EXHIBIT 1

LABORnotes PUTTING THE MOVEMENT BACK IN THE LABOR MOVEMENT

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UNITE HERE Won't Concede to Big Hotels

PAUL ABOWD | OCTOBER 28, 2009

As dozens of contracts with hotel giants expired in three cities this summer, UNITE HERE launched another round of battles over health care, pay, and working conditions. Following civil disobedience actions and a nationwide tour of non-union housekeepers, members in Chicago and San Francisco voted overwhelmingly to authorize strikes as the union escalates its nationally coordinated "bargain to organize" campaign, which seeks to grow while raising contract standards. Photo: UNITE HERE.

As dozens of contracts with hotel giants Hyatt, Hilton, Marriott, and Starwood expired in three cities in late summer, UNITE HERE launched another round of battles over health care, pay, and working conditions. The union's nationally coordinated contract campaign—known as Hotel Workers Rising—centers on building "bargain to organize" deals in its Chicago, San Francisco, and Los Angeles hubs that will allow it to expand while raising contract standards.

The union scored bargaining and organizing victories in 2006 after fighting to line up contract expiration dates for 60,000 workers in six cities.

This year's showdown finds hotel workers, and their union, at a moment of truth. The hotel giants are making unprecedented attempts to cut health benefits and up workloads in the recession, while the union is opening new organizing fronts that highlight stark contrasts between union and non-union working conditions.

The campaign this year has been hampered, though, by the March split in UNITE HERE, as its former laundry and textile division left and joined the Service Employees (SEIU). The resulting convulsion of raiding and counter-raiding has forced UNITE HERE to siphon staff from Hotel Workers Rising, most recently to battle over cafeteria workers in Philadelphia.

BOSTON'S HYATT 100

This year's target, Hyatt hotels, hasn't done much to bolster its public image lately: in late August it replaced 98 housekeepers at three non-union Hyatts in Boston with workers hired through a subcontractor at half the pay.

The company wasn't banking on non-union workers resisting nor on their getting the support of UNITE HERE Local 26. Nearly all the workers met with the union, which strongly backed their fight. Within weeks of the firings, UNITE HERE had held protests nationwide in front of Hyatt hotels, demanding the "Hyatt 100's" reinstatement.

The company scrambled, offering workers health care through the end of the year and one-year jobs with a temp agency at their former wages.

Workers rejected the offer, saying they didn't want to replace other workers just as they'd been replaced. Instead, they joined 1,000 demonstrators who gathered in a Jobs with Justice-sponsored, bagpipe-led "march for jobs" October 1 that culminated outside the downtown Hyatt.

Massachusetts Governor Deval Patrick called a statewide boycott of Hyatt, echoed by Boston's city council and heeded by the city's cab drivers' union and dozens of others who switched their reservations in protest.

NATIONAL TOUR

While Local 26 targeted organizations that had events booked with Hyatt, Boston workers hit the road. The nationwide tour of six cities where the union is organizing began at a rally in Long Beach, where housekeeper Corpornia Belis wept recounting her abrupt dismissal after 25 years of service.

"My shoulders, my back, my knees stayed in that hotel," she said. "And what did they give me? A garbage bag so that I could empty out my locker."

The tour dovetails with contract fights in Chicago and San Francisco, where the union staged civil disobedience actions as a first escalation over dozens of contracts in the two cities.

Hotel business is off during the recession, but companies are hardly in line for a bailout. The industry has garnered $200 billion in profits in a decade. Hyatt is squealing about a $36 million loss in early 2009, but raked in $1.3 billion over the last four years. Starwood, Marriott, and Intercontinental are all still making money while asking workers to pony up.

NOT AFRAID IN CHICAGO

Boston workers arrived in Chicago, where Local 1 is fighting over 30 hotel contracts. "Me-too" rules dictate that the city's smaller hotels, also with open contracts, follow the agreements hammered out by the major chains.

Hours after Chicago filled several police buses, San Francisco's Local 2 followed in kind. At two downtown hotels, 1,700 showed up for an action that has sparked a series of smaller pickets.

After rallying outside the Grand Hyatt, Lorna Villanueva and dozens of her co-workers pushed further, taking over the lobby before getting locked up. Ninety-two were arrested, including Villanueva, a 36-year veteran room inspector—who chalked up her fifth protest arrest. This time, she says, the action was to protect future workers from the companies' two-tier proposals. "We don't leave anybody behind," she said.

Talks over a citywide contract continue; it would cover 14 unionized hotels employing 9,000 workers. One goal of the campaign is to win organizing rights at three city hotels, where drives are at a tipping point.

Hotels are putting the squeeze on. Ringo Mak, a veteran room service attendant, says the Hilton raised prices for the service so high that customers won't use it—and then cut the department staff in

half. “Everyone in the hotel besides the CEO is hurting,” he said.

Mak’s picking up extra hours serving in the hotel restaurant, and, for now, can maintain his family’s medical coverage even with reduced hours. Hilton wants to freeze its pension contributions and eliminate retiree health care.

Villanueva says frontline managers are playing nice while company negotiators lay down a hard line—a strategy that members recall from their 2004 strike and lockout, when a general manager brought breakfast to the picket lines. “Nobody touched the coffee or the donuts,” says Villanueva. “We buy our own food.”

Members continue their increased contributions to the strike fund, as they have for months. “The hotel lost a lot of money in the last contract fight,” says Mak. “I hope they learn their lesson.”

EXPANSION PLANS

UNITE HERE has achieved 90 percent density in New York and San Francisco through deals ensuring card check at newly built hotels. The union is also devoting resources to several “breakthrough markets” with low union density: Phoenix, Denver, Atlanta, and San Antonio, and those with none: Long Beach and Indianapolis.

The Boston workers made a stop in San Antonio, where a tumultuous organizing drive has stretched out over a year. Worker-leaders who haven’t been fired are getting assigned higher workloads than co-workers. If company intimidation weren’t enough, SEIU showed up to disrupt the drive.

UNITE HERE presented cards from a majority of workers last spring, but SEIU organizers flew in, claiming to be the real bargaining representative—despite having no contact with the worker committee. Hyatt happily obliged SEIU’s request for closed-door meetings, which drew worker protests inside the hotel.

Eventually the NLRB called an election with both unions and “no union” on the ballot. SEIU pulled its staff out before the election, and in July UNITE HERE called off the vote.

Back to square one, Hyatt workers are pressuring the city council to support unionization at the hotel, which was constructed with city incentives on city land. They’re also hoping the nationwide campaign will tip their drive over the top.

While local committees build muscle and multiply, the International is trying to swing organizing deals with the chains. The union reached agreements in 2006 with Starwood and Hilton (where it has the highest density), laying out a broad framework for new organizing rights. This year’s target, Hyatt, is not amenable to such talks.

UNITE HERE researchers say that upwards of 80 percent of hotel workers are still without a union, but 14,000 have joined in 35 metropolitan areas in the last five years—a 14.5 percent gain.

The union is challenged on three fronts: battling global corporations in a recession, keeping a rival union at bay, and creating a culture where hotel workers are at the fore of a democratic union.

Though a loyal membership has repeatedly shown its willingness to confront management, some of

the union's former organizers are raising concerns about the degree of rank-and-file involvement in decisions shaping local campaigns.

In a public letter, a group of ex-organizers at San Francisco hotels challenged UNITE HERE to make good on its professed "bottom-up" strategy, decreasing staff's role and opening more space for worker control as contracts expire in several major cities next year.

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2010 HWR Contract Campaign

The only hope we have of real, long-term economic recovery depends on the creation of more good, middle-class jobs, with decent wages and healthcare our families can afford. That's why thousands of workers bargaining for contracts across North America are joining together in 2010.

Nationwide, the hotel industry is rebounding faster and stronger than expected, but leaders in the industry like Hyatt, Hilton, Starwood and Westmont Hospitality are proposing long-term concessionary contracts that aim to make the recession permanent for thousands of hotel workers. Proposals by big hotel companies in several cities would result in the elimination of quality health care for thousands of low-wage workers.

Employers are using the economy as an excuse to slash jobs in the hotel industry, leaving many unemployed and creating burdensome working conditions for those who remain. As a result, many longtime hotel workers are struggling to provide for their families, while others are getting injured on the job.

As big hotel companies stand poised for a major rebound, thousands of hotel workers are organizing to ensure that jobs return to this important service industry and workers share in future prosperity of the hotels.

2010 contract expiration cities

HWR Cities across North America

UNION Hotel guide

BOYCOTT boycotted hotel list

The cities with contracts expiring in 2010:

San Francisco
Chicago
Los Angeles
Toronto
Minneapolis
Vancouver
Honolulu
Washington, DC

Other HWR Hot Spots:

Boston
Indianapolis
Long Beach
San Antonio
Pittsburgh
San Diego
Anchorage
Northern Virginia
Providence

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Radisson Toronto Airport hotel workers walk out

October 21, 2010

Workers at the Radisson Suite Hotel Toronto Airport struck a picket line at dawn on October 21. The 52 workers have become the ninth group employed at hotels owned or operated by Westmont affiliates to take strike action. Teresa Torres, a member of the union's bargaining committee,... ▸

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About Hotel Workers Rising

Hotel Workers Rising is a movement of hotel workers and their allies across North America, standing together to rebuild the middle-class through the creation of more safe, family-sustaining jobs in the growing hospitality industry. Like the rest of our economy, the hotel industry has been hard hit by the global economic recession. As the industry rebounds and profits return, hotel workers believe that the path to a shared recovery depends on creating more quality jobs in the industry.

