

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 20**

TOUCHSTONE CLIMBING, INC.

Employer

and

**WESTERN STATES REGIONAL JOINT BOARD,
WORKERS UNITED**

Petitioner

**Cases 20-RC-369707¹
20-RC-370234
32-RC-369681
32-RC-370217**

DECISION AND DIRECTION OF ELECTION

The only issue presented in these cases is whether the petitioned-for single-facility plantwide units at four of the Employer's California facilities are each an appropriate single-facility unit for bargaining, or whether the only appropriate unit is a multi-facility unit consisting of all nine of the Employer's Bay Area facilities. The four petitioned-for facilities are located at 2573 3rd Street, San Francisco (Dogpatch), 2295 Harrison Street, San Francisco (Mission Cliffs), 306 South 1st Street, San Jose (The Studio), and 1220 Diamond Way #140, and Concord (Diablo Rock).

The parties agreed on the record that, should the Acting Regional Director find that the petitioned-for units at Dogpatch, Mission Cliffs, and Diablo Rock are appropriate, the unit composition of the wall-to-wall units at each of those gyms shall consist of the following classifications:

Included: All full-time and regular part-time front desk staff, front desk leads, belay staff, climbing club coaches, assistant team coaches, lead team coaches, safety staff, and instructors.

Excluded: Routesetters assigned to the Touchstone Office and all Maintenance Staff.²

¹ Because the four petitions raise identical issues, the two Region 32 cases were transferred to Region 20, and an Order Consolidating Cases issued on July 31, 2025.

² The parties agreed on the record that the corporate routesetters and maintenance staff are not assigned to any single facility and thus are excluded from the agreed-upon wall-to-wall single-facility unit composition.

Regarding the The Studio unit, the parties agreed that three routesetters are permanently assigned to that gym and that they would be included in that single-facility unit, as follows, if it were found to be appropriate:

Included: All full-time and regular part-time front desk staff, front desk leads, belay staff, routesetters assigned to The Studio, climbing club coaches, assistant team coaches, lead team coaches, safety staff, and instructors.

Excluded: Routesetters assigned to the Touchstone Office and all Maintenance Staff

A hearing officer of the Board held a hearing in these related matters. The Employer timely filed its Statements of Position and a brief before the hearing closed, and the Petitioner orally argued its position at the close of the hearing. As explained below, based on the record and relevant Board law, I find that each of the four petitioned-for units is a separate appropriate single-facility unit.

THE EMPLOYER'S OPERATIONS

The Employer is engaged in the business of operating 18 rock-climbing fitness gyms across the state of California and has facilities in the Bay Area, Southern California, Fresno, and Sacramento areas.³ Touchstone's corporate office is located in Berkeley, California, and contains an accounting department, routesetting department, membership services department, and maintenance department, among others. These department employees are not assigned to a specific gym or facility, and are instead dispatched to various facilities regularly, or as needed.

As noted above, the Union has petitioned for four wall-to-wall single-facility units at the following four Bay Area gyms: Mission Cliffs, Dogpatch Boulders, The Studio, and Diablo Rock. There are approximately 20-30 employees in the petitioned-for units at each facility, and approximately 230 employees in the Bay Area-wide unit proposed by the Employer. Er. Ex. 1; Attachment B to Er. Diablo Rock Statement of Position ("SOP"); Attachment B to Er. Mission Cliffs SOP.

The Employer's five other Bay Area facilities at issue here are listed below:

800 Potter Street, Berkeley (Berkeley Ironworks), 1875 Solano Ave, Berkeley (The Oaks), 520 20th Street, Oakland (Great Western Power Company), 2140 Mandela Parkway, Oakland (Pacific Pipe), and 801 Willow Street, Redwood City (Hyperion). Bd. Ex. 1; Er. Ex. 2.

³ The Union currently represents the employees at the Employer's five Los Angeles area gyms in a single bargaining unit.

BOARD LAW

The Board has long held that a petitioned-for single-facility unit is presumptively appropriate. Unless the party proposing a multi-facility unit can show that the petitioned-for single-facility unit has been so effectively merged or is so functionally integrated that it has lost its separate identity, the presumption prevails. Thus, the party opposing the single-facility unit bears the heavy burden of rebutting its presumptive appropriateness. To determine whether the single-facility presumption has been rebutted, the Board examines several factors including: (1) centralized control of management and supervision, including the extent of local autonomy; (2) employees' skills, functions, and working conditions; (3) functional integration; (4) employee contact and interchange; (5) geographic proximity; and (6) bargaining history, if any exists. *Audio Visual Services Group, LLC*, 370 NLRB No. 39 at 3 (2020) (citing *Laboratory Corporation of America Holdings*, 341 NLRB at 1081-1082 (2004)); see also *Trane*, 339 NLRB 866, 867 (2003); *D&L Transportation*, 324 NLRB at 160; *J & L Plate, Inc.*, 310 NLRB at 429.

Application of Board Law to these Cases

There are two bedrock Board policies that favor finding the four petitioned-for units appropriate here; namely, that plantwide (or "wall-to-wall") and petitioned-for single-facility units are presumptively appropriate⁴. Of course, the parties agreed on the record to the composition of each of the four presumptively appropriate wall-to-wall units, and that issue is settled. Turning to the single- versus multi-facility issue, based on the record evidence and the following analysis, I conclude that the Employer has not carried its burden of rebutting the presumption that the four petitioned-for single-facility units are appropriate.

