

IN THE UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT

No. 20-11777-F

NATIONAL LABOR RELATIONS BOARD,

Petitioner,

versus

CORAL REEF OPERATING SYSTEMS, LLC
D/B/A CORAL REEF NURSING AND REHABILITATION CENTER, LLC,

Respondent.

Application for Enforcement of an Order of the
National Labor Relations Board

Before: JORDAN, NEWSOM, and BRANCH, Circuit Judges.

BY THE COURT:

This cause was submitted upon the application of the National Labor Relations Board for summary entry of a judgment against Coral Reef Operating Systems, LLC d/b/a Coral Reef Nursing and Rehabilitation Center, LLC, its officers, agents, successors, and assigns, enforcing its order dated March 25, 2020, in Case No. 12-CA-238299, reported at 369 NLRB No. 47, and the Court having considered the same, it is hereby

ORDERED AND ADJUDGED by the Court that the Respondent, Coral Reef Operating Systems, LLC d/b/a Coral Reef Nursing and Rehabilitation Center, LLC, its officers, agents, successors, and assigns, shall abide by said order. (See attached Order and Appendix).

This order is issued as and for the mandate.

The Clerk is directed to close the file on this application.

NATIONAL LABOR RELATIONS BOARD

v.

CORAL REEF OPERATING SYSTEMS, LLC D/B/A
CORAL REEF NURSING AND REHABILITATION CENTER, LLC

ORDER

Coral Reef Operating Systems, LLC d/b/a Coral Reef Nursing and Rehabilitation Center, LLC, Miami, Florida, its officers, agents, successors, and assigns, shall

1. Cease and desist from
 - (a) Failing and refusing to execute a collective-bargaining agreement the Respondent reached with the Union on January 9, 2019.
 - (b) 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) Execute and adhere to the collective-bargaining agreement reached with the Union on January 9, 2019, and give retroactive effect to the terms of that agreement to March 1, 2017, in accordance with its terms, covering the Respondent's employees in the following appropriate bargaining unit:

All full-time and regular part-time CNAs, laundry employees, maintenance employees, dietary employees and housekeeping employees; excluding all registered nurses, licensed practical nurses, confidential employees, office clerical employees, guards and supervisors as defined by the Act.
 - (b) Make unit employees whole for any loss of earnings and other benefits suffered as a result of its unlawful conduct, in the manner set forth in the remedy section of the judge's decision as amended in this decision.
 - (c) Compensate unit employees for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and file with the Regional Director for Region 12, 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.

- (d) 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.
- (e) Within 14 days after service by the Region, post at its facility in Miami, Florida, copies of the attached notice marked "Appendix." Copies of the notice, on forms provided by the Regional Director for Region 12, 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. In addition to physical posting of paper notices, the notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. 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 facility 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 January 9, 2019.
- (f) 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 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 fail and refuse to execute the collective-bargaining agreement we reached with the Union on January 9, 2019.

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 execute and adhere to the collective-bargaining agreement we reached with the Union on January 9, 2019, giving retroactive effect to the terms of that agreement to March 1, 2017, in accordance with its terms, covering our employees in the following appropriate bargaining unit:

All full-time and regular part-time CNAs, laundry employees, maintenance employees, dietary employees and housekeeping employees; excluding all registered nurses, licensed practical nurses, confidential employees, office clerical employees, guards and supervisors as defined by the Act.

WE WILL make our unit employees whole for any loss of earnings and other benefits suffered as a result of our unlawful conduct, plus interest.

WE WILL compensate unit employees for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and WE WILL file with the Regional Director for Region 12, 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.

**CORAL REEF OPERATING SYSTEMS, LLC D/B/A CORAL
REEF NURSING & REHABILITATION CENTER, LLC**

The Administrative Law Judge's decision can be found at www.nlr.gov/case/12-CA-238299 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.