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CASE NO. 31-CA-32140 CASE NAME NLRB
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Media Relations

UNITE HERE welcomes inquiries from the media regarding our Hotel Workers Rising Campaign. For more information, please contact Annemarie Strassel astrassel@unitehere.org

10/21/2010 Radisson Toronto Airport Hotel Workers walk out
10/16/2010 Hilton workers strike, protesting $180M Hilton bailout
10/14/2010 Hawaii's Needs, Not Wall Street Greed
10/13/2010 Hilton workers strike over "recession contracts" after Hilton gets $180m from taxpayers
10/7/2010 Long Beach Hilton Workers Demand Back Pay for Missed Breaks
10/2/2010 Hotel workers threaten boycott at Hyatt Regency Toronto
10/1/2010 Despite G20 windfall, hotel companies cry poor at bargaining table
9/21/2010 Hotel workers to launch boycott at Hyatt Regency Vancouver
9/20/2010 Indianapolis Hyatt workers call for boycott
9/18/2010 Westin Prince workers stage final TIFF-week walkout
9/17/2010 Workers at two Toronto Hilton Hotels walk out
9/16/2010 Hilton Union Square Workers Overwhelmingly Approve Strike
9/16/2010 Hilton Workers vote 'YES' for the Future of Hawaii
9/16/2010 Striking Holiday Inn workers keep up pressure on Westmont
9/15/2010 Hotel workers launch boycott of three LA-area Hyatt hotels
9/15/2010 Toronto's Delta East Workers Strike Another Westmont Hotel
9/12/2010 Lack of respect spurs hotel worker strike at Hyatt Regency
9/10/2010 Fairmont Royal York Workers on Strike in Toronto
9/9/2010 Toronto's Royal York Hotel Workers Vote to Strike
9/3/2010 Hyatt workers strike at Hyatt O'Hare
9/3/2010 Hotel workers forced to take one-day strike at Hyatt Regency Toronto
9/2/2010 Workers on Strike at Hyatt Andaz on Sunset Strip
9/2/2010 Hyatt faces strikes and protests in cities across North America
9/1/2010 Workers Call for Boycott of HEI-owned Embassy Suites in Irvine
8/31/2010 Hundreds walk off the job at the Sheraton Chicago
8/26/2010 LA Hyatt Workers Authorize Strike
8/24/2010 Chicago Hyatt workers call for boycott
8/20/2010 UNITE HERE Local 251 Members Ratify Contract with Hilton Americas-Houston
8/19/2010 Chicago Hilton workers vote overwhelmingly to strike
8/18/2010 "Show Us the Tax Breaks" Premieres in Chicago
8/18/2010 Disneyland Employee Sent Home for Wearing Hijab
8/18/2010 Citing bailouts, hotel workers call on Bank of America to "Save Our Jobs"
8/5/2010 Irvine Hotel Workers Demand $180,000 in Back Pay for Years of Denied Breaks
7/29/2010 Chicago Hyatt workers authorize strike
7/15/2010 Hyatt faces protests in 15 cities across North America
7/8/2010 Judge rules: Blackstone Hotel illegally laid off workers
6/24/2010 Toronto Novotel workers strike as G20 delegates arrive
6/22/2010 Novotel talks break down at 11th hour
6/22/2010 Novotel Toronto, hotel workers in last ditch effort to avoid strike before G20 delegations arrive
6/17/2010 Novotel Ottawa workers to ask French Ambassador to help protect their rights: follows strike announcement in Toronto
6/16/2010 Hotel workers spotlight global giant Westmont in lead-up to G20
6/16/2010 Hotel Workers Rally to Mark Two Years of Struggle

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CASE No. 19-CA-32148 CASE NAME NLRB
NO. OF PAGES 3 DATE 10/26/10 REPORTER UN

6/14/2010 HEI Hotels and Resorts Reinstates Fired Union Leader After Year-Long Worker and Student Campaign
6/14/2010 Gutierrez honors Congress Hotel Strikers at 7th Anniversary Rally
6/9/2010 Global Hotel Corps Reap Gains. Vancouver's Hotel Workers Left Behind
6/9/2010 Protests cloud Hyatt's first shareholders meeting
6/8/2010 Hyatt Regency San Francisco Workers on Strike
6/3/2010 Toronto Hotel Workers Authorize Strike
5/26/2010 Hundreds walk off the job at the Hyatt Regency
4/14/2010 Latina Housekeeper Injuries Spotlighted at OSHA Summit
4/13/2010 Hyatt Hotel Workers Reject Company Attempt to Slash Worker Healthcare
4/7/2010 San Francisco Hilton Hotel Workers on Strike
3/25/2010 Fed up with layoffs and pay cuts. hotel workers boycott 8 Columbia Sussex hotels
2/19/2010 Hotel Workers Picket in Support of Boycott
1/7/2010 AFL-CIO President Richard Trumka Calls on Hyatt Corp. to Address Workload and Raise Working Standards
1/5/2010 San Francisco Hotel Workers Heat Up the New Year
12/16/2009 Hotel Workers Announce Boycott of the W Hotel
11/18/2009 Hotel workers' fight comes to Oakland
11/18/2009 Workers on Strike at Westin St. Francis Hotel
11/13/2009 Palace Hotel Strike Ends, Boycott Continues
11/10/2009 Palace Hotel Workers on Strike
11/9/2009 Hotel Workers throughout North America Call on Hyatt to Rehire "The Boston 100"
11/5/2009 Hotel Workers on Strike at Grand Hyatt in San Francisco
11/4/2009 Hotel workers, One King West and Giambrone challenge others to go green with employer-subsidized Metropasses
11/2/2009 Union Makes Proposal to Avert Strike
10/29/2009 Workers vote to authorize a strike at 5 Chicago-area hotels
10/26/2009 Indianapolis Area hotel workers to march with "Hope Quilt"
10/26/2009 On eve of hotel strike vote, workers picket and pay tribute to historic 6-year strike at Congress Hotel
10/21/2009 San Francisco Hotel Workers take City-Wide Strike Vote
10/5/2009 Federal government to take Blackstone Hotel to trial before an administrative law judge
9/29/2009 Hundreds of Long Beach Hotel Workers to Lead "Hope for Housekeepers" March, Launch of 7-City National Tour
9/24/2009 Fired Boston housekeeper appeals to Penny Pritzker
9/24/2009 Hundreds to be arrested in civil disobedience action
9/1/2009 Fed up with cuts, workers put hotels on notice: "We won't sacrifice our health for corporate profit"
8/14/2009 San Francisco Hotel Workers March for Fair Contract
7/20/2009 InterContinental Chicago O'Hare to Sign New Union Contract
6/15/2009 Quinn honors Congress Hotel Strikers at 6th Anniversary Rally
5/18/2009 At fundraiser, Obama backs Indy hotel workers
5/11/2007 Congress Strikers Freedom Rally
4/9/2007 Hotel Workers Rising Comes to Nation's Capitol
12/6/2006 LAX Hotel Workers To Begin Fast For A Living Wage
11/28/2006 Sacramento Sheraton Grand Workers Reach Tentative Agreement
11/9/2006 UNION APPROVES TWO MORE MONTEREY HOTEL CONTRACTS
10/9/2006 Agreement Reached at the Hilton Hawaiian Village
9/29/2006 Sacramento Sheraton Workers to Rally for Fair Contract
9/28/2006 HISTORIC CIVIL DISOBEDIENCE ACTION SHOWS BREADTH AND DEPTH OF SUPPORT FOR IMMIGRANT HOTEL WORKERS
9/25/2006 Southland Religious Leaders, Students From a Dozen Colleges Announce Participation in Historic Action to Support Immigrant Workers
9/22/2006 San Francisco Hotel Workers Vote to Ratify Union Contract
9/14/2006 UNITE HERE reaches tentative agreement with Starwood Hotels in Chicago

9/14/2006 Hotel Strike Averted in Monterey

8/23/2006 Chicago Hyatt, Hilton Workers Authorize Strike

8/15/2006 Key Religious Leaders Launch Coalition with Chicago Hotel Workers (UNITE HERE)

8/9/2006 Toronto Hotel Workers defer strike action to support World AIDS Conference

7/29/2006 Hilton, N.Y. Hotel and Motel Trades Council Reach Tentative Agreement

7/24/2006 Chicago Hotel Workers Gear up for Negotiations

6/28/2006 The Informed Meetings Exchange (INMEX) launches with the support of over 100 organizations

4/24/2006 New Study Reveals Hotel Housekeeper Work is Dangerous, and Getting More Dangerous

9/3/2005 Hotel Workers Union Announces End of Boycott at One of Fourteen San Francisco Hotels

