

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 32**

**AUDIO VISUAL SERVICES GROUP, LLC**

**Employer**

**and**

**Case 32-RC-257578**

**IATSE LOCAL 611, INTERNATIONAL  
ALLIANCE OF THEATRICAL STAGE  
EMPLOYEES & MOVING PICTURE MACHINE  
OPERATORS OF THE UNITED STATES AND  
CANADA, AFL-CIO**

**Petitioner**

**DECISION AND ORDER**

On March 6, 2020,<sup>1</sup> the International Alliance of Theatrical and Stage Employees (IATSE) Local 611, affiliated with the International Alliance of Theatrical and Stage Employees & Moving Picture Machine Operators of the United States and Canada, AFL-CIO (Petitioner) filed a petition to represent certain employees of Audio Visual Services Group, LLC (Employer). Petitioner seeks a bargaining unit of all full-time and regular part-time riggers, lead riggers, technicians, technical specialists, technical leads, and technical supervisors<sup>2</sup> employed by the Employer (petitioned-for unit) at three jobsites located in Monterey, California<sup>3</sup> and one jobsite located nearby at Pacific Grove (collectively, the Monterey jobsites), excluding all other employees, office clerical employees, guards and supervisors as defined under the National Labor Relations Act (the Act). There are approximately 11 employees in the petitioned-for unit.

The Employer claims that the petitioned-for unit limited to its four Monterey jobsites is not an appropriate unit and should also include its concierge employees and other employees employed at its approximately 16 jobsites located in San Jose, Santa Clara, and Half Moon Bay. There are approximately 47 employees in the unit proposed by the Employer. The Petitioner contends that the petitioned-for unit is an appropriate unit and that it will only proceed to an election involving the Employer's Monterey jobsites or, alternatively, the Employer's Monterey and Half Moon Bay jobsites.

I have considered the evidence and arguments presented by the parties, and for the reasons described below, I find the petitioned-for unit is not appropriate and I am dismissing the petition. Because Petitioner has indicated that it does not wish to proceed to an election in a unit different

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<sup>1</sup> All dates herein are in 2020, unless specified otherwise.

<sup>2</sup> The record reflects that the Employer does not currently employ any riggers or lead riggers at its Monterey, Pacific Grove, San Jose, Santa Clara, or Half Moon Bay jobsites, but it does currently employ an employee in the classification of concierge at its Half Moon Bay jobsite.

<sup>3</sup> All cities are located within the State of California, unless specified otherwise.

from the petitioned-for unit or, alternatively, the petitioned-for unit and the Employer's employees employed at its Half Moon Bay jobsite, I have not made a finding regarding what the Employer claims is the only appropriate unit, consisting of its approximately 20 jobsites in Monterey, Pacific Grove, San Jose, Santa Clara, and Half Moon Bay.

## **I. ISSUES AND POSITION OF PARTIES**

The only issue before me is whether the geographic scope of the unit must include, in addition to the petitioned-for unit employed at the Employer's four Monterey jobsites, the Employer's 16 additional jobsites located in San Jose, Santa Clara, and Half Moon Bay.

The Petitioner contends that the scope of the unit should be limited to the petitioned-for unit employed at the Employer's four Monterey jobsites, or, alternatively, the petitioned-for unit plus the employees employed at the Employer's Half Moon Bay jobsite. The Employer argues that the geographic scope of the Unit should include its 20 jobsites located in Monterey, Pacific Grove, San Jose, Santa Clara, and Half Moon Bay, because its employees regularly work shifts at its jobsites located in all of these cities.

## **II. FACTS**

### **A. The Employer's General Operations**

The Employer is a global event technology services company that provides event technology and audiovisual services for meetings and other events, primarily held at hotels, resorts, and convention centers, among other venues. The Employer's customers include event organizers, corporations, trade associations, producers, and meeting planners. The Employer currently operates at four Monterey jobsites, including three hotels and one convention center. The Employer also currently operates at 16 hotels and convention centers in San Jose, Santa Clara, and Half Moon Bay.