1. Central Control over Daily Operations and Labor Relations, including Local Autonomy

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, have been cited to support a multilocation determination. See e.g., *Budget Rent A Car Systems*, 337 NLRB 884, 885 (2002). However, the Board has also made clear that "the existence of even substantial centralized control over some labor relations policies and procedures is not inconsistent with a conclusion that sufficient local autonomy exists to support a single local presumption." See e.g., *California Pacific Medical Center*, 357 NLRB 197, 198 (2011); *Mercy Sacramento Hospital*, 344 NLRB 790, 791 (2005). Thus, "centralization, by itself, is not sufficient to rebut the single-facility presumption where there is significant local autonomy over labor relations. Instead, the Board focuses on whether the employees perform their day-to-day work under the supervision of one who is involved in rating their performance and in affecting their job status and who is personally involved with the daily matters which make up their grievances and routine

⁴ Congress expressly contemplated the plantwide unit in Section 9(b), and it is well settled that "[a] plantwide unit is presumptively appropriate under the Act, and a community of interest inherently exists among such employees." *Airco, Inc.*, 273 NLRB 348, 349 (1984); citing *Kalamazoo Paper Box Corp.*, 136 NLRB 134, 136 (1962). Petitioned-for single-facility units are also presumptively appropriate. See, e.g., *Hilander Foods*, 348 NLRB 1200 (2006).

problems.” (citations omitted) *Hilander Foods*, supra at 1203. Therefore, the primary focus of this factor is the degree of control that facility-level management exerts over employees’ day-to-day working lives.

While the facilities at issue here are all subject to some of the same overarching corporate policies, they also have distinct, separate supervision and significant local-level autonomy. At a corporate level, the Employer maintains an employee handbook, personnel policies, new hire training, and established wages and benefits. Tr. 70-71; 87; 179-180. The corporate accounting department handles backend payment of wages, while individual managers at each facility assign and supervise employees’ day-to-day work and approve their hours worked. Tr. 159-160; 189-190.

Individual facility managers exercise the authority to hire employees, provide employees with feedback, and issue discipline. Tr. 162-164; 166; 256. In general, facility managers are responsible for enforcement of the Employer’s policies on a facility level, and most communications from the Employer to employees go through facility managers. Tr. 66; 79; 190; 377. Facility managers also run regular staff meetings, although the Employer’s Director of Operations or other corporate-level managers often attend. Tr. 191. Facility managers have gym specific responsibilities, such as maintaining relationships with the local community, creating specific events for their facilities, and working with corporate to tailor corporate marketing to their regional membership. Tr. 189-190; 194-195; 197; 262; 292-294.

In addition, although corporate is involved in consulting with local management regarding local decisions, such as hiring, discipline, and terminations, the record demonstrates that supervisors at each facility independently investigate and determine these actions, and that corporate-level staff rarely conduct their own investigations or overrule the decisions of the supervisors located at each facility. Tr. 67; 162-164; 204-205; 279; 314-315. For example, the facility manager at The Oaks in Oakland testified that although he believed he needed the Director of Operations approval to terminate an employee at his facility, the Director ultimately “allowed [him] to use [his] best judgment to do what [he] thought was right for the facility.” Tr. 314. Similarly, in hiring, facility managers put in job requisitions, review applicants, conduct interviews, and effectively recommend or approve the hiring of any new employees. Tr. 160-161.

The above applies to all employees in the petitioned-for units except for team coaches. A different corporate department is involved in the hiring and daily operations of the lead team coaches and assistant team coaches. There are seven team coaches in two of the four petitioned-for units: four work out of the Dogpatch facility and three work at The Studio facility. Er. Ex. 1. Team coaches are involved in the Team Touchstone competitive climbing youth teams.⁵ The youth teams are a function of Ironstone’s Department of Youth Programs, headed by the Director of Youth Programs. Tr. 48-50; Er. Ex. 5. Under this Director, there is a SoCal and NorCal Regional Head Coach. Id. The NorCal Regional Head Coach testified that he works with Bay Area facility managers to set the schedules for the coaches but defers to the facility managers. Tr. 329; 337-338. The NorCal Regional Head Coach further testified that, although he will keep

⁵ Some of the team coaches also work in other job categories, such as front desk staff. Tr. 50.

facility managers “up to date” throughout the hiring process, he oversees the hiring of team coaches. Tr. 340-341. The lead team coaches can create other coaches’ schedules. Tr. 387-388. These lead coaches are in the petitioned-for units, are facility-based, and are supervised by both their facility manager and the NorCal Regional Head Coach. Tr. 104; 387-388. The team coaches still answer to their facility manager for “anything payroll-related,” but the remaining delineation of management between facility manager, NorCal Regional Head Coach, and sub-regional lead coaches is unclear in the record. Tr. 341. One assistant team coach testified that he was hired by the facility manager, not by the NorCal Head Coach, and that he does not have regular interactions with, or receive direction from, the NorCal Head Coach: “I have no real day-to-day interactions with [him], only like very infrequently at competitions....” Tr. 387; 390. The record evidence regarding the supervision of team coaches is therefore conflicting and ambiguous.

