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**Big Sky Hospitality, LLC d/b/a Butte War Bonnet Hotel and Butte Hotels, LLC & Butte Motels, LLC joint employers d/b/a Butte War Bonnet Hotel and UNITE HERE! Local 427.** Cases 19–CA–033164, 19–CA–033165, 19–CA–033185, 19–CA–065517, 19–CA–065566, 19–CA–067196, and 19–CA–067200

July 16, 2012

#### DECISION AND ORDER

BY CHAIRMAN PEARCE AND MEMBERS GRIFFIN  
AND BLOCK

Upon charges filed on various dates by UNITE HERE! Local 427 (the Union) against Big Sky Hospitality, LLC d/b/a Butte War Bonnet Hotel (Respondent Big Sky) and Butte Hotels, LLC & Butte Motels, LLC, joint employers d/b/a Butte War Bonnet Hotel (Respondent Butte Hotels; collectively, the Respondents),<sup>1</sup> the Acting General Counsel issued an order further consolidating cases, amended consolidated complaint, and notice of hearing (amended consolidated complaint) on January 30, 2012, against the Respondents.<sup>2</sup> The amended consolidated complaint alleges that the Respondents engaged in unfair labor practices in violation of Section 8(a)(5), (3), and (1) of the National Labor Relations Act, and that Respondent Butte Hotels is a successor to Respondent Big Sky and is jointly liable with Respondent Big Sky for affirmatively remedying Respondent Big Sky's alleged unfair labor practices pursuant to *Golden State Bottling Co. v. NLRB*, 414 U.S. 168 (1973).

Both Respondents filed answers to the amended consolidated complaint, and Respondent Big Sky filed an amended answer and a second amended answer. In its second amended answer, for the limited purpose of resolving this proceeding only, Respondent Big Sky admitted the allegations in the amended consolidated complaint that relate to Respondent Big Sky, and it agreed not to assert affirmative defenses to these allegations. With respect to the remaining paragraphs that relate to Respondent Butte Hotels, Respondent Big Sky stated that it is without sufficient knowledge to admit or deny these

allegations. Further, Respondent Big Sky expressly reserved the right to withdraw its first and second amended answers and to assert all applicable affirmative defenses in the event that all charges against it are not fully resolved.<sup>3</sup> On March 29, 2012, the Acting General Counsel and Respondent Butte Hotels entered into a stipulation stating that Respondent Butte Hotels agreed to amend its answer to admit specified allegations of the amended consolidated complaint.

In addition, on March 30, 2012, the Acting General Counsel and Respondent Butte Hotels entered into a pre-hearing stipulation conditionally resolving the charges in Cases 19–CA–67196 and 19–CA–67200 against Respondent Butte Hotels. In this stipulation, Respondent Butte Hotels agreed that its potential liability is conditioned on the outcome of the allegations against Respondent Big Sky, and it also agreed to remedy these violations in the event of a final Decision and Order by the Board finding the violations against Respondent Big Sky. Specifically, Respondent Butte Hotels agreed that: its potential liability in Cases 19–CA–67196 and 19–CA–67200 is exclusively conditioned on the outcome of the amended consolidated complaint's withdrawal of recognition allegations against Respondent Big Sky; in the event that there is a final Decision and Order of the Board dismissing the withdrawal of recognition allegations against Respondent Big Sky, there can be no liability running to Respondent Butte Hotels in these matters; solely in the event that there is a final Decision and Order by the Board that Respondent Big Sky violated the Act by unlawfully withdrawing recognition from the Union, Respondent Butte Hotels is a *Burns*<sup>4</sup> and *Golden State* successor as alleged in the complaint, and Respondent Butte Hotels agrees to recognize and bargain with the Union as the exclusive collective-bargaining representative of the unit and to provide the Union with the information it requested on October 12, 2011; and in the event that there is a final enforced Decision and Order of the Board determining that Respondent Big Sky violated the Act by discharging Angie Sizemore, Respondent Butte Hotels will abide by the terms of the Board's Order granting relief to Sizemore.<sup>5</sup>

<sup>3</sup> Although Respondent Big Sky's answer specifically refers to the charges being "fully resolved through an appropriate settlement agreement with the NLRB," it is evident from the pleadings that the parties have agreed to resolve the charges through the instant Motions for Summary Judgment.