### **B. Departmental Organization**

The Employer's Regional Vice President of Venues oversees all of the Employer's contracted jobsites at issue in this proceeding, including its 20 jobsites located in Monterey, Pacific Grove, San Jose, Santa Clara, and Half Moon Bay. Each jobsite has its own Director of Event Technology (DET) that supervises all of the employees working at that particular jobsite. Employees are assigned a home jobsite but can be assigned to any of the Employer's jobsites, including the four Monterey jobsites and the other approximately 16 jobsites in San Jose, Santa Clara, and Half Moon Bay, or at any other Employer contracted jobsite, depending on the number of workers needed to complete the job. Accordingly, the crew assigned to a particular event at any jobsite may be composed of employees regularly assigned to a different home jobsite who have been dispatched to work elsewhere. In doing so, the visiting employees report to the DET regularly directing work at that location who has full supervisory authority over them while they are performing work at a jobsite that is not their home jobsite.

A DET has the authority on behalf of the Employer to discipline any employee assigned to work shifts at the DET's assigned jobsite. DETs issue such discipline to employees with the assistance of the Employer's assigned human resources manager who is responsible for the management of all of the Employer's 20 properties located in Half-Moon Bay, Monterey, Pacific Grove, San Jose, and Santa Clara.

### **C. Employee Skills, Duties, and Working Conditions**

With respect to the 20 Employer jobsites at issue in the instant petition, the Employer employs multiple levels of technicians ranging from an entry-level technician to a technical specialist. Technician skills, duties, and working conditions are generally similar at all of the Employer's jobsites. Technician work ranges from basic set up or tear down of a room to sitting in the room during an event and operating different types of audio-visual equipment. As employees gain additional training and experience, they are provided with the opportunity to fill more senior classifications and provided with more responsibility during an event. However, all employees work as a team to ensure that the event meets customers' expectations, including performing entry-level work, if necessary.

Technicians complete more basic tasks and help other employees. Technician duties include setting up rooms, making sure batteries are charged, conducting walkthroughs throughout the day, engaging in some client interface, taking down sets, putting up heat lamps, and other tasks as directed. Technical leads handle more complicated setups and may monitor or operate equipment during an event such as soundboards, lighting boards, and video equipment. Technical supervisors have more experience than technical leads, responsible for running the Employer's crews. Technical specialists are the highest level of technicians employed by the Employer, with high end skill in video, lighting, sound, or other categories, and who are responsible for leading more complicated setups. There is also one concierge employed at the Employer's Half Moon Bay jobsite who interfaces with customers, hotel partners, and Respondent's technicians on site.

All of the Employer's employees working in Half-Moon Bay, Monterey, Pacific Grove, San Jose, and Santa Clara are subject to the same terms and conditions of employment. The Employer has one Employee Guidebook that applies equally to all of its employees and sets forth the numerous policies and procedures applicable to all employees, including the Employer's disciplinary and paid time off policy. The Employer also has benefit guides that apply to all of its full-time and part-time employees, identifying employee entitlements to medical insurance, dental insurance, vision insurance, life insurance, and disability insurance. The Employer also offers all employees the opportunity to participate in its 401(k) plan.

To reimburse its employees for their travel for work, the Employer has a Northern California Parking & Transportation Reimbursement Policy applicable to all of its employees employed at its Monterey, Pacific Grove, Half Moon Bay, San Jose, and Santa Clara jobsites. This policy provides for reimbursement for public transportation, parking, cab, Uber, Lyft, and mileage, as well as travel time for employees who drive more than 60 miles to their assigned facility. The record reflects that while employees of Half Moon Bay, San Jose, and Santa Clara

do work away from their home jobsites at other jobsites, these employees rarely travel to Monterey or Pacific Grove or are eligible for travel pay because their travel mileage is typically less than the 60-mile minimum.

Whether employees are working at their home jobsite or another jobsite at Monterey, Pacific Grove, Half Moon Bay, San Jose, or Santa Clara, employees will report to their assigned Employer jobsite at the start of their shift. All employees have access to the Employer's Lighthouse App which provides their work schedules and details about the events and jobsites where its employees are assigned to work.

