UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 16

Pasadena, Texas

ETHYL CORPORATION

Employer

and **Case 16-RD-374495**

GLENN H.L. DUDLEY II, AN INDIVIDUAL

Petitioner

and

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, AFL- CIO, LOCAL 227

Union

DECISION AND ORDER DISMISSING PETITION

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act (Act), a hearing was held before a hearing officer of the National Labor Relations Board (Board). The Petitioner, Glenn H.L. Dudley II, an Individual, filed the instant Petition seeking to decertify the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, Local 227 (Union) as representative of certain employees of Ethyl Corporation (Ethyl or Employer) in the following bargaining unit:

> **Included**: Ethyl Terminal Operations production operators.
>
> **Excluded**: All employees in the Welders unit as set forth in NLRB Case No. 39-RC-483; all employees in the Pipefitters unit as set forth in NLRB Case No. 39-RC-485; and all office clerical, administrative, professional, and plant protection employees; all fire marshals; and all supervisory personnel having the authority to hire, discharge, or discipline employees or effectively recommend such action. It is expressly understood and agreed that Analytical & Maintenance Coordinators are not to be considered as supervisors.

Thereafter, the Union disputed whether the bargaining unit described above is appropriate. On November 20, 2025, I issued an Order to Show Cause and Rescheduling Representation Hearing. In that Order, I sought the parties' position and evidence regarding the makeup of the unit, the applicable collective bargaining history, and the relationships between the Union, the Employer, Afton Chemical Corporation (Afton), and NewMarket Services Corporation (NewMarket). All parties timely filed responsive position statements and supporting evidence, where applicable.

On November 26, 2025, I ordered a hearing to begin on December 4, 2025. The issues litigated at the hearing were: 1) Whether the bargaining unit at issue is a multi-employer or single-employer unit and (2) whether Ethyl Corporation's June 23, 2025, withdrawal from the purported multi-employer bargaining unit was valid. The hearing closed on December 5, 2025, and all parties were afforded the opportunity to file post-hearing briefs.

Pursuant to Section 3(b) of the Act, the Board has delegated its authority in this proceeding to me, Regional Director, Region 16.

Having duly considered the parties' briefs[1] and evidence,[2] and for the reasons set forth below, I am dismissing the Petition.

FACTS AND PARTIES' POSITIONS

Ethyl and Afton Operations and Corporate Structure

Ethyl is referred to as a "transload facility" where the basic job function of unit employees is to unload and load products from rail cars to tanks and/or tanks to trucks. The facility at issue occupies a large plot of land and was once owned entirely by the Employer. Portions of the plant were sold over the years to other companies. At present, the plant is arranged as one continuous facility with Ethyl operating at the north end, Afton at the south end, and a company named Ketjen in between.[3] A rail line leads into the Ketjen portion of the facility. Ketjen is responsible for moving rail cars within the facility. A company named Enterprise occupies a portion of the facility east of Ketjen.[4]

Ethyl's operators report directly to the Senior Operations Supervisor who, in turn, reports to Ethyl's President. Ethyl's President reports directly to a NewMarket EVP, who reports to NewMarket's president and chief executive officer. Afton unit employees report to a Plant Manager. The Plant Manager reports to Afton's vice president of manufacturing, who reports to Afton's president. Afton's president reports directly to NewMarket's chief executive officer.

New Ethyl employees train with an experienced operator, going through the task list together. As each task is completed, the operator signs off on the task. Because Ethyl employees

[1] I permitted the Parties to file briefs not to exceed three pages in length. 29 CFR §102.66(h) ("Post-hearing briefs shall be filed only upon special permission of the Regional Director and within the time and addressing the subjects permitted by the Regional Director."). All parties filed briefs. Despite the Employer's failure to comply with the page length limitation I ordered, I have fully considered its brief. The Petitioner's and Union's timely-filed briefs were also fully considered.

[2] On August 7, 2025, the Petitioner filed a similar decertification petition – Case 16-RD-370881- seeking to decertify the Union as the exclusive collective-bargaining representative of the unit of employees employed by Afton Chemical Corporation/Ethyl Corporation at its Houston plant. On August 18, 2025, I approved the Petitioner's request to withdraw that petition. I take administrative notice of the contents of the case file in Case 16-RD-370881. See, e.g., *Lord Jim's*, 264 NLRB 1098, 1098 fn. 1 (1982) (The Board may take judicial notice of its own files); *J. S. Abercrombie Co.*, 83 NLRB 524, 524-525, (1949) (Board takes judicial notice of representation proceeding, noting it "is the practice of the Board to take judicial notice of its own records and proceedings.").