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EXHIBIT 2

BEFORE THE

NATIONAL LABOR RELATIONS BOARD

In the Matter of:	
REMINGTON HOTEL CORPORATION, d/b/a THE SHERATON ANCHORAGE,	
Respondent,	Case Nos. **19-CA-32148**
and	**19-CA-32188**
	19-CA-32222
	19-CA-32238
UNITE-HERE! LOCAL 878, AFL-CIO,	**19-CA-32301**
	19-CA-32334
Union.	**19-CA-32337**
	19-CA-32349
	19-CA-32367
	19-CA-32414
	19-CA-32420
	19-CA-32438
	19-CA-32487

VOLUME XXI

The above entitled matter came on for hearing pursuant to notice, before **GREGORY Z. MEYERSONPresiding Judge**, Administrative Law Judge, at **222 W. 7th Avenue, Room 152-A, Anchorage, Alaska,** on **Monday, October 25, 2010 at 9:00 a.m.**

A P P E A R A N C E S

On Behalf of the Employer:

ARCH STOKES, ESQ.
Stokes, Roberts & Wagner
3593 Hemphill Street
Atlanta, Georgia 30337
(404) 766-0076

PETER G. FISCHER, ESQ.
Stokes, Roberts & Wagner
3593 Hemphill Street
Atlanta, Georgia 30337
(404) 766-0076

On Behalf of the General Counsel:

MARA-LOUISE ANZALONE
National Labor Relations Board
Region 28
2600 North Central Avenue, Suite 1800
Phoenix, Arizona 85004
(602) 640-2117

On Behalf of the Union:

JESSICA LAWSON
2800 1st Avenue, Room 3
Seattle, Washington 98121
(206) 963-6019
(907) 563-8844

DMITRI IGLITZIN
Schwerin, Campbell, Barnard, Iglitzin & Lavitt, LLP
18 West Mercer Street, Suite 400
Seattle, Washington 98119
(206) 285-2828

I N D E X

WITNESSES	DIRECT	CROSS	REDIRECT	RECROSS	VOIR DIRE
Rick Sawyer	--	4057	--	--	4223

will make effort -- if the issue remains I will make every effort to reach you tomorrow before close of business.

MR. IGLITZIN: Great. Thank you very much.

ADMINISTRATIVE LAW JUDGE MEYERSON: All right. Thank you, sir.

MR. IGLITZIN: Thank you.

ADMINISTRATIVE LAW JUDGE MEYERSON: Let's be off the record.

MR. IGLITZIN: Bye bye.

(Off the record.)

ADMINISTRATIVE LAW JUDGE MEYERSON: All right, we're back on the record and Mr. Sawyer is in the witness chair and we will proceed.

Mr. Sawyer, I would simply remind you, sir, you're still under oath.

MR. SAWYER: Yes, sir.

ADMINISTRATIVE LAW JUDGE MEYERSON: Thank you. All right, Mr. Stokes, your witness.

MR. STOKES: Thank you, Your Honor. And, Your Honor, I would thank Your Honor for your ruling concerning that. I appreciate your understanding of Mr. Terrell's situation, our situation. Thank you very much.

(Whereupon,

RICK SAWYER

was called as a witness by and on behalf of the General Counsel and, having been previously duly sworn, was examined and testified as follows:)

CROSS EXAMINATION, CONTINUED

Q BY MR. STOKES: Mr. Sawyer, I think we went through the collective bargaining agreement that was proposed in the June -- it was proposed in April and the negotiations were conducted concerning the specifics of that proposal in June. Do you recall that?

A Yes, I do.

Q We also in June of 2009 went over the Union's proposal. Do you recall that?

A I do.

Q And the Union proposed to change the contract in a few ways but retain the bulk of the collective bargaining agreement in its existent language. Do you recall that?

A I do.

Q And in that setting, however, the Union did not take issue with the fact that the job classifications might have to change based upon what Remington proposed as its Remington job classifications. Isn't that true?

A I'm not sure what counsel means by take issue. We didn't agree, we didn't say we have issue with the entire concept of Remington, no, we didn't do that.

Q You actually -- when you showed up in the negotiations and Mr. Don Denzin, the Vice President of Human Resources for Remington at that time in June of 2009, went through the job classifications that were set forth by the company and coded with numbers that caused people to get paid, you didn't have issue with the fact that that was what the company's policy, did you?

A I didn't -- I don't recall who it was that went through those. It could have been Mr. Denzin, I don't recall. I don't recall to what extent we went through those job descriptions. I do remember them being discussed in some manner. We didn't take issue with what the company represented to be their desires, no.

Q As a matter of fact, Mr. Sawyer, isn't it true that we not only proposed the Remington job classifications which merely affirmed what the job classifications were at the time based on Remington's takeover of the hotel but we answered any of your questions and questions that arose from your side of the table about what this particular job classification is intended to mean or not mean. Do you recall that in June of 2009?

A Could you break that down for me?

Q Sure, I'll be happy to.

A It seems like there were a number of points there.

Q I'll be happy to. Isn't it true that Mr. Don Denzin, the Vice President of Human Resources, actually made the list of

which job classifications were in the existent collective bargaining agreement comparing to the job classifications that Remington had already been using at that hotel?

A Well, that has two or three components to it but I think I can answer them. Again, I don't recall if it was Mr. Denzin, it could very likely have been. I just don't have a direct recollection of that, Mr. Stokes. I am aware that we discussed and they -- as I recall they were -- you know, that comparison was in the chart. I think I testified at some point during cross that I was not aware that the Remington Hotel was currently using their job descriptions versus those in the collective bargaining agreement. Had I been I probably would have made some issue of that.

Q Mr. Sawyer, not only did we discuss the fact that many Remington policies had been implemented over the years at that hotel but we indicated to you that if you had any issue with any of the Remington policies that were different from the Interstate Hotels Corporation policies we'd be happy to hear those issues.

A I don't recall that discussion. Had I, I believe I would have said the agreement was transferred from Interstate over to Remington and Interstate had no play in this, it was the Remington contract that we were renegotiating at that point in time.

Q You mean the Interstate contract.
A No.
Q You said the Remington contract we were renegotiating.
A That's right, the Remington contract. Remington had been under that agreement for awhile it's my understanding.
Q Mr. Sawyer, the question is this. Did you do any preparation before you showed up in June of 2009 -- offer and submitting an April 2009 offer to the company?
A The only other preparation I did was to attempt to get the Employer the information it had requested I think we talked about previously which was contact names for both the pension trust and the health and welfare trust which were -- was information I needed to know as well and to begin an understanding of the health and welfare trust and the things provided and the cost issues as a result, which was an ongoing process even for me.
Q Let me ask the question again because I'm not sure it was fully responsive. Did you do any preparation prior to the June 2009 collective bargaining negotiations at the Sheraton Anchorage other than your receipt and study of the company's proposal that was submitted to you in April of 2009 and your proposal of the Union's position that was submitted in April of 2009?
A Other than the factors I've mentioned I don't believe so.

Q Did you come to Alaska and meet with the bargaining unit?
A No, that was done with Jessica Lawson.
Q I'm just asking you.
A No, I did not.
Q Did you talk to Marvin Jones on the phone?
A Yes.
Q Did Mr. Jones explain to you that he had negotiated a previous contract in a very short period of time because the company, the previous company, had given him in his words everything we asked for?
A No.
Q Did you discuss with Mr. Jones that in the previous negotiations the company had said there's a certain amount of money to spend, you spend it any way you want to? Did you discuss that with Mr. Jones?
A No.
Q Did you discuss with Mr. Daniel Esparza or with Mr. Jones any of the issues concerning the application of the existent collective bargaining agreement at the Sheraton Anchorage?
A Not prior to our first meeting in June.
Q Is it safe to say that when you came to the June negotiations you were not fully prepared?
A I believed I was prepared with the job that I was asked to do, yes.

Q Is it accurate or inaccurate that you were fully prepared to discuss each and every provision of the collective bargaining agreement and its application at that hotel in June of 2009?

A As ready as I have been in numerous agreements through the years.

Q So you felt fully prepared to negotiate.

A Again, I felt prepared as I am in many negotiations I've stepped to in the pa -- stepped into in the past.

Q And looking back on it you don't feel you needed to do any other preparation than what you did.

A Oh, looking back on every negotiations I've ever been in I can think of other and more preparation I could have done.

Q I'm just asking you about this -- these negotiations at the Sheraton Anchorage. I know that all of us can improve with experience but I'm saying in these negotiations you felt like you were fully prepared to negotiate.

A Yes.

Q Thank you. And that the time that you spent in June also allowed you to caucus with employees that you would consider to be valuable time for any negotiator.

A We did --

Q Isn't that true?

A We did some caucusing, yes.

Q Well, my question was not whether we did some caucusing.

My question was simply this. Isn't it true that you felt like the time you could spend with your negotiating committee was -- in Anchorage was valuable time?

A Of course.

Q So every time there was a break in our not meeting face to face that wasn't wasted time for you as an experienced labor leader, was it?

A The question was every time we broke was --

Q In the June negotiations.

A Well, there's never wasted time, no.