<sup>4</sup> *Burns Security Services*, 406 U.S. 272, 281 (1972).

<sup>5</sup> In addition, the stipulation stated that Respondent Big Sky's collective-bargaining agreement with the Union expired on March 31, 2011, and is no longer in effect; Respondent Butte Hotels is not bound by any collective-bargaining agreement at this time; Respondent Butte Hotels purchased Respondent Big Sky on September 26, 2011, with the

<sup>1</sup> The Union filed charges against Respondent Big Sky in Cases 19–CA–033164 and 19–CA–033165 on July 13, 2011; Case 19–CA–033185 on August 1, 2011; Cases 19–CA–065517 and 19–CA–065566 on September 23, 2011; an amended charge in Case 19–CA–033165 on November 28, 2011; and charges against Respondent Butte Hotels in Cases 19–CA–067196 and 19–CA–067200 on October 20, 2011.

<sup>2</sup> The Acting General Counsel had initially issued an order consolidating cases, consolidated complaint, and notice of hearing on November 30, 2011.

On April 16, 2012, the Acting General Counsel filed with the Board Motions to Transfer Cases to the Board, for Summary Judgment and for Default<sup>6</sup> Judgment. Thereafter, on April 19, 2012, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motions should not be granted. On May 14, 2012, the Board issued a revised Notice to Show Cause and served it by certified mail on the Respondents, noting that the original Notice was not served on Respondent Butte Hotels. Respondent Big Sky filed no response to the Notice to Show Cause, and Respondent Butte Hotels filed a response to the revised Notice to Show Cause. Respondent Big Sky filed a reply to Respondent Butte Hotels' response to the revised Notice to Show Cause, Respondent Butte Hotels filed a motion to strike Respondent Big Sky's reply, and Respondent Big Sky filed an "Objection to Butte Hotels' Motion to Strike."<sup>7</sup>

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

#### Ruling on Motions for Summary Judgment

In its second amended answer, Respondent Big Sky admitted the substantive allegations of the amended consolidated complaint that relate to Respondent Big Sky.

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express understanding that there was no collective-bargaining agreement and that it was under no duty to recognize the Union as the exclusive collective-bargaining representative of the housekeepers because the predecessor had properly withdrawn recognition; and that it was not necessary for Respondent Butte Hotels to appear at the hearing that was then scheduled for April 2, 2012 or to respond to a subpoena duces tecum issued to its custodian of records.

<sup>6</sup> On April 25, 2012, at the request of Respondent Butte Hotels, counsel for the Acting General Counsel filed a Joint Motion to Amend Motions to Transfer Cases to the Board, for Summary Judgment, and for Default Judgment, requesting that the motion for default judgment with respect to Butte Hotels be changed to a Motion for Summary Judgment.

<sup>7</sup> We find that the revised Notice to Show Cause did not preclude Respondent Big Sky from filing a reply to Respondent Butte Hotels' response, and we therefore deny Respondent Butte Hotels' motion to strike. See, e.g., *Baker Electric*, 330 NLRB 521, 521 fn. 4 (2000) (moving party permitted to file a reply to a response). In any event, we find that the assertions made by the Respondents in the reply, motion to strike, and objection are not relevant to our analysis in ruling on the motions for summary judgment. In these pleadings, the Respondents dispute various assertions concerning the procedural history of the case, such as Respondent Big Sky's motive for filing its second amended answer and whether Respondent Butte Hotels knew, at the time it entered into the prehearing stipulations, that Respondent Big Sky would no longer assert a defense to the allegations against it. Nonetheless, none of the Respondents' assertions calls into question the validity of Respondent Big Sky's second amended answer or Respondent Butte Hotels' prehearing stipulations, which include facts and admissions that are relevant to this proceeding. Accordingly, the assertions contained in the reply, motion to strike, and objection do not impact our ruling on the Motions for Summary Judgment, and we have not evaluated the veracity of either Respondent's assertions in these pleadings.