All told, the record evidence establishes that the facility managers at each of the petitioned-for facilities have a high degree of local control over their own daily operations and labor relations and represent “the highest level of supervisory authority present in the store for a substantial majority of time.” *Angelus Furniture Mfg. Co.*, 192 NLRB 992, 993 (1971) (local autonomy of operations will militate toward a separate unit). Although there is evidence of some centralized control over certain labor relations and policies, the substantial local autonomy at each facility overrides the significance of the modest degree of administrative centralization, which I find to be insufficient to negate the separate identities of each facility. This is particularly true where, as here and as discussed below, there is limited contact and interchange among the petitioned-for units. See e.g., *Mercy Sacramento Hospital*, supra at 791, and cases cited therein. Thus, this factor supports the presumption that the single-facility units sought are appropriate.⁶

2. Similarity of Skills, Functions, and Working Conditions

The similarity or dissimilarity of work, qualifications, working conditions, wages and benefits between employees at the facilities the Employer contends should be in the unit has some bearing on determining the appropriateness of the single-facility units sought. However, this factor is not dispositive and carries less weight when other factors are not met; such as interchange, functional integration, and centralization of labor relations. Compare, for example, *Dattco, Inc.*, 338 NLRB 49 (2002) (significant level of interdependence and interchange coupled with the centralization of operations and uniformity of skills, functions and working conditions sufficient to rebut the presumptive appropriateness of the single-facility unit.)

Here, there is no question that the employees in dispute share substantially similar skills and functions. The parties stipulated that the job duties and responsibilities of the petitioned-for

⁶ See *Renzetti’s Market, Inc.*, supra (finding merit to petitioner’s contention that such factors as centralized administrative control, uniform fringe benefits, and interdependence of the stores’ operations were outweighed by the “factor which is of chief concern to the employees,” the day-to-day working conditions, including discipline, scheduling, requests for leave, and handling routine grievances); *Bud’s Thrift-T-Wise*, 236 NLRB 1203, 1204 (1978) (finding that, though central labor policies circumscribed authority, store managers exercised autonomy in interviewing, scheduling, granting time-off, adjusting grievances, evaluating employees, and making effective recommendations for hiring, discipline, and firing).

classifications are substantially similar across all gyms operated by the Employer. Tr. 179-180. The parties further stipulated that there is a common employee handbook for all employees. Tr. 180. Under the employee handbook, similarly situated employees at all facilities receive the same benefits, including health insurance and leave accrual. Er. Ex. 6. Since approximately 2020, Touchstone Corporate has also standardized starting wages and wage-increases across all facilities. Tr. 168-169. In sum, the similarity of the employees' skills, responsibilities, and working conditions weigh in favor of rebutting the single-facility presumption.

3. Functional Integration

Evidence of functional integration is also relevant to the issue of whether a single-facility unit is appropriate. Functional integration refers to when employees at two or more facilities are closely integrated with one another functionally and rely on one another to perform their jobs notwithstanding their physical separation. *Budget Rent A Car Systems*, 337 NLRB 884 (2002). This functional integration involves employees at the various facilities participating equally and fully at various stages in the employer's operation, such that the employees constitute integral and indispensable parts of a single work process. *Id.* An important element of functional integration is that the employees from the various facilities have frequent contact with one another. *Id.* at 885.

To address this factor, the Employer presented evidence of interactions between corporate-based routesetters and maintenance employees and the other employees at the nine Bay Area gyms. In doing so, the Employer stressed the importance of the work that the routesetters and maintenance workers perform when they visit each gym. However, it bears reminding that the routesetters and maintenance employees are dispatched and based out of corporate headquarters and are not on any individual gym's payroll. Tr. 24; 353-354; 358; Er. Ex. 1. Indeed, it is on that basis that the parties agreed that the 17 routesetters and 4 maintenance employees from the corporate office are excluded from the four wall-to-wall petitioned-for units.⁷ Accordingly, the contact and integration between these two non-unit classifications and the petitioned-for unit has little to no bearing on the consideration of this factor and does not establish that the four subject facilities are functionally integrated or have been so effectively merged that they have lost their separate identity. In other words, the non-unit, corporate-dispatched routesetters and maintenance employees do not and cannot constitute the glue holding all four petitioned-for units (or more) together.

The Employer also presented evidence of interactions between facilities in the form of intra-facility support. For example, while The Studio facility manager was on leave, the front desk staff called Diablo Rock staff to ask for materials regarding a promotional sale event. Tr. 301. As another example, Hyperion requested information about Pacific Pipe's shoe rental system and decided to implement the document that Pacific Pipe used. Tr. 208. However, these examples are relatively minimal and minor, and in fact exemplify the distinct identities of each facility, rather

⁷ As noted above, the parties agreed that three routesetters are permanently assigned to The Studio in San Jose and they would be included in that single-facility unit if it is found to be appropriate.

than the functional integration of the facilities. The evidence does not show that the closing of any gym(s) would impact the operations of the remaining gyms.

Absent evidence of functional integration and frequent contact between employees at the different Bay Area facilities, this factor supports the presumption that the four petitioned-for single-facility units are appropriate.

