

**UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT**

CC1 LIMITED PARTNERSHIP, D/B/A
COCA COLA PUERTO RICO BOTTLERS

Petitioner/Cross-Respondent

v.

NATIONAL LABOR RELATIONS BOARD

Respondent/Cross-Petitioner

ORIGINAL

Nos. 15-1231

15-1467

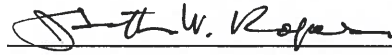
JUDGMENT

Before: ROGERS, GRIFFITH, and SRINIVASAN, Circuit Judges.

THIS CAUSE came to be heard upon a petition filed by the CC1 Limited Partnership d/b/a Coca Cola Puerto Rico Bottlers to review an Order of the National Labor Relations Board dated June 18, 2015, in Case Nos. 24-CA-011018, 24-CA-011035, 24-CA-011044, 24-CA-011057, 24-CA-011065, 24-CA-011193, and 24-CA-011194, reported at 362 NLRB No. 125, and upon a cross-application for enforcement filed by the National Labor Relations Board to enforce said Order. The Court heard argument of the parties and has considered the briefs and agency record filed in this cause. On August 3, 2018, the Court, being fully advised in the premises, handed down its opinion granting in part the Board's cross-application for enforcement and vacating in part the Board's order. In conformity therewith, it is hereby

ORDERED AND ADJUDGED by the Court that CC1 Limited Partnership d/b/a Coca Cola Puerto Rico Bottlers, its officers, agents, successors, and assigns,

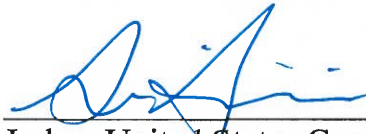
shall abide by said order (See Attached Order and Appendix).



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

ENTERED: October 24, 2018

CC1 LIMITED PARTNERSHIP
D/B/A COCA COLA PUERTO RICO BOTTLERS

v.

NATIONAL LABOR RELATIONS BOARD

ORDER

CC 1 Limited Partnership, d/b/a Coca Cola Puerto Rico Bottlers, Cayey, Puerto Rico, its officers, agents, successors, and assigns shall

1. Cease and desist from
 - (a) Discharging, suspending, or otherwise discriminating against employees because they engaged in union or protected concerted activities and/or encouraged other employees to do so.
 - (b) Coercing employees into signing overbroad “last chance” agreements as a condition of their reinstatement.
 - (c) 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) Within 14 days of the date of this Order, offer Miguel Colon reinstatement to his former position, or if that position no longer exists, to a substantially equivalent position without prejudice to his seniority or any other rights or privileges previously enjoyed.
 - (b) Make whole Miguel Colon, from September 10, 2008, for any loss of earnings and other benefits suffered as a result of the discrimination against him, plus interest in the manner set forth in the amended remedy of the Decision and Order reported at 358 NLRB No. 129, as amended in this decision.
 - (c) Compensate Miguel Colon under the terms of this Order for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and file a report with the Social Security Administration allocating the backpay award to the appropriate calendar quarters.
 - (d) Within 14 days from the date of this Order, remove from its files any reference to the unlawful suspension and discharge of Miguel Colon and

within 3 days thereafter, notify Miguel Colon in writing that this has been done and that the unlawful actions will not be used against him in any way.

- (e) Within 14 days of the date of this Order, remove any reference to the last chance agreement from the files of all employees who signed the agreement as part of their reinstatement, and within 3 days thereafter, notify them in writing that this has been done, and that the last chance agreement will not be used against them in any way.
- (f) 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.
- (g) Within 14 days after service by the Region, post at its facility in Cayey, Puerto Rico, copies of the attached notice marked "Appendix A." Copies of the notice, on forms provided by the Regional Director for Region 12, after being signed by the Respondent Employer's authorized representative, shall be posted by the Employer in English and Spanish 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 the Employer customarily communicates with its employees by such means. Reasonable steps shall be taken by the Employer to ensure that the notices are not altered, defaced, or covered by any other material. If the Employer has gone out of business or closed the facility involved in these proceedings, the Employer shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Employer at any time since September 9, 2008.
- (h) Within 21 days after service by the Region, file with the Regional Director for Region 12 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent Employer 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 discharge, suspend, or otherwise discriminate against you for engaging in union or protected concerted activities and/or encouraging other employees to do so.

WE WILL NOT coerce you into signing overbroad "last chance" agreements as a condition of your reinstatement.

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

WE WILL, within 14 days from the date of the Board's Order, offer Miguel Colon full reinstatement to his former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights or privileges previously enjoyed

WE WILL make the above-named individual whole for any loss of earnings and other benefits resulting from his suspension or discharge, less any net interim earnings, plus interest.

WE WILL compensate Miguel Colon under the terms of the Board's Order for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and file a report with the Social Security Administration allocating the backpay award to the appropriate calendar quarters.

WE WILL, within 14 days from the date of the Board's Order, remove from our files any reference to the unlawful suspension and discharge of Miguel Colon, and WE WILL, within 3 days thereafter, notify him in writing that this has been done and that the suspension and discharge will not be used against him in any way.

WE WILL, within 14 days from the date of the Board's Order, remove from our files any reference to the last chance agreement from the files of all employees who signed the agreement as part of their reinstatement, and WE WILL, within 3 days thereafter, notify each employee in writing that this has been done and that the last chance agreement will not be used against them in any way.

CC 1 LIMITED PARTNERSHIP, D/B/A COCA-COLA PUERTO RICO BOTTLERS

**UNITED STATES COURT OF APPEALS
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	:	
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	:	
Respondent/Cross-Petitioner	:	

CERTIFICATE OF SERVICE

I hereby certify that on August 16, 2018, I electronically filed the foregoing document with the Court for the United States Court of Appeals for the District of Columbia Circuit using the appellate CM/ECF system. I further certify that the foregoing document was served on all parties or their counsel of record through the appellate CM/ECF system.

s/Linda Dreeben
Linda Dreeben
Deputy Associate General Counsel
National Labor Relations Board
1015 Half Street, SE
Washington, DC 20570

Dated at Washington, D.C.
this 16th day of August, 2018