In its stipulations, Respondent Butte Hotels admitted the substantive allegations of the amended consolidated complaint that relate to Respondent Butte Hotels, and it agreed that its potential liability is conditioned on the outcome of the allegations against Respondent Big Sky. Although each Respondent denied sufficient knowledge to admit or deny the allegations relating to the other Respondent, neither raised a specific dispute as to any of those allegations. Therefore, the allegations in the amended consolidated complaint are undisputed. Accordingly, we grant the Acting General Counsel's Motions for Summary Judgment.

On the entire record, the Board makes the following

#### FINDINGS OF FACT

##### I. JURISDICTION

1. Respondent Big Sky, a State of Montana corporation with an office and place of business in Butte, Montana, was engaged in the business of operating a hotel and conference center (the Hotel).

2. Respondent Big Sky, during the period from September 26, 2010 to September 26, 2011, a representative period, in conducting its business operations described above, derived gross revenues in excess of \$500,000, and purchased and received at the Hotel goods valued in excess of \$50,000 directly from points outside the State of Montana.

3. Respondent Butte Hotels, State of Montana corporations with an office and place of business, among others, in Butte, Montana, are engaged in the business of operating a Quality Inn hotel and conference center.

4. Based on projections from its operations since September 26, 2011, at which time Respondent Butte Hotels commenced its operations of the Hotel, Respondent Butte Hotels will annually have gross revenues in excess of \$500,000 and will annually purchase and receive at the Hotel goods valued in excess of \$50,000 directly from points outside the State of Montana.

5. On about September 26, 2011, Respondent Butte Hotels purchased the business of Respondent Big Sky and since then has continued to operate Respondent Big Sky's former business in basically unchanged form and has employed as a majority of its employees individuals who were previously employees of Respondent Big Sky.

6. Before engaging in the conduct described above in paragraph 5, Respondent Butte Hotels knew or should have known about the pending charges alleging unfair labor practice conduct by Respondent Big Sky. On September 23 and October 19, 2011, by letter, Respondent Butte Hotels was put on written notice of Respondent Big Sky's potential liability arising from the allegations

in the pending charges filed by the Union against Respondent Big Sky.

7. Based on the operations described above in paragraph 5, Respondent Butte Hotels has continued the employing entity and is a *Burns* successor to Respondent Big Sky.

8. Based on the conduct and operations described above in paragraphs 5 and 6, Respondent Butte Hotels has continued as the employing entity with notice of Respondent Big Sky's potential liability to remedy its alleged unfair labor practices, and is a *Golden State* successor to Respondent Big Sky.

9. We find that Respondent Big Sky has been, at all material times prior to September 26, 2011, an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

10. In addition, we find that Respondent Butte Hotels has been, at all material times after September 26, 2011, an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.<sup>8</sup>

11. We find that the Union is a labor organization within the meaning of Section 2(5) of the Act.

## II. ALLEGED UNFAIR LABOR PRACTICES

1. At all material times prior to September 26, 2011, the following individuals held the positions set forth opposite their respective names and have been supervisors within the meaning of Section 2(11) of the Act, and/or agents within the meaning of Section 2(13) of the Act, acting on behalf of Respondent Big Sky:

Andrea Gustafson	-	Sales Manager
Pat Harrington	-	Catering Manager
Randy Hornbacher	-	Food and Beverage Manager
Virginia Karlsen	-	General Manager
Vicky Rowling	-	Front Desk and Housekeeping Manager

<sup>8</sup> Respondent Butte Hotels admits the allegations in Section I, paragraphs 9 and 10, except to the extent that they allege that the Respondents are affecting commerce within the meaning of Section 2(7) of the Act. In its original answer to the amended consolidated complaint, Respondent Butte Hotels asserted that the Board lacked jurisdiction over the Respondents' operations because the Board's monetary jurisdictional standards should be adjusted for inflation. However, Respondent Butte Hotels admitted that it is an employer within the meaning of the Act. Accordingly, we agree with the Acting General Counsel that there is no material issue of fact in dispute with respect to the Board's jurisdiction.

2. At all material times prior to September 26, 2011, an unnamed agent held the position of Respondent Big Sky's legal representative and has been an agent of Respondent Big Sky within the meaning of Section 2(13) of the Act.

