

UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT

EASTERN ESSENTIALS SERVICES, INC. :

Petitioner/Cross-Respondent :

v. :

NATIONAL LABOR RELATIONS BOARD :

Respondent/Cross-Petitioner :

and :

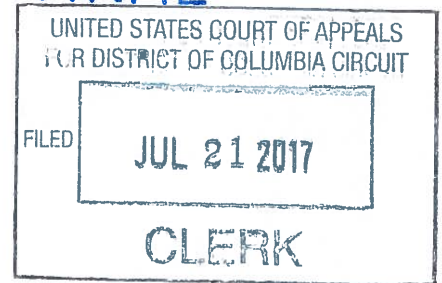
SEIU, LOCAL 32BJ :

Intervenor :

Nos. 16-1165,
16-1217

Board Case No.:
22-CA-133001

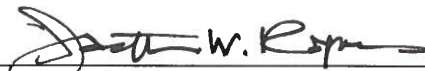
ORIGINAL



CONSENT JUDGMENT

THIS CAUSE came to be heard upon a petition filed by Eastern Essentials Services, Inc., for review of an Order of the National Labor Relations Board in Board Case No. 22-CA-133001, issued on May 2, 2016, reported at 363 NLRB No. 176, and a cross-petition by the National Labor Relations Board for enforcement of its Order. Eastern Essentials Services, Inc. and the Board having advised this Court of their desire to dispose of this matter by entry of a consent judgment enforcing the Board's Order:

IT IS HEREBY ORDERED AND ADJUDGED by the Court that the said Order of the National Labor Relations Board is hereby enforced and that the Petitioner/Cross-Respondent, Eastern Essentials Services, Inc., its officers, agents, successors, and assigns, shall abide by and perform the directions of the Board set forth in its 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

EASTERN ESSENTIALS SERVICES, INC.

v.

NATIONAL LABOR RELATIONS BOARD

ORDER

Eastern Essential Services, Inc., Fairfield, New Jersey, its officers, agents, successors, and assigns, shall

1. Cease and desist from

- (a) Informing applicants for employment that it is not hiring employees because they are with the Union.
- (b) Refusing to hire the former employees of CRS Facility Services and Collins Building Services because they were members of and supported Service Employees International Union, Local 32BJ.
- (c) Refusing to recognize and bargain in good faith with Service Employees International Union, Local 32BJ as the exclusive collective-bargaining representative of its employees in the following appropriate bargaining units:

All full-time, regular part time building service employees at the building located at 120 Mountainview Boulevard, Bernard Township, New Jersey, excluding guards and supervisors as defined in the Act.

All full-time, regular part time building service employees at the building located at One Meadowlands Plaza, East Rutherford, New Jersey, excluding guards and supervisors as defined in the Act.

All full-time, regular part time building service employees at the building located at and 300 Lighting Way, Secaucus, New Jersey, excluding guards and supervisors as defined in the Act.

- (d) Refusing to recognize and bargain with Service Employees International Union, Local 32BJ, by unilaterally changing the terms and conditions of

employment of its employees in the above appropriate bargaining units without prior notification to and bargaining with the Union.

- (e) In any like or related manner interfering with, restraining, or coercing 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) Notify the Union in writing that it recognizes the Union as the exclusive representative of its unit employees under Section 9(a) of the Act and that it will bargain with the Union concerning terms and conditions of employment for employees in the above-described appropriate bargaining units.
 - (b) Recognize and, on request, bargain with the Union as the exclusive representative of the employees in the above-described appropriate bargaining units concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement.
 - (c) On request of the Union, rescind any departures from terms and conditions of employment that existed immediately prior to the Respondent's takeover of the operations of predecessor CRS Facility Services and Collins Building Services at the three locations set forth above, retroactively restoring preexisting terms and conditions of employment, including wage rates and welfare and pension contributions, and other benefits, until it negotiates in good faith with the Union to agreement or to impasse.
 - (d) Make whole, in the manner set forth in the remedy section of this decision, the unit employees for losses caused by the Respondent's failure to apply the terms and conditions of employment that existed immediately prior to its takeover of the operations of predecessors CRS Facility Services and Collins Building Services at the three locations set forth above.
 - (e) Within 14 days of the date of this Order, offer employment to the following former unit employees of CRS Facility Services and Collins Building Services, who would have been employed by Respondent but for the unlawful discrimination against them, in their former positions or, if such positions no longer exist, in substantially equivalent positions, without prejudice to their seniority or any other rights or privileges

previously enjoyed, discharging if necessary any employees hired in their place:

120 Mountainview Boulevard, Bernard Township, NJ

Amanda Barrientos	Yvon Feo Hernandez
Monepeque Castillo	Leonardo Menijivar
Diana Cruz	Hector Mora
Reyna Hernandez	

One Meadowlands Plaza, East Rutherford, NJ

Luis Airos	Ebelia Martinez
Maritza Alvarado	Maria Martinez
Wander Arias	Julio Mercedes
Beatriz Bautista	Sara Perez
Zuniba Carlos	Iadira Persaud
Marina Castellanos	Margarita Reberon
Rafael Cuevass	Hilda Tobar
Luisa Flores	Maria Valencia
Rafaela Herrera	Maida Veras

