

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 6**

HCL AMERICA, INC.

and

**UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION,
AFL-CIO, CLC**

**Cases 06-CA-253926
06-CA-254481
06-CA-254997
06-CA-255618
06-CA-258113
06-CA-259282
06-CA-261168
06-CA-261244**

**ORDER CONSOLIDATING CASES, CONSOLIDATED
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 Cases 06-CA-253926, 06-CA-254481, 06-CA-254997, 06-CA-255618, 06-CA-258113, 06-CA-259282, 06-CA-261168, and 06-CA-261244 filed by United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC (the Union), against HCL America, Inc. (“Respondent”) be consolidated.

This Order Consolidating Cases, 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 that Respondent has violated the Act as described below.

1. The Charges in the above cases were filed by the Union, and copies were served on Respondent by U.S. Mail on the dates indicated as set forth in the following table:

<i>Case No.</i>	<i>Amendment</i>	<i>Date Filed</i>	<i>Date Served</i>
06-CA-253926		12/30/2019	12/31/2019
06-CA-253926	First Amended	04/07/2020	04/09/2020
06-CA-254481		01/10/2020	01/13/2020
06-CA-254481	First Amended	04/07/2020	04/09/2020
06-CA-254481	Second Amended	09/14/2020	09/15/2020
06-CA-254997		01/22/2020	01/23/2020
06-CA-254997	First Amended	08/19/2020	08/19/2020
06-CA-255618		01/31/2020	02/04/2020
06-CA-255618	First Amended	04/07/2020	04/09/2020
06-CA-255618	Second Amended	09/14/2020	09/14/2020
06-CA-255618	Third Amended	10/02/2020	10/02/2020
06-CA-258113		03/17/2020	03/17/2020
06-CA-259282		04/20/2020	04/20/2020
06-CA-261168		06/02/2020	06/03/2020
06-CA-261244		06/04/2020	06/04/2020
06-CA-261244	First Amended	09/14/2020	09/15/2020

2. At all material times, Respondent has been a corporation with an office and place of business in Pittsburgh, Pennsylvania (“Respondent’s facility”), and has been engaged in providing business and information technology services.

3. Annually, Respondent, in conducting its operations described above in paragraph 2, purchased and received at its facility goods valued in excess of \$50,000 directly from points outside the Commonwealth of Pennsylvania.

4. 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.

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

6. At all material times, the following individuals held the positions 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:

Jeremy Carlson - Project Manager
Jerry Cartwright - Operations Manager
Hans Groenvynck - Supervisor
Daniel Barbero - Manager
Dean Brandt - Manager
Julie Power - Supervisor
Masashi Iida - Supervisor

7. About July 29, 2019, Respondent, by Hans Groenvynck, at Respondent's "Pirate" meeting room, interrogated employees about the union activities of other employees.

8. About September 5, 2019, Respondent, by Julie Power, at Respondent's conference room, told employees that the granting of a promotion and wage increase was being delayed due to the Union.

9. About March 6, 2020, Respondent, by Jerry Cartwright, at the Mattress Factory Museum in Pittsburgh, promulgated an overly broad rule restricting distribution of Union insignia during non-working time and in non-work areas.

10. About September 23, 2019, Respondent, by Jeremy Carlson, threatened employees with stricter enforcement of rules and policies if they voted in favor of the Union.

11. The following employees of Respondent (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time analysts and trainers employed by the employer at 6425 Penn Avenue, Pittsburgh, PA 15206; excluding all other employees including project managers, operations managers, mystere trust project managers, team leads, supervisory lead analysts (with direct reports), data managers, supervisory trainers, non-professional employees, confidential employees, guards and supervisors as defined by the Act.

12. On October 2, 2019, the Board certified the Union as the exclusive collective-bargaining representative of the Unit.

13. At all times since October 2, 2019, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

14. Since about October 2, 2019, Respondent transferred bargaining unit work to non-Unit employees working in the Respondent's facility located in Krakow, Poland.

15. About October 3, 2019, Respondent restricted employees' ability to participate in training during work time.

16. Since about January 1, 2020, Respondent implemented changes to its Appearance policy with respect to the prohibition on wearing beads, hats, and other hair accessories.

17. Since about January 1, 2020, Respondent implemented changes to its Break policy with respect to the time and duration of breaks.

18. Since about January 1, 2020, Respondent implemented changes to its policies regarding vacations including requiring two-weeks advance notice for requested vacation leave; requiring employees to use accrued vacation time during periods of shut down; and eliminating the policy of allowing employees who are on vacation to accrue hours needed to qualify for overtime pay.

19. Since about January 1, 2020, Respondent implemented changes to its Bereavement policy by extending coverage to certain family members of domestic partners and eliminating coverage of nieces and nephews.

20. Since about January 1, 2020, Respondent implemented changes to its Holiday policy requiring employees to work the day before and after the holiday in order to receive holiday bonus pay.

21. Since about January 1, 2020, Respondent implemented changes to its Family and Medical Leave Act (FMLA) policies including, eliminating the right to use intermittent FMLA for the birth or adoption of a child; adding the right for the Respondent to request medical recertification in connection with a FMLA absence after six months have passed since the original certification, and eliminating the option for employees to take up to eighteen months of additional unpaid leave beyond FMLA leave.