Q I mean you didn't -- during any caucus or any break between the time we were physically talking to one another you didn't say, well, I'm going to go to the Anchorage Museum during this period of time. You talked to your negotiating committee or your -- or the labor leaders that were on the scene, did you not?

A Yes.

Q So in the collective bargaining negotiations, and particularly in these collective bargaining negotiations, your time away from face to face negotiation with management was valuable time.

A Well, it's always valuable time I spend with the members but in the beginning there wasn't an awful lot to discuss, Mr. Stokes.

Q The question is was it valuable time or not?
A It's always valuable time when I meet with a committee.
Q And in fact is it not true that we would meet for awhile and then we would break for awhile and often you would come back with a question or a different subject matter to discuss that came as a result of your caucus?
A That's entirely possible. I don't recall specific instances. I'm sure there were some but I don't recall them at this point.
Q Are you saying that did not happen?
A No, I just said --
Q You don't recall?
A -- I'm sure it probably did happen, I don't have any specific recollection of instances where that came up and I'm sure it did.
Q Well, for example, in the June negotiations the question of the job classifications came up every single day in June. Isn't that true?
A I have no recollection of every single day.
Q And isn't it also true, sir, that in the June negotiations each and every provision that we proposed was discussed and to some extent argued about and each and every provision that you proposed was discussed and argued about or discussed?
A I think I've already testified that on the first day, the

9th, and the second day, the 10th, I took the Employer through their proposal. I don't believe there was a specific amount of arguing. There was questions and answers to that proposal and then we went through the Union proposal. I'm not sure there were many arguments on that and that was a very brief exercise because of course we didn't have a lot of new proposals for renewal.

Q At no point in the negotiations in June did I accuse you of dilatory tactics or filibustering when you were explaining examples of what happened in Seattle or in the Pacific Northwest. Isn't that true?

A That's true.

Q And at no point in the negotiations from our perspective did you accuse me of filibustering or dilatory tactics when I was using an example of say the Greenbrier or Colonial Williamsburg or other collective bargaining agreements that had been negotiated with Locals of UNITE-HERE!. Isn't that true?

A That's true, I did not.

Q Now isn't it also true, sir, that when we would bring up subjects like the banquet servers that you had previously testified on direct examination were rather extensive I specifically mentioned to you that I had negotiated a collective bargaining agreement with the then General President of the hospitality division of UNITE-HERE!, John Wilhelm, in which --

at the -- at a hotel in Manhattan Beach, California that had resulted in a signed, sealed and delivered collective bargaining agreement?

A That's possible. I don't have a lot of recollection. I do remember something about Manhattan Beach, however.

Q Isn't it true that we specifically brought up that if you would like to see that contract and the banquet -- the compensation of banquet employee provision in it it was a provision in which Mr. Wilhelm agreed with the position of management that banquet servers instead of being paid a service charge or a piece of the action agreed that they should be treated like hourly employees, like engineers, like housekeeping employees, like other people that are paid by the hour and he contractually agreed to that?

A You may have, Mr. Stokes. I don't recall that. In fact I'm surprised if that was the case and I would have in fact -- I believe I would have checked it out. So I -- but I don't recall one way or the other.

Q And the reason you can swear to this Judge that you're surprised by that is because that's unique for anyone, but particularly someone of a stature and caliber and intellect of Mr. John Wilhelm to agree to negotiate away the banquet service charge compensation method and treat banquet servers as hourly employees just like engineers and cooks and other

classifications in the hotel.

A I can --

Q Isn't that true that's the reason that you say now that, wow, if I had known that I would have checked that out?

A I would have checked it out. To me it wouldn't have made any difference, Mr. Stokes, because we weren't dealing with Manhattan Beach and Mr. Wilhelm can do what he wishes. My duty was to the Local and to the membership. But to directly answer your question, yes, I believe with my understanding of the contracts in our Union throughout the country that is very unique.

Q And isn't it significant that the reason we brought that up is because we got into the discussion about whether an automatic service charge would better equalize the compensation of employees if housekeepers got a portion as well as banquet servers?

MS. ANZALONE: Objection, foundation. If he asks the reason we brought this up I have to object because this witness is being asked to say why we, Mr. Stokes, did something.

MR. STOKES: We specifically covered it.

ADMINISTRATIVE LAW JUDGE MEYERSON: All right. Restructure your question, Mr. Stokes.

MR. STOKES: Yeah, I'll be happy to.

Q BY MR. STOKES: Isn't it true that we specifically

indicated to you as the labor leader for the other side that there are two ways that we can correct the problem of the disproportionate compensation of banquet servers in the hospitality industry? One way is to have an automatic service that would be distributed throughout the building to everybody. Isn't it true we specifically indicated to you that this is something that should be considered?

A I don't recall that in joint session. I think you perhaps did mention that in a caucus during the June meetings, the Employer caucus which I joined you for some time, but I don't recall it in open session.

Q And isn't it true in addition not only did we mention it in a joint session, not just one joint session but several joint sessions in June? Isn't it true we also said the other way to eliminate what we referred to as kind of the aristocracy of the banquet servers that we -- that both sides have created in America, created a disproportionate amount of money for banquet servers, isn't it true that we said another way is just to pay them an hourly rate just like an engineer, just like a sous chef and just like a cook? Isn't it true we brought that up to you --

A You --

Q -- in session?

A You may have. I don't recall that in session, Mr. Stokes,

but I don't recall it and it may be just because frankly you hadn't proposed it to begin with so I didn't know where you were going with that so I didn't listen to it very much frankly.

Q And isn't it true that to bolster that argument we gave two examples that were not irrelevant examples? One example related to a collective bargaining agreement on the West Coast at the Radisson Manhattan Beach Hotel that -- where Mr. John Wilhelm actually agreed with the -- not only the philosophy but the practice of paying banquet servers the same way you would pay any other hourly worker and eliminating this giving them a piece of the action but not giving housekeepers a piece of the action? Isn't that true?

A As I've already testified to, that may be. I recall some discussion about Manhattan Beach but I have no concise recollection of the points discussed there.

Q And isn't it also true, sir, that I gave another example of a hotel in the Bahamas in which we negotiated a collective bargaining agreement with the Bahamas Hotel and Catering Union in which we said specifically that the hotel agreed with a service charge but not just for banquet servers but for everybody in the building and it raise the compensation of the housekeeping staff, the bulk of the workforce, so that they would be equal with the banquet servers? Do you recall that?

A I recall some discussion about the Bahamas but, again, it's

very possible I wasn't listening very closely because the Employer hadn't proposed anything in that regard. The -- we already went over what the Employer had proposed on Friday and so I wasn't really sure when it was discussed, either on or off the record, what relevance it had to the negotiations at hand.

Q And isn't it also true, sir, in the early negotiations in June we brought up the concept of the Greenbrier in White Sulphur Springs, West Virginia in which we had nine collective bargaining agreements, including one with UNITE-HERE!, in which we had indicated that service charges were applied to the guest checks for everybody so that housekeepers, some of the lowest paid people in the hospitality business, would make the same thing as the banquet servers? And we specifically showed you the Greenbrier contract and said if you want to call up any of the labor leaders you may do that because it's a hospitality contract that shows an equalization of the labor cost?

A I'm sorry, I don't recall that at all.

Q And isn't it also true that you rejected all of that and said you want to adhere to the position, the traditional position in which the banquet servers receive a piece of the action, a percentage of the sale, and nobody else in the hotel gets a penny on that even if they participate in the delivery of that service? Isn't it true you adhered to that position?

A No, it's not.

Q Isn't it true --

A If you want me to give a more specific answer, first of all --

Q Sure.

A -- I don't know how many times I can say I don't recall a lot of these specific agreements, especially showing me the Greenbrier agreement. I don't remember that at all, number one. Number two, I did not say I was rejecting enhancements for housekeepers. And number three, again Mr. Stokes, it wasn't part of your proposal and I frankly probably if you did do it didn't listen very closely because I didn't want to deviate and add more issues onto already what I considered to be numerous issues in negotiations.

Q Isn't it true you specifically brought up the request for clarification of the job titles and job duties in June of 2009?

A We did and I believe I testified that the Employer had committing to getting us some of those job descriptions, which they never did.

Q Isn't it true that we did at that time and we actually explained to you any and all questions that you -- the answers to any and all questions you had concerning who did what and under what circumstances?

A To the best of my recollection it was the result of those discussions that the Employer said they would provide us with

job descriptions which according to my records we never received.

Q Isn't it true, Mr. Sawyer, that in those negotiations the Union was processing concerns and grievances throughout the negotiations?

A I don't believe so. I think what I believe happened is that issues surrounded around some of the proposals from both parties come up and are explained at the table as a way of talking out some of the proposals on both sides.

Q No, sir, what I'm asking you, this. Isn't it true that Mr. Daniel Esparza --

A Oh.

Q -- was processing concerns, some that rose to the level of grievance, all during this period of time, from 2008, through 2009, through July of 2010?

A I'm not aware of the specific -- Daniel Esparza does not work for me. The only thing I am directly aware of is a grievance that evidently was going to arbitration and which Mr. Lu contacted me about and there's a number of emails that went back and forth and initially I had told Mr. Lu he had coupled both this potential grievance maybe going to arbitration, I can't recall at that time it was -- or it was or was not in 2009 and some negotiation matters. I referred him back to the Local for grievance and arbitration issues.