300 Lighting Way, Secaucus, NJ

Inez Fandino	Luz Perez Orozco
Fanny Gramajo	Eteolo Sanchez
Teresa Hernandez	Maria de la Torre
Eleodoro Luciano	Maria Victoria

- (f) Make the employees referred to in paragraph 2(e) whole for any loss of earnings and other benefits they may have suffered by reason of the Respondent's unlawful refusal to hire them, in the manner set forth in the remedy section of the decision.
- (g) Compensate the employees referred to in paragraph 2(e) for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and file with the Regional Director for Region 22, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay awards to the appropriate calendar years for each employee.
- (h) Within 14 days from the date of this Order, remove from its files any reference to the unlawful refusal to hire the employees named in the paragraph 2(e) and, within 3 days thereafter, notify them in writing that

this has been done and that the refusal to hire them will not be used against them in any way.

- (i) Within 14 days after service by the Region, post at its facility in Fairfield, New Jersey, copies of the attached notice marked "Appendix." Copies of the notice, on forms provided by the Regional Director for 22, in English and Spanish, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facilities involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since May 15, 2014.
- (j) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has 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 inform you or applicants for employment that we are not hiring employees because they are with the Union.

WE WILL NOT refuse to hire you because you are members of and supported Service Employees International Union, Local 32BJ.

WE WILL NOT refuse to recognize and bargain in good faith with Service Employees International Union, Local 32BJ as your exclusive collective-bargaining representative in the following appropriate bargaining units:

All full-time, regular part time building service employees at the building located at 120 Mountainview Boulevard, Bernard Township, New Jersey, excluding guards and supervisors as defined in the Act.

All full-time, regular part time building service employees at the building located at One Meadowlands Plaza, East Rutherford, New Jersey, excluding guards and supervisors as defined in the Act.

All full-time, regular part time building service employees at the building located at 300 Lighting Way, Secaucus, New Jersey, excluding guards and supervisors as defined in the Act.

WE WILL NOT refuse to recognize and bargain with Service Employees International Union, Local 32BJ by unilaterally changing your terms and conditions of employment in the above appropriate bargaining units without prior notification to and bargaining with the Union.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL notify the Union in writing that we recognize the Union as the exclusive representative of our employees in the above units under Section 9(a) of the Act and that we will bargain with the Union concerning your terms and conditions of employment in the above-described appropriate bargaining units.

WE WILL recognize and, on request, bargain with the Union as your exclusive representative in the above-described appropriate bargaining units concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement.

WE WILL on request of the Union, rescind any departures from your terms and conditions of employment that existed immediately prior to our takeover of the operations of predecessors CRS Facility Services and Collins Building Services at the three locations set forth above, retroactively restoring your preexisting terms and conditions of employment, including wage rates and welfare and pension contributions, and other benefits, until we negotiate in good faith with the Union to agreement or to impasse.

WE WILL make you whole, with interest, for losses caused by our failure to apply the terms and conditions of employment that existed immediately prior to our takeover of the operations of predecessors CRS Facility Services and Collins Building Services at the three locations set forth above.

WE WILL within 14 days of the date of this Order, offer employment to the following former unit employees of CRS Facility Services and Collins Building Services, who would have been employed by us but for our unlawful discrimination against them, in their former positions or, if such positions no longer exist, in substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed, discharging if necessary any employees hired in their place:

120 Mountainview Boulevard, Bernard Township, NJ

Amanda Barrientos
Monepeque Castillo
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Hector Mora

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Iadira Persaud
Margarita Reberon
Hilda Tobar
Maria Valencia
Maida Veras

300 Lighting Way, Secaucus, NJ

Inez Fandino
Fanny Gramajo
Teresa Hernandez
Eleodoro Luciano
Luz Perez Orozco
Eteolo Sanchez
Maria de la Torre
Maria Victoria

WE WILL make you whole, with interest, for any loss of earnings and other benefits you may have suffered by reason of our unlawful refusal to hire you.

WE WILL compensate you for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and WE WILL file with the Regional Director for Region 22, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay award to the appropriate calendar years for each employee.

WE WILL within 14 days from the date of this Order, remove from our files any reference to our unlawful refusal to hire you, and, within 3 days thereafter, notify you in writing that this has been done and that the refusal to hire you will not be used against you in any way.

EASTERN ESSENTIAL SERVICES, INC.

APPENDIX

AVISO A LOS EMPLEADOS

FIJADO CONFORME A UN FALLO DE LA CORTE DE APELACIONES DE LOS ESTADOS UNIDOS PONIENDO EN VIGOR UNA ORDEN DE LA JUNTA NACIONAL DE RELACIONES DEL TRABAJO

La Junta Nacional de Relaciones Laborales ha encontrado que nosotros violamos la Ley Federal del trabajo y nos ha ordenado que fijemos y obedezcamos este aviso.