#### **D. Functional Integration of Business Operations, including Employee Interchange**

The record reflects that the Employer's employees are assigned to work at the Employer's 20 jobsites located in Half Moon Bay, Monterey, Pacific Grove, San Jose, and Santa Clara. There are two weekly conference calls designed to address the Employer's current staffing needs applicable to the instant petition. First, on Tuesdays, the four DETs for the Monterey jobsites hold a conference call with each other, to discuss their staffing limited to each of their four Monterey jobsites. Then, on Wednesdays, the Employer holds a regional conference call dedicated to staffing at all 20 of its jobsites located in Half Moon Bay, Monterey, Pacific Grove, San Jose, and Santa Clara. Based on the Employer's determination about its employees' assignments during these calls, the Employer typically assigns its employees to any of these 20 jobsites, based on each jobsite's specific staffing needs at that time.

To provide context about the hours worked at the Employer's four Monterey jobsites, between approximately March 14, 2018 through March 14, 2020 (applicable two year period), there were approximately 20,258.72 total hours worked at the Employer's Monterey jobsites. Approximately 19,235.48 of those total hours, or 94.9%, were performed by the Employer's Monterey employees. Approximately 117.24 of those total hours, or 0.57%, were performed by the Employer's employees from its Half Moon Bay, Santa Clara, and San Jose jobsites. Around 151 shifts at a six hour minimum, equating to approximately 906 hours of those total hours, or around 4.4%, were covered by Petitioner-dispatched labor, pursuant to "one-off" contracts between Petitioner and the Employer for each show, described more fully below.

The record reflects that although Monterey employees predominantly work at the Employer's four Monterey jobsites, Monterey employees also are occasionally assigned to work at the Employer's 16 jobsites in Half Moon Bay, San Jose, and Santa Clara. During the applicable two year period, Monterey employees worked approximately 21,359.92 hours total. Approximately 14,538.73 or 68% of these Monterey employees' hours were spent at the Monterey employees' home jobsites in Monterey and approximately 4,696.75 or 22% of these hours were spent at Monterey jobsites other than their home jobsites. Approximately 273.38 or 1.3% of these hours were spent at San Jose or Santa Clara jobsites and approximately 714.6 or 3.3% of these hours were spent at the Half Moon Bay jobsite, totaling 4.6% of the Monterey employees' work hours spent at the Employer's San Jose, Santa Clara, and Half Moon Bay jobsites.

The record further reflects that more Monterey employees are assigned work in Half Moon Bay, San Jose, and Santa Clara than vice versa. During the applicable two year period, employees from Half Moon Bay, San Jose, and Santa Clara worked approximately 67,533.16 total hours. Of those total hours, these employees worked approximately 117.24 hours or 0.17% at the Monterey jobsites, compared with approximately 4.6% of the Monterey employees' work hours spent at the Employer's San Jose, Santa Clara, and Half Moon Bay jobsites, as noted above.

#### **E. Geographic Proximity**

The Employer's four Monterey jobsites (including its Pacific Grove jobsite) are within about a five-mile radius from each other. The Employer's San Jose jobsites are approximately 72 miles from Monterey; its Santa Clara jobsites are approximately 71 to 77 miles from Monterey; and its Half Moon Bay jobsites are approximately 91 to 110 miles from Monterey.

#### **F. Centralized Control of Management and Supervision**

As noted above, the management and supervision of employees working in Monterey, Pacific Grove, Half Moon Bay, Santa Clara, and San Jose is generally localized, with the authority given to each DET assigned to each facility. With respect to centralized control of management and supervision, the record reflects that there is one Regional Vice President of Venues responsible for management and one human resources manager responsible for providing human resources assistance for all of the Employer's jobsites located in Monterey, Pacific Grove, Half Moon Bay, Santa Clara, and San Jose.

