

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 18

RICHFIELD HOSPITALITY, INC.,  
AS MANAGING AGENT FOR KAHLER  
HOTELS, LLC

Case No.: 18-CA-198527

and

UNITE HERE INTERNATIONAL UNION,  
LOCAL 21

---

**ANSWER**

COMES NOW, the above named Respondent and hereby responds to the enumerated allegations in the complaint and notice of hearing, as follows:

1. Admitted.
- 2(a)-(d). Admitted.
3. Admitted.
4. Admitted.
5. Admitted.
6. Admitted.
7. Admitted.
8. Admitted.
9. Admitted.
10. Denied. The “individual contracts” related to a single event, and were allowable under provisions of the parties’ collective bargaining agreement, retained in the implemented contract, such as the Lateral Service provision.

11(a). Denied. The “changed wages” related to a single event, and were allowable under provisions of the parties’ collective bargaining agreement, retained in the implemented contract, such as the Lateral Service provision.

11(b). Denied. The circumstances were allowable under provisions of the parties’ collective bargaining agreement, retained in the implemented contract, such as the Lateral Service provision.

11(c). Admitted that the Union wasn’t given prior notice, because such was not required under either the collective bargaining agreement or implemented contract. The event in question closed the restaurant, and the circumstances and event compensation plan had been explained to the employees well in advance of the event.

12(a). Admitted.

12(b). Denied. The June 1, 2017, letter from Respondent speaks for itself.

12(c). Admitted, though the parties have already met and negotiated numerous times, and are currently at impasse and have been so for a lengthy period of time.

13. Denied.

14. Denied.

15. Denied.

#### **AFFIRMATIVE DEFENSES**

1. The complaint fails to state claims upon which relief can be granted or should be granted.
2. The complained-of actions were permitted by provisions of the expired collective bargaining agreement, such as the Lateral Service provision, Article 25.

3. The complained-of actions were not a “change” as defined by *NLRB v. Katz*, 369 U.S. 736 (1962); see *E.I. Dupont De Nemours*, 364 NLRB No. 113 (Aug. 26, 2016), Miscimarra, dissenting.
4. In addition, the aforementioned provisions in the expired collective bargaining agreement were included verbatim in Respondent’s last, best and final offer in bargaining, which was lawfully implemented.
5. The parties are at a lawful impasse.
6. The Union filed a grievance regarding the same issues recited in paragraphs 10 and 11. Pursuant to the terms of the collective bargaining agreement, the grievance should have been pursued to arbitration.
7. The Complaint’s claims are barred by the doctrines of waiver and estoppel.
8. Any action or omission by Respondent was in good faith and in conformity and in reliance upon state and federal law.
9. The Board, its investigators, and its Regional Director have failed and refused to perform their duties to engage in impartial investigation and attempts to conciliate the parties’ disputes.
10. The Board has failed to conduct a complete and independent investigation into the merits of these charges before issuing this Complaint.
11. Respondent reserves the right to assert additional affirmative defenses or defenses of which it may learn during the course of its further investigation and preparation for the hearing, and during the course of the hearing.

WHEREFORE, Respondent respectfully requests that the Complaint be dismissed with prejudice.

Dated: This 3rd day of August, 2017.

STOKES WAGNER

By: /s/ Arch Y. Stokes

Arch Y. Stokes

1201 W. Peachtree Street

Suite 2400

Atlanta, Georgia 30309

Telephone: (404) 766-0076

Facsimile: (404) 766-8823

astokes@stokeswagner.com

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 18

RICHFIELD HOSPITALITY, INC.,  
AS MANAGING AGENT FOR KAHLER  
HOTELS, LLC

Case No.: 18-CA-198527

and

UNITE HERE INTERNATIONAL UNION,  
LOCAL 21

---

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the Answer was electronically filed with Region 18 and  
counsel for petitioner below:

Jennifer A. Hadsall  
Acting Regional Director  
National Labor Relations Board  
Region 18  
Federal Office Building  
212 3<sup>rd</sup> Avenue South, Suite 200  
Minneapolis, MN 55401  
jennifer.hadsall@nlrb.gov

Tyler Wiese  
National Labor Relations Board  
Region 18  
Federal Office Building  
212 3<sup>rd</sup> Avenue South, Suite 200  
Minneapolis, MN 55401  
tyler.wiese@nlrb.gov

Martin Goff  
312 Central Ave SE  
Suite 444  
Minneapolis, MN 55414  
mgoff@here17.org

Dated: August 3, 2017.

/s/ Arch Y. Stokes  
Arch Y. Stokes