4. The Degree of Employee Interchange

Employee contact is considered interchange where a portion of the workforce of one facility is involved in the work of the other facilities through temporary transfer or assignment of work. However, a significant portion of the workforce must be involved, and the workforce must be supervised by the local branch to which they are not normally assigned in order to meet the burden of proof on the party opposing the single-facility unit. *New Britain Transportation Co.*, 330 NLRB 397, 398 (1999). For example, the Board found that interchange was established and significant when, during a 1-year period, there were approximately 400 to 425 temporary transfers among three terminals in a workforce of 87 and the transferees were directly supervised by the terminal manager from the terminal where the work was being performed. *Dayton Transport Corp.* 270 NLRB 1114 (1984). On the other hand, where the amount of interchange is unclear both as to scope and frequency because it is unclear how the total amount of interchange compares to the total amount of work performed, the burden of proof is not met, including where a party fails to support a claim of interchange with either documentation or specific testimony providing context. *Cargill, Inc.*, 336 NLRB 1114 (2001); *Courier Dispatch Group*, 311 NLRB 728, 731 (1993). Also important in considering interchange is whether the temporary employee transfers are voluntary or required, the number of permanent employee transfers, and whether the permanent employee transfers are voluntary. *New Britain Transportation Co.*, supra. Voluntary interchange is given less weight in determining if employees from different locations share a common identity. *D&L Transportation*, 324 NLRB 160, 162 fn. 7 (1997).

Here, the record evidence includes testimony from facility managers and employees, and sample work schedules. The Employer introduced a spreadsheet which listed each employee at all nine Bay Area facilities, identified their home facility, and listed the hours that each employee worked in each facility by job title for the last two years. Er. Ex. 9.⁸ Using the compiled data provided by the Employer, 85% of hours worked by The Studio employees in the past two years have been worked in The Studio, 84% of hours worked by Dogpatch Boulders employees in the

⁸I find this spreadsheet to be incomplete and unreliable because it does not differentiate between temporary and permanent transfers. For example, in its brief, the Employer points to employee K. Close as an example of someone who regularly works at multiple gyms. It shows her as having worked approximately 340 hours in Dogpatch and approximately 300 hours in Hyperion, with her home location listed as Hyperion. However, both the Hyperion and Dogpatch facility managers testified about an unidentified employee who transferred from Dogpatch to Hyperion when Hyperion opened in April 2025. The employee mentioned in their testimony must be K. Close, as there are no other employees listed on the spreadsheet that have worked at both the Dogpatch and Hyperion gyms. This exemplifies the shortcomings and unreliability of the incomplete data that was submitted.

two years have been worked in Dogpatch Boulders, and 75% of hours worked by Mission Cliffs employees in the two years have been worked in Mission Cliffs.⁹ Er. Ex. 9. The majority of Diablo Rock employees' data did not appear on the compiled tab of the exhibit. It appeared only on the raw data tab of the exhibit, so a similar analysis was not possible. As discussed in footnotes 8 and 9, the spreadsheet is incomplete and does not clearly set forth the hours worked by permanently transferred employees at their new gym. This unreliable data does not accurately set forth daily, weekly, or monthly interchange. Exhibit 9 and the employer's cited examples are thus given very little weight.

Regularly Scheduled Interchange

For some job classifications, the employees' regular schedules involve work at multiple gyms. The team coaches' schedules are set by the NorCal head coach, lead coaches, and the facility managers. Tr. 329; 337-338; 387. Some of the four coaches at Dogpatch Boulders are regularly scheduled to work at other facilities. Er. Ex. 11; Tr. 338-339. Two days a week, 2-4 coaches are regularly scheduled at Mission Cliffs. Id. One day a week, for approximately half of the year, 3-4 coaches are scheduled at Pacific Pipes. Id. Even when alternating locations, the Dogpatch-based coaches remain on the Dogpatch facility payroll under the same facility manager. Tr. 338-340. There is no evidence that The Studio team coaches regularly coach out of any other facility. Mission Cliffs and Diablo Rock do not have team coaches. Tr. 340; Att. B to Er. Diablo Rock SOP.

Fitness instructors can similarly have regularly scheduled work at other facilities. Tr. 270-272; Er. Ex. 8. There are six instructors that regularly teach fitness classes at the Dogpatch facility every week. Id. Between the six Dogpatch instructors, they teach ten classes at Dogpatch every week, one class at Mission Cliffs, and one at Ironworks. Id. There is no evidence that instructors from Mission Cliffs, The Studio, or Diablo Rock are regularly scheduled at other facilities, although there is one instructor from Berkeley Ironworks who teaches two classes a week at Mission Cliffs. Er. Ex. 7. It is unclear how many classes are taught per week at Mission Cliffs in total.

As discussed above in the Functional Integration analysis, the corporate routesetters are regularly dispatched to all the facilities except The Studio in San Jose. As noted above, that facility has three routesetters permanently assigned to that location. Tr. 370. When Hyperion first opened in Redwood City, The Studio routesetters helped with the gym's opening setup. Tr. 384-385. Since opening, two of the routesetters from The Studio are regularly scheduled to work at Hyperion once a week. Id.