[3] The distance between the Ethyl and Afton ends of the facility is slightly less than one mile.

[4] Ketjen and Enterprise are not owned by NewMarket; Ethyl and Afton are.

are required to use large tractors (referred to as a "yard mule") to move containers, they are required to undergo training on the operation of this machine. Once an employee has successfully utilized the yard mule twelve times, they are considered "qualified." Ethyl employees also undergo some form of written training and testing. Ethyl and Afton share at least one training course related to "Hot Work permits" that is led by an Afton employee. Afton employees are first trained on "NewMarket policies" such as anti-harassment and safety. These policies are common to the whole corporation, including [Afton]. Then, like Ethyl employees, Afton employees are sent into the field to receive section-specific, hands-on training.

NewMarket provides, among other things, shared human resources services for Ethyl and Afton. This includes administering the parties' collective bargaining agreement, including employees' wages and finance and accounting services. NewMarket also organizes holiday and employee appreciation lunches that include both Ethyl and Afton employees, but not Ketjen employees. Each month, NewMarket accounting settles payments owed by and to each of Ethyl, Afton, and NewMarket: Ethyl pays Afton for Maintenance and Lab services; Afton pays Ethyl for a lease of the land where its office is located; and both pay NewMarket for the shared services it provides.

Ethyl handles two chemical products: GPA and TEL. Whereas TEL comes from a foreign supplier, GPA is an Afton product. Afton employees load a railcar with GPA at their end of the facility and Ketjen employees drive the locomotive with the GPA load to the Ethyl end of the facility. There, Ethyl employees unload the GPA and either store it or load it to another vehicle to be sent out. As part of Ethyl's GPA work, Ethyl employees take samples of the product and deliver them to the Afton end of the facility. After Afton analyzes the sample, the analysis is printed directly to an Ethyl control room printer. No other companies (i.e., Ketjen or Enterprise) can print to Ethyl's printer directly.[5] While Afton typically does not have any involvement in TEL, it does sometimes test Ethyl's groundwater supply for TEL contamination.

Ethyl, Ketjen, and Enterprise employees utilize the same parking lot. Afton employees use a separate parking area on the south end of the facility. To enter the facility, Ethyl employees use Ketjen's entrance. Once inside, Ethyl employees walk approximately 300-400 yards to arrive at the Ethyl control room. Ethyl employees then scan into their control room. Because the plant operates in many ways like a shared facility, there is one evacuation plan that all employees use. Ketjen also operates an Emergency Responses Team (ERT) for the facility. The ERT includes employees of Ethyl, Afton, Ketjen, and Enterprise. Afton employees can access the same general area as the Ethyl control room – indeed Afton maintenance employees sometimes must access that area to perform their work – from their entrance but cannot independently scan into the Ethyl control room. Similarly, Ethyl employees travel to Afton portions of the facility, like the warehouse, lab, or maintenance facilities as part of their normal work. Once inside the facility, employees can walk from one end to the other without leaving the facility.

The collective bargaining agreement's wage scale reflects one category for operators, that includes both Ethyl and Afton employees. Similarly, operators at Ethyl and Afton work the same

[5] Ethyl and Afton share other computer-related infrastructure. For example, when Afton employees log into their computers, they are first greeted with an Ethyl-branded screen. Similarly, Afton and Ethyl share a phone system wherein an employee need only dial the last four digits of a phone number to reach another unit within the facility.

schedule. The collective bargaining agreement also provides for two types of seniority: plant seniority and section or departmental seniority. Plant seniority covers all employees at the facility, Ethyl and Afton. Plant seniority is used for, among other things, bidding for job openings. Sections within the plant maintain more granular seniority lists (referred to as section or departmental seniority) which can be used for items like choosing to work overtime hours and vacation scheduling. Ethyl and Afton employees also participate in the same industrial relations plans including retirement, life insurance, etc. The amount or extent of an employee's participation in these plans is governed by the length of service, which the collective bargaining agreement defines to include the period of employment by the company, with no apparent distinction between Ethyl and Afton.