#### **G. Bargaining History and Extent of Union Organizing and Employee Choice**

There is no collective-bargaining history between the Employer and Petitioner regarding the employees who are employed in Monterey, Pacific Grove, Half Moon Bay, Santa Clara, and San Jose. Rather, the record reflects that on occasion, when the Employer has exhausted all of its internal resources, the Employer and Petitioner have negotiated "one-off" agreements for each show, limited to the Employer's four Monterey jobsites. The record reflects that during the applicable two year period, there have been approximately 24 of these "one-off" agreements negotiated between the Employer and the Petitioner, for particular shows at the Employer's four Monterey jobsites. As noted above, during the applicable two year period, there were approximately 20,258.72 total hours worked at the Employer's four Monterey jobsites, and approximately 906 hours of those total hours, around 4.4%, were covered by Petitioner-dispatched labor.

The record does not reflect that Petitioner has negotiated any such "one-off" agreement with the Employer at its Half Moon Bay, San Jose, or Santa Clara jobsites in the past two years. According to Petitioner, the Employer has negotiated a long-term agreement with IATSE Local 16 for its Half Moon Bay jobsite.

### III. ANALYSIS

#### A. Legal Standard for Multifacility Unit

When presented with a petitioned-for multifacility unit, the Board will determine whether the unit is appropriate based on a variant of the community of interest test, examining the following factors: employees' skills, duties, and working conditions; functional integration of business operations, including employee interchange; geographic proximity; centralized control of management and supervision; bargaining history; and extent of union organizing and employee choice. *Exemplar, Inc.*, 363 NLRB No. 157, slip op. at 2 (2016); see also *Laboratory Corp. of America Holdings*, 341 NLRB 1079, 1081–1082 (2004); *Bashas', Inc.*, 337 NLRB 710 (2002); *Alamo Rent-A-Car*, 330 NLRB 897 (2000); *NLRB v. Carson Cable TV*, 795 F.2d 879, 884 (9th Cir. 1986). The Board will find a petitioned-for multifacility unit inappropriate if the petitioned-for group does not share a community of interest distinct from that shared with employees at other, excluded locations. *Laboratory Corp. of America Holdings*, 341 NLRB 1079, 1082 (2004); see also *Acme Markets, Inc.*, 328 NLRB 1208 (1999). Compare *Panera Bread*, 361 NLRB No. 142, slip op. at 1 fn. 1 (2014).

As detailed below, based on the parties' arguments and the record as a whole, I find that the petitioned-for unit limited to the geographic scope of the Employer's four Monterey jobsites, or, alternatively, the Employer's Monterey and Half Moon Bay jobsites, is inappropriate, as the employees employed at the Employer's Monterey and Half Moon Bay jobsites do not share a community of interest distinct from that shared with employees at the Employer's San Jose and Santa Clara jobsites.

#### B. Employees' Skills, Duties, and Working Conditions

The record reflects that all of the Employer's employees employed at its jobsites in Monterey, Pacific Grove, San Jose, Santa Clara, and Half Moon Bay share similar skills and duties regardless of their assigned home jobsite. The similarity or dissimilarity of work skills has some bearing, along with the nature of any work performed, in deciding on whether a multiplant unit is appropriate. *Cheney Bigelow Wire Works, Inc.*, 197 NLRB 1279 (1972); see also *Dattco, Inc.*, 338 NLRB 49, 51 (2002); *R & D Trucking*, 327 NLRB 531, 532 (1999); *Greenhorne & O'Mara, Inc.*, 326 NLRB 514, 516 (1998); *Waste Management Northwest*, 331 NLRB 309 (2000); *Exemplar, Inc.*, 363 NLRB No. 157, slip op. at 3–4 (2016). Additionally, the record evidence shows that all of these employees have similar working hours, pay rates, and other terms and conditions of employment. Working hours, pay rates, the nature of the employer's operations, and indeed all terms and conditions of employment are factors in this area of unit determination. *Prince Telecom*, 347 NLRB 789, 793 (2006). I note, however, that the employees employed at the Employer's four Monterey jobsites more frequently obtain mileage reimbursements than the employees employed at the Employer's 16 jobsites in San Jose, Santa Clara, and Half Moon Bay, because the Monterey employees more often travel more than 60 miles from their home jobsite.