⁹ An employee who now works for Mission Cliffs worked 60% of his hours in the last two years at Pacific Pipes. This is the only front desk employee who has worked at both Pacific Pipes and Mission Cliffs and is likely the same employee to whom the Mission Cliffs facility manager referred when testifying about a transfer to Mission Cliffs from Pacific Pipes. Tr. 251; 256. Removing this misleading example and excluding his hours worked at Pacific Pipes results in a showing that Mission Cliffs employees only worked 3% of their hours away from Mission Cliffs.

Overall, these regularly scheduled, temporary one-way transfers are minimal percentagewise, involving only four coaches and two instructors from the Dogpatch facility, and two routesetters from The Studio. No other unit classification from any other petitioned-for facility transfers from one gym to another. There is also very limited evidence of other employees being regularly scheduled to work in the Dogpatch Boulders, Mission Cliffs, The Studio, or Diablo Rock facilities. See e.g., *Starbucks Corp.*, 371 NLRB No. 71, slip op. at 1-2 & fn. 5 (2022)(infrequent, limited, and one-way interchange do not result in this factor being met); but compare *Purolator Courier Corp.*, 265 NLRB 659, 661 (1982), a case in which the Board found the interchange factor was satisfied when a full 50 percent of the workforce worked at other facilities each day and were frequently supervised by managers at other terminals.

Permanent Transfers

The record shows that employees have permanently transferred between gyms. The process typically involved the employee going through the entire application process and securing approval from the facility manager at the destination gym. Tr. 251; 321. However, in some instances, such as when The Oaks gym newly opened and a tenured and well-known employee sought to transfer into it, the transfer was implemented without an application. Tr. 127. The facility managers testified to only a few transfers each, all of which were voluntary. Tr. 127; 207; 228-229; 251; 256; 268; 280; 304; 319; 321.

In the past six years, Diablo Rock has had two people transfer in, and two or three people transfer out. Tr. 304; 321. For Mission Cliffs, the facility manager provided examples of two employees who voluntarily transferred in the last few years; one who came from Pacific Pipe, and another who transferred from Berkeley Ironworks. Tr. 255-256. The facility manager at Dogpatch Boulders provided one example of an employee that voluntarily transferred within the past year to the newly opened Hyperion facility. Within the last two years, another employee voluntarily transferred from the Studio to Dogpatch. Tr. 268. There were no additional examples of employees transferring to or from The Studio.

The permanent transfers were limited in number and all voluntary. As noted above, the Board gives less weight to voluntary transfers and considers permanent transfers to be less indicative of multi-facility integration than temporary transfers or day-to-day interchange. *D&L Transportation; New Britain Transportation Co.*, supra. Furthermore, the Board gives "little weight to even substantial transfers ... from an existing location to a newly opened facility." See *Alamo Rent-A-Car*, 330 NLRB 897, 898, citing *Red Lobster*, 300 NLRB 908, 911 (1990) and *J.L. Hudson Co.*, 155 NLRB 1345, 1348 fn.9 (1965).

Temporary Interchange

The facility managers testified that employees have worked at other gyms when convenient, or when their gym or others needed coverage. For positions such as front desk staff,

safety staff, and belay staff,¹⁰ managers fill shift vacancies by first reaching out to their in-house staff, then reaching out to nearby facility managers to request help in finding coverage before expanding the request to facility managers from further away. Tr. 250; 261. Each facility manager then communicates with their own staff in coordinating coverage and will let the requesting facility manager know if they can “spare a desk staff or a belay staff.” Tr. 242. It is voluntary for staff to provide coverage to these other facilities. Tr. 324.

These types of transfers occur with varying frequency at each facility, either when multiple employees have called out, or when there are infrequent facility-wide events such as climbing competitions. Tr. 238; 318. At Diablo Rock, the facility manager requests or provides coverage in this manner only a few times a year. Tr. 297-298. The Diablo Rock gym is far enough away from the other facilities that it “traditionally [doesn’t] share employees.” Tr. 297-298. The Studio is similarly geographically distanced and there was no testimony regarding frequent temporary coverage there. Mission Cliff and Dogpatch Boulders, both located in San Francisco, provide coverage for each other more frequently due to their close proximity and lean staffing levels. Tr. 250; Mission Cliff typically requests coverage for staff four to five times a month, either from Dogpatch Boulders or other nearby facilities. Tr. 250. Dogpatch Boulders also requests coverage from other gyms with some regularity. Tr. 267. *See New Britain Transp. Co.*, supra (“[V]oluntary interchange is given less weight in determining if employees from different locations share a common identity.”); *Red Lobster*, 300 NLRB at 911 (noting that “the significance of that interchange is diminished because the interchange occurs largely as a matter of employee convenience, *i.e.*, it is voluntary”) (emphasis added).

Temporary coverage also occurs among fitness instructors, who have regularly scheduled classes. When a fitness instructor is unable to teach their class, they coordinate coverage with an instructor from either their gym or another gym, then inform the facility manager that they have found coverage. Tr. 123-124; 251. At Berkeley Ironworks, this happens a few times a month. *Id.* Mission Cliffs and the Dogpatch also occasionally utilize instructor coverage. Tr. 251; 254-255. There is no evidence this occurs regularly at The Studio or Diablo Rock gyms.