LAS LEYES FEDERALES LES OTORGAN EL DERECHO A

Formarse, unirse o asistir a la Unión

Escoger a su representante para negociar con nosotros para sus beneficios

Actuar juntos con otros empleados para sus derechos de los beneficios y protección

Escoger no involucrarse en ninguna de estas actividades protegidas

NOSOTROS NO les informaremos a ustedes o a solicitantes de empleo que no estamos contratando empleados porque están con la Unión.

NOSOTROS NO nos negaremos a contratarlos a ustedes por ustedes ser miembros de y/o apoyar a Service Employees International Union, Local 32BJ.

NOSOTROS NO nos negaremos a reconocer y negociar de buena fe con Service Employees International Union, Local 32BJ como su representante exclusivo de la negociación colectiva en las siguientes unidades de negociación apropiadas:

Todos los empleados de tiempo regular y empleados regulares de tiempo parcial que trabajan como empleados de servicio en el edificio ubicado en 120 Mountainview Boulevard, Bernard Township, Nueva Jersey, excluyendo guardias y supervisores como son definidos en la Ley.

Todos los empleados de tiempo regular y empleados regulares de tiempo parcial que trabajan como empleados de servicio en el edificio ubicado en One Meadowlands Plaza, East Rutherford, Nueva Jersey, excluyendo guardias y supervisores como son definidos en la Ley.

Todos los empleados de tiempo regular y empleados regulares de tiempo parcial que trabajan como empleados de servicio en el edificio ubicado en 300 Lighting Way, Secaucus, New Jersey, excluyendo guardias y supervisores como son definidos en la Ley.

NOSOTROS NO nos negaremos a reconocer y negociar con Service Employees International Union, la Local 32BJ por cambiar unilateralmente los términos y condiciones de trabajo en las unidades de negociación apropiadas arriba sin previo aviso a y negociación con la Unión.

NOSOTROS NO de ninguna manera relacionados interferiremos, restringiremos o coaccionaremos a ustedes en el ejercicio de los derechos que le garantizada por el Seccion 7 de la Ley.

NOSOTROS VAMOS a notificar a la Union por escrito que reconocemos la Unión como representante exclusivo de nuestros empleados en las unidades anteriores bajo la sección 9(a) de la ley y vamos a negociar con la Unión sobre los términos y condiciones de trabajo en las unidades de negociación apropiadas descrita arriba.

NOSOTROS VAMOS a reconocer y, bajo pedido, negociar con la Unión como su representante exclusivo en las antes descrita apropiadas unidades de negociación referente a términos y condiciones de empleo y, si se llega a un entendimiento, incorporar la comprensión en un contrato firmado.

NOSOTROS VAMOS con la petición de la Unión, a rescindir a cualquier llegadas de los términos y condiciones de empleo que existian inmediatamente antes que el nuestro toma de posesión de las operaciones de servicios de CRS precursor y Collins en los tres lugares establecidos anteriormente, restaurar retroactivamente los términos preexistentes y las condiciones de trabajo, incluyendo salarios y contribuciones de bienestar y de pensiones y otros beneficios, hasta que negociemos de buena fe con el sindicato al acuerdo o a callejón sin salida.

NOSOTROS VAMOS a reponerlos por completo, en las unidades establecidas, por las pérdidas causadas por nuestra falta de aplicación de los términos y condiciones de empleo que existian inmediatamente antes de la adquisición de las operaciones de precursor CRS Facility Services y Collins Building Services en las tres localizaciones establecidas arriba.

NOSOTROS VAMOS dentro de 14 dias de la fecha de esta orden, les ofrecemos trabajo a los empleados siguientes de la unidad anterior de la CRS y Collins, que habria sido empleado por nosotros sino por la discriminación ilegal contra ellos, en sus posiciones anteriores o, si ya no existen tales posiciones, en posiciones sustancialmente equivalentes, sin perjuicio de su antigüedad o cualquier otro derechos o privilegios gozados anteriormente, despedir si es necesario algún empleado contratado en su lugar:

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300 Lighting Way, Secaucus, NJ

Inez Fandino
Fanny Gramajo
Teresa Hernandez
Eleodoro Luciano
Luz Perez Orozco
Eteolo Sanchez
Maria de la Torre
Maria Victoria

NOSOTROS VAMOS pagarles todo con interés, por cualquier pérdida de ganancias y otros beneficios que puedo haber sufrido por la ilegal negociación de contratarlo.

NOSOTROS VAMOS recompensarlos a ustedes por las consecuencias de los impuestos adversos, si hay alguno, de recibir un pedazo-de suma del pago

retroactivo concedido, y NOSOTROS VAMOS radicar con el Director Regional para la Region 22, dentro de 21 días de la fecha la cantidad del pago retroactivo será fijo, ya sea por un acuerdo o por una orden de la Junta, un reporte distribuyendo el pago retroactivo concedido para los años del calendario apropiados para cada empleado.

NOSOTROS VAMOS adentro de 14 días desde la fecha de esta orden, eliminar de nuestros archivos de cualquier referencia a nuestra negativa ilegal a contratarte y dentro de 3 días después de eso, les notificaremos por escrito que se ha hecho y que la negativa a contratarlos no se utilizará contra de ustedes de ninguna manera.

EASTERN ESSENTIAL SERVICES, INC.