Q Isn't it true that you took a traditional position on the compensation of banquet servers in the hospitality business from the outset without considering any other alternative even when we invited you to consider collective bargaining agreements that had compensated banquet servers in different manners?

A Our position was to negotiate the -- to reintroduce the existing contract with a few enhancements of the current collective bargaining agreement and responded we believe as much as possible as we went through this bargaining at a beginning process to the Employer's proposals.

Q And isn't it also true, Mr. Sawyer, that we pointed out that the method of compensating banquet servers created a rank disparity in how much money they made per hour in relation to the amount of money that, for example, a steward, someone that's cleaning in the kitchen, or a housekeeper is making without a concomitant increase in actual duties and skills necessary to do the job?

A Oh --

Q Isn't it true we brought that up?

A You certainly brought it up to me many occasions, Mr. Stokes, but I just don't recall the detailed conversation you're representing in open and public negotiations.

Q And isn't it true not only did we bring it up, you steadfastly took the position that you don't want to hear

anymore about it, you've made your proposal and you're sticking with it in the banquet area?

A Mr. Stokes, I have no recollection of the kind of discussion that you're representing here. And again, we simply were defending the renewed contract with our amendments and relating to the Employer's proposal which had no such proposals. So what you're representing to me is is the Employer had a proposal that that I was unaware was a proposal. I never saw any proposal like that in writing. And there were many times you talked to me off on the side and many times I remained silent. I didn't want to get deeply engaged in that to create more proposals from the Employer that already existed.

Q Mr. Sawyer, isn't it true that when we met in Denver you were in Denver because you were attempting to negotiate a card check recognition agreement with the Hyatt Denver and I was in Denver because I was in the middle of a jury trial with Mr. Fischer and my partner, Paul Wagner?

A No, actually that negotiation card check was negotiated some time before. A contract had already been negotiated. I was on there for special assignment from the International unrelated to the Hyatt Hotel.

Q Very well. Isn't it true that you mentioned to us that you had a card check recognition agreement with the Hyatt Denver?

A I probably said that. I was one of the -- the lead person

who achieved that, yes.

Q And isn't it true that it would have been easy for you to say to me I want to discuss something about the collective bargaining agreement and you and I were friendly and cordial enough with one another that we could have gone over to another part of the room to be alone to discuss that if that were necessary?

A Yes.

Q Now with respect to the information concerning the trust funds, as I understand it it's your practice that whatever information you have in your head that's consistent with your fiduciary duty as a trustee you have no problem sharing it with an employer if they ask for it.

A I very seldom do not -- very seldom do I go down that road, Mr. Stokes, because of a number of reasons. One is I don't want to be a ping pong ball between the trust and an employer and providing information and having -- giving them the right information, number one. Number two, I do not want to give incorrect information. In fact when I was the head of my Local our representatives were forbidden to give answers on trust benefits to the participants. They were in fact facilitated to a trust representative to ask -- answer those questions to the member directly. I practice just about the same practice with employers. Now especially a trust that I have no experience in

I am not going to try to answer questions I don't really have a clue about.

Q Mr. Sawyer, even about your own pension plan in Seattle you specifically mentioned to us gratuitously -- after we started bringing up the unfunded liability of the UNITE-HERE! retirement fund you gratuitously mentioned that you had no unfunded liability at your fund in Seattle. Isn't that true?

A At that time, right, I probably did.

Q At that photographic time. I'm not asking you about before or after. In that negotiations you had no problems at all specifically telling me across the table that, well, by the way, in Seattle our trust has no unfunded liability. Correct?

A Correct.

Q In addition to that you had no problem at all with telling me that, well, we didn't get connected with the UNITE-HERE! retirement fund, we kept our fund local in Seattle, did you?

A I said something to that effect, yes.

Q So those two subjects you had no problem at all telling me information about a local trust fund that we had -- that wasn't the subject of the negotiations but might be illustrative of a certain efficacy of your position on trust funds. Correct?

A Correct.

Q And you at no point had told Marvin Jones in October or November or December don't give the Sheraton Anchorage any

information about the pension trust, did you?

A No, not that I recall.

Q You -- and you would not have done that. If he'd called up and said they've asked for information you wouldn't have said, well, don't give them anything, would you?

A I would have said call your trust and encourage them to get with them the information they need.

Q And the mere fact that an employer might have two or three or four sources of information would not cause you in collective bargaining negotiations to give at least that information, here's the administrator, here's the lawyer, here's the actuary, here's the consultant, here's the insurance broker, here are the names of the professionals that are managing this fund. Isn't that true?

A That's a hypothetical for me because I've never had this come up with my employers. But no, I would have provided that information.

Q And isn't it true in the collective bargaining negotiations in June of 2009 I invited you to consider the example of where we asked for information in negotiating with the Local 11 UNITE-HERE! Los Angeles Hotel Employers Association when it had previously existed, I invited you to consider that we had asked for pension information, they brought -- they said fine, we'll it to you, they brought the pension administrator to the table

and they specifically and I specifically communicated to you in these negotiations in answer to the question how many people for whom contributions are made to the Taft Hartley pension trust actually get money and that particular administrator said one person. I gave you that example, isn't it true, in Los Angeles?

A You may have. I remember something about Local 11 and bringing somebody to the table but I don't remember the specifics.

Q And that our position was we'd like this information because we want to know the utilization rate, we want to know how many people are actually retiring and we have trustees sitting right in front of us, please tell us what you can and until you got involved and actually sent us names of people the Union hadn't given us any information whatsoever since October of 2008. Isn't that true?

A I can't testify to what the Union did or did not give you. I can only say that when you raised the point as soon as reasonably possible I responded in writing once I got the information myself frankly to help facilitate you to get your answers.

Q But it is also true at the time that you communicated that there was no unfunded liability at that time in the Seattle Local's pension trust fund you also said in the same paragraph, did you not, in the negotiations that you know that there is a

lot of unfunded liability in the fund here, in Alaska?

A I may have. I don't think I said there's a lot of unfunded liability. If I did say that I probably said something like I believe there is unfunded liability, I think I also said as there is in about 85 percent of the defined benefit programs in the United States.

Q Well, isn't it true that in response to your comparison with Seattle I indicated to you that I thought what you did by not becoming part of the UNITE-HERE! fund was prescient?

A You did and I did not respond.

Q You didn't brag about what you'd done. And I also said you must be proud of your decision on hindsight. Do you recall that?

A I do, yes.

Q Now it's also true that even recently the UNITE-HERE! National Retirement Fund which has been in critical status for some time has renamed itself, hasn't it?

A I'm not aware of that, that's possible but I don't have direct knowledge of that.

Q You're not a trustee on the na --

A I'm not a trustee on the fund.

Q And you have no knowledge whatsoever that the UNITE-HERE! National Retirement Fund in the last several weeks has actually eliminated the old name of it and now calls itself simply the

National Retirement Fund, deleting UNITE-HERE!?

A No, I'm not. I know there's a lot of discussions --

Q I'll send you an email.

A -- that have been going on at that fund but I have not. I tend -- I have -- my dance card is now full, Mr. Stokes, and so if I don't have to pay attention to something like that I tend not to.

Q Now, Mr. Sawyer, at any point in time during the negotiations either in June or July or in December or anytime during the gaps in between or in March did you receive copies of information sent out by the UNITE-HERE! National Retirement Fund to beneficiaries at the Sheraton Anchorage, individuals at the Sheraton Anchorage that were beneficiaries of the fund?

A I did not, no.

Q So any notices of critical status or any notices saying here's where your benefits are going to be reduced or modified and examples of those sent to the members of Local 878 you were not privy to during all these negotiations.

A I don't recall any. Sometimes -- some time during negotiations -- I had some negotiations with -- for a Local, small Local in Spokane in laundry negotiations and I asked the fund to get to me documents that had been sent out to the employers. I had not seen any of those. And then I made a second request to them and I believe it was sometime June of

this year or after that I asked them for just additional information which they sent me. I haven't had a chance go to through it all yet and I don't know if any of that was Sheraton specific. I didn't really ask for that, I just asked for notices that have gone out to -- as many notices as possible. So it is possible in that recent emailing which was sometime after June, I think closer to just a couple of months or three months ago, I might have something but not during our active negotiations.

Q I understand you might not have kept up with all that but it is true that those notices went out -- or let me ask you this. Do you have knowledge that in fact some notices from the UNITE-HERE! National Retirement Fund went to the membership of Local 878 of those individuals in the membership that were vested in the pension plan?

A I believe so. I think that the -- Jessica Lawson and the office had some that I think in passing I saw briefly.

Q But you didn't study them.

A No, I didn't.

Q And are you aware that some of those notices actually gave mathematical examples? They would say here's what your benefit was before and here's what it will be after.

A I was aware at some point I believe that being done but, again, I didn't -- I would have seen an individual notice to a

particular worker because that's inappropriate.