Although Mission Cliffs and Dogpatch tend to provide coverage for each other more frequently than the other gyms due to their proximity, the coverage nevertheless amounts to a relatively small percentage of the total hours worked. To illustrate, during the past two years, the Dogpatch and Mission Cliffs employees respectively spent 7.6% and 2% of their total hours working at their supposed “sister gym.”

Management During Temporary Interchange

The record is silent on who is responsible for supervising employees while they are working at another gym. Team coaches remain on the payroll of their home gym but appear to require permission from the facility manager to schedule a coaching session at that manager’s gym. Tr. 329; 337-338; 387. The facility manager at Mission Cliffs stated, “Everyone’s under my

¹⁰ Employee job duties overlap, and employees can work different shifts in different job categories. Er. Ex. 9. Tr. 50; 105.

supervision when they're physically at the gym,” but the nature and extent of this supervision is not defined. Tr. 255. There is no evidence regarding who approves hours worked, reviews performance, provides feedback, or disciplines an employee who is only temporarily assigned to another gym, but still on the payroll for their home facility.

Other Interchange

There are other occasions where employees from different gyms interact with one another. These include group trainings or large climbing competitions, where employees from multiple gyms are brought in to work the event. Tr. 208-209. The Hyperion facility manager estimated that these events occur about once a month. Id. Mission Cliffs and Dogpatch Boulders also host a joint holiday party for their employees. Tr. 274-275.

Conclusion

The parties disagree on the degree of employee interchange throughout the Bay Area. *See* Er. Br. 21-23, Tr. 414-415. However, the record establishes that an insignificant portion of the workforce transfers between the petitioned-for facilities and the other facilities that the Employer seeks to include. There are only a few examples of regularly scheduled one-way interchange, limited temporary and permanent transfers; all of which are voluntary, and no regular meetings or other company-wide employee gatherings to show a high degree of contact between the petitioned-for employees and other employees. *See e.g., Hilander Foods*, supra at 1204 (“There is no evidence that . . . employees have had frequent contact with employees at the other facilities as a result of central training, central meetings, community service projects, or the newsletter.”) Further, where there was evidence of some interchange between the Dogpatch Boulders and Mission Cliffs gyms, there was almost none presented for Diablo Rock or The Studio facility.

All told, the evidence introduced does not establish that the extent of temporary or permanent transfers has a significant impact on the separate community of interest shared by each of the four petitioned-for units, and the permanent transfers cannot be said to contribute to all-gym cohesiveness. Therefore, this factor weighs in favor of the single-facility unit presumption.

5. *Distance between Locations*¹¹

Facilities that are in close proximity to each other are distinguished from those which are separated by meaningful geographical distances. The Board has considered varying distances between facilities when determining whether this factor favors rebutting the single facility presumption, depending largely on what other factors are present. In other words, the distance between facilities, by itself, does not militate for or against the single-facility presumption. *See, for example, Lipman’s*, 227 NLRB 1436, 1438 fn.7 (finding single-store units appropriate where

¹¹ Testimony regarding the distances between the Bay Area gyms was conflicting. I take administrative notice of the approximate distances and travel times using Google Maps, which is far more reliable.

stores located only 2 miles apart); *Red Lobster*, 300 NLRB at 908, 912 (finding single-store units appropriate where stores were an average distance of 7 miles apart and all within a 22-mile radius); *New Britain Transportation*, 330 NLRB at 398 (“geographic separation [of 6 to 12 miles], while not determinative, gains significance where, as here, there are other persuasive factors supporting the single-facility unit,” citing *Bowie Hall Trucking Inc.*, 290 NLRB 41, 43 (1988)). But compare *Barber-Colman Co.*, 130 NLRB 478, 479 (1961), in which 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. See also *Stormont-Vail Healthcare, Inc.*, 340 NLRB 1205 (2003)(geographic distance of up to ~60 miles from certain clinics to the main campus did not warrant exclusion of the clinics when all other factors were met); and *Trane*, supra (108 miles between facilities “generally significant” but factors of centralized control, lack of autonomy, regular interchange and frequent contact, common supervision, and common skills and duties reduced that significance).

The nine Bay Area gyms at issue here are located within the San Francisco, East Bay, and South Bay Area, spread out among five different California counties. The two closest gyms are Dogpatch Boulders and Mission Cliffs, often referred to on the record as the “sister gyms,” because they are located about 2.5 miles apart in San Francisco. These two gyms are approximately 10-15 miles from the Berkeley and Oakland facilities, and approximately 30 miles from the Diablo Rock Concord facility. They are both approximately 50 miles north of The Studio in San Jose.

The Berkeley and Oakland facilities are relatively close to one another and are about 20 miles west of the Diablo Rock Concord location. Tr. 290. Of the four petitioned-for gyms, Diablo Rock in Concord and The Studio in San Jose are the most geographically distanced from the other gyms. The nearest gym to the Studio in San Jose is Hyperion in Redwood City which is approximately 25 miles away. Of course, and as multiple witnesses testified, Bay Area traffic can drastically increase the travel time between all of the gyms.