Although Afton employees do not substitute for Ethyl employees,[6] they are eligible to transfer and bid on Ethyl jobs. This type of transfer has happened as recently as approximately two and a half years ago. At the time this transfer occurred, Ethyl was not "allowed" to hire from the outside and was required to put the job up for a bid - open only to "Ethyl-Afton" - which ultimately went to an Afton employee. That employee kept his plant seniority when transferring from Afton to Ethyl. Similarly, when the Employer engaged in downsizing, an employee transferred to Afton pursuant to the procedure outlined in the collective bargaining agreement.

The Parties' Bargaining History

The Union has a long history of representing the unit at issue in this case, dating as far back as 1953. The recognition clause in the collective bargaining agreement has remained largely unchanged up to and including the parties' most recent 2022 collective bargaining agreement.[7] In 2004, the Employer changed its corporate structure to reflect a new entity, NewMarket, as the parent company of Ethyl. Unit employees continued to be employed by the Employer, as reflected in the 2014 collective bargaining agreement between the Union and Employer. In 2015, all unit employees became employed by Afton, with the exception of terminal employees, who remained employed by the Employer. The Union and Afton entered into a Memorandum of Understanding to acknowledge that Afton and Ethyl would continue to abide by the applicable collective bargaining agreement's terms. Neither Ethyl nor Afton employees' jobs changed.

The parties' next collective bargaining agreement, in 2018, reflects this change and shows that it was implemented by and between "Afton Chemical Corporation/Ethyl Corporation" and the Union. Notably, the two nominally different employers continued to be referred to collectively as "the Company" in the collective bargaining agreement. The description of the recognized unit did not change between the 2014 and 2018 collective bargaining agreements.

On June 23, 2025, the Employer sent a letter to Afton and the Union indicating its withdrawal from a purported multi-employer bargaining unit made up of the Employer and Afton. On August 14, 2025, the Employer sent a letter to the Union titled "Ethyl Corporation's Notice of Intent to Bargain" in which it notified the Union of its intent to modify or terminate the collective

[6] Each section (lab, maintenance, blending, etc.) uses its own employees to fill in, when necessary, within that unit. Even within Afton exclusively, employees do not substitute for other employees outside of their section (i.e., lab employees do not fill in for maintenance employees and vice versa).

[7] The only change was to remove the exclusion of two separate, previously certified units because their work was, at some point, contracted out. Their removal does not affect my decision in this case.

bargaining agreement, “including but not limited to changing those terms that [would] no longer apply given Ethyl’s withdrawal from the multi-employer bargaining unit.” Despite the withdrawal, the Employer reiterated its availability to meet with the Union’s representative on October 21-23, 2025. The same day, Afton also sent a letter to the Union regarding its intent to bargain. Afton indicated its desire to make certain changes to the collective bargaining agreement, using precisely the same language Ethyl used in its August 14, 2025, letter (“including but not limited to changing those terms that [would] no longer apply given Ethyl’s withdrawal from the multi-employer bargaining unit.”). Afton also reiterated its availability to bargain with the Union’s representative on the same dates noted by the Employer.

The parties reached several tentative agreements during the October 21-23, 2025, bargaining sessions. Most notably, a non-economic proposal was presented to the Union on October 21, 2025, titled “Afton Chemical Corporation/Ethyl Corporation 2025 Non-Economic Proposal to USW Local 227.” The first paragraph in the proposal concerns revisions to the “Agreement” section of the collective bargaining agreement. The proposal continued to reflect that the agreement would be by and between “Afton Chemical Corporation/Ethyl Corporation” (referred to collectively as the Company) and the Union. The proposal was signed as a “TA” on October 22, 2025, by a human resources representative on behalf of “Afton Chemical Corporation/Ethyl Corporation” and the Union’s representative. This same employee was present for collective bargaining agreement negotiations in 2022. In both negotiations, only a NewMarket representative bargained on behalf of Ethyl/Afton.

The Parties’ Positions

The Petitioner and Employer (as well as Afton, who I requested participate in the pre-election hearing as an interested party) maintain essentially the same position. They argue that despite the parties’ longstanding bargaining history, circumstances changed when, in 2015, Afton became a separate corporate entity and the unit was split in two. At that point, the nature of the relationship changed to a multi-employer relationship. Because multi-employer bargaining relationships are consensual, they argue that Ethyl’s withdrawal was appropriate and, as a result, a decertification election is proper. In a somewhat related argument, these parties point to a variety of factors that can be generally categorized as typical unit determination and community of interest factors to suggest that an Ethyl-only unit is an appropriate unit for the purposes of the Petition. Additionally, they argue that under the *Mallinckrodt* doctrine, Ethyl employees constitute a discrete craft that can be severed from the existing unit. *Mallinckrodt Chemical Works*, 162 NLRB 387 (1966).

