

UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT

UNITED STATES COURT OF APPEALS
FOR DISTRICT OF COLUMBIA CIRCUIT
FILED SEP 22 2015
CLERK

NATIONAL LABOR RELATIONS BOARD

Petitioner

v.

No. 12-1079

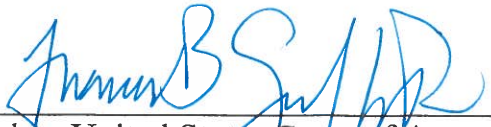
CARIBBEAN INT'L NEWS CORP., d/b/a
EL VOCERO DE PUERTO RICO, AND ITS
ALTER EGO, NEWS DISTRIBUTOR OF
PUERTO RICO, LLC

JUDGMENT ENFORCING AN ORDER OF THE
NATIONAL LABOR RELATIONS BOARD

Before: Griffith, Srinivasan, and Pillard, Circuit Judges

This cause was submitted upon the motion of the National Labor Relations Board for entry of a judgment enforcing an order against Petitioners, Caribbean International News Corporation d/b/a El Vocero de Puerto Rico and its alter ego News Distributor of Puerto Rico, LLC, their officers, agents, successors, and assigns, enforcing its order dated December 8, 2011, in Case No. 24-CA-11237, reported at 357 NLRB No. 133, and the Court having considered the same, it is hereby

ORDERED AND ADJUDGED by the Court that the Petitioners, Caribbean International News Corporation d/b/a El Vocero de Puerto Rico and its alter ego News Distributor of Puerto Rico, LLC, their officers, agents, successors, and assigns, shall abide by said order (See Attached Order and Appendix).



Judge, United States Court of Appeals
For the District of Columbia Circuit



Judge, United States Court of Appeals
For the District of Columbia Circuit



Judge, United States Court of Appeals
For the District of Columbia Circuit

NATIONAL LABOR RELATIONS BOARD

V.

CARIBBEAN INTERNATIONAL NEWS CORPORATION D/B/A EL VOCERO DE PUERTO RICO AND ITS ALTER EGO NEWS DISTRIBUTOR OF PUERTO RICO, LLC

ORDER

Caribbean International News Corporation d/b/a El Vocero de Puerto Rico (El Vocero), San Juan, Puerto Rico, and its alter ego Respondent News Distributor of Puerto Rico, LLC, Carolina, Puerto Rico, their officers, agents, successors, and assigns, shall

1. Cease and desist from
 - (a) Failing and refusing to bargain with the UPAGRA, Local 33225, as the exclusive collective-bargaining representative of the employees in the unit described in the most recent collective-bargaining agreement in effect from 1997 to 2001, between El Vocero and the Union, over the decision to contract out the work of the circulation department.
 - (b) Failing and refusing to fulfill and adhere to the terms of the December 26, 2008 agreement regarding the pension plan, cancer plan, intensive care plan, life insurance, funeral insurance, long-term disability plan, and gas allowance.
 - (c) Failing and refusing to bargain collectively with the Union by unilaterally changing unit employees' pay dates, medical insurance, vacation, severance payments, and bumping rights.
 - (d) Undermining the majority status of the Union by telling employees that El Vocero did not want to bargain with the Union but with the employees directly.
 - (e) Engaging in the creation of an alter ego for the purpose of transferring circulation department bargaining unit work to the alter ego and evading responsibilities under the Act.
 - (f) Contracting out or otherwise transferring bargaining unit work without bargaining with the Union.
 - (g) Permitting supervisors to perform bargaining unit work.
 - (h) In any like or related manner interfering with, restraining, or coercing Respondents' employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.
 - (a) Before implementing any changes in wages, hours, or other terms and conditions of employment of unit employees, notify and, on request, bargain with the Union as the exclusive collective-bargaining representative of the unit employees.
 - (b) Fulfill and adhere to the terms of the collective-bargaining agreement, including the temporary modifications set forth in the December 26, 2008 agreement regarding the pension plan, cancer plan, intensive care plan, life insurance, funeral insurance, long-term disability plan, and gas allowance.
 - (c) Rescind the unilateral changes to the unit employees' pay dates, medical insurance, vacation, severance payments, and bumping rights.
 - (d) Make employees whole, in the manner set forth in the remedy section of the judge's decision as modified herein, for any loss of earnings and other benefits suffered as a result of the Respondents' unlawful unilateral changes to terms and conditions of employment.
 - (e) Rescind the unilateral contracting out or other transfer of the bargaining unit work of the circulation department and restore the status quo ante as it existed prior to the elimination of the circulation department on or about July 5, 2009.
 - (f) Within 14 days from the date of this Order, offer the affected 107 employees of the circulation department full reinstatement to their former jobs, without prejudice to their seniority or any other rights and privileges previously enjoyed.
 - (g) Make the affected circulation department employees whole, in the manner set forth in the remedy section of the judge's decision as modified herein, for any loss of earnings and other benefits suffered as a result of the Respondents' unilateral actions in eliminating the circulation department, contracting out or otherwise transferring its bargaining unit work and discharging its unit employees.
 - (h) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.