22. Since about January 1, 2020, Respondent implemented changes to its Leave Without Pay Policy by eliminating the guarantee of reinstatement at the end of the leave period.

23. About January 21, 2020 and May 27, 2020, Respondent implemented changes to employee job performance metrics.

24. About March 17, 2020, Respondent implemented changes to the employee 401(k) policy regarding “True-up” contributions.

25. About May 11, 2020, Respondent implemented changes to require employees to complete “quick check” quizzes.

26. (a) The subjects set forth above in paragraphs 14 through 25 relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(b) Respondent engaged in the conduct described above in paragraphs 14 through 25 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

27. Respondent engaged in the conduct described above in paragraphs 14 through 25 because the Unit employees formed, joined and assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

28. Since about October 4, 2019, the Union, by letter, requested that Respondent furnish the Union with all job titles and departments.

29. Since about October 4, 2019, the Union, by letter, requested that Respondent furnish the Union with employee status information (active, leave, etc.).

30. Since about October 4, 2019, the Union, by letter, requested that Respondent furnish the Union with all personnel policies.

31. Since about October 4, 2019, the Union, by letter, requested that Respondent furnish the Union with a complete description of benefits and cost of medical, prescription, and dental insurance/coverage.

32. Since about October 29, 2019, the Union, by letter, requested that Respondent furnish the Union with a current list of all teams and employees and supervisors assigned to the team as well as a list of all teams and employees and supervisors assigned to the team as of October 2, 2019.

33. Since about October 29, 2019, the Union, by letter, requested that Respondent furnish the Union with a complete description of the Respondent's practices with respect to wage increases, including all factors considered and all historic wage increases from January 1, 2016.

34. Since about November 11, 2019, the Union, by letter, requested clarification of various acronyms used in Respondent's initial response to the Union's request for salary rates, including bonuses or other premium pay, and for an explanation of Respondent's calculation of annual cost to company (CTC), which was provided in response to the Union's request for salary rates.

35. Since about December 6, 2019, the Union, by letter, requested that Respondent furnish the Union with a project diagram showing projects unit employees are assigned to, including names, titles, and supervisory structure.

36. Since about January 7, 2020, the Union, verbally and by letter, requested that Respondent furnish the Union with timekeeper records showing lead analysts performing bargaining unit work, on a daily, weekly and monthly basis.

37. The information requested by the Union, as described above in paragraphs 28 through 36, is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

38. From about October 4, 2019 to about February 5, 2020, Respondent unreasonably delayed in furnishing the Union with the information requested by it as described above in paragraph 28.

39. From about October 4, 2019 to about December 10, 2019, Respondent unreasonably delayed in furnishing the Union with the information requested by it as described above in paragraph 29.

40. From about October 4, 2019 to about January 31, 2020, Respondent unreasonably delayed in furnishing the Union with the information requested by it as described above in paragraph 30.

41. From about October 4, 2019 to about March 2, 2020, Respondent unreasonably delayed in furnishing the Union with the information requested by it as described above in paragraph 31.

42. From about October 29, 2019 to about February 5, 2020, Respondent unreasonably delayed in furnishing the Union with the information requested by it as described above in paragraph 32.

43. From about October 29, 2019 to about February 5, 2020, Respondent unreasonably delayed in furnishing the Union with the information requested by it as described above in paragraph 33.

44. From about November 11, 2019 to about February 5, 2020, Respondent unreasonably delayed in furnishing the Union with the information requested by it as described above in paragraph 34.

45. From about December 6, 2019 to about February 5, 2020, Respondent unreasonably delayed in furnishing the Union with the information requested by it as described above in paragraph 35.

46. From about January 7, 2020 to about April 24, 2020, Respondent unreasonably delayed in furnishing the Union with the information requested by it as described above in paragraph 36.

47. By the conduct described above in paragraphs 7 through 10, Respondent has been interfering with, restraining and coercing employees in the exercising of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

48. By the conduct described above in paragraphs 14 through 25 and 27, Respondent has been discriminating in regarding to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

49. By the conduct described above in paragraphs 14 through 26 and 38 through 46, Respondent 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)(1) and (5) of the Act.

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

WHEREFORE, as part of the remedy for the unfair labor practices alleged above in paragraphs 7 through 10, 14 through 26, 27, and 38 through 46 the General Counsel seeks an Order requiring that at a meeting or meetings scheduled to ensure the widest possible attendance, Respondent's representative, Jeremy Carlson, to read the notice to the employees in English on worktime in the presence of a Board agent. Alternatively, the General Counsel seeks an order requiring that Respondent promptly have a Board agent read the notice to employees during worktime in the presence of Respondent's supervisors and agents identified above in paragraph 6.

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 consolidated complaint. The answer must be **received by this office on or before October 19, 2020 or postmarked on or before October 18, 2020.** 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 second amended consolidated complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **February 9, 2021 at 10:00 A.M. (EST)** and on consecutive days until concluded, a hearing will be conducted by **Zoom video hearing** 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 consolidated 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: October 5, 2020

/s/ Nancy Wilson

Nancy Wilson, Regional Director
National Labor Relations Board
Region 06
1000 Liberty Ave Rm 904
Pittsburgh, PA 15222-4111

Attachments