Based on the foregoing and the record as a whole, I find that the factor of employees' skills, duties, and working conditions weighs against finding that a bargaining unit limited to the Monterey jobsites, or alternatively, limited to the Monterey and Half Moon Bay jobsites, is appropriate.

### **C. Functional Integration of Business Operations, including Employee Interchange**

The functional integration of two or more plants in substantial respects may weigh heavily in favor of the more comprehensive unit, but it is not a conclusive factor. See *Dixie Belle Mills, Inc.*, 139 NLRB 629, 632 (1962); *J&L Plate*, 310 NLRB 429 (1993). Conversely, a lack of functional integration between two petitioned-for locations may be offset by other factors favoring a unit of employees at both locations. See *Exemplar, Inc.*, 363 NLRB No. 157, slip op. at 4–5 (2016). The record in the instant petition shows that there is functional integration of business operations not only for the petitioned-for unit employed at the Employer's four Monterey jobsites, but also with respect to its employees employed at all of the Employer's 20 jobsites located in Monterey, Pacific Grove, San Jose, Santa Clara, and Half Moon Bay.

Although the DETs assigned to the Employer's four Monterey jobsites participate in a weekly conference call each Tuesday to discuss the Employer's particular staffing needs for its four Monterey jobsites, the record shows that the four Monterey DETs also participate in a weekly regional workforce conference call each Wednesday to determine employee assignments for all 20 of the Employer's jobsites located in Monterey, Pacific Grove, San Jose, Santa Clara, and Half Moon Bay. The record further reflects that following this Wednesday call, employees may be assigned to work at any Employer jobsite, including any one of the 20 Employer jobsites located in Monterey, Pacific Grove, San Jose, Santa Clara and Half Moon Bay, and that employees generally work as a team at each jobsite regardless of which particular jobsite they are normally assigned to.

I am mindful that local autonomy of operations militates toward a separate unit. *Massachusetts Society for the Prevention of Cruelty to Children v. NLRB*, 297 F.3d 41, 47 (1st Cir. 2002); *Hilander Foods*, 348 NLRB 1200, 1202–1205 (2006); *Angelus Furniture Mfg. Co.*, 192 NLRB 992 (1971); *Bank of America*, 196 NLRB 591 (1972); *Parsons Investment Co.*, 152 NLRB 192 (1965); *J. W. Mays, Inc.*, 147 NLRB 968, 969–970 (1964); *Thompson Ramo Wooldridge, Inc.*, 128 NLRB 236, 238 (1960); *D&L Transportation*, 324 NLRB 160 (1997); *New Britain Transportation Co.*, 330 NLRB 397 (1999). In this regard, the Employer's DETs do possess the authority, on behalf of the Employer, to discipline employees assigned to work at their particular jobsites on each shift, but, such discipline is coordinated with the same human resources manager who is responsible for providing guidance to DETs at multiple Employer jobsites, including its 20 jobsites located in Monterey, Pacific Grove, San Jose, Santa Clara and Half Moon Bay. Based on the foregoing and the record as a whole, I find that the factor of functional integration of business operations weighs against finding a bargaining unit limited to the Monterey jobsites, or alternatively, limited to the Monterey and Half Moon Bay jobsites, is appropriate.

Further, I must consider employee interchange in the total context. *Gray Drug Stores, Inc.*, 197 NLRB 924 (1972); *Carter Camera Shops*, 130 NLRB 276, 278 (1961). In *J&L Plate*, 310 NLRB 429 (1993), the Board found that minimal employee interchange and lack of meaningful contact between employees at the two jobsites diminished the significance of the functional integration and distance between the jobsites. See also *Alamo Rent-A-Car*, 330 NLRB 897, 898 (2000); *RB Associates*, 324 NLRB 874, 878 (1997). The record here shows evidence of employee interchange, not just of Monterey employees working at other Monterey jobsites but also of Monterey employees working at San Jose, Santa Clara, and Half Moon Bay jobsites, and vice versa. As noted above, Monterey employees more frequently work at the four Monterey jobsites and in San Jose, Santa Clara, and Half Moon Bay, than vice versa, but this does not diminish the employee interchange among all 20 of the Employer's jobsites. Moreover, the record evidence shows that most employees have worked at one or more of the Employer's jobsites located in Monterey, Pacific Grove, San Jose, Santa Clara, and Half Moon Bay. Based on the foregoing and the record as a whole, I find that the factor of employee interchange weighs against finding a bargaining unit limited to the Monterey jobsites, or alternatively, limited to the Monterey and Half Moon Bay jobsites, is appropriate.