- (i) Within 14 days after service by the Region, post at their San Juan, Puerto Rico, and Carolina, Puerto Rico facilities, copies of the attached notice marked "Appendix." Copies of the notice, on forms provided by the Regional Director for Region 24, after being signed by Respondents' authorized representatives, shall be posted by Respondents and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if Respondents customarily communicate with their employees by such means. Reasonable steps shall be taken by Respondents to ensure that the notices are not altered, defaced, or covered by any other material. If Respondents have gone out of business or closed the facilities involved in these proceedings, Respondents shall duplicate and mail, at their own expense, a copy of the notice to all current employees and former employees employed by Respondents at any time since January 2009.
- (j) Within 21 days after service by the Region, file with the Regional Director for Region 24 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondents have taken to comply.

APPENDIX

NOTICE TO EMPLOYEES

**POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES
COURT OF APPEALS ENFORCING AN ORDER OF THE
NATIONAL LABOR RELATIONS BOARD**
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT fail and refuse to bargain with the UPAGRA, Local 33225 (herein the Union), as the exclusive collective-bargaining representative of the employees in the unit described in the most recent collective-bargaining agreement in effect from 1997 to 2001, between El Vocero and the Union, over the decision to contract out the work of the circulation department.

WE WILL NOT fail and refuse to fulfill and adhere to the terms of the December 26, 2008 agreement regarding the pension plan, cancer plan, intensive care plan, life insurance, funeral insurance, long-term disability plan, and gas allowance.

WE WILL NOT fail and refuse to bargain collectively with the Union by unilaterally changing unit employees' pay dates, medical insurance, vacation, severance payments, and bumping rights.

WE WILL NOT undermine the majority status of the Union by telling employees that we do not want to bargain with the Union but with the employees directly.

WE WILL NOT create an alter ego for the purpose of transferring circulation department bargaining unit work to the alter ego and evading our responsibilities under Federal labor law.

WE WILL NOT contract out or otherwise transfer the circulation department bargaining unit work without bargaining with the Union.

WE WILL NOT permit supervisors to perform bargaining unit work.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce employees in the exercise of the rights listed above.

WE WILL, before implementing any changes in wages, hours, or other terms and conditions of employment of unit employees, notify and, on request, bargain with

the Union as the exclusive collective-bargaining representative of the unit employees.

WE WILL fulfill and adhere to the terms of the collective-bargaining agreement, including the temporary modifications set forth in the December 26, 2008 agreement, regarding the pension plan, cancer plan, intensive care plan, life insurance, funeral insurance, long-term disability plan, and gas allowance.

WE WILL rescind the unilateral changes to the unit employees' pay dates, medical insurance, vacation, severance payments, and bumping rights.

WE WILL make unit employees whole for any loss of earnings and other benefits resulting from our unlawful unilateral changes to terms and conditions of employment.

WE WILL rescind the unilateral contracting out or other transfer of the bargaining unit work of the circulation department and restore the status quo ante as it existed prior to the elimination of the circulation department on or about July 5, 2009.

WE WILL, within 14 days of the Board's Order, offer the affected 107 employees of the circulation department full reinstatement to their former jobs, without prejudice to their seniority or any other rights and privileges previously enjoyed.

WE WILL make the affected circulation department employees whole for any loss of earnings and other benefits resulting from our unilateral actions in eliminating the circulation department, contracting out or otherwise transferring its bargaining unit work and discharging its unit employees, less any net interim earnings, plus interest.

CARIBBEAN INTERNATIONAL NEWS CORPORATION,
D/B/A EL VOCERO DE PUERTO, INC., AND
NEWS DISTRIBUTOR OF PUERTO RICO, LLC