3. At all material times since September 26, 2011, the following individuals held the positions set forth opposite their respective names and have been supervisors within the meaning of Section 2(11) of the Act, and/or agents within the meaning of Section 2(13) of the Act, acting on behalf of Respondent Butte Hotels:

Matt Rutz	-	General Manager
Sanjeev Amin	-	Majority Owner

4. At all material times since September 26, 2011, an unnamed agent held the position of Respondent Butte Hotels' legal representative and has been an agent of Respondent Butte Hotels within the meaning of Section 2(13) of the Act.

5. The following employees of Respondent Big Sky (formerly) and Respondent Butte Hotels (currently) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act (the unit):

All maids employed [at the Hotel] excluding all clerical employees, culinary employees, lounge employees, front desk employees, maintenance employees, laundry workers, and all other employees, guards and supervisors as defined in the Act.

6. On about June 15, 1994, a majority of the unit designated and selected the Union as their representative for the purposes of collective bargaining with Respondent Big Sky.

7. On November 10, 1994, the Union was certified as the exclusive collective-bargaining representative of the unit.

8. At all times since November 10, 1994, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the unit.

9. On about June 21, 2011, Respondent Big Sky discharged its employee Angie Sizemore.

10. Respondent Big Sky engaged in the conduct described above because Sizemore joined and assisted the Union and/or engaged in protected concerted activities and to discourage employees from engaging in these and other protected concerted activities.

11. On about June 24, 2011, Respondent Big Sky, by Gustafson, Harrington, and/or Hornbacher at the Hotel, engaged in surveillance of its employees engaged in union and/or protected concerted activities by setting up a

table and chairs and monitoring a union rally in front of the Hotel.

12. On about June 24, 2011, Respondent Big Sky, by Hornbacher at the Hotel, engaged in surveillance of its employees engaged in union and/or protected concerted activities by photographing employees and others participating in a union rally in front of the Hotel.

13. From about July 12 through 18, 2011, Respondent Big Sky unlawfully interfered with and/or monitored employees' financial and contractual relationship with the Union.

14. Since about August 11, 2011, the Union, by letter, email, and facsimile, has requested that Respondent Big Sky furnish the Union with the following information:

All reasons [Respondent Big Sky] has for not scheduling Housekeeper Priscilla Evans to her regular shift days of Sunday, August 7, Monday, August 8 and Tuesday August 9, 2011; copies of every schedule for the housekeeping department from May 1, 2011 to [August 11, 2011]; and a copy of Evans' personnel file, except for documents involved in the hiring process.

15. The information requested by the Union, as described above, is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the unit.

16. Since about August 19, 2011, Respondent Big Sky has failed and/or refused to furnish the Union with the information requested by it as described above.

17. On about August 19, 2011, Respondent Big Sky, by letter from its legal representative, withdrew its recognition of the Union as the exclusive collective-bargaining representative of the unit and, since August 19, 2011, has refused to bargain collectively with the Union concerning the wages, hours, and other terms and conditions of employment of the unit.

18. On about October 7, 2011, the Union, by letter and facsimile, requested that Respondent Butte Hotels recognize and bargain collectively with it as the exclusive collective-bargaining representative of the unit.

19. Since about October 13, 2011, Respondent Butte Hotels has failed and refused to recognize and bargain with the Union as the exclusive collective-bargaining representative of the unit.

20. Since about October 12, 2011, the Union, by letter and facsimile, has requested that Respondent Butte Hotels furnish the Union with the following information:

All reasons [Respondent Butte Hotels] has for terminating Housekeepers Margaret Horsley and Maria Hurtado; [a] list of witnesses related to the terminations, with their addresses and telephone numbers; [a] copy of

Horsley's and Hurtado's personnel files; and [c]opies of any and all documents related to the terminations.

21. The information requested by the Union, as described above, is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the unit.

22. Since about October 13, 2011, Respondent Butte Hotels has failed and refused to furnish the Union with the information requested by it as described above in section II, paragraph 20.

#### CONCLUSIONS OF LAW

1. By the conduct described above in section II, paragraphs 9 through 13, Respondent Big Sky has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act, in violation of Section 8(a)(1) of the Act.

2. By the conduct described above in section II, paragraphs 9 and 10, Respondent Big Sky has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization and engaging in unfair labor practices affecting commerce within the meaning of Section 8(a)(3) and (1) of the Act.