Without belaboring the point, the distance between and among the four petitioned-for gyms and the other Bay Area gyms ranges from relatively short to generally significant. However, the cases cited above make it clear that the distance between locations, standing alone, matters very little. Rather, this factor is considered together with other factors to determine whether it weighs in favor of or against a multi-facility unit. For example, in the absence of centralized control over daily labor relations, common supervision, a high degree of contact and functional integration, even facilities that are in close proximity to one another will not be found to have lost their separate identities. *Lipman's*; *New Britain Transportation*, supra. Those important factors are likewise missing here and, accordingly, this factor weighs in favor of the single-facility presumption.

6. Bargaining History

The absence of any bargaining history for these facilities is a neutral factor in the analysis of whether the petitioned-for single-facility units are appropriate.¹² *Trane*, supra at 868, fn. 4.

¹² In its brief, the Employer argued that single-facility units in Northern California are inappropriate because the Union pursued a regional multi-facility unit in Southern California. I note that bargaining

CONCLUSION

In determining that the single-facility units sought by Petitioner are appropriate, I have carefully considered the record evidence and weighed the factors that bear on the determination of whether the single-facility presumption has been rebutted. The record evidence establishes that, although there is some centralized control over labor relations, facility managers exercise full autonomy in their supervision of their respective gyms and in day-to-day facility operations. Additionally, there is limited permanent and temporary employee interchange, and the employee transfers that do occur are all voluntary. The contact between the employees at their separate gyms is infrequent, limited to the occasional climbing competition, group training session, or annual holiday party. The gyms operate entirely on their own, save those that rely on the corporate office to dispatch non-unit routesetters and maintenance personnel. While some gyms share a trainer or two, that arrangement does not evince overall functional integration. In sum, the similarity of employee skills and working conditions and centralized personnel and labor relations policies is outweighed by significant local autonomy, lack of substantial contact, interchange or functional integration, and geographic separation. *Hilander Foods; New Britain Transportation; Red Lobster*, supra. Thus, the presumption that the four petitioned-for plantwide single-facility units are appropriate has not been rebutted.

Based upon the entire record in this matter and in accordance with the discussion above, 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.
2. The Employer is engaged in commerce within the meaning of the Act, and it will effectuate the purposes of the Act to assert jurisdiction herein.¹³
3. The Petitioner is a labor organization within the meaning of Section 2(5) of the Act and claims to represent certain employees of the Employer.
4. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.
5. The following employees of the Employer constitute units appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act:

history is considered as a factor where it is relevant to the specific facilities being considered. As none of the Southern California facilities are at issue in this matter, the bargaining history of the Southern California facilities is irrelevant.

¹³ Employer, in conducting its business operations, derived gross revenues in excess of \$500,000 and received at its California facilities, products and goods valued in excess of \$5,000 directly from points outside the State of California. See Er. Ex. 1, SOP.

20-RC-369707 – Dogpatch Boulders, San Francisco:

Included: All full-time and regular part-time front desk staff, front desk leads, belay staff, climbing club coaches, assistant team coaches, lead team coaches, safety staff, and instructors.

Excluded: Routesetters assigned to the Touchstone Office and all Maintenance Staff.

20-RC-370234 – Mission Cliffs, San Francisco:

Included: All full-time and regular part-time front desk staff, front desk leads, belay staff, climbing club coaches, assistant team coaches, lead team coaches, safety staff, and instructors.

Excluded: Routesetters assigned to the Touchstone Office and all Maintenance Staff.

32-RC-369681 – The Studio, San Jose:

Included: All full-time and regular part-time front desk staff, front desk leads, belay staff, routesetters assigned to The Studio, climbing club coaches, assistant team coaches, lead team coaches, safety staff, and instructors.

Excluded: Routesetters assigned to the Touchstone Office and all Maintenance Staff.

32-RC-370217 – Diablo Rock, Concord:

Included: All full-time and regular part-time front desk staff, front desk leads, belay staff, climbing club coaches, assistant team coaches, lead team coaches, safety staff, and instructors.

Excluded: Routesetters assigned to the Touchstone Office and all Maintenance Staff

DIRECTION OF ELECTIONS

The National Labor Relations Board will conduct separate secret-ballot elections among the employees in the units found appropriate above. Employees will vote whether they wish to be represented for purposes of collective bargaining by Western States Regional Joint Board, Workers United.

At the hearing, the Employer suggested polling hours at each of the four facilities from 11am-1pm and 4pm-6pm, while the Petitioner proposed polling from 11am -2pm and 5pm-9pm. Neither party provided any rationale for these polling hours nor submitted copies of employee schedules to justify them. Given the differences between the two proposals, the suggested polling times appear to be arbitrary and/or unnecessarily long, particularly when all of the subject employees work the day shift, according to the attachments to the Employer's Statements of Position.¹⁴ Therefore, I surmise that the following polling schedule at each of the four facilities strikes a reasonable balance between the parties' divergent proposals and provides ample opportunity for prospective voters in these relatively small units to cast ballots, should they so choose.

A. Election Details

The elections will be held at the following dates and times, in the following locations:

20-RC-369707- Dogpatch Boulders, San Francisco:

September 8, 2025, from 11:30AM to 1:30PM and 4:30PM to 7:00PM at the Dogpatch Boulders Facility in the Fitness Room, located at 2573 3rd Street, San Francisco, CA.

20-RC-370234 - Mission Cliffs, San Francisco:

September 8, 2025, from 11:30AM to 1:30PM and 4:30PM to 7:00PM at the Mission Cliffs Facility in the Yoga Room, located at 2295 Harrison Street, San Francisco, CA.

