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Publi-Inversiones de Puerto Rico, Inc. d/b/a el Vocero de Puerto Rico and Union de Periodistas, Artes Graficas y Ramas Anexas, Local 33225. Case 12-CA-120344

April 25, 2017

ORDER GRANTING MOTION

BY CHAIRMAN MISCIMARRA AND MEMBERS PEARCE
AND MCFERRAN

On March 10, 2017, the National Labor Relations Board issued a Decision and Order in this proceeding, finding that the Respondent violated Section 8(a)(5) of the Act by refusing to recognize and bargain with the Union and by refusing to furnish the Union with requested information.¹ On March 27, 2017, the General Counsel filed a motion to correct the Board's Decision and Order. In his motion, the General Counsel requests that the bargaining unit description in the Conclusions of Law and notice to employees specifically reference the inserters among the employees excluded from the bargaining unit. On April 5, 2017, the Respondent filed a response to the General Counsel's motion.

We grant the General Counsel's motion, as the requested correction is consistent with the findings in this proceeding.²

IT IS ORDERED that the General Counsel's Motion to Correct Board Decision and Order issued on March 10, 2017 (365 NLRB No. 29) is granted.

IT IS FURTHER ORDERED that the Conclusions of Law in 365 NLRB No. 29 are modified as follows:

1. Substitute the following for paragraph 3.

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

[A]ll . . . employees except . . . [the following excluded employees]: (1) Administration: President, Executive Assistant to the president, Treasurer, Comptroller, Chief Accounting Officer, and seven executive secretaries who work in any department of the Company, Chief Personnel Officer and his or her secretary and se-

curity personnel and credit manager; (2) Advertising: Agency Advertisement Sales Director, Direct Advertisement Sales Director, Classified Ads and Notices Sales Director, and Advertisement Salesperson; (3) Circulation: Circulation Department Director, Island Supervisor, Metro Area Subscriptions Supervisor, Metro Area Lighting and Post Supervisor, two (2) Chief Dispatching Officers, four (4) At Large Regional Supervisors, Newspaper Carriers and Heralds; (4) Editorial: Director, Associate Director, and Chief Editor; (5) Production: Production Department Director, (2) Shop Supervisors, (3) Press Supervisors (two during the day and one at night), Maintenance Engineer and Electrical Engineering Supervisor; and (6) all inserters."

IT IS FURTHER ORDERED that the Board's Order in 365 NLRB No. 29 is modified as follows:

1. Substitute the following for paragraph 2(a).

"(a) On request, bargain with the Union as the exclusive collective-bargaining representative of the employees in the following appropriate unit concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement:

[A]ll . . . employees except . . . [the following excluded employees]: (1) Administration: President, Executive Assistant to the president, Treasurer, Comptroller, Chief Accounting Officer, and seven executive secretaries who work in any department of the Company, Chief Personnel Officer and his or her secretary and security personnel and credit manager; (2) Advertising: Agency Advertisement Sales Director, Direct Advertisement Sales Director, Classified Ads and Notices Sales Director, and Advertisement Salesperson; (3) Circulation: Circulation Department Director, Island Supervisor, Metro Area Subscriptions Supervisor, Metro Area Lighting and Post Supervisor, two (2) Chief Dispatching Officers, four (4) At Large Regional Supervisors, Newspaper Carriers and Heralds; (4) Editorial: Director, Associate Director, and Chief Editor; (5) Production: Production Department Director, (2) Shop Supervisors, (3) Press Supervisors (two during the day and one at night), Maintenance Engineer and Electrical Engineering Supervisor; and (6) all inserters."

2. Substitute the attached notice for that in the Board's Decision and Order in 365 NLRB No. 29.

Dated, Washington, D.C. April 25, 2017

Philip A. Miscimarra,

Chairman

¹ 365 NLRB No. 29.

² The Board adopted without comment the judge's finding that the Respondent had not shown compelling circumstances to overcome the appropriateness of the historical bargaining unit, which did not include the inserters, as they were never employees of CIN (the Respondent's predecessor). While the inserters are employees of the Respondent, the judge noted that there was no credible evidence that the inserters shared a community of interest with the employees in the historical unit.

Mark Gaston Pearce, Member

Lauren McFerran, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD
 APPENDIX
 NOTICE TO EMPLOYEES
 POSTED BY 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 recognize and bargain with Union de Periodistas, Artes Graficas y Ramas Anexas, Local 33225 (the Union), as the exclusive collective-bargaining representative of our employees in the bargaining unit.

WE WILL NOT refuse to bargain collectively with the Union by failing and refusing to furnish it with requested information that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of our unit employees.

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, on request, bargain with the Union as the exclusive collective-bargaining representative of our employees in the following appropriate unit concerning terms and conditions of employment and, if an under-

standing is reached, embody the understanding in a signed agreement:

[A]ll . . . employees except . . . [the following excluded employees]: (1) Administration: President, Executive Assistant to the president, Treasurer, Comptroller, Chief Accounting Officer, and seven executive secretaries who work in any department of the Company, Chief Personnel Officer and his or her secretary and security personnel and credit manager; (2) Advertising: Agency Advertisement Sales Director, Direct Advertisement Sales Director, Classified Ads and Notices Sales Director, and Advertisement Salesperson; (3) Circulation: Circulation Department Director, Island Supervisor, Metro Area Subscriptions Supervisor, Metro Area Lighting and Post Supervisor, two (2) Chief Dispatching Officers, four (4) At Large Regional Supervisors, Newspaper Carriers and Heralds; (4) Editorial: Director, Associate Director, and Chief Editor; (5) Production: Production Department Director, (2) Shop Supervisors, (3) Press Supervisors (two during the day and one at night), Maintenance Engineer and Electrical Engineering Supervisor; and (6) all inserters.

WE WILL furnish to the Union in a timely manner the information requested by the Union on December 17 and 23, 2013.

PUBLI-INVERSIONES DE PUERTO RICO, INC.
 D/B/A EL VOCERO DE PUERTO RICO

The Board's decision can be found at <https://www.nlr.gov/case/12-CA-120344> or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