3. By the conduct described above in section II, paragraphs 14 through 17, Respondent Big Sky has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(5) and (1) of the Act.

4. By the conduct described above in section II, paragraphs 18 through 22, Respondent Butte Hotels has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(5) and (1) of the Act.

5. The Respondents' unfair labor practices described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

#### REMEDY

Having found that Respondent Big Sky and Respondent Butte Hotels have engaged in certain unfair labor practices, we shall order them to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, having found that the Respondents violated Section 8(a)(5) and (1) by failing and refusing since about August 19 and October 13, 2011, respectively, to recognize and bargain with the Union, and having found that Respondent Butte Hotels is a successor of Respondent Big Sky, we shall order Respondent Butte Hotels to meet and bargain in good faith

with the Union as the exclusive collective-bargaining representative of the unit, and if an understanding is reached, to embody the understanding in a signed agreement. In addition, having found that the Respondents violated Section 8(a)(5) and (1) of the Act by failing and refusing to furnish the Union with necessary and relevant information it requested on August 11 and October 12, 2011, we shall order the Respondents to provide the Union with the requested information.

Further, having found that the Respondents have violated Section 8(a)(3) and (1) by discharging Angie Sizemore, we shall order Respondent Butte Hotels to offer Sizemore full reinstatement to her former position, or, if that position no longer exists, to a substantially similar position, without prejudice to her seniority and other rights and privileges previously enjoyed. In addition, we shall order the Respondents, jointly and severally, to make Sizemore whole for any loss of earnings and other benefits suffered as a result of the discrimination against her, with interest accrued to the date of payment. Backpay shall be computed in accordance with *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest at the rate prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB No. 8 (2010), enf. denied on other grounds sub nom. *Jackson Hospital Corp. v. NLRB*, 647 F.3d 1137 (D.C. Cir. 2011).<sup>9</sup> The Respondents shall also be required to remove from their files all references to the unlawful discharge of Sizemore, and to notify her in writing that this has been done and that the unlawful discharge will not be used against her in any way.

Finally, in view of the fact that Respondent Big Sky sold its business to Respondent Butte Hotels, we shall order Respondent Big Sky to mail a copy of the attached notice to the Union and to the last known addresses of its former unit employees who were employed at any time since June 21, 2011, in order to inform them of the outcome of this proceeding.

<sup>9</sup> The Acting General Counsel's motion seeks an order requiring reimbursement of amounts equal to the difference in taxes owed upon receipt of a lump-sum payment and taxes that would have been owed had there been no unlawful conduct. Further, the Acting General Counsel requests that the Respondents be required to submit the appropriate documentation to the Social Security Administration so that when backpay is paid, it will be allocated to the appropriate periods. Because the relief sought would involve a change in Board law, we believe that the appropriateness of this proposed remedy should be resolved after a full briefing by the affected parties, and there has been no such briefing in this case. Accordingly, we decline to order this relief at this time. See, e.g., *Ishikawa Gasket America, Inc.*, 337 NLRB 175, 176 (2001), enf. 354 F.3d 534 (6th Cir. 2004), and cases cited therein.

## ORDER

A. The National Labor Relations Board orders that Respondent Big Sky Hospitalities, LLC d/b/a Butte War Bonnet Hotel, Butte, Montana, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to recognize and bargain with UNITE HERE! Local 427, AFL-CIO (the Union), as the exclusive collective-bargaining representative of its employees in the following bargaining unit:

All maids employed [at the Hotel] excluding all clerical employees, culinary employees, lounge employees, front desk employees, maintenance employees, laundry workers, and all other employees, guards and supervisors as defined in the Act.

(b) Discharging or otherwise discriminating against any employee for engaging in union activity on behalf of, or otherwise supporting UNITE HERE! Local 427, or any other labor organization.

(c) Engaging in surveillance of its employees' union or other protected concerted activities.

(d) Interfering with and/or monitoring employees' financial and contractual relationship with the Union.

(e) Withdrawing recognition from the Union and refusing to bargain collectively and in good faith with the Union as the representative of the unit.

(f) Failing and refusing to furnish the Union with requested information that is necessary and relevant to the performance of its duties as collective-bargaining representative of the unit.