The Union, for its part, argues that the parties have a long history of single employer bargaining and that there is no multi-employer unit in this case. The Union contends that under the Board’s traditional single-employer test, Ethyl and Afton constitute a single integrated enterprise. Furthermore, the Union states that the Petition must be dismissed because the Petition is not coextensive with the existing unit as required by longstanding Board law.

ANALYSIS

It is well established that, in decertification elections, the proposed bargaining unit must be coextensive with the currently certified or recognized unit. *Campbell Soup Co.*, 111 NLRB 234

(1955). Said differently, with limited exception, a petitioner may not seek to decertify only a part of an existing bargaining unit. *Id*. at 235. Relevant to this case, "an exception is made for an employer who has timely withdrawn from [a] multiemployer association. Thus, a petition covering a unit of a single employer's employees will not be dismissed on the ground that it is not coextensive with the multiemployer unit if the petition is filed, as here, after the employer's timely withdrawal." *Arrow Uniform Rental*, 300 NLRB 246, 247 (1990). There can be no dispute that the instant Petition is not coextensive with the decades-old existing bargaining unit at issue, and the Petition could arguably be dismissed on this basis alone. As noted above, however, the Petitioner and Employer suggest that changed circumstances – namely the establishment of Afton – created a multiemployer unit, from which Ethyl subsequently withdrew. Therefore, they argue, the Ethyl-only unit described in the Petition is appropriate. As a result, I will evaluate whether a multiemployer unit exists.

The Board has a long history of giving great weight to the history of the bargaining relationship between parties. One example is withdrawal of recognition cases, where an employer ceases to recognize a union because changed circumstances render the unit no longer appropriate for bargaining. When determining whether such withdrawal of recognition is lawful, as part of its analysis, the Board "gives significant weight to the parties' history of bargaining" and "compelling circumstances are required to overcome the significance of bargaining history." *Dodge of Naperville, Inc. & Burke Auto. Grp., Inc.*, 357 NLRB 2252, 2253 (2012) (citation modified). (Quoting, *ADT Security Services*, 355 NLRB 1388, 1388 (2010)). Similarly, in another context, "[t]he Board normally will not disturb an historical, multilocation unit absent compelling circumstances. The party challenging an historical unit bears the burden of showing that the unit is no longer appropriate." *Met Elec. Testing Co., Inc.*, 331 NLRB 872 (2000) (Citing, *Trident Seafoods*, 318 NLRB 738 (1995), enfd. 101 F.3d 111 (D.C. Cir. 1996). In the certification context, "a party urging a multiemployer unit must demonstrate a controlling history of bargaining on a multiemployer basis and an unequivocal intent by the employer to participate in and be bound by the results of group bargaining." (*Cent. Transp., Inc., & Cent. Cartage Co.*, 328 NLRB 407, 408 (1999) (Quoting, *Sands Point Nursing Home*, 319 NLRB 390 (1995)). What is consistent among each of these examples is that bargaining history matters a great deal. Therefore, I begin my analysis by affording significant weight to the history of this bargaining relationship, particularly the collective bargaining agreement's recognition clause, which has remained essentially consistent for over 70 years, and its collective referral to Afton and Ethyl as "the Company."

As noted above, the Petitioner, Employer, and Afton essentially claim that circumstances changed when Afton was created in 2015 and the relationship allegedly shifted to multiemployer bargaining. However, the record demonstrates that the parties continued to bargain in the same manner as they had in previous years. Indeed, testimony at the hearing suggests that the Employer attempted to *bargain* for a split of the unit in 2018. The Union rejected such proposals and the parties entered into yet another single contract consistent with the longstanding past practice. The Employer's proposed split was not discussed at all in bargaining for the 2022 collective bargaining agreement. Having failed to achieve its goals at the bargaining table, the Employer now attempts to conjure a multi-employer unit out of thin air.[8] But, as explained in more detail below, I find that

[8] Despite the Employer's letter withdrawing from the purported multiemployer unit, there is no evidence that either Ethyl or Afton affirmatively assigned their bargaining authority to NewMarket as a bargaining agent, as happens in typical multi-employer cases. See, *Power Up Elec. Contractors*, LLC, 374 NLRB No. 12 (2024).

no such multi-employer unit exists, and Ethyl and Afton constitute a single integrated enterprise under well-established Board law.

