



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
OFFICE OF THE GENERAL COUNSEL
Washington, D.C. 20570

January 21, 2021

Maria R. Hamilton
Clerk United States Court of
Appeals for the First Circuit
John Joseph Moakley, U.S. Courthouse
1 Courthouse Way, Suite 2500
Boston, MA 02210

*Re: NLRB v. Empresas Velázquez, Inc. and
Euro-Japón Auto Supply, Inc., a single
employer, Board Nos. 12-CA-251269, 12-
CA-258247 and 12-CA-260353*

Dear Ms. Hamilton:

I am transmitting the Board's application for entry of a judgment enforcing the Board's order upon the stipulation of the parties for a consent judgment. Included is the Board's proposed judgment. Respondent expressly consented to the entry of this judgment in a stipulation contained in the record. I am also enclosing the certified record, including the order and the underlying stipulation.

Please serve a copy of the application on Respondent, whose addresses appear on the service list. I have served a copy of the Board's application and proposed judgment on each party admitted to participate in the Board proceedings, and their names and addresses also appear on the service list.

I am counsel of record for the Board, and all correspondence should be addressed to me.

Very truly yours,

/s/ David Habenstreit

David Habenstreit
Assistant General Counsel
National Labor Relations Board
1015 Half Street, S.E.
Washington, D.C. 20570
(202) 273-2960

cc & documents to: Service List

SERVICE LIST

RESPONDENT:

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Empresas Velazquez, Inc. and Euro-Japon
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CHARGING PARTY:

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UNITED STATES COURT OF APPEALS
FOR THE FIRST CIRCUIT

NATIONAL LABOR RELATIONS BOARD	:	
	:	
Petitioner	:	No.
v.	:	
	:	Board Case Nos.:
EMPRESAS VELÁZQUEZ, INC. AND EURO-JAPÓN	:	12-CA-251269
AUTO SUPPLY, INC., a single employer	:	12-CA-258247
	:	12-CA-260353
Respondent	:	

APPLICATION FOR ENFORCEMENT OF AN ORDER
OF THE NATIONAL LABOR RELATIONS BOARD
UPON STIPULATION OF THE PARTIES FOR CONSENT JUDGMENT

To the Honorable, the Judges of the United States
Court of Appeals for the First Circuit:

The National Labor Relations Board (the “Board”), pursuant to Section 10(e) of the National Labor Relations Act, as amended (29 U.S.C. §§ 151, 160(e)), applies to this Court for enforcement of its order against Empresas Velázquez, Inc. and Euro-Japón Auto Supply, Inc., a single employer (“Respondent”), issued in Board Case Nos. 12-CA-251269, 12-CA-258247 and 12-CA-260353, on January 8, 2021. The Board is entitled to enforcement because Respondent has expressly consented to entry of this judgment in a stipulation that Respondent entered into during the proceedings before the Board. In support, the Board shows:

A. Jurisdiction of this Court

This Court has jurisdiction over this application under Section 10(e) of the Act (29 U.S.C. § 160(e)). Venue is proper in this Circuit because the activities

giving rise to this proceeding occurred in Puerto Rico. The Board’s final order issued on January 8, 2021.

**B. The Respondent Entered into a Stipulation
Providing for Entry of an Order by the
Board and a Consent Judgment by the Court**

1. The Board entered an order against Respondent pursuant to a stipulation authorizing the Board to enter an order embodying its terms. The Board’s order does not vary from those terms.

2. Paragraph VI the stipulation authorized the Board to apply to an appropriate U.S. Court of Appeals for a judgment enforcing the Board’s order and provided that Respondent “waives all defenses to the entry of the judgment . . .“

3. In support of this application, the Board is certifying and filing with this Court the record of proceedings before the Board, including the pleadings, stipulation, findings of fact, and order of the Board.

WHEREFORE, the Board respectfully requests that the Court, after serving a copy of this application upon Respondent, enter a consent judgment enforcing the Board’s order in full. A copy of the proposed consent judgment is attached.

