

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 13**

**OXFORD ELECTRONICS, INC. D/B/A OXFORD  
AIRPORT TECHNICAL SERVICES AND  
WORLDWIDE FLIGHT SERVICES, INC., JOINT  
EMPLOYERS;**

**OXFORD ELECTRONICS, INC. D/B/A OXFORD  
AIRPORT TECHNICAL SERVICES AND TOTAL  
FACILITY MAINTENANCE, INC., JOINT  
EMPLOYERS; AND**

**OXFORD ELECTRONICS, INC. D/B/A OXFORD  
AIRPORT TECHNICAL SERVICES AND TWIN  
STAFFING, INC., JOINT EMPLOYERS**

**and**

**Case 13-CA-115933**

**INTERNATIONAL UNION OF OPERATING  
ENGINEERS LOCAL 399, AFL-CIO**

**TRANSPORTATION WORKERS UNION OF  
AMERICA - LOCAL 504, AFL-CIO (OXFORD  
ELECTRONICS, INC. D/B/A OXFORD AIRPORT  
TECHNICAL SERVICES, WORLDWIDE FLIGHT  
SERVICES, INC., TOTAL FACILITY  
MAINTENANCE, INC., AND TWIN STAFFING, INC.)**

**and**

**Case 13-CB-115935**

**INTERNATIONAL UNION OF OPERATING  
ENGINEERS LOCAL 399, AFL-CIO**

**COUNSEL FOR THE GENERAL COUNSEL'S CROSS-EXCEPTIONS  
TO THE DECISION OF THE ADMINISTRATIVE LAW JUDGE**

Counsel for the General Counsel, pursuant to Section 102.46 of the National Labor Relations Board's Rules and Regulations, excepts to certain portions of the Decision of Administrative Law Judge Kimberly Sorg-Graves,<sup>1</sup> dated May 31, 2017, in the above-captioned case and in so doing joins in Charging Party's Exception #6 due to the ALJ's failure to specifically include, in her Recommended Order and Notices to Employees, a full remedy for all the unilateral changes that Respondent-Employers made to unit employees' terms and conditions of employment. ALJD p. 33, lines 40-44, p. 36, lines 3-8, and p. 38, lines 17-22.

In her decision, the ALJ properly concluded that, on July 1, 2013, Respondent-Employers made numerous unilateral changes, including the following:

- Eliminating traditional pension benefits;
- Changing health insurance benefits and premiums; and
- Eliminating contributions to Local 399's Educational Training fund.

ALJD p. 11, lines 20-25, p. 28, lines 24-35, and p. 30, lines 25-31. She also recognized that an appropriate remedy for these unilateral changes required the Respondent-Employers to:

rescind any departure from terms and conditions of employment that existed before Respondent Employers' takeover of performance of the Maintenance Agreement with CICA TEC at Terminal 5 of the O'Hare International Airport in Illinois and retroactively, jointly and severally, for their respective employees, restore preexisting terms and conditions of employment including . . . health insurance benefits, employee pension benefits, . . . payments to IUOE Local 399 employee training fund . . . that the unit employees enjoyed absent Respondent Employers' unlawful conduct, until Respondent Employers' negotiate in good faith with IUOE Local 399 to agreement or to impasse.

ALJD p. 31, lines 32-44. However, in her Recommend Order and Notices to Employees, the ALJ simply ordered Respondent-Employers to make unit employees "whole for any losses sustained due to the unlawfully imposed changes in wages, hours, benefits, and other terms and conditions of employment." By doing so, she appears to have inadvertently neglected to make

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<sup>1</sup> Hereinafter the National Labor Relations Act will be referred to as the "Act"; the National Labor Relations Board will be referred to as the "Board"; the Administrative Law Judge will be referred to as the "ALJ"; and citations to the ALJ's decision will be referred to as "ALJD\_\_".

Local 399's benefit funds whole since the above unilateral changes have resulted in the benefit funds not receiving contributions from July 1, 2013 to the present. Accordingly, the Board should modify the ALJ's Recommend Order and Notices to Employees to explicitly require Respondent-Employers to make the IUOE Central Pension Fund, the IUOE Local 399 Health & Welfare Fund, and the IUOE Local 399 Education Training Fund whole by paying to them the contributions that were not made as a result of the above unilateral changes. See *Kraft Plumbing and Heating, Inc.*, 252 NLRB 891 (1980), *enfd.* 661 F.2d 940 (9th Cir. 1981).

Dated at Chicago, Illinois, this 26th day of July 2017.

Respectfully submitted,

/s/ J. Edward Castillo

J. Edward Castillo

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Region 13

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## CERTIFICATE OF SERVICE

The undersigned hereby certifies that the Counsel for the General Counsel's Cross-Exceptions to the Decision of the Administrative Law Judge were electronically filed with the National Labor Relations Board on this 26<sup>th</sup> day of July 2017, and true and correct copies of the document have been served on the parties in the manner indicated below on the same date.

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