Q Now it is also true in these negotiations that at no point in time did we -- did management side ever say to you, as some do on both sides of the table in negotiations, we won't want to discuss grievances? We actually took the opposite position, we said we were -- we're happy to discuss grievances that often generate a reason for a language change. Do you recall that?

A I don't but I think it's very possible that you said that.

Q And isn't it also true that we specifically brought up as an example when in the 80's, early 80's, we started negotiating the nine collective bargaining agreements at the Greenbrier in West Virginia that the first couple of years of negotiations were all about grievances? That is we came to realize that when you went to the bargaining table it was just a flurry of grievances rather than arguing over whether this provision or that provision should be changed. Do you recall us mentioning that?

A I have a vague recollection of that, yes.

Q As a matter of fact I think I mentioned to you in the negotiations early on that one of the reasons that I believed it became more acceptable to do this is that when somebody wants to make a change in language it's good to say is this a problem. Do you remember that?

A No, but I'm -- it sounds like something you would have

said.

Q Well, and it's something you would agree to. If it -- if a particular application of language is a problem that creates a grievance then the parties might want to reconfigure the language.

A Sure.

Q And an example of our doing that in practice, is it not true, sir, was the grievance leading to a scheduled arbitration involving the job duties of the banquet serve?

A You know, to be honest with you I didn't really pay too much attention to that grievance, Mr. Stokes. It was not -- that was the Local's business. I think I told that to Mr. Lu in an email and I wasn't about to get involved in the middle of that, not with the responsibilities I had at that time especially.

Q Well, see if this refreshes your recollection. That not only was there a grievance filed concerning whether a banquet server had to actually clean the pla -- you know, scrape the plates.

A Right, right.

Q You know, they pull the plates off the table and they -- they're on a tray. But the hotel was taking the position they should scrape the plates too instead of using a banquet setup person to do that. Do you recall that?

A Yeah, I have a recollection of some of the very basics there.

Q And you're familiar in the hotel business that that is often an issue --

A Oh yeah.

Q -- where the banquet servers might say it's not my job to do that and the banquet setup people might say it is my job to do that and some hotels might take the position, well, the banquet server should do that job, that way we don't have to have a banquet setup person.

A Correct.

Q And you -- and the Union would oppose that and management would be in favor of that. Correct?

A Very possibly.

Q And it is also true that not only was it a grievance at this hotel that had been discussed since October of 2008 but it was actually maturing to an arbitration, we had selected an arbitrator.

A I can't speak to when the grievance originated. Certainly it was going to arbitration and I was the subject of unfortunately being in the middle of some of that due to the scheduling of the arbitration in regards to negotiations.

Q And, Mr. Sawyer, isn't it also the case that not only was it being scheduled to arbitration, we were trying to coordinate

the time and expense of coming to Alaska for the arbitration to be with collective bargaining negotiations?

A That's true.

Q And there was give and take between the parties on that issue. Isn't that true?

A That's true.

Q That is management was demanding of you by email if you will postpone the scheduling of the arbitration then we'll negotiate on this day and you were saying, well, I won't postpone the arbitration unless you agree to show up and negotiate on that date and things like that. Do you remember that?

A Well, I won't agree with the representation of the flow of what the discussion was but -- and I think it's all in the record actually in emails. But there was discussion about negotiating and doing the grievance at the same time.

Q Arbitration.

A Or arbitration, sorry. And I believe that when -- I was unavailable to actually negotiate which I believe the dates ended up May 18th and 19th perhaps.

Q Yes, sir.

A That then the Employer said, well, then we would prefer not to do the grievance then -- or the arbitration then. My play was that's fine but looking out for the Local's best interest

rather than shoving it back to the Local I said I would just ask that we agree to extend the time limits on that so that the Union doesn't sacrifice their position. And so I was a part of that discussion and from then on I didn't keep track of it frankly.

Q And in fact in those email discussions on that issue of extending a timeframe, we did that through email and --

A Yes.

Q -- and in fact agreed to extend -- management agreed --

A Yes.

Q -- to what you demanded.

A Correct.

Q Now isn't it true that during the negotiations that we had in the early stages -- I'm not saying that's your position today but isn't it true that in the early stages you referred on several occasions that the Hilton people were mean?

A To the best of my recollection the Employer in the very first day referenced that this Employer was not going to be like the Hilton and so I said something to the effect, well, that's good, because they're mean, they're very mean.

Q Now isn't it true, Mr. Sawyer, that on the issue of rooms, and I know you didn't recall this on direct examination but you now recall that the Employer moved from its position from 18 to 17 rooms?

A Correct.

Q And isn't it true that during that period of time, from your first proposal in April and our last proposal in August, the Union's position did not change?

A That's not true.

Q Okay. Let's go over --

A In our March session, because we'd shown you something in our sidebar, we had proposed increasing to 16 rooms. And I'm trying to recall my own proposal now but I believe it was in -- I think we proposed something like a four year agreement that we would reduce -- we would increase to 16 rooms was our counterproposal and that the last year of the contract it would go back down to 15.

Q I must not have made the question clear and I apologize for that, Mr. Sawyer. I thought I asked this question. Isn't it true from the first proposal of the Union in April of 2009 and management's proposal in 2009 until management's last proposal on August 21, 2009 the Union's position did not change?

A That's true.

Q And isn't it true that the Union's position did not change on the meal period, that is paying or not paying for the meal period?

A In that timeframe that's true.

Q Yes. And isn't it -- well, the Union's position --

ADMINISTRATIVE LAW JUDGE MEYERSON: I'm sorry, your answer clear.

A In that timeframe that's true.

ADMINISTRATIVE LAW JUDGE MEYERSON: Thank you.

Q And isn't it also true that the Union's position on meal period never changed?

A To date, no.

Q And isn't it true that the Union's position on whether the employees should pay $1.00 for the meal never changed?

A We never discussed that in negotiations frankly. There was a lot things we didn't discuss and that was one of them.

Q In fact we specifically discussed it in the June negotiations and we specifically proposed it with our economic proposal in the July negotiations. Isn't that true?

A I'm not aware of it being discussed in June. You may have proposed it in July. I'm -- if you said you proposed it I have no reason to doubt you on that. Whether we had any detailed discussions on that I consider it unlikely. You have to understand my state of mind, Mr. Stokes. I thought there was a lot to come in traditional bargaining the way I'm used to. I might have a perverted and myopic view of bargaining but I was waiting for the big bang money stuff to come and I thought we had a long ways to go on weeding out some of the contract language.

Q Well, Mr. Sawyer, that's just not accurate, is it? Because you had already been through negotiations in Anchorage at the Hilton and the -- what you say now to this Judge that you were waiting to happen didn't happen at the Hilton negotiations which had gone on for well over a year. Isn't that true?

A Mr. Stokes, I can't tell you directly the history of that bargaining. All I can tell you is I was in one session prior to implementation and one session afterwards and other than that I have very little knowledge as to what took place at the Hilton.

Q In fact you knew exactly where you were in December of 2008 in the Hilton negotiations, didn't you?

A No, I didn't.

Q You -- when you started talking to the Hilton people you did not know where you were?

A I believe I've already testified to this. I had a brief conversation with Marvin Jones who told me in his conversations with the HR Director that the HR Director had said, well, I guess, you know, we're going to impasse and I told Marvin unless that's where you think you are don't agree to anything like that.

Q Mr. Sawyer, your last session of collective bargaining negotiations with the Hilton was May 26, 2009, wasn't it?

A It was around the month of May, I can't recall the exact date but --

Q And isn't it true that before that you had a session in March of 2009?

A Yes, it is.

Q And before that had you had any negotiations in 2008?

A No.

Q So your participation in the Hilton negotiation consisted of March -- one meeting in March of 2009 and one day in May of 2009. Correct?

A Correct.

Q And before the March negotiations you met with the committee and found out what they wanted and what the -- management had proposed. Isn't that true?

A I can't recall how I entered that. I know that Jessica Lawson was meeting with them and whether I met with some of the committee or Jessica went over it with me, the committee's issues or not, I don't know. That was kind of a fire call for me, I parachuted in.

Q And isn't it true you suggested --

MS. ANZALONE: Your Honor --

ADMINISTRATIVE LAW JUDGE MEYERSON: Yeah, yeah.

MR. STOKES: I'm sorry.

ADMINISTRATIVE LAW JUDGE MEYERSON: You -- I heard you but it was low and Mr. --

MR. STOKES: I apologize.

ADMINISTRATIVE LAW JUDGE MEYERSON: -- Stokes was already talking. Say what you --

THE WITNESS: That I said, you know, that was one of those where I literally parachuted in which sometimes happens.

Q BY MR. STOKES: Well, I wouldn't say literally.

A Well, no, I guess not.

Q I know what you mean though.

A Yeah, thank you.

Q And isn't it true, Mr. Sawyer, that you knew where the Hilton was on wages in March of 2010 and you also knew where they were in December of 2008?

A I must have. I don't even recall the wages frankly. I think the biggest issue was things -- I can't recall all the issues now either but one of the big issues was of course rooms, as you noted many times during negotiations, that they had proposed 17 rooms. And there were other issues there I'm sure but I don't know if we -- I ever concentrated on wages. Things were going pretty fast there.