#### **D. Geographic Proximity**

Geography is frequently a matter of significance in resolving geographical scope issues. *Dixie Belle Mills, Inc.*, 139 NLRB 629, 632 (1962); see also *Van Lear Equipment, Inc.*, 336 NLRB 1059, 1063 (2001); *D&L Transportation*, 324 NLRB 160 (1997); *New Britain Transportation Co.*, 330 NLRB 397, 398 (1999). Generally, plants which are in close proximity to each other are distinguished from those which are separated by meaningful geographical distances. *Id.* However, as in *Barber-Colman Co.*, where the Board found that a plant 43 miles distant was included in what would otherwise have been a three-plant unit because of the functional integration of operations and centralized management of labor matters, the same result is appropriate here, based on all of the factors weighed as a whole. 130 NLRB 478, 479 (1961). See also *Stormont-Vail Healthcare, Inc.*, 340 NLRB 1205 (2003); *Trane*, 338 NLRB 866, 868 (2003); *Novato Disposal Services*, 328 NLRB 820 (1999); *Macy's West, Inc.*, 327 NLRB 1222, 1223 (1999); *NLRB v. Klochko Equipment Rental Co.*, 657 Fed. Appx. 441 (6th Cir. 2016).

Although I acknowledge that the farthest jobsite from Monterey, located in Half Moon Bay, is approximately 91 to 110 miles from Monterey, I note that, for example, in *Capital Coors Co.*, the Board denied an employer's request for review of a decision in which the Regional Director found two plants to be a single unit even though they were 90 miles apart. 309 NLRB 322, 325 (1992). Moreover, the weight of this factor is somewhat diminished by the Union's willingness to agree to add the employees employed at the Employer's Half Moon Bay jobsite, the farthest facility away from its petitioned-for unit limited to the Employer's Monterey jobsites. Based on the foregoing and the record as a whole, I find that the factor of geographic proximity weighs against finding a bargaining unit limited to the Monterey jobsites, or alternatively, limited to the Monterey and Half Moon Bay jobsites, is appropriate.

### **E. Centralized Control of Management and Supervision**

The fact that several plants or stores are subject to identical personnel and labor relations policies, which are determined at the employer's principal office, has been cited to support a multilocation determination. *Budget Rent A Car Systems*, 337 NLRB 884, 885 (2002); *Dattco, Inc.*, 338 NLRB 49, 50–51 (2002); *Purity Supreme, Inc.*, 197 NLRB 915 (1972); *Dan's Star Market*, 172 NLRB 1393 (1968); *McCulloch Corp.*, 149 NLRB 1020 (1964); *Mid-West Abrasive Co.*, 145 NLRB 1665, 1667–1668 (1964); *Barber-Colman Co.*, 130 NLRB 478, 479 (1961). Similarly, administrative integration of the employer's operations under unified control and centralized control of labor relations are factors given significant weight in favor of a multilocation unit. *Prince Telecom*, 347 NLRB 789, 790 (2006); *Novato Disposal Services*, 328 NLRB 820 (1999); *R & D Trucking, Inc.*, 327 NLRB 531 (1999); *Twenty-First Century Restaurant*, 192 NLRB 881 (1971); *Mary Carter Paint Co.*, 148 NLRB 46, 47 (1964); *Universal Metal Products Corp.*, 128 NLRB 442, 444–445 (1960). Additionally, whether the employees at different plants or stores share common supervision is a consideration where more than one plant, facility, or store is involved. *Purity Food Stores, Inc.*, 150 NLRB 1523, 1527 (1965); see also *Alamo Rent-A-Car*, 330 NLRB 897, 898 (2000); *Penn Color, Inc.*, 249 NLRB 1117 (1980); *Renzetti's Market*, 238 NLRB 174 (1978); *First Security Services Corp.*, 329 NLRB 235 (1999); *Courier Dispatch Group*, 311 NLRB 728 (1993).