The Board has developed a multi-factor test to determine when nominally separate entities constitute a single employer: (1) interrelation of operations; (2) common management; (3) centralized control of labor relations; and (4) common ownership or financial control. *Bolivar-Tees, Inc., Screen Creations Ltd., Screen Creations De Mexico, Screen Creations De Celaya, Single Emps*, 349 NLRB 720, 720 (2007). No one factor is dispositive, nor must all factors be present in order to find a single integrated enterprise. *Id*. What matters, considering all of the circumstances, is whether there is an "absence of an arm's-length relationship among seemingly independent companies." *Id*.

There is no dispute that NewMarket is the common owner of both Afton and the Employer. This factor thus cuts in favor of finding a single integrated enterprise. However, "[c]ommon ownership, while significant, is not determinative in the absence of centralized control over labor relations." *Mercy Hosp. of Buffalo*, 336 NLRB 1282, 1284 (2001).

There is less evidence of common management between Ethyl and Afton. While ultimately the corporate structure is such that everyone falls under the NewMarket umbrella, the record shows that supervisors and managers within Afton and Ethyl generally handle their own, separate day-to-day operations (outside of human resource functions, which NewMarket handles for both Ethyl and Afton).[9] However, this separate management appears to also be true of separate sections solely within Afton (e.g., maintenance, lab, blending, etc.). Therefore, this distinction apparently has less to do with corporate structure and more to do with the fact that each section performs different work.[10] As a result, although I find that the common management factor cuts against a single-employer finding, it does not do so strongly.

Centralized control over labor relations, by contrast, strongly favors a single employer finding. As stated above, NewMarket provides the human resources function for both Ethyl and Afton. One NewMarket human resources representative bargains the collective bargaining agreement on behalf of both Ethyl and Afton, and, of course, the collective bargaining agreement covers all unit employees, whether Afton or Ethyl.[11] Even more specifically, Ethyl and Afton employees in the same job category (i.e., operators) are treated the same under the collective bargaining agreement's wage scale.[12] And although each entity retains the ability to set specific practices for their particular work, policies of common interest (e.g., administrative policies like time policy, anti-harassment, environmental, health, and safety (EHS), etc.) are set by NewMarket.

[9] The record is unclear as to whether Afton off-shift supervisors perform some work for Ethyl when an Ethyl supervisor is unavailable.

[10] For much the same reason, the Petitioner's reference to the seniority section of the collective bargaining agreement to support its argument is unhelpful. Although Petitioner is correct that it refers to Afton Chemical Corporation operations and laboratory as a separate section from "Ethyl Corporation Operations" Petitioner omits that maintenance employees are also a separate section for the purposes of seniority. No party argues that maintenance employees are a separate entity from Afton.

[11] Ethyl's senior operations supervisor testified that he simply follows the collective bargaining agreement when it comes to matters such as bidding from one job to another and grievance processing.

[12] Ethyl's senior operations supervisor testified, "whatever the [wage] scale is going to be, you know, HR takes care of that. I don't."

When an employee must be terminated, NewMarket's human resources is involved in that process. Grievance processing is also routed through NewMarket's human resources function. According to the collective bargaining agreement, a written grievance must be submitted to human resources (or their designee) within a specified timeframe. If a grievance is appealed to escalating steps, the appeal must be made to human resources. Human resources is responsible for arranging further grievance meetings between the Union and relevant section and/or plant manager(s) depending on the step of the grievance. The record reflects that prior to taking a grievance to arbitration, the Union may meet with the human resources manager.

The centralized, co-mingled nature of the human resources function is further evident when reviewing several documents in the record: two awards including the Ethyl logo presented to the Petitioner; the parties' recent collective bargaining agreements and accompanying memoranda of agreement;[13] the letter sent on behalf of Afton to the Union indicating its desire to continue bargaining after the Employer's withdrawal from the purported multi-employer bargaining, and the tentative agreement signed on October 22, 2025, after the Employer's withdrawal. Each of these documents were signed by the same human resources representative, sometimes for Afton, sometimes for Ethyl, and sometimes for the combined Afton Chemical Corporation/Ethyl Corporation.

The above constellation of evidence shows NewMarket's centralized control of labor relations on behalf of Ethyl and Afton.

