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Remington Lodging & Hospitality, LLC d/b/a The Sheraton Anchorage and UNITE-HERE! Local 878. Cases 19-CA-32599, 19-CA-32733, 19-CA-32734, 19-CA-32735, 19-CA-32736, 19-CA-32737, 19-CA-32738, 19-CA-32739, 19-CA-32740, 19-CA-32745, 19-CA-32760, 19-CA-32806, 19-CA-32812, 19-CA-32915, 19-CA-33009, 19-CA-33010, 19-CA-33011, 19-CA-33047, 19-CA-33194, 19-CA-70707, and 19-CA-70719

March 31, 2016

ORDER GRANTING MOTION

BY CHAIRMAN PEARCE AND MEMBERS MISCIMARRA AND MCFERRAN

On September 15, 2015, the National Labor Relations Board issued its Decision and Order in the above-entitled proceeding.¹ The Board found, among other things, that the Respondent, Remington Lodging & Hospitality, LLC d/b/a The Sheraton Anchorage, violated Section 8(a)(5) and (1) of the Act by unilaterally implementing changes to employees' terms and conditions of employment between April 2010 and October 2011.² The Order required that the Respondent make its employees whole for any losses incurred as a result of its unilateral changes "plus interest, as provided for in the remedy section of the judge's decision." The remedy section of the judge's decision required that the Respondent make its employees whole for any losses incurred as a result of its unilateral changes, but it did not provide a method for computing monetary losses.³

On December 31, 2015, the General Counsel filed a motion seeking clarification of the remedial order. The General Counsel asks the Board to modify its Order to require that the make-whole computations for the Respondent's employees affected by its unilateral changes

¹ 363 NLRB No. 6.

² These changes included eliminating banquet employees' scheduling preference sheets, terminating its practice of posting banquet employee schedules by noon on Fridays, ceasing to assign work and scheduling employees according to seniority, changing its sick leave policy, ceasing to make contributions to the UNITE-HERE! National Retirement Fund on behalf of bargaining-unit employees, subcontracting bargaining-unit work, reducing banquet server compensation by allocating a portion of their gratuities to pay for the services of third-party banquet servers, and changing banquet server and set up job duties, staffing, and scheduling.

³ The judge's remedy did require that interest be compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB 6 (2010).

be computed in accordance with *Ogle Protection Service, Inc.*, 183 NLRB 682 (1970), enf. 444 F.2d 502 (6th Cir. 1971). The Respondent has not filed any response.

The General Counsel's requested modification to the Order is consistent with the Board's customary remedy in a case where a respondent has engaged in an unfair labor practice that caused, or may have caused, employees monetary loss, but where the employees have suffered no cessation of employment with the respondent.⁴ The failure to specify the method for computing employees' backpay in this case was inadvertent. Therefore, we shall grant the motion and modify the Order accordingly.

ORDER

The General Counsel's motion for clarification is granted. Accordingly, the Board's Order in the underlying decision (363 NLRB No. 6) is modified, and the Respondent, Remington Lodging & Hospitality, LLC d/b/a The Sheraton Anchorage, Anchorage, Alaska, its officers, agents, successors, and assigns, shall take the actions specified in the Order as modified.

1. Substitute the following for paragraph 2(d).

"(d) Make its employees whole for any losses incurred as a result of its unilateral changes in terms and conditions of their employment in accordance with *Ogle Protection Service*, 183 NLRB 682 (1970), enf. 444 F.2d 502 (6th Cir. 1971), with interest as prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB 6 (2010)."

Dated, Washington, D.C. March 31, 2016

Mark Gaston Pearce, Chairman

Philip A. Miscimarra, Member

Lauren McFerran, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

⁴ See *Ogle Protection Service, Inc.*, supra at 683; see also *Pepsi-America, Inc.*, 339 NLRB 986, 986 fn. 2 (2003).