Dated at Washington, D.C.
this 21st day of January 2021

/s/ David Habenstreit
David Habenstreit
Assistant General Counsel
National Labor Relations Board
1015 Half Street, S.E.
Washington, D.C. 20570

UNITED STATES COURT OF APPEALS
FOR THE FIRST CIRCUIT

NATIONAL LABOR RELATIONS BOARD	:	
	:	
Petitioner	:	No.
v.	:	
	:	Board Case Nos.:
EMPRESAS VELÁZQUEZ, INC. AND EURO-JAPÓN	:	12-CA-251269
AUTO SUPPLY, INC., a single employer	:	12-CA-258247
	:	12-CA-260353
Respondent	:	

JUDGMENT

THIS CAUSE was submitted upon the application of the National Labor Relations Board for the enforcement of a certain order on consent issued by it against Respondent, Empresas Velázquez, Inc. and Euro-Japón Auto Supply, Inc., a single employer, its officers, agents, successors, and assigns, on January 8, 2021, in Board Case Nos. 12-CA-251269, 12-CA-258247 and 12-CA-260353; and upon the record in that proceeding, certified and filed in this Court enforcing the order.

ON CONSIDERATION WHEREOF, it is ordered and adjudged by the United States Court of Appeals for the First Circuit that the order of the National Labor Relations Board be, and the same is hereby enforced; and that the Respondent, Empresas Velázquez, Inc. and Euro-Japón Auto Supply, Inc., a single employer, its officers, agents, successors, and assigns, abide by and perform the directions of the Board set forth in its order. (See Attached Order and Appendix)

BY THE COURT

Maria R. Hamilton, Clerk

/s/ TRUE COPY

ATTEST: _____
Maria R. Hamilton, Clerk

NATIONAL LABOR RELATIONS BOARD

v.

EMPRESAS VELÁZQUEZ, INC. AND
EURO-JAPÓN AUTO SUPPLY, INC., a single employer

ORDER

Empresas Velázquez, Inc., Cupey Bajo, San Juan, Puerto Rico, and Euro-Japón Auto Supply, Inc., Rio Piedras, Puerto Rico, its officers, agents, successors, and assigns shall

1. Cease and desist from

- (a) Failing or refusing to meet and bargain in good faith at reasonable times and places with International Association of Machinists and Aerospace Workers, AFL-CIO (the Union) as the exclusive collective-bargaining representative of the Respondent's employees in the below-described appropriate bargaining unit, concerning rates of pay, wages, hours of work, and other terms and conditions of employment of unit employees:

All regular full-time and part-time salesmen employed by the Respondent at its facilities located at 845 Street KM .6, Cupey Bajo, San Juan, PR and Urb. Industrial Victor Fernandez, Calle 1 Lote 10, Rio Piedras, Puerto Rico, excluding all other employees, clerical employees, warehouse employees, managers and supervisors as defined in the Act.

- (b) Changing assignments of routes or customers to unit employees, reducing the compensation of unit employees, laying off or failing to recall unit employees, reclassifying unit employees as non-unit employees, assigning unit work to non-unit employees or personnel, or making other changes to the wages, hours, and other terms and conditions of employment of employees in the above unit, without first giving the Union notice and an opportunity to bargain with the Respondent with respect to this conduct and/or the effects of this conduct, and, to the extent required by law, without first reaching a collective-bargaining agreement with the Union or bargaining with the

Union to an overall impasse in negotiations for a collective-bargaining agreement.

- (c) Failing to cloak the Respondent's bargaining representatives with authority to enter into binding agreements with respect to negotiations for a collective-bargaining agreement with the Union.
- (d) Failing or refusing to furnish, or unreasonably delaying in furnishing the Union with requested information that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of the Respondent's employees in the above-described bargaining unit.
- (e) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of the rights guaranteed under Section 7 of the Act.

2. Take the following affirmative actions necessary to effectuate the policies of the Act:

- (a) By no later than November 20, 2020, offer José A. Adorno Román, Pedro Cebollero Badillo, Manuel X. Cruz Ramos, Antonio Díaz Belgodere, Wilson Guzmán Postigo, Edgardo Negrón Oliveras, Angel L. Pérez Serrano, Antonio Riquelme Muñiz, Juan C. Rivera Juanatey, Samuel Vázquez Muñiz, and Juan Vergara Cruz immediate and full reinstatement to their former jobs, without prejudice to their seniority or any other rights or privileges previously enjoyed.¹
- (b) By no later than November 20, 2020, reclassify employees Anibal Rios and Mario Navarro to the bargaining unit job classification of salesman, and restore to unit employees all unit work that had been transferred to non-unit employees or personnel since April 1, 2020.²

¹ If the Respondent fails to comply with the terms of paragraph 2(a) of this Order by November 20, 2020, then the Respondent is required to do so within 14 days from the date of issuance of the Board's Order herein, to the extent not already done.