Finally, although Ethyl and Afton perform different types of work, I find that their operations are interrelated. Afton supplies one of only two chemicals that comprise Ethyl's business. For its part, Ethyl is responsible for transloading those chemicals for Afton. In addition to sharing human resource services provided by NewMarket, Afton and Ethyl share addresses and computer and telephone infrastructure. Furthermore, Ethyl and Afton each provide the other with important services. Approximately once per day, Ethyl takes a sample of Afton's product and delivers it to Afton for analysis. Afton then reports the results of that analysis directly back to Ethyl using a shared computer system and Ethyl's printer. Afton provides important maintenance and warehouse services for Ethyl and will occasionally test Ethyl's groundwater to ensure that its non-Afton product (TEL) is not causing contamination. Each entity plays an important role in the operation of the other, all under NewMarket's corporate umbrella and shared human resources.

Although each entity seemingly contracts with the other for their various services, NewMarket's accountants handle all these transactions. Indeed, among the only meaningful testimony on this point, Afton's plant manager testified that he was aware of the amounts "transferred" between the various companies to "reimburse[]" them for their work. No contracts, invoices, bills, or any other documents concerning these payments (assuming they exist) were entered into the record. Simply put, other than conclusory testimony in response to a leading question at the hearing, there is no evidence in this record to show a bona fide "arm's-length relationship" between Ethyl, Afton, and NewMarket pertaining to these services. Consider the following exchange with Ethyl's senior operations supervisor:

[13] Whereas the collective bargaining agreements are signed by a number of individuals on behalf of Afton/Ethyl, the memoranda of agreement are signed for Afton/Ethyl only by the human resources representative.

> Q. The work that's done by the maintenance employees that come on board, whether it's [a contractor] or Afton, is that done by a transaction, an arm's-length transaction? How's that arranged?
>
> A. Yes, by arm's-length transaction. That's how we do it.
>
> Q. So you're paying for it when you pay [the contractor]; you're paying for it when you pay Afton?
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> A. Correct. I get an invoice from [the contractor] every week.

Later, the same witness was asked directly if he also receives a weekly invoice from Afton. He responded, "I don't deal with the invoices on that. I just do (sic) with the invoices of [the contractor]." Thus, it is clear that Afton is treated differently than a normal outside contractor performing work for the Employer. In light of the foregoing testimony, and in the absence of documentary evidence to show otherwise, it appears that money is simply "transferred" from one entity to another to "reimburse" each for the time spent assisting the other – all within the existing corporate structure governed by NewMarket. Given the shared infrastructure and services described above, I find that the interrelation of operations supports a single employer finding.

When considering the totality of the evidence before me, and consistent with the analysis above, the record demonstrates a single integrated enterprise, not a multi-employer relationship.

Even assuming there were a multi-employer bargaining unit in this case, I find the Employer failed to unequivocally withdraw from it. To effectively withdraw from a multi-employer bargaining unit, an employer must unequivocally withdraw from the association in a timely fashion before negotiations for a new contract begin by communicating the intent to withdraw to all parties. *Sheet Metal Workers' Intern. Ass'n Local 19 v. Herre Bros., Inc.*, 201 F.3d 231, 244 (3rd Cir. 1999). "[A]n employer may not attempt to 'secure the best of two worlds' by purportedly withdrawing bargaining authority but then remaining a member of a multiemployer unit in the hope of securing advantageous terms through group negotiations." *Id*.

Although an employer may withdraw from a multi-employer unit and continue to bargain for its own separate collective bargaining agreement, that is not what happened here. In this case, the same representative of "Afton Chemical Corporation/Ethyl Corporation" bargained on behalf of Afton and the Employer and ultimately reached a tentative agreement which, by its own terms, continued to include both Afton and the Employer. In some cases, the Board has found that an employer's participation in later bargaining did not disqualify its previous withdrawal from a multi-employer association. See, e.g., *Walt's Broiler*, 270 NLRB 556, 557-558 (1984); *Ladies Garment Workers (West Side Sportswear)*, 286 NLRB 226, 226 fn. 2, 231 (1987). However, in those cases the employers were part of an established employer association and they repeatedly referenced their intent to negotiate separate contracts. By contrast, this case does not involve an employer association, rather it includes only two companies owned by the same parent company.

