

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 22

EXXONMOBIL RESEARCH & ENGINEERING
COMPANY, INC.

AND

Case Nos. 22-CA-218903
22-CA-223073
22-CA-232016

INDEPENDENT LABORATORY EMPLOYEES
UNION, INC.

**ORDER CONSOLIDATING CASES, FIRST CONSOLIDATED AMENDED
COMPLAINT AND NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, IT IS ORDERED THAT Case 22-CA-218903 and Case 22-CA-223073, filed by Independent Laboratory Employees Union, Inc. (Union) against ExxonMobil Research & Engineering Company, Inc. (Respondent) in which an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing issued on January 29, 2019, is amended and consolidated with Case 22-CA-232016 filed by the Union against Respondent.

This Order Consolidating Cases, Amended Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq. and Section 102.15 of the Board's Rules and Regulations, and alleges Respondent has violated the Act as described below.

1. (a) The charge in Case 22-CA-218903 was filed by the Charging Party on April 23, 2018, and a copy was served on Respondent by U.S. mail on April 24, 2018.

(b) The charge in Case 22-CA-223073 was filed by the Charging Party on June 29, 2018, and a copy was served on Respondent by U.S. mail on July 3, 2018.

(c) The first amended charge in Case 22-CA-223073 was filed by the Charging Party on July 23, 2018, and a copy was served on Respondent by U.S. mail on July 25, 2018.

(d) The charge in Case 22-CA-232016 was filed by the Charging Party on November 30, 2018, and a copy was served on Respondent by U.S. mail on the same day.

2. (a) At all material times, Respondent, a Delaware corporation, has been engaged in the operation of a research and development facility located in Annandale, New Jersey (Respondent's facility).

(b) During the preceding twelve months, Respondent, in conducting its business operations described above in paragraph 2(a), provided services valued in excess of \$50,000 directly to customers located outside the State of New Jersey and purchased and received materials valued in excess of \$50,000 directly from points outside the State of New Jersey.

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

3. At all material times, Respondent has been an employer within the meaning of Sections 2(2), (6) and (7) of the Act.

4. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

5. At all material times, the following individuals held the positions with Respondent set forth opposite their respective names and have been supervisors of Respondent

within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Russell Giglio	--	Research and Development Business Advisor & Chief Contract Negotiator
Lyndsey Naquin	--	Human Resources and Labor Advisor

6. (a) The following employees of Respondent at the Respondent's Facility, herein called the Unit, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

Accountant, Accountant Senior, Accounting Assistant, Audio-Visual Assistant, Audio-Visual Technician, Audio-Visual Technician Senior, Electronics Technician Assistant, Electronics Technician, Electronics Technician Senior, Graphics Design Assistant, Graphic Design Technician, Graphics Design Technician Senior, Administrative Assistant, Administrative Technician, Senior Administrative Technician, Information Assistant, Information Technician, Information Technician Senior, Maintenance and Operations Assistant, Maintenance and Operations Technical Assistant, Materials and Services Coordinator, Mechanic, Mechanic Senior, Medical Laboratory Technician, Medical Laboratory Technician Senior, LPS Coordinator, Senior LPS Coordinator, Reproduction Services Assistant, Reproduction Services Technician, Senior Reproduction Services Technician, Technician, Research Technician, Research Technician Senior, Services Trainee, Systems Assistant, Systems Technician, Systems Technician Senior, Utilities Operator, Utilities Operator Senior, Utilities Operator (Other Plant) Senior, Wastewater Treatment Operator, Wastewater Treatment Operator Senior, X-Ray Technician, excluding all other employees, office clerical employees, audit inspectors, guards, and supervisors as defined in the Act.

(b) On or about August 31, 1944, the Union was certified as the exclusive collective-bargaining representative of the Unit.

(c) The parties have negotiated successive collective-bargaining agreements, the most recent of which was effective from June 1, 2013 through May 31, 2018.

(d) At all relevant times, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

7. On or about September 28, 2018, Respondent, acting through Lyndsey Naquin, by e-mail to employees entitled "Employee Information Bulletin 2018-11" disparaged and denigrated the Union.

8. About October 2018, Respondent, acting through Lyndsey Naquin, circulated a memorandum to employees which implicitly promised its employees higher wages and eight weeks parental time off if employees withdrew from Union representation.

9. On or about July 8, 2019, Respondent, acting through Russell Giglio, during a collective-bargaining session in the presence of employees promised its employees eight weeks parental paid time off if employees withdrew from Union representation.

10. On or about July 8, 2018; September 4, 2018; and November 29, 2018, Respondent, acting through Russell Giglio, during collective-bargaining sessions in the presence of employees refused to bargain over personal time because of a previously filed unfair labor practice charge filed by the Union.

11. (a) About March 2018, Respondent implemented material, substantial, and significant changes to its employee performance review system.

(b) The subjects set forth in paragraph 11(a) related to wages, hours and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(c) Respondent engaged in the conduct described above in paragraphs 11(a) without prior notice to the Union and without affording the Union an opportunity to bargain with Respondent with respect to this conduct and the effects of this conduct.

12. On or about July 3, 2018, Respondent, acting through Lyndsey Naquin, by e-mail to employees entitled "Employee Information Bulletin 2018-06", bypassed the Union and dealt directly with its employees in the Unit.

13. (a) At various times from about May 2, 2018 through January 16, 2019, Respondent met with the Union for the purposes of negotiating a successor collective-bargaining agreement to the agreement described above in paragraph 6(c).

(b) During the period described above in paragraph 13(a), Respondent threatened to declare impasse over permissive subjects of bargaining, intruded on the Union's internal process of ratification, refused to bargain over economic matters until non-economic matters were resolved, insisted upon side agreements to the collective-bargaining agreement that are repugnant to the Act, implicitly promised employees parental paid time off if employees withdrew from the Union, refused to bargain over personal time because of a previously filed unfair labor practice charge, and disparaged the Union in its e-mail communications with unit employees.

(c) By its overall conduct, including the conduct described above in paragraphs 10, 11, 12, and 13(b), Respondent has failed and refused to bargain in good faith with the Union as the exclusive collective-bargaining representative of the Unit.

14. By the conduct described above in paragraphs 7, 8, 9, and 10, Respondent 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.

15. By the conduct described in paragraphs 10, 11, 12, and 13(b), Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-

bargaining representative of its employees within the meaning of Section 8(d) of the Act in violation of Section 8(a)(1) and (5) of the Act.

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

REMEDY

As part of the remedy for unfair labor practices alleged above in paragraph 11(a), the General Counsel seeks an order requiring Respondent to: (a) upon request of the Union, rescind the unilateral change alleged herein, (b) make whole the employees for any loss of pay or benefit they may have suffered as a result of said unilateral change alleged, and (c) bargain with the Union in good faith to an agreement or impasse concerning any proposed changes in terms of employment.

The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before March 7, 2019, or postmarked on or before March 6, 2019**. Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties. An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on E-File Documents, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt

and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer 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. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on the **19th day of March 2019, at 9:30 a.m.**, at Veteran's Administration Building, 20 Washington Place, 5th Floor, Newark, New Jersey 07102 and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other

party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: February 21, 2019



DAVID E. LEACH III, REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
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NEWARK, NJ 07102-3127

Attachments