

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**HILTON WORLDWIDE, INC. d/b/a
HILTON PHOENIX SUITES**

and

UNITE HERE LOCAL 631

**Cases 28-CA-171391
28-CA-174792
28-CA-180066**

**HOSPITALITY VENTURES
MANAGEMENT–PHOENIX, LLC d/b/a
HILTON PHOENIX SUITES**

and

UNITE HERE LOCAL 631

**Cases 28-CA-178430
28-CA-184195**

DECISION AND ORDER

Statement of the Cases

On December 6, 2016, Hilton Worldwide, Inc. d/b/a/ Hilton Phoenix Suites (Respondent Hilton), Hospitality Ventures Management – Phoenix, LLC d/b/a/ Hilton Phoenix Suites (Respondent Hospitality Ventures), UNITE HERE Local 631 (the Union), and the General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board’s approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act and the Board’s Rules and Regulations, and the Respondents waived their right to contest the entry of a consent judgment or to receive further notice of the application therefor.

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following

Findings of Fact

1. The Respondents’ businesses

Respondent Hilton is a corporation with its principal office and place of business in McLean, Virginia, and operates hotels providing food and lodging, including, until about June 29, 2016, a hotel providing food and lodging in Phoenix, Arizona (the Hilton Phoenix Suites). During the 12-month period ending March 9, 2016, Respondent Hilton, in conducting its operations described above, purchased and received at the Hilton Phoenix Suites goods valued in excess of \$50,000 directly from points outside the State of Arizona. In conducting its operations during the 12-month period ending March 9, 2016, Respondent Hilton derived gross revenues in excess of \$500,000.

Respondent Hilton is now, and has been at all material times, an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the National Labor Relations Act (the Act).

Respondent Hospitality Ventures has been a corporation with an office and place of business at the Hilton Phoenix Suites in Phoenix, Arizona, where it operates a hotel providing food and lodging. Based on a projection of its operations since about June 29, 2016, at which time Respondent Hospitality Ventures commenced its operations at the Hilton Phoenix Suites, Respondent Hospitality Ventures will annually, in conducting its operations described above, purchase and receive at the Hilton Phoenix Suites goods valued in excess of \$50,000 directly from points outside the State of Arizona. Based on a projection of its operations since about June 29, 2016, at which time Respondent Hospitality Ventures commenced its operations at the Hilton Phoenix Suites, Respondent Hospitality Ventures will annually derive gross revenues in excess of \$500,000.

At all material times, Respondent Hospitality Ventures has been an employer engaged in commerce within the meaning of Section (2), (6), and (7) of the Act.

On about June 29, 2016, Respondent Hospitality Ventures assumed operational control of the business of Respondent Hilton at the Hilton Phoenix Suites and since then has continued to operate the business of Respondent Hilton at the Hilton Phoenix Suites in basically unchanged form. Before engaging in the conduct described above, Respondent Hospitality Ventures was put on notice of Respondent Hilton's potential liability in Board Cases 28-CA-171391 and 28-CA-174792 by letter from a Board agent to Respondent Hospitality Ventures President and CEO Robert S. Cole, an agent of Respondent Hospitality Ventures. Based on the conduct and operations described above, Respondent Hospitality Ventures has continued the employing entity with notice of Respondent Hilton's potential liability to remedy its unfair labor practices, and Respondent Hospitality Ventures is a successor to Respondent Hilton.

2. The labor organization involved

UNITE HERE Local 631 is a labor organization within the meaning of Section 2(5) of the National Labor Relations Act.

ORDER

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, the National Labor Relations Board orders that:

A. The National Labor Relations Board orders that the Respondents Hilton Worldwide, Inc. d/b/a Hilton Phoenix Suites, McLean, Virginia, and Hospitality Ventures Management – Phoenix, LLC d/b/a Hilton Phoenix Suites, Phoenix, Arizona, their officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Granting employees benefits, by conduct, including, but not limited to, giving employees less arduous work assignments, in response to employees' union organizing activities.

(b) Interrogating employees about their union support and activities, and the union sympathies of other employees.

(c) Threatening its employees with loss of benefits if they choose to be represented by the Union.

(d) By soliciting employee complaints and grievances, promising employees increased benefits and improved terms and conditions of employment to discourage employees from union organizing activities.

(e) Threatening employees that if they become union members they will be discharged if they fail to pay fines imposed by the Union.