² If the Respondent fails to comply with the terms of paragraph 2(b) of this Order by November 20, 2020, then the Respondent is required to do so within 14 days from the date of issuance of the Board's Order herein.

(c) In accordance with the terms of the below Backpay Installment Terms made a part hereof, make whole José A. Adorno Román, Pedro Cebollero Badillo, Manuel X. Cruz Ramos, Antonio Díaz Belgodere, Wilson Guzmán Postigo, Edgardo Negrón Oliveras, Angel L. Pérez Serrano, Antonio Riquelme Muñiz, Juan C. Rivera Juanatey, Samuel Vázquez Muñiz, and Juan Vergara Cruz for any loss of earnings and other benefits resulting from their layoffs, the reclassification of unit employees as non-unit employees, and assignment of unit work to non-unit employees or personnel, since April 1, 2020, and changes in the assignments of routes and customers and the reduction of compensation since September 27, 2019, less any net interim earnings, plus interest, and for reasonable search-for-work and interim employment expenses, plus interest, by payment to them of the amounts opposite each of their names.³ The Respondent will make proper tax withholding from the backpay amounts, pay its matching FICA tax contributions on the backpay amounts, submit proper tax payments and reports to tax authorities, and provide a tax report to the employees to use in filing of their income tax returns. No withholdings shall be made from the interest payments. The Respondent shall deliver all payments to National Labor Relations Board, Subregion 24, 525 F.D. Roosevelt Avenue, La Torre de Plaza, Suite 1002, San Juan, Puerto Rico 00918-1002, so that the payments are received in accordance with the terms of the Backpay Installment Payment Agreement attached hereto and marked “Appendix A.”⁴

³ If any of the named employees entitled to make whole relief cannot be located within one year of receipt of payment by Subregion 24, the Regional Director will have sole discretion to redistribute the amounts for the missing individual(s) to the located individuals who are entitled to make whole relief, provided no individual receives more than 100% of the backpay or other remedial monies he or she is owed.

⁴ If the Respondent fails to comply with the terms of paragraphs 2(a), 2(b) and/or 2(c) of this Order in accordance with the terms of the attached Backpay Installment Payment Agreement marked “Appendix A”, then, to the extent not already paid, the Respondent shall make whole José A. Adorno Román, Pedro Cebollero Badillo, Manuel X. Cruz Ramos, Antonio Díaz Belgodere, Wilson Guzmán Postigo, Edgardo Negrón Oliveras, Angel L. Pérez Serrano, Antonio Riquelme Muñiz, Juan C. Rivera Juanatey, Samuel Vázquez Muñiz, and Juan Vergara Cruz by payments of the amounts set forth in the Backpay Installment Agreement

- (d) Within 14 days from the date of the Board’s Order, compensate José A. Adorno Román, Pedro Cebollero Badillo, Manuel X. Cruz Ramos, Antonio Díaz Belgodere, Wilson Guzmán Postigo, Edgardo Negrón Oliveras, Angel L. Pérez Serrano, Antonio Riquelme Muñiz, Juan C. Rivera Juanatey, Samuel Vázquez Muñiz, and Juan Vergara Cruz 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, a report allocating the backpay awards to the appropriate calendar years for each employee.⁵
- (e) Within 14 days from the date of the Board’s Order, remove from its records all references to the layoffs of José A. Adorno Román, Pedro Cebollero Badillo, Manuel X. Cruz Ramos, Antonio Díaz Belgodere, Wilson Guzmán Postigo, Edgardo Negrón Oliveras, Angel L. Pérez