Although each DET has the authority to issue discipline to employees assigned to other locations working a shift at the DET's assigned facility, the same human resources manager is responsible for providing guidance to the DETs for issuing discipline to employees employed at all of the Employer's jobsites in Monterey, Pacific Grove, San Jose, Santa Clara, and Half Moon Bay. In addition, all of the Employer's employees employed at these 20 Employer jobsites are subject to the same policies set forth in the Employee Guidebook, benefit guides, 401(k) plan, and Northern California Parking & Transportation Reimbursement Policy. Further, each DET reports to the Regional Vice President of Venues who is ultimately responsible for all operations in Monterey, Pacific Grove, San Jose, Santa Clara, and Half Moon Bay. Based on the foregoing and the record as a whole, I find that the factor of centralized control of management and supervision weighs against finding a bargaining unit limited to the Monterey jobsites, or alternatively, limited to the Monterey and Half Moon Bay jobsites, is appropriate.

### **F. Bargaining History and Extent of Union Organizing and Employee Choice**

The pattern of bargaining, as any study of bargaining unit principles will readily indicate, plays a significant role in all phases of unit determination, including, of course, the resolution of questions pertaining to multilocation unit scope. See *Exemplar, Inc.*, 363 NLRB No. 157, slip op. at 5 (2016) (prior bargaining history on two-location basis had little relevance due to intervening 4-year period where petitioner did not represent employees at one location, but voluntary recognition and fledgling collective-bargaining relationship at one location was not sufficiently settled or established to significantly affect multifacility analysis).

However, in the instant case, it is undisputed that there is no bargaining history between the Employer and Petitioner with respect to the employees employed at the Employer's 20

jobsites located in Monterey, Pacific Grove, San Jose, Santa Clara, and Half Moon Bay. Rather, the evidence reflects that the Employer has negotiated “one-off” contracts with Petitioner for individual shows limited to the Employer’s four Monterey jobsites and IATSE Local 16 has apparently entered into a long-term agreement limited to the Employer’s Half Moon Bay jobsite. With respect to extent of union organizing and employee choice, Petitioner’s petitioned-for unit is limited to the Employer’s four Monterey jobsites, but this alone is insufficient to have this factor weigh in favor of Petitioner. *Id.* Based on the foregoing and the record as a whole, I find the factors of bargaining history and extent of union organizing and employee choice do not weigh in favor of or against the appropriateness of the geographical scope of the petitioned-for unit.

#### IV. CONCLUSION

Based upon the record and in accordance with the discussion above, I find that the Petitioner’s petitioned-for unit limited to the geographic scope of the Employer’s four Monterey jobsites, or alternatively, limited to the Employer’s Monterey and Half Moon Bay jobsites, is not appropriate. As analyzed above, the factors of bargaining history and the extent of union organizing and employee choice weigh neither in favor nor against my finding. However, the factors of employees’ skills, duties, and working conditions; functional integration of business operations, including employee interchange; geographic proximity; and centralized control of management and supervision weigh in favor of my finding, as the record evidence shows that most employees have worked at one or more of the Employer’s jobsites located in Monterey, Pacific Grove, San Jose, Santa Clara, and Half Moon Bay, and that such occasions are not isolated. I therefore find that the geographic scope of the petitioned-for unit, or alternatively, the geographic scope of the unit limited to the Employer’s Monterey and Half Moon Bay jobsites, is not appropriate.