Q Isn't it true that in the Hilton negotiations you indicated that the parties may want to mediate?

A I could have, I don't recall.

Q And isn't it true that the employer indicated to you that there is absolutely no interest on the part of the employer in the Hilton negotiations in mediation?

A Very --

MS. ANZALONE: Objection, relevance. What does this matter?

ADMINISTRATIVE LAW JUDGE MEYERSON: Well, it's relevant to the extent the Hilton negotiations are relevant. I mean I've already indicated many times I'm allowing the Respondent to raise as a defense what was happening in the Hilton negotiations and it's -- to a more limited extent what was happening nationwide. So --

MS. ANZALONE: No, and I would agree with that but the last question was about the Hilton's position. I'm not sure that that matters. The positions that the Union has taken I understand Your Honor thinks is relevant but we could be here all day if we're going to nego -- if we're going to litigate the Hilton.

ADMINISTRATIVE LAW JUDGE MEYERSON: I don't think we're going to be here all day with this. If it gets too extended I'll cut it down. But I'm going to allow the last question to be answered. You can answer the question, sir.

MR. STOKES: Thank you, Your Honor. And I've ended that point.

ADMINISTRATIVE LAW JUDGE MEYERSON: Mr. Sawyer, did you answer?

THE WITNESS: I'm sorry --

MR. STOKES: I'm sorry, go ahead.

THE WITNESS: -- could you restate that question?

Q BY MR. STOKES: Sure. It was simply and isn't it true when you suggested that there be some mediation the representative for the Hilton, Mr. Bill Mede, indicated to you that the employer has no interest in mediation?

A That's very possible. I honestly don't recall that though. I don't recall period, so.

ADMINISTRATIVE LAW JUDGE MEYERSON: Okay, let's -- we're going to take a five minute break.

MR. STOKES: Yes -- very well.

(Off the record.)

Q BY MR. STOKES: Mr. Sawyer, at no point in time did you accept our position that the Employer would be happy to pay for a more perfect transmission of -- or transcription of the minutes of our negotiations. Isn't that true?

A I don't recall being asked and no, I did not agree to that.

Q Isn't it true, Mr. Sawyer, that the Union never deviated from its position on holidays from the moment it proposed in April until March of 2010, April of 2009 until March of 2010?

A Correct.

Q Isn't it true that the Union never deviated from its position on sick leave from its April 2009 proposal until March of 2010?

A Correct.

Q Isn't it true that the Union never proposed -- never changed from its position on funeral leave at any time during the negotiations?

A I don't recall.

Q Isn't it true that the Union never deviated from its position on jury duty?

A I believe that --

Q Leave.

A -- to be the case.

Q You -- and you do recall that these issues were discussed, that is the Employer proposed some different relatives or companions to be the subject of funeral pay than -- or funeral leave from what the Union was proposing?

A Let me try to answer that as best as I can. I'm not sure that we were against the Employer's proposal on funeral leave. As I think I've testified to before -- and I wouldn't agree to say they were discussed, they were presented. Explanations, whatever, if any existed on Employer proposals were made but as I think before the break I testified to at least in my world view I was waiting for the real discussion to come about all those issues and I don't believe it happened, at least not in the Union's view.

Q Mr. Sawyer, isn't it true that on direct examination when

you responded to counsel for the General Counsel's question about the 2006 strategy of UNITE-HERE! to try to get collective bargaining agreements around the country to expire at the same time that we talked about the Union's attempt to do that at that -- in our negotiations?

A We could have. I don't specifically recall that.

Q And isn't it true that we talked about the fact that it maybe appeared that the Union is attempting to do that in these negotiations because there were a multiple number of collective bargaining agreements that had expired in 2008 and 2009 that were not being signed, sealed and delivered?

A I don't recall that discussion. I don't recall either, though I don't pay a lot of attention to it, a lot of agreements expiring in 2008 and 2009 that were marking time or whatever the language you used. I'm not aware of that either.

Q Mr. Sawyer, isn't it true that you are specifically aware as an International Vice President of UNITE-HERE! that there are a multiplicity of collective bargaining agreements throughout the nation that have expired that have not been successfully negotiated in San Jose, San Francisco, Los Angeles, Chicago, Boston, Miami and other cities throughout the United States?

A I'm not aware of all of those. That is not discussed in our general executive board meetings of the International. We don't get briefings as to this is the status of negotiations

around the cities. I'm probably in some instances not even as aware as you are, Mr. Stokes, about the status of bargaining in some of the cities. I am aware that San Francisco I guess in some bargaining is not settled. I'm not directly aware of LA. San Jose I believe doesn't have a master agreement and they just negotiate agreements but --

Q Well, as a matter of fact most cities in the United States today and in 2008 and nine and 10 did not have what you just referred to as master agreements. Isn't that true?

A I can't answer that because I have no knowledge of who does and who doesn't other than just a casual thing that I pick up where I know San Francisco's got some sort of agreement. I believe Chicago's got some sort of agreement. But again, that's not something we get in some report or that we see through the International and it's just kind of a casual occurrence that I might learn of someone and sometimes I've probably heard it and don't remember it frankly.

Q Is it your testimony that when the lawsuits were filed and named you as a defendant -- and I don't mean they were after you, they named you just because you were an International Vice President and they named all the International Vice Presidents of UNITE-HERE!. Is it your testimony that when the lawsuits were filed that you did not engage in any discussions concerning any national strategy as to how to handle the lawsuits with

anyone within UNITE-HERE!?

A No. The only thing we discussed in GEB meetings was that there was a particular charges level and everything else and that was handled by whomever, including I would imagine the President and general counsel, Richard McCracken.

Q Isn't it true, sir, that you were specifically aware that in 2006 the UNITE-HERE! had a national strategy to try to negotiate as many individual Local contracts to expire at the same time as was possible?

A I was aware of an attempt to have especially contracts of major change to expire since we were dealing with one large employer often but individually dealing with that employer throughout the country and we thought it made sense to in fact as much as possible with those major employers be open and have common expiration dates.

Q Mr. Sawyer, as an International Vice President and as a labor leader of many years isn't it true that as a matter of policy you have expressed to me that it is in the interest of UNITE-HERE! to have as many collective bargaining agreements expire at the same time as possible?

A I don't what -- I don't recall what I've expressed to you but I happen to agree with President Wilhelm that I think it's crazy for us to individually be negotiating against the Hyatts or the Hiltons or the Marriotts or whomever of the world

1 individually pretending like it's an individual sort of
2 negotiations whereas even though our negotiations remain
3 localized and proposals are localized and ratification are
4 localized that certainly to expire at the same time made sense
5 to us.
6 Q And isn't it also true that to that end UNITE-HERE!
7 developed an entire program to try to get as many collective
8 bargaining agreements in 2009 and 2010, 2011, to expire in 2012?
9 A Well, first of all, I don't know that we've ever had a
10 program. You know, that's semantics that's dangerous in my
11 view. But -- and there were many -- in the 2006 bargaining for
12 instance where contracts, you know, tried to line up in 2004 and
13 before for 2006 and a whole new sort of campaign was created
14 which was independent of that, Hotel Workers Rising, which was
15 to brand and put a face on hotel workers in the country. But it
16 is also true that there were numerous hotels in numerous cities
17 that were not a part of that 2006 effort. I am not aware of --
18 I am aware of no discussions or any campaigns in the year 2009
19 and frankly I'm not aware of any plans, nor did I hear of any,
20 for anything in 2010 even with some of the things that are going
21 on now.
22 Q Mr. Sawyer, isn't that just not accurate? In fact not only
23 is Hotel Workers Rising, with a capital H and a capital W and a
24 capital R, a coordinated contract campaign by UNITE-HERE! that

was in existence in 2009 but it exists?

A Once you -- well, Hotel Workers Rising exists. You don't have to explain to me, Mr. Stokes, what a coordinated contract campaign -- what you mean by that.

Q I'm -- it's a program that was actually invented by your Union, and you're an International Vice President. Isn't that true?

A Again, it was urged to many semi-autonomous Locals that it made sense for Locals to try to have common expiration in 2006 and so some Locals, certainly not all, participated in that effort. There were certain language items urged on construction, on immigration, on protective rights for LGBT workers that were urged by the International for Local Unions to consider of which some Locals adopted some of those items but not necessarily all. But I'm aware of no such effort in 2009 and anything that's gone on in 2010 I'm unaware of -- as you're aware of, until June of 2010 I was head of a Local. Our Local's not participating in that, I don't know anything about that.

Q You do know that Sheraton, the name Sheraton is part of -- it's owned by the Starwood Corporation, do you not?

A I do.

Q And you do know that the Sheraton -- that the Starwood Corporation also owns the name of Westin Hotels.

A I do.

Q And which formerly years ago, you and I are old enough to remember this, was Western International Hotels.

A Correct.

Q And did you know that I negotiated a collective bargaining agreement at the Seattle Western International Hotel before it became a Westin?

A I did not.

MS. ANZALONE: Objection, relevance.

MR. STOKES: The --

ADMINISTRATIVE LAW JUDGE MEYERSON: Let's leave it alone, it's all right.

Q Isn't it true that we mentioned that in negotiations when you brought up your Seattle stories?