(f) Threatening employees with unspecified reprisals if they select the Union as their collective-bargaining representative.

(g) Promulgating and maintaining overly-broad and discriminatory rules or directives requiring employees to go to their direct supervisor when they have a problem.

(h) Promulgating and maintaining overly-broad and discriminatory rules or directives requiring its employees not to disrespect or argue with their supervisors.

(i) Promulgating and maintaining overly-broad and discriminatory rules or directives requiring its employees not to question the authority of its supervisors.

(j) Threatening employees with more onerous working conditions if they join or support the Union, engage in protected concerted activities, or file unfair labor practice charges with the Board.

(k) Creating an impression among its employees that their Union or other concerted activities are under surveillance.

(l) Disciplining employees for engaging in protected, concerted activities, forming, joining and assisting the Union, or threatening to file a charge with the Board.

(m) Eliminating services or positions because their employees form, join and assist the Union and engage in concerted activities, and to discourage employees from engaging in these activities.

(n) Laying off, discharging, or refusing to hire employees because their employees form, join and assist the Union and engage in concerted activities, and to discourage employees from engaging in these activities.

(o) In any other manner interfering with, restraining or coercing their employees in the exercise of their right to self-organization, to form labor organizations, to join or assist the Union or any other labor organization, to bargain collectively through representatives of their own choosing and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

(p) Discharging or refusing to reinstate any of their employees or in any other manner discriminating in regard to hire or tenure of employment, or any other term or condition of employment, in order to discourage membership in UNITE HERE Local 631, or in any other labor organization.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) Within fourteen (14) days of the effective date of the Board's Order, remove from their respective files any reference to the documented verbal warning issued to Jimmy Venegas about April 15, 2016, and within 3 days thereafter, notify him, in writing, that this was done and that the discipline will not be used against him in any way.

(b) Within fourteen (14) days of the effective date of the Board's Order, remove from their respective files any reference to the layoff and/or discharge of, and/or the decision not to hire and/or consider for hire, Mikel Crandall (Crandall), Franco Hernandez (Hernandez), and Will Jenkins (Jenkins), and within 3 days thereafter, notify them, in writing, that this was done and that the layoff and/or discharge, and/or the decision not to hire and/or consider for hire them, will not be used against them in any way.

(c) Within seven (7) days of service by the Region, sign copies of the attached notice marked "Appendix A" in English, Spanish, and any other languages deemed

appropriate by the Regional Director, for posting and distribution by Respondent Hospitality Ventures, in the manner provided below.

(d) Within twenty-one (21) days after service by the Region, file with the Regional Director a sworn certificate of a responsible official on a form provided by the Region attesting to the steps that the Respondents have taken to comply.

B. The National Labor Relations Board orders that Respondent Hospitality Ventures Management – Phoenix, LLC d/b/a Hilton Phoenix Suites, Phoenix, Arizona, its officers, agents, successors, and assigns, shall

1. Cease and desist from:

(a) Failing and refusing to recognize and bargain in good faith with the Union as the exclusive representative of employees in the following unit (the Unit):

All full-time and regular part-time bell employees employed by Respondent Hospitality Ventures at the Hilton Phoenix Suites, excluding all other employees, managers, guards, and supervisors as defined by the Act;

(b) In any other manner interfering with, restraining or coercing its employees in the exercise of their right to self-organization, to form labor organizations, to join or assist the Union or any other labor organization, to bargain collectively through representatives of their own choosing and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) Within fourteen (14) days from the effective date of the Board's Order, if it has not already done so, make whole Crandall for loss of pay suffered by reason of the discrimination against him, by payment to him in the total amount of \$10,557, including \$10,467 in backpay plus \$90 in interest.

(b) Within fourteen (14) days from the effective date of the Board's Order, if it has not already done so, make whole Hernandez for loss of pay suffered by reason of the discrimination against him, by payment to him in the total amount of \$10,165, including \$10,072 in backpay plus \$93 in interest.

(c) Within fourteen (14) days from the effective date of the Board's Order, if it has not already done so, make whole Jenkins for loss of pay suffered by reason of the discrimination against him, by payment to him in the total amount of \$4,074, including \$4,038 in backpay plus \$36 in interest.

(d) Within fourteen (14) days from the effective date of the Board's Order, reinstate the bell employee position at the Hilton Phoenix Suites, and, within twenty-eight (28) days from the date of the Board's Order, staff the bell employee position with the full complement of three bell employees who were employed at that facility prior to the elimination of the bell employee position, in the manner provided below.