Further, based on the foregoing and the record as a whole, I conclude and find as follows:

1. The hearing officer’s rulings made at the hearing are free from prejudicial error and are hereby affirmed.<sup>4</sup>

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<sup>4</sup> A representation hearing was conducted in this case telephonically, in an audio format only, beginning on April 20. On May 11, the Board issued its Decision in *Morrison Management Specialists, Inc. d/b/a Morrison Healthcare*, 369 NLRB No. 76 (2020) (*Morrison Healthcare*). In *Morrison Healthcare*, the Board held that representation hearings that involve witness testimony should be conducted by videoconference, not telephonically. *Id.*, slip op at 1. At the time *Morrison Healthcare* issued, a telephonic hearing had concluded in this case, but I had not yet issued this decision. The Region provided the parties an opportunity to reopen the record for purpose of examining witnesses via videoconference, consistent with *Morrison Healthcare*. Both parties executed a Waiver of Right to Videoconference Hearing (Waiver), agreeing to waive their right to a videoconference hearing and agreeing that the record will remain as currently closed. In the Waiver, the parties further agreed that they will be precluded from filing a request for review based on the pre-election hearing having been conducted telephonically, but they are permitted to file requests for review based on any other aspect of the case. Accordingly, I have made my decision in this case based on the existing record before me.

2. The parties stipulated, and I find that the Employer is an employer as defined in Section 2(2) of the Act and is engaged in commerce within the meaning of Sections 2(6) and (7) of the Act, and it will effectuate the purposes of the Act to assert jurisdiction in this case.<sup>5</sup>

3. The parties stipulated, and I find that Petitioner is a labor organization as defined in Section 2(5) of the Act.

4. The parties stipulated, and I find that there is no collective-bargaining agreement covering any of the employees in the unit sought in the petition herein and there is no contract bar or other bar to an election in this matter.

5. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 2(6) and (7) of the Act.

Because Petitioner has indicated that it does not wish to proceed to an election in a unit different from the petitioned-for unit or, alternatively, the petitioned-for unit and the Employer's employees employed at its Half Moon Bay jobsite, it is hereby ordered that the petition in this matter is dismissed.

### **RIGHT TO REQUEST REVIEW**

Pursuant to Section 102.67 of the Board's Rules and Regulations, a request for review may be filed with the Board at any time following the issuance of this Decision until 14 days after a final disposition of the proceeding by the Regional Director. Accordingly, a party is not precluded from filing a request for review of this decision after the election on the grounds that it did not file a request for review of this Decision prior to the election. The request for review must conform to the requirements of Section 102.67 of the Board's Rules and Regulations.

**Pursuant to Section 102.5 of the Board's Rules and Regulations, a request for review must be filed by electronically submitting (E-Filing) it through the Agency's web site ([www.nlr.gov](http://www.nlr.gov)), unless the party filing the request for review does not have access to the means for filing electronically or filing electronically would impose an undue burden.** A request for review filed by means other than E-Filing must be accompanied by a statement explaining why the filing party does not have access to the means for filing electronically or filing electronically would impose an undue burden. Section 102.5(e) of the Board's Rules and Regulations does not permit a request for review to be filed by facsimile transmission. A copy of the request for review must be served on each of the other parties to the proceeding, as well as on the undersigned, in accordance with the requirements of the Board's Rules and Regulations, and must be accompanied by a certificate of service.

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<sup>5</sup> Audio Visual Services Group, LLC, a Delaware limited liability company, with its principal place of business located in Schiller Park, Illinois, and with places of business located in Pacific Grove, California, Santa Clara, California, San Jose, California, Half Moon Bay, California, and Monterey, California, is engaged in the business of providing event technology services at hotels and conference centers. During the last twelve months, the Employer performed services valued in excess of \$50,000 directly to customers located outside the State of California.

Filing a request for review electronically may be accomplished by using the E-filing system on the Agency's website at [www.nlr.gov](http://www.nlr.gov). Once the website is accessed, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt of the request for review rests exclusively with the sender. A failure to timely file the request for review will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off line or unavailable for some other reason, absent a determination of technical failure of the site, with notice of such posted on the website.

Dated at Oakland, California, this 2<sup>nd</sup> day of June 2020.



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Valerie Hardy-Mahoney, Regional Director  
National Labor Relations Board, Region 32  
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