A You may have, I don't recall though, Mr. Stokes.

Q And -- but it is in fact true that there is a coordinated contract campaign by UNITE-HERE! with -- to coordinate the expiration of contract -- of collective bargaining negotiations with hotel companies that are connected with Starwood, Hyatt, Hilton, Marriott, the hotel giants of the industry, so that you can wield -- if you can get those contracts to expire at the same time you can wield more nationwide clout. Isn't that true?

A It's true that we have in the past gone for common expiration dates to at least have more of a standing against national and multi-national corporations against the majors.

Not the franchises however, Mr. Stokes, the majors run and operated by the majors. I don't know what's happened. Originally the prime targets were ones that were owned and operated by the majors but of course, as you realize, that began to change even in the middle of 2006 where a lot of the majors began to sell of and just get into the operation business and other people came in to own. So -- but that was the original concept that changed overnight.

Q And isn't it true also, Mr. Sawyer, that that national coordinated contract campaign by UNITE-HERE! know as Hotel Workers Rising was to some extent hampered by the split between the -- within UNITE-HERE! where the SEIU people were basically rating and there was counter-rating of employees?

A Well, it's true that all that was going on and it is true that that frustrated many efforts and -- of the union no matter -- because we have a lot of jurisdictions as you realize, a lot of industries, and it frustrated a lot of that. But again, I'm not aware of any plans to begin with in 2009 that there to disrupt.

Q I'd like to show you what has been received into evidence as Respondent's Exhibit 22. I show you Respondent's Exhibit 22 which His Honor has received into evidence. Your Honor, I'm sorry, I don't --

ADMINISTRATIVE LAW JUDGE MEYERSON: Is that the newspaper

article, the --

MR. STOKES: Yes, sir, Mr. Abowd.

ADMINISTRATIVE LAW JUDGE MEYERSON: I remember it. Thank you.

Q What I would invite you to do with response to Exhibit 22, Mr. Sawyer, is read just the first four paragraphs of the document which is entitled Labor Notes of October 28, 2009. To yourself.

A I wasn't planning on entertaining everybody.

(Pause.)

MS. ANZALONE: Your Honor, I have some witnesses. I didn't know how long this was going to go on. Could I just take a minute to just kind of sort out? I don't know how much more we have.

ADMINISTRATIVE LAW JUDGE MEYERSON: Sure. Let's find out what Mr. Stokes thinks his plans are with Mr. Sawyer.

MR. STOKES: We'll probably be -- I have to go through the July 17th -- portions of the July 17th contract and the March --

MS. ANZALONE: Right. That was my concern --

MR. STOKES: -- negotiations.

MS. ANZALONE: -- because it looks like we had a bit more.

MR. STOKES: If there's a witness from out of town or something --

MS. ANZALONE: No.

MR. STOKES: -- and you want me to interrupt the examination I'll be happy to do so.

MS. ANZALONE: No, no, it's not that. I just wanted to get a grasp. I mean --

MR. STOKES: It may be --

MS. ANZALONE: it looks like I can release them for lunch at least.

MR. STOKES: It may be several hours after lunch as well.

MS. ANZALONE: Right. Okay.

ADMINISTRATIVE LAW JUDGE MEYERSON: All right.

MS. ANZALONE: Well, I'm going to tell these witnesses that at least 1:00 o'clock.

ADMINISTRATIVE LAW JUDGE MEYERSON: That's fine, that's fine.

MS. ANZALONE: Okay.

ADMINISTRATIVE LAW JUDGE MEYERSON: Let's be off the record.

MR. STOKES: Well, it's 12:00 now and if we break for lunch it would be after that because I may be at least an hour.

ADMINISTRATIVE LAW JUDGE MEYERSON: Sure.

MS. ANZALONE: Just for now --

MR. STOKES: Okay.

MS. ANZALONE: -- I'll excuse them for an hour.

ADMINISTRATIVE LAW JUDGE MEYERSON: All right.

EXHIBIT 3

BEFORE THE

NATIONAL LABOR RELATIONS BOARD

In the Matter of:	
REMINGTON HOTEL CORPORATION, d/b/a THE SHERATON ANCHORAGE,	
Respondent,	Case Nos. **19-CA-32148**
and	**19-CA-32188**
	19-CA-32222
	19-CA-32238
UNITE-HERE! LOCAL 878, AFL-CIO,	**19-CA-32301**
	19-CA-32334
Union.	**19-CA-32337**
	19-CA-32349
	19-CA-32367
	19-CA-32414
	19-CA-32420
	19-CA-32438
	19-CA-32487

VOLUME XVII

The above entitled matter came on for hearing pursuant to notice, before **GREGORY Z. MEYERSONPresiding Judge**, Administrative Law Judge, at **222 W. 7th Avenue, Room 152-A, Anchorage, Alaska,** on **Tuesday, October 19, 2010 at 9:00 a.m.**

A P P E A R A N C E S

On Behalf of the Employer:

ARCH STOKES, ESQ.
Stokes, Roberts & Wagner
3593 Hemphill Street
Atlanta, Georgia 30337
(404) 766-0076

KARL M. TERRELL, ESQ.
Stokes, Roberts & Wagner
3593 Hemphill Street
Atlanta, Georgia 30337
(404) 766-0076

On Behalf of the General Counsel:

MARA-LOUISE ANZALONE
National Labor Relations Board
Region 28
2600 North Central Avenue, Suite 1800
Phoenix, Arizona 85004
(602) 640-2117

On Behalf of the Union:

JESSICA LAWSON
2800 1st Avenue, Room 3
Seattle, Washington 98121
(206) 963-6019
(907) 563-8844

I N D E X

WITNESSES	DIRECT	CROSS	REDIRECT	RECROSS	VOIR DIRE
William Mede	3226	3248	3251		
Linda Mankoff	3258	3305	3403 3424	3415	

ADMINISTRATIVE LAW JUDGE MEYERSON: Bellman. Okay. Respondent?

MR. TERRELL: As long as he's not going to testify he can be in the room of course.

ADMINISTRATIVE LAW JUDGE MEYERSON: Right. And the truth of the matter is under the sequestration rule Mr. Mede is being called as a witness by Respondent so the sequestration rule really would not apply to this gentleman. I mean if there are issues that are raised at some point through Mr. Mede's testimony that you think might somehow cause a problem for the gentleman who's in the back of the room to sit through we can deal with that issue as it comes up. But as I understand the sequestration rule order that I issued it would not apply because Mr. Mede is not being called by General Counsel. All right. Mr. Mede, we've met before. You understand I'm the Administrative Law Judge who's hearing this case and obviously you're being called as a witness by Respondent. All right?

THE WITNESS: I understand, Your Honor.

ADMINISTRATIVE LAW JUDGE MEYERSON: Okay. If you would kindly simply state and spell your name for the record.

THE WITNESS: Sure. My name is William Mede, M-E-D-E.

ADMINISTRATIVE LAW JUDGE MEYERSON: Thank you. Mr. Terrell, your witness.

MR. TERRELL: Yes, thank you.

DIRECT EXAMINATION

Q BY MR. TERRELL: Good morning, Mr. Mede.
A Morning.
Q I understand you're an attorney and you're based here in Anchorage?
A Correct.
Q And what is the nature of your practice?
A I'm an employment -- labor and employment lawyer representing employers.
Q Okay. And were you involved in the collective bargaining negotiations at the Anchorage Hilton in 2008, 2009?
A I was.
Q Okay. Who was at the bargaining table for management in those negotiations?
A It varied throughout the bargaining. I was the chief negotiator from the beginning through the end of the bargaining. I was always assisted by the Hilton General Manager. At one time it was Eric Kiddle I believe was his last name. Mr. Kiddle left the Hilton and Karen Vezina became the GM. She -- Karen attended I believe from beginning through end but towards the tail end was active GM. And then we had other representatives of the company at the initial session but for virtually all of the sessions following the initial session it was myself and Mr. Kiddle and Ms. Vezina on behalf of the Hilton.
Q All right. And on the Union side who was at the table?
A Initially Marvin Jones, the Local HERE rep, was the

Union's chief negotiator. At the initial session I think John Wilhelm from the Union came in. At some point in time, the date of which I don't recall, the Union changed chief negotiators and it switched from Marvin Jones to Rick Sawyer.

Q Okay. You said Mr. John Wilhelm was present at which meeting?

A The initial session which I believe was at the tail end of July 2008.

Q All right. What role did he play? I would imagine observer at the very least. Did he play any other role?

A He spoke. I haven't gone back and reviewed my bargaining notes but my recollection is that that was the initial session. My recollection is that Mr. Wilhelm stated the importance of the negotiations to the Union, expected the company to bargain in good faith. I believe the company had had some history with the Union at some other facilities that the Union wasn't happy with and my recollection is that Mr. Wilhelm said that if the negotiations didn't pan out in a manner that the Union thought they should that he might be back.

Q Okay. Do you recall the dates of the meetings?

A Vaguely. I produced documents pursuant to the subpoena and I browsed through the documents. If memory serves me I think we began bargaining on or about July 30, 2008.

Q Okay. Do you remember off the top of your head all of the other dates?