

**Renaissance Center Partnership, Petitioner-Employer  
and International Union, United Plant Guard  
Workers of America (UPGWA), Petitioner-Union.  
Cases 7-RM-1127 and 7-UC-152**

January 8, 1979

**DECISION ON REVIEW AND DIRECTION OF  
ELECTION**

**BY CHAIRMAN FANNING AND MEMBERS JENKINS  
AND PENELLO**

The Employer, Renaissance Center Partnership, owns and manages the Renaissance Center, a commercial development in downtown Detroit, Michigan. The development includes four office towers, numerous retail establishments, restaurants, parking facilities, and the Detroit Plaza Hotel. On September 13, 1977, the Regional Director for Region 7 certified the Union as the collective-bargaining representative for all full-time and regular part-time security officers and guards employed by the Employer at the Renaissance Center.<sup>1</sup> The certified unit did not include security personnel employed by the Detroit Plaza Hotel. Those persons have never been organized.

Early in 1978, the Employer and the Detroit Plaza Hotel agreed that a single security force would be more efficient, and consequently, on April 1, 1978, the two groups were consolidated. The former hotel security officers, as a result of the consolidation agreement, are now employees of the Employer.<sup>2</sup> They have been credited for their service at the hotel.

The Union seeks to clarify the existing bargaining unit, which includes approximately 59 employees, to include the approximately 67 former hotel security officers and guards. The Employer contends that the consolidation has affected the continuing representative status of the Union and that an election is necessary to determine whether the former hotel employees desire representation. The Regional Director for Region 7 issued a decision in this matter on May 8, 1978, in which he concluded that the former hotel employees were an accretion to the existing certified bargaining unit and that, accordingly, no question concerning representation exists. He dismissed the Employer's petition and clarified the certified unit. The Employer, thereafter, in accordance with Section

<sup>1</sup> The Union and the Employer have been unable to conclude a collective-bargaining agreement since certification.

<sup>2</sup> The Regional Director notes in his decision that the consolidation may have resulted from the Employer's purchase of the hotel property. We have been unable to find any reference in the record to such a purchase but consider this information irrelevant to the proper resolution of the issue before us.

102.67 of the National Labor Relations Board's Rules and Regulations and Statements of Procedure, Series 8, as amended, filed a request for review of the Regional Director's decision. The Union filed an opposition statement.

On June 28, 1978, the National Labor Relations Board granted the request for review. The Employer has filed a brief on review.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

We disagree with the Regional Director's determination that the former hotel employees, under the circumstances of this case, can be accreted to the certified bargaining unit. Instead, we find that the certified unit is no longer appropriate and that the continuing representative status of the Union can be resolved only by means of an election among all non-supervisory security officers and guards employed by the Employer at the Renaissance Center.

Prior to the April 1 consolidation, the two security forces were readily distinguishable. Each was separately supervised; each was responsible for a designated section of the complex; and each wore distinct uniforms. Since the consolidation, the two groups can no longer be separately identified. Now all security officers are commonly supervised, enjoy identical terms and conditions of employment, are randomly assigned to sections of the complex,<sup>3</sup> regularly interact, perform identical duties, and wear identical uniforms.<sup>4</sup> Simply put, the former hotel security employees and the members of the certified unit are now indistinguishable.

The accretion doctrine ordinarily applies to new employees who have common interests with members of an existing bargaining unit and who would have been included in the certified unit or are covered by a current collective-bargaining agreement. A number of the factors which the Board considers necessary for an accretion are present in this case.<sup>5</sup> But the Board is cautious in making such a finding, particularly when the accreted group numerically overshadows the existing certified unit, because it would deprive the larger group of employees of their

<sup>3</sup> The joinder has, of course, required the Employer to extend its security services to the hotel, and consequently a new organizational configuration has been formulated. The complex has been divided into six sectors. Each sector is separately supervised. Sector supervisors report to an assistant chief who in turn reports to a chief. Chiefs report to two deputy directors of security. The deputies report to a director of security, and at the top of the administrative pyramid is a manager of security services.

<sup>4</sup> Some of the officers are provided traditional police style uniforms and others a blazer and slacks. The kind of clothing depends on the officer's particular assignment within the complex. Where high visibility is required, for example, non-supervisory security personnel generally will be provided with police style uniforms.

<sup>5</sup> See *Bryan Infants Wear Company*, 235 NLRB 1305 (1978).

statutory right to select their own bargaining representative.<sup>6</sup> This right is a fundamental precept of the Act, and we believe the Regional Director's decision improperly discounts its significance. The number of employees the Union desires to add to the certified unit exceeds the number currently included in that unit. The Union is thus seeking to resolve the status of the former hotel security officers without providing them an opportunity to express their desires regarding representation.

The Union further argues that the certification-year doctrine precludes the holding of an election at this time and demands both that its continuing majority status be presumed and that the Employer's petition be dismissed. The certification-year rule requires a certified union's majority status to be honored for 1 year, and petitions filed during this time period will usually be barred. The rule, however, is clearly not without limited exceptions. The Board, for example, will entertain a petition during the certification year when there occurs a radical fluctuation in the size of the bargaining unit within a short period of time and consequently the majority status of the certified representative can no longer reasonably be presumed.<sup>7</sup> The consolidation of the two groups has precipitously increased the size of the Employer's security force and has completely obscured the sepa-

rate identity of the certified bargaining unit which existed prior to the consolidation. It is the kind of unusual circumstance which justifies an exception to the certification-year rule.

We therefore find that the Regional Director's decision finding an accretion improperly disenfranchises the former hotel employees and that the certified unit is no longer appropriate because of the merger of the two security groups and resultant intermixing of the represented and the larger unrepresented work forces. Rather, only the overall security force of the Employer is now appropriate. Because the Union claims to represent all of the Employer's guards and security officers, a question concerning representation exists in the overall unit. We therefore order that the Union's clarification petition be dismissed and that the Employer's petition be reinstated.

Accordingly, an election among the following employees of the Employer must be conducted to determine whether or not a majority desires representation by the Union:

All full-time and regular part-time security officers and guards employed by the Employer at the Renaissance Center (including the Detroit Plaza Hotel), but excluding all other employees, office clerical employees, tower supervisors, shift supervisors, area supervisors, and supervisors as defined in the Act.

[Direction of Election and *Excelsior* footnote omitted from publication.]

<sup>6</sup> *Worcester Stamped Metal Company*, 146 NLRB 1683 (1964); *Vincent Price Laboratories, Inc.*, 220 NLRB 1387 (1975).

<sup>7</sup> *Westinghouse Electric and Manufacturing Company*, 38 NLRB 404, 409 (1942); see also *Ray Brooks v. N.L.R.B.*, 348 U.S. 96 (1954).