Although the record suggests the Employer attempted to bargain separate contracts in October 2025, testimony at the hearing reflects that they abandoned that issue "to make some progress." Ultimately, the tentative agreement reached by the parties[14] expressly contemplates that both Afton and the Employer would be bound by the agreement as "the Company." This apparent conflict between the Employer's position and objective documentary evidence remains unexplained. As a result of this significant ambiguity, I do not find that the Employer "unequivocally" withdrew from multiemployer bargaining (again, assuming this were a true multi-employer relationship).

The Employer and Petitioner cite various cases governing unit determination and community of interest factors. However, each of those cases involved certification petitions in which defining the unit at the outset of the bargaining relationship was crucial. I agree with the Union that, as noted above, the law concerning the scope of the bargaining unit in decertification elections is separate and distinct. See, *Campbell Soup Co.*, supra. The Employer and Petitioner also rely heavily on the fact that Ethyl and Afton have different names, logos, and branding. However, testimony at the hearing established that, other than new uniforms, nothing changed for unit employees when Afton was created. Without more, this simple change in name and logo fails to support finding an arm's-length relationship between Ethyl and Afton.

Additionally, in the multilocation context, the Board has found that these types of factors, such as "a desire by one party to alter the historical multilocation unit; a showing of interest for a single-facility by those facility's employees; varied bargaining history; or differences in degree among the employees' community of interest (geographical separation, local autonomy, and limited interaction) — [do not] constitute 'compelling circumstances' that would warrant disturbing the parties' historical, multiplant unit." *Met Elec. Testing Co., Inc.*, 331 NLRB at 872 (Citing *Gibbs & Cox*, 280 NLRB 953, 955 (1986), *dismissed as moot* 904 F.2d 214 (4th Cir. 1990); *Anheuser-Busch*, 246 NLRB 29, 29 (1979); *Trident Seafoods*, 318 NLRB at 739; *Owens-Illinois Glass Co.*, 108 NLRB 947, 948, 950; and *Arrow Uniform Rental*, 300 NLRB at 248-249). See also, *S. Power Co.*, 353 NLRB 1085, 1086 (2009). While not directly on point, and potentially unnecessary given that this is a decertification election, I find the Board's holding in those cases apt and persuasive in the instant case.

Finally, I note that reliance on *Mallinckrodt* is misplaced. First, there is insufficient evidence to show that Ethyl employees constitute a distinct and homogenous craft unit. Indeed, the collective bargaining agreements seem to reflect as much, given that Afton and Ethyl operators are grouped together in the wage scale. Ethyl operators' use of slightly different tools as a result of different fittings (e.g., flanges versus camlock fittings) is simply not enough to establish the specialized nature of a true craft unit. Moreover, as the Union correctly observed, the Board has declined to order decertification elections for alleged craft units when they are part of an existing unit because it did not comport with the Board's rationale when allowing severance of employees from an established unit. *Campbell Soup*, 111 NLRB at 235. Nothing in *Mallinckrodt* purports to overrule or disturb the Board's holding in *Campbell Soup*.

At bottom, this Petition simply rests on a faulty premise. Because this case does not involve a true multi-employer bargaining relationship, and for all the reasons set forth above, I find no basis to disturb 70 years of bargaining history and Board law to order a decertification election in only one part of this single-employer unit.

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[14] Afton's plant manager confirmed that a NewMarket human resources representative negotiated for both Afton and Ethyl.

Based on the foregoing, I am dismissing the Petition.

CONCLUSIONS AND FINDINGS

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 Parties stipulated, and I find, that the Employer and Involved Party Afton are engaged in commerce within the meaning of Section 2(6), (7), and (14) of the Act, and are subject to the jurisdiction of the Board.

3. The parties stipulated, and I find, that the Petitioner is a labor organization within the meaning of Section 2(5) of the Act.

4. No question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(b) and (7) of the Act.

ORDER

IT IS HEREBY ORDERED that the petition in this matter is dismissed.

RIGHT TO REQUEST REVIEW

Pursuant to Section 102.67(c) of the Board's Rules and Regulations, any party may file with the Board in Washington, D.C., a request for review of this Decision. The request for review must conform with the requirements of Sections 102.67 of the Board's Rules and must be received by the Board in Washington by ten business days from the date of the final decision of the Regional Director in this case.

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.nlrb.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

DATED at Fort Worth, Texas, this 18th day of December 2025.

Timothy L. Watson
Regional Director
National Labor Relations Board
Region 16
Fritz G. Lanham Federal Building
819 Taylor Street, Room 8A24
Fort Worth, Texas 76102-6178