(e) Within fourteen (14) days from the effective date of the Board's Order, if it has not already done so, offer, in writing, Crandall, Hernandez, and Jenkins full instatement to bell employee positions at the Hilton Phoenix Suites, without prejudice to their seniority or other rights or privileges they would have enjoyed had they not been laid off and/or discharged and had they been hired or retained when Respondent Hospitality Ventures began operating the Hilton Phoenix Suites about June 29, 2016.

(f) Within twenty-eight (28) days from the effective date of the Board's Order, if it has not already done so, in the event that Crandall, Hernandez, and/or Jenkins decline offers of full instatement to bell employee positions at the Hilton Phoenix Suites, hire enough employees to reinstate the full complement of three bell employees that was employed at the Hilton Phoenix Suites before the bell employee position was eliminated at that facility.

(g) Within fourteen (14) days of service by the Region, post at the facility located at 10 E Thomas Road in Phoenix, Arizona, copies of the attached notice marked "Appendix A" in English, Spanish, and any other languages deemed appropriate by the Regional Director. Copies of the notice, on forms provided by Region 28, after being signed by the Respondents' authorized representatives, shall be posted by Respondent Hospitality Ventures and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. Respondent Hospitality Ventures will take reasonable steps to ensure that the notices are not altered, defaced or covered by any other material. In the event that, during the pendency of these proceedings, Respondent Hospitality Ventures has gone out of business or closed the facility involved in these proceedings, Respondent Hospitality Ventures shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by either of the Respondents at any time since February 19, 2016.

(h) Within fourteen (14) days of service by the Region, post at the facility located at 10 E Thomas Road in Phoenix, Arizona, copies of the attached explanation of rights marked "Appendix B" in English, Spanish, and any other languages deemed appropriate by the Regional Director. Copies of the explanation of rights, on forms provided by Region 28, shall be posted by Respondent Hospitality Ventures and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. Respondent Hospitality Ventures will take reasonable steps to ensure that the notices are not altered, defaced or covered by any other material. In the event that, during the pendency of these proceedings, Respondent Hospitality Ventures has gone out of business or closed the facility involved in these proceedings, Respondent Hospitality Ventures shall duplicate and mail, at its own

expense, a copy of the notice to all current employees and former employees employed by either of the Respondents at the Hilton Phoenix Suites at any time since February 19, 2016.

(i) Within fourteen (14) days of service by the Region, distribute copies of the attached notice marked "Appendix A" and explanation of rights marked "Appendix B" in English, Spanish, and any other languages deemed appropriate by the Regional Director, after being signed by the Respondents' authorized representatives, electronically, by email to all employees at the facility located at 10 E Thomas Road in Phoenix, Arizona, posting on an intranet or an internet site, or other electronic means, if Respondent Hospitality Ventures customarily communicates with employees by such means. The electronic posting shall remain posted for 60 consecutive days from the date it was originally posted. Respondent Hospitality Ventures will e-mail the Region's Compliance Officer at cheryl.leavengood@nlrb.gov with a link to the electronic posting location on the same day as the posting. In the event that passwords or other log-on information is required to access the electronic posting, Respondent Hospitality Ventures agrees to provide such access information to the Region's Compliance Officer. If the Notice is distributed via e-mail, Respondent Hospitality Ventures will forward a copy of the e-mail distributed to the Regional Compliance Officer.

(j) Within 14 days of the effective date of the Board's Order, Respondent Hospitality Ventures will convene a meeting during each work shift at the facility located at 10 E Thomas Road in Phoenix, Arizona, during working time, scheduled to ensure the widest possible attendance, at which the attached notice marked "Appendix A" will be read to all employees, supervisors, and managers at that facility in English and Spanish by Jay Anderkin and the attached explanation of rights marked "Appendix B" will be read to all employees, supervisors, and managers at the facility in English and Spanish by a Board agent. Respondent Hospitality Ventures shall maintain sign-in sheets for supervisors and managers at the readings and give copies of the notice marked "Appendix A" and explanation of rights marked "Appendix B" to all employees, supervisors, and managers at the facility. Respondent Hospitality Ventures shall also afford the Union, through the Regional Director, reasonable notice and opportunity to have a representative present when the notice marked "Appendix A" and explanation of rights marked "Appendix B" are read to employees. Translation shall be made available for any individual whose language of fluency is other than English or Spanish. The meetings shall be for the above-stated purpose only. Individuals unable to attend the meeting to which they have been assigned will be able to attend a subsequent meeting during which the same reading shall take place under the same conditions. Respondent Hospitality Ventures shall allow all employees to attend these meetings without penalty or adverse employment consequences, either financial or otherwise.