attached hereto and marked “Appendix A,” plus make whole said employees for any additional loss of earnings and other benefits resulting from the Respondent’s: (a) failure to recall them to work from April 1, 2020, until those employees receive valid offers of reinstatement, (b) failure to restore to unit employees all unit work that was transferred to non-unit employees or personnel since April 1, 2020; and (c) failure to rescind reductions in the compensation of Manuel X. Cruz Ramos and Juan C. Rivera Juanatey resulting from changes in their assignments of routes and customers since September 27, 2019, less any net interim earnings paid, plus interest, and shall make whole said employees for reasonable search-for-work and interim employment expenses, plus interest. Backpay shall be computed in accordance with *F.W. Woolworth Co.*, 90 NLRB 289 (1950), with interest as prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB 6 (2010). In accordance with *King Soopers, Inc.*, 364 NLRB No. 93 (2016), enfd. in pertinent part 859 F.3d 23 (D.C. Cir. 2017), affected employees shall be compensated for their search-for-work and interim employment expenses regardless of whether those expenses exceed interim earnings. Search-for-work and interim employment expenses shall be calculated separately from taxable net backpay, with interest at the rate prescribed in *New Horizons*, supra, compounded daily as prescribed in *Kentucky River Medical Center*, supra.

⁵ See *AdvoServ of New Jersey, Inc.*, 363 NLRB No. 143 (2016). The compensation requirement of paragraph 2(d) shall be satisfied by full compliance with the terms of the Backpay Installment Payment Agreement attached hereto and marked “Appendix A.”

Serrano, Antonio Riquelme Muñiz, Juan C. Rivera Juanatey, Samuel Vázquez Muñiz, and Juan Vergara Cruz, and within three days thereafter, notify them in writing that this has been done and their layoffs will not be used against them in any way.

- (f) Upon request from the Union, bargain with the Union about the effects of the changes to the assignments of routes and customers of unit employees that were made on or about September 27, 2019.
- (g) Upon request, meet and bargain in good faith with the Union at reasonable times and places with respect to wages, hours and other terms and conditions of employment of its employees in the above-described bargaining unit until a complete collective-bargaining agreement or a bona fide impasse in bargaining is reached, or until the Union agrees to a respite in bargaining, and if an understanding is reached, embody the understanding in a signed written agreement with the Union. Upon the Union's request, bargaining sessions shall be held between the Respondent and the Union for a minimum of twenty (20) hours per month, and for at least five (5) hours per bargaining session, or, in the alternative, on another schedule to which the Union agrees. There is no maximum amount of time per month or per bargaining session during which bargaining shall be held. To ensure that the employees in the above bargaining unit are accorded the services of the Union, their selected bargaining agent, for the period provided by law, the Board shall construe the initial period of the certification of the Union as beginning on the date the Respondent begins to bargain in good faith with the Union.⁶
- (h) Prepare written bargaining progress reports every fifteen (15) days and promptly submit them to the Regional Director for Region 12 and serve the reports on the Union.
- (i) Within 14 days of the date of the Board's Order, furnish the Union with the following information that it requested on April 24, 2020:

⁶ *Mar-Jac Poultry Co.*, 136 NLRB 785 (1962); accord *Burnett Construction Co.*, 149 NLRB 1419, 1421 (1964), enfd. 350 F.2d 57 (10th Cir. 1965); *Lamar Hotel*, 140 NLRB 226, 229 (1962), enfd. 328 F.2d 600 (5th Cir. 1964), cert. denied 379 U.S. 817 (1964).

- (1) Who makes the sales and collections at this time during Covid-19?
 - (2) From the beginning of the quarantine to the present, copies of the payrolls of the companies for each salesperson.
 - (3) Copies of sales orders generated from the Respondent's website or other order method and billing.
 - (4) Copies of pickup orders picked up at the warehouse and delivered to customers by any delivery company.
- (j) Within 14 days of the date of the Board's Order, furnish the Union with the following information that it requested on May 22, 2020:
- (1) Who did the analysis of the economic situation affecting the Respondent, as mentioned by the Respondent in its April 30, 2020 letter?
 - (2) When was it decided to perform the analysis of the economic situation affecting the Respondent?
 - (3) Who gave the order to perform the analysis of the economic situation affecting the Respondent?
 - (4) Copies of any documents explaining the parameters or results of the "analysis of the economic situation affecting [the] Respondent."
 - (5) Regarding the Respondent's May 19, 2020 letter, who decided the "technological changes" to be implemented?
 - (6) Regarding the Respondent's May 19, 2020 letter, who gave the order to implement the technological changes?
 - (7) Regarding the Respondent's May 19, 2020 letter, what are the alternatives that were evaluated by the Respondent?
 - (8) Why did the Respondent decide not to select the alternatives it evaluated?