32-RC-369681 – The Studio, San Jose:

September 8, 2025, from 11:30AM to 1:30PM and 4:30PM to 7:00PM at The Studio Facility in the Yoga Room, located at 306 South 1st Street, San Jose, CA.

32-RC-370217 – Diablo Rock, Concord:

September 8, 2025, from 11:30AM to 1:30PM and 4:30PM to 7:00PM at The Studio Facility in the Yoga Room, located at 1220 Diamond Way #140, Concord.

B. Voting Eligibility

Eligible to vote are those in the unit who were employed during the payroll period ending **Sunday, August 17, 2025**, including employees who did not work during that period because they

¹⁴ The Employer's website shows that its gyms are generally open weekdays from 6am-10pm.

were ill, on vacation, or temporarily laid off. Also eligible to vote are all employees in the unit who have worked an average of four (4) hours or more per week during the 13 weeks immediately preceding the eligibility date for the election. In a mail ballot election, employees are eligible to vote if they are in the unit on both the payroll period ending date and on the date they mail in their ballots to the Board's designated office.

Employees engaged in an economic strike, who have retained their status as strikers and who have not been permanently replaced, are also eligible to vote. In addition, in an economic strike that commenced less than 12 months before the election date, employees engaged in such strike who have retained their status as strikers but who have been permanently replaced, as well as their replacements, are eligible to vote. Unit employees in the military services of the United States may vote if they appear in person at the polls.

Ineligible to vote are (1) employees who have quit or been discharged for cause since the designated payroll period, and, in a mail ballot election, before they mail in their ballots to the Board's designated office; (2) striking employees who have been discharged for cause since the strike began and who have not been rehired or reinstated before the election date; and (3) employees who are engaged in an economic strike that began more than 12 months before the election date and who have been permanently replaced.

C. Voter List

As required by Section 102.67(l) of the Board's Rules and Regulations, the Employer must provide the Regional Director and parties named in this decision a list of the full names (that employees use at work), work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available home and personal cell telephone numbers) of all eligible voters.

To be timely filed and served, the list must be *received* by the regional director and the parties by September 3, 2025.¹⁵ The list must be accompanied by a certificate of service showing service on all parties. **The Region will not serve the voter list.**

Unless the Employer certifies that it does not possess the capacity to produce the list in the required form, the list must be provided in a table in a Microsoft Word file (.doc or docx) or a file that is compatible with Microsoft Word (.doc or docx). The first column of the list must begin with each employee's last name and the list must be alphabetized (overall or by department) by last name. Because the list will be used during the election, the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at www.nlr.gov/what-we-do/conduct-elections/representation-case-rules-effective-april-14-2015.

¹⁵ Petitioner waived all ten of the days to which it is entitled to possess the voter list in advance of the election.

When feasible, the list shall be filed electronically with the Region and served electronically on the other parties named in this decision. The list may be electronically filed with the Region by using the E-filing system on the Agency's website at www.nlr.gov. Once the website is accessed, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions.

Failure to comply with the above requirements will be grounds for setting aside the election whenever proper and timely objections are filed. However, the Employer may not object to the failure to file or serve the list within the specified time or in the proper format if it is responsible for the failure.

No party shall use the voter list for purposes other than the representation proceeding, Board proceedings arising from it, and related matters.

D. Posting of Notices of Election

Pursuant to Section 102.67(k) of the Board's Rules, the Employer must post copies of the forthcoming Notices of Election in conspicuous places, including all places where notices to employees in the unit found appropriate are customarily posted. The Notices must be posted so all pages of the Notices are simultaneously visible. In addition, if the Employer customarily communicates electronically with some or all of the employees in the unit found appropriate, the Employer must also distribute the Notices of Election electronically to those employees. The Employer must post copies of the Notices at least 3 full working days prior to 12:01 a.m. of the day of the election and copies must remain posted until the end of the election. For purposes of posting, working day means an entire 24-hour period excluding Saturdays, Sundays, and holidays. However, a party shall be estopped from objecting to the nonposting of notices if it is responsible for the nonposting, and likewise shall be estopped from objecting to the nondistribution of notices if it is responsible for the nondistribution. Failure to follow the posting requirements set forth above will be grounds for setting aside the election if proper and timely objections are filed.

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 10 business 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.

A request for review must be E-Filed through the Agency's website and may not be filed by facsimile. To E-File the request for review, go to www.nlr.gov, select E-File Documents, enter the NLRB Case Number, and follow the detailed instructions. If not E-Filed, the request for review should be addressed to the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570-0001, and must be accompanied by a statement explaining the circumstances concerning not having access to the Agency's E-Filing system or why filing

electronically would impose an undue burden. A party filing a request for review must serve a copy of the request on the other parties and file a copy with the Regional Director. A certificate of service must be filed with the Board together with the request for review. Neither the filing of a request for review nor the Board's granting a request for review will stay the election in this matter unless specifically ordered by the Board.

Dated: August 29, 2025

/s/ Daniel J. Owens

DANIEL J. OWENS
ACTING REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 20
450 Golden Gate Ave.
3rd Floor, Suite 3112
San Francisco, CA 94102