(g) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

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

(a) Jointly and severally with Respondent Butte Hotels, make Angie Sizemore whole for any loss of earnings and other benefits suffered as a result of the discrimination against her, with interest, in the manner set forth in the remedy section of this decision.

(b) Within 14 days from the date of this Order, remove from its files any reference to Sizemore's unlawful discharge, and within 3 days thereafter, notify Sizemore in writing that this has been done and that the discharge will not be used against her in any way.

(c) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic

form, necessary to analyze the amount of backpay due under the terms of this Order.

(d) Furnish the Union with the information it requested by letter dated August 11, 2011.

(e) Within 14 days after service by the Region, duplicate and mail, at its own expense and after being signed by Respondent Big Sky's authorized representative, copies of the attached notice marked "Appendix A,"<sup>10</sup> to the Union and to all unit employees who were employed by the Respondent at any time since June 21, 2011. In addition to physical mailing of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if Respondent Big Sky customarily communicates with its employees by such means.

(f) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that Respondent Big Sky has taken to comply.

B. The National Labor Relations Board orders that Respondent Butte Hotels, LLC & Butte Motels, LLC, Joint employers d/b/a Butte War Bonnet Hotel, Butte, Montana, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to recognize and bargain with UNITE HERE! Local 427, AFL-CIO (the Union), as the exclusive collective-bargaining representative of its employees in the following bargaining unit:

All maids employed [at the Hotel] excluding all clerical employees, culinary employees, lounge employees, front desk employees, maintenance employees, laundry workers, and all other employees, guards and supervisors as defined in the Act.

(b) Discharging or otherwise discriminating against any employee for engaging in union activity on behalf of, or otherwise supporting UNITE HERE! Local 427, or any other labor organization.

(c) Engaging in surveillance of its employees' union or other protected concerted activities.

(d) Interfering with and/or monitoring employees' financial and contractual relationship with the Union.

(e) Withdrawing recognition from the Union and refusing to bargain collectively and in good faith with the Union as the representative of the unit.

<sup>10</sup> If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Mailed by Order of the National Labor Relations Board" shall read "Mailed Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

(f) Failing and refusing to furnish the Union with requested information that is necessary and relevant to the performance of its duties as collective-bargaining representative of the unit.

(g) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

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

(a) On request, bargain with the Union as the exclusive collective-bargaining representative of the unit on terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement.

(b) Within 14 days of the date of this Order, offer Angie Sizemore full reinstatement to her former job, or if that job no longer exists, to a substantially equivalent position, without prejudice to her seniority or any other rights or privileges previously enjoyed.

(c) Jointly and severally with Respondent Big Sky, make Angie Sizemore whole for any loss of earnings and other benefits suffered as a result of the discrimination against her, with interest, in the manner set forth in the remedy section of this decision.

(d) Within 14 days from the date of this Order, remove from its files any reference to Sizemore's unlawful discharge, and within 3 days thereafter, notify Sizemore in writing that this has been done and that the discharge will not be used against her in any way.

(e) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.

(f) Within 14 days from the date of this Order, rescind the August 19, 2011 withdrawal of recognition from the Union.

(g) Furnish the Union with the information it requested by letters dated August 11 and October 12, 2011.

(h) Within 14 days after service by the Region, post at its facility in Butte, Montana, copies of the attached notice marked "Appendix B."<sup>11</sup> Copies of the notice, on forms provided by the Regional Director for Region 19,

<sup>11</sup> If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

after being signed by the Respondents' authorized representatives, shall be posted and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if Respondent Butte Hotels customarily communicates with its employees by such means. Reasonable steps shall be taken by Respondent Butte Hotels 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 Butte Hotels has gone out of business or closed the facility involved in these proceedings, Respondent Butte Hotels shall duplicate and mail, at its own expense, copies of the notice to all current employees and former employees employed by Respondent Butte Hotels at any time since about September 26, 2011.

(i) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that Respondent Butte Hotels has taken to comply.

Dated, Washington, D.C. July 16, 2012

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Mark Gaston Pearce, Chairman

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Richard F. Griffin, Jr., Member

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Sharon Block, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

#### APPENDIX A

NOTICE TO EMPLOYEES

MAILED BY ORDER OF THE

NATIONAL LABOR RELATIONS BOARD

An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to mail and obey this notice.

#### FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join or assist a union

Choose representatives 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 fail and refuse to recognize and bargain with UNITE HERE! Local 427, AFL-CIO (the Union), as the exclusive collective-bargaining representative of our employees in the following bargaining unit:

All maids employed at our Hotel excluding all clerical employees, culinary employees, lounge employees, front desk employees, maintenance employees, laundry workers, and all other employees, guards and supervisors as defined in the Act.

WE WILL NOT discharge or otherwise discriminate against you for engaging in union activity on behalf of, or otherwise supporting, the Union, or any other labor organization.

WE WILL NOT engage in surveillance of your union or other protected concerted activities.

WE WILL NOT interfere with and/or monitor your financial and contractual relationship with the Union.

WE WILL NOT withdraw recognition from the Union or refuse to bargain collectively and in good faith with the Union as the representative of the unit.

WE WILL NOT fail and refuse to furnish the Union with requested information that is necessary and relevant to the performance of its duties as collective-bargaining representative of the unit.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL, jointly and severally with Respondent Butte Hotels, LLC & Butte Motels, LLC, joint employers d/b/a Butte War Bonnet Hotel, make Angie Sizemore whole for any loss of earnings and other benefits suffered as a result of the discrimination against her, with interest.

WE WILL, within 14 days from the date of this Order, remove from our files any reference to Sizemore's unlawful discharge, and WE WILL, within 3 days thereafter, notify Sizemore in writing that this has been done and that the discharge will not be used against her in any way.

WE WILL furnish the Union with the information it requested by letter dated August 11, 2011.

BIG SKY HOSPITALITIES, LLC D/B/A BUTTE WAR BONNET HOTEL

#### APPENDIX B

NOTICE TO EMPLOYEES

POSTED BY ORDER OF THE

NATIONAL LABOR RELATIONS BOARD

An Agency of the United States Government

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Choose representatives to bargain with us on your behalf

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WE WILL NOT fail and refuse to recognize and bargain with UNITE HERE! Local 427, AFL-CIO (the Union), as the exclusive collective-bargaining representative of our employees in the following bargaining unit:

All maids employed at our Hotel excluding all clerical employees, culinary employees, lounge employees, front desk employees, maintenance employees, laundry workers, and all other employees, guards and supervisors as defined in the Act.

WE WILL NOT discharge or otherwise discriminate against you for engaging in union activity on behalf of, or otherwise supporting, the Union, or any other labor organization.

WE WILL NOT engage in surveillance of your union or other protected concerted activities.

WE WILL NOT interfere with and/or monitor your financial and contractual relationship with the Union.

WE WILL NOT withdraw recognition from the Union or refuse to bargain collectively and in good faith with the Union as the representative of the unit.

WE WILL NOT fail and refuse to furnish the Union with requested information that is necessary and relevant to the performance of its duties as collective-bargaining representative of the unit.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL, on request, bargain with the Union as the exclusive collective-bargaining representative of the unit on terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement.

WE WILL, within 14 days of the date of this Order, offer Angie Sizemore full reinstatement to her former job, or if that job no longer exists, to a substantially equivalent position, without prejudice to her seniority or any other rights or privileges previously enjoyed.

WE WILL, jointly and severally with Respondent Big Sky Hospitality, LLC d/b/a Butte War Bonnet Hotel, make Angie Sizemore whole for any loss of earnings and other benefits suffered as a result of the discrimination against her, with interest.

WE WILL, within 14 days from the date of this Order, remove from our files any reference to Sizemore's unlawful discharge, and WE WILL, within 3 days thereafter, notify Sizemore in writing that this has been done and that the discharge will not be used against her in any way.

WE WILL, within 14 days from the date of the Board's Order, rescind our August 19, 2011 withdrawal of recognition from the Union.

WE WILL furnish the Union with the information it requested by letters dated August 11 and October 12, 2011.

BUTTE HOTELS, LLC & BUTTE MOTELS, LLC  
JOINT EMPLOYERS D/B/A BUTTE WAR BONNET  
HOTEL