(k) On request, bargain with the Union as the exclusive representative of employees in the following appropriate unit concerning terms and conditions of employment and, if any understanding is reached, embody the understanding in a signed agreement:

All full-time and regular part-time bell employees employed by Respondent Hospitality Ventures at the Hilton Phoenix Suites, excluding all other employees, managers, guards, and supervisors as defined by the Act;

Dated, Washington, D.C., April 11, 2017

Philip A. Miscimarra, Acting Chairman

Mark Gaston Pearce, Member

Lauren McFerran, Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD

APPENDIX A

**NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government**

**PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER
AND A CONSENT JUDGMENT OF ANY APPROPRIATE
UNITED STATES COURT OF APPEALS**

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join, or assist a union;
Choose a representative to bargain with us on your behalf;
Act together with other employees for your benefit and protection;
Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

UNITE HERE LOCAL 631 (the Union) is the employees' representative in dealing with Hospitality Ventures Management — Phoenix, LLC regarding wages, hours and other working conditions of the employees in the following unit (the Unit):

All full-time and regular part-time bell employees employed by Hospitality Ventures Management — Phoenix, LLC, excluding all other employees, managers, guards, and supervisors as defined by the Act.

WE WILL NOT threaten you with loss of benefits or unspecified reprisals if you choose to be represented by or support the Union or any other union.

WE WILL NOT threaten that if you become a member of the Union or any other union, you will be discharged if you fail to pay fines imposed by the union you have joined.

WE WILL NOT ask you about whether you or other employees support the Union or any other union.

WE WILL NOT make it appear to you that we are watching out for your union or other protected concerted activities.

WE WILL NOT promise you better benefits or give you new or better benefits to discourage you from supporting the Union or any other union.

WE WILL NOT ask you about your complaints and grievances and imply that we will fix them in order to discourage you from supporting the Union or any other union.

YOU HAVE THE RIGHT to engage in protected concerted activities, including talking to other employees about concerns about wages, hours, and working conditions, and freely bringing concerns about those subjects to us on behalf of yourself and other employees, and **WE WILL NOT** do anything to interfere with your exercise of that right.

WE WILL NOT issue overly broad or discriminatory directives requiring you to go directly to your immediate supervisor if you have a problem.

WE WILL NOT issue overly broad or discriminatory directives barring you from disrespecting or arguing with your supervisors.

WE WILL NOT issue overly broad or discriminatory directives barring you from questioning the authority of your supervisors.

WE WILL NOT threaten you with more onerous working conditions because you engage in protected concerted activities, join or support the Union or any other union, or threaten to file unfair labor practice charges with the National Labor Relations Board.

WE WILL NOT discipline you because you engage in protected concerted activities, join or support the Union or any other union, or threaten to file unfair labor practice charges with the National Labor Relations Board.

WE WILL NOT discharge you because you engage in protected concerted activities or join or support the Union or any other union.

WE WILL NOT eliminate services offered at our facility or eliminate your job classification because you engage in protected concerted activities or join or support the Union or any other union.

WE WILL NOT refuse to hire you because you engage in protected concerted activities or join or support the Union or any other union.

HOSPITALITY VENTURES MANAGEMENT — PHOENIX, LLC WILL NOT fail and refuse to recognize and bargain in good faith with the Union as the exclusive representative of employees in the Unit.

WE WILL NOT in any other manner interfere with your rights under Section 7 of the Act.

WE WILL remove from our files all references to the documented verbal warning issued to Jimmy Venegas about April 15, 2016, and **WE WILL** notify him in writing that this has been done and that the documented verbal warning will not be used against him in any way.

HOSPITALITY VENTURES MANAGEMENT — PHOENIX, LLC WILL immediately reinstate the bell employee position at the Hilton Phoenix.