- (9) Copies of any documents showing the “alternatives” that were evaluated by the Respondent.
- (10) Regarding the Respondent’s May 19, 2020 letter, any documents that show the structure of the sales department before making the "technological changes," such as a schematic departmental organization, including, if they exist, the job descriptions for the salespersons.
- (11) Regarding the Respondent’s May 19, 2020 letter, any document(s) showing the structure of the sales department after making the "technological changes," such as, for example, an outline of departmental organization.
- (12) Regarding the Respondent’s May 19, 2020 letter, documents showing the decision to "restructure" the sales or showing changes in the sales department, including any analysis, studies, audits, or summaries with respect to these decisions, including whether they concern the financial or competitive standing of the business.
- (13) Regarding the Respondent’s May 19, 2020 letter, explain what you mean by the phrase “the increasing tendency of our clients to adapt to the technological changes.”
- (14) When was the last time that your clients adopted a technological change that resulted in the layoff of salespersons?
- (k) Within 14 days of service by the Region, post at its facilities located at 845 Street KM. 6, Cupey Bajo, San Juan, Puerto Rico and Urb. Industrial Victor Fernandez, Calle 1 Lote 10, Rio Piedras, Puerto Rico, copies of the attached notice marked “Appendix B” in both English and Spanish. Copies of the notice, on forms provided by the Region after being signed by the Respondent’s authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. If the Respondent’s place of business is currently closed and a substantial number of employees are not reporting to the facility due to the Coronavirus pandemic or is operating with less than a substantial complement of employees, the 60 consecutive day period for posting will begin when the Respondent’s

place of business reopens and a substantial complement of employees have returned to work. For purposes of this notice posting, a substantial complement of employees is at least 50% of the total number of employees employed by the Respondent prior to closing its business due to the Coronavirus pandemic. The Respondent will keep all Notices posted for 60 consecutive days after the initial posting. In addition to physical posting of paper notices, the Respondent shall distribute notices electronically, by email, posting on an intranet or internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. The Respondent will take reasonable steps 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 any of the facilities involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current and former employees in the above bargaining unit employed by the Respondent at any time since September 27, 2019.

- (l) Preserve and, within 14 days of a request by the Region, 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 sales records, records of commission payments, 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.

- (m) Within 21 days after service by the Region, the Respondent shall 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 A - BACKPAY INSTALLMENT PAYMENT AGREEMENT

In full satisfaction of all monetary obligations owed in Cases 12-CA-251269, 12-CA-258247 and 12-CA-260353, **Empresas Velázquez, Inc. and Euro-Japón Auto Supply, Inc.** shall pay backpay in the total amount of **\$205,039.26** (including applicable interest and excess tax), in 3 monthly installment payments, until fully paid. The first installment payment shall be in the total amount of \$83,328.61, the second installment payment shall be in the total amount of \$60,855.33, and the third and final installment payment shall be made in the total amount of \$60,855.33. The payments shall be made on or before the following due dates:

Payment No.	Due Date
1	November 20, 2020
2	December 21, 2020
3	January 20, 2021

Empresas Velázquez, Inc. and Euro-Japón Auto Supply, Inc. shall make the installment payments to the employees in the amounts set forth opposite their respective names on the below chart:

Name of Employee	Payment No. 1 (Backpay)	Payment No. 1 (Interest & Excess Tax)	Payment No. 2 (Backpay)	Payment No. 3 (Backpay)
José A. Adorno Román	\$5,966.44	\$122.73	\$4,474.83	\$4,474.83
Pedro Cebollero Badillo	\$2,901.80	\$54.85	\$2,176.34	\$2,176.34
Manuel X. Cruz Ramos	\$12,420.34	\$435.29	\$9,315.02	\$9,315.02
Antonio Díaz Belgodere	\$8,887.39	\$181.21	\$6,665.54	\$6,665.54
Wilson Guzmán Postigo	\$5,250.95	\$107.28	\$3,938.21	\$3,938.21
Edgardo Negrón Oliveras	