HOSPITALITY VENTURES MANAGEMENT — PHOENIX, LLC WILL immediately offer to instate and/or reinstate Mikel Crandall, Fernando Hernandez, and Will Jenkins to the bell employees positions they held before it began operating the Hilton Phoenix Suites about June 29, 2016, without prejudice to their seniority or any other rights or privileges they would have enjoyed had they been hired when it began operating the Hilton Phoenix Suites about June 29, 2016, and, if any of those individuals decline offers of instatement and/or reinstatement, **IT WILL** hire enough employees to reinstate the full complement of three bell employees that was employed at the Hilton Phoenix Suites before the bell employee position was eliminated at that facility.

HOSPITALITY VENTURES MANAGEMENT — PHOENIX, LLC WILL make Mikel Crandall, Fernando Hernandez, and Will Jenkins whole for any loss of earnings and other benefits resulting from their layoffs and/or discharges and their not being hired, less any net interim earnings, plus interest, plus reasonable search-for-work and interim employment expenses.

HOSPITALITY VENTURES MANAGEMENT — PHOENIX, LLC WILL on request, bargain with the Union and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the Unit.

**HILTON WORLDWIDE, INC. d/b/a HILTON
PHOENIX SUITES**

**HOSPITALITY VENTURES MANAGEMENT –
PHOENIX, LLC d/b/a HILTON PHOENIX SUITES**

The Board's decision can be found at www.nlr.gov/case/28-CA-171391 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

APPENDIX B

Explanation of Rights
Posted and Distributed BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

Employees covered by the National Labor Relations Act have the right to join together to improve their wages and working conditions, including by organizing a union and bargaining collectively with their employer, and also the right to choose not to do so. This Explanation of Rights contains important information about your rights under this Federal law. The National Labor Relations Board has ordered Hospitality Ventures Management — Phoenix, LLC to provide you with the Explanation of Rights to describe your rights and to provide examples of illegal behavior.

Under the National Labor Relations Act, you have the right to:

- Organize a union to negotiate with your employer concerning your wages, hours, and working conditions.
- Support your union in negotiations.
- Discuss your wages, benefits, other terms and conditions of employment, and collective-bargaining negotiations with your coworkers or your union.
- Take action with one or more coworkers to improve your working conditions.
- Strike and picket, depending on the purpose or means used.
- Choose not to do any of these activities.

It is illegal for your employer to:

- Threaten you with job loss or loss of pay or benefits, if you support a union or act in support of collective bargaining.
- Question you about your union sympathies or activities, or the sympathies or activities of other employees, in circumstances where that questioning tends to interfere with, restrain or coerce you in the exercise of the rights listed above.
- Promise you benefits, such as promotions, pay raises, or better treatment, in order to discourage your support for the union or for collective bargaining.
- Make unilateral changes in your terms and conditions of employment without first providing your union with notice of the proposed changes and affording the union an opportunity to bargain about the changes, except in certain situations.

- Warn, suspend, discharge, transfer or eliminate your work because you have supported the union or acted in support of collective bargaining. It is also illegal for your employer to threaten to do any of these things.

- Spy on your activities in support of your union or collective bargaining.

- **There are rules that govern your employer's conduct during collective bargaining with your union.**

- Your employer must meet with your union at reasonable times to bargain in good faith about wages, hours, vacation time, insurance, safety practices and other mandatory subjects.

- Your employer must participate actively in the negotiations with a sincere intent to reach an agreement.

- Upon a request by the union, your employer is required to provide information to the union that it needs to do its job as your representative.

- Your employer must continue to bargain with the union after the contract expires and must not change existing working terms and conditions while bargaining continues.

- Your employer must honor any collective-bargaining agreement that it reaches with your union.

- Your employer cannot retaliate against you if you participate or assist your union in collective bargaining.

Illegal conduct will not be permitted. The National Labor Relations Board enforces the Act by prosecuting violations. If you believe your rights or the rights of others have been violated, **you should contact the NLRB promptly to protect your rights, generally within 6 months of the unlawful activity.** You may ask about a possible violation without your employer or anyone else being informed that you have done so. The NLRB will conduct an investigation of possible violations if a charge is filed. Charges may be filed by any person and need not be filed by the employee directly affected by the violation.

You can contact the NLRB's regional office, located at:

2600 North Central Avenue, Suite 1400

Phoenix, Arizona 85004

Or you can contact the NLRB by calling:

(602) 416-4754

For more information about your rights and about the National Labor Relations Board and the Act, visit the Agency's Website: <http://www.nlr.gov>.

This is an official Government Notice and must not be defaced by anyone.

The Board's decision can be found at www.nlr.gov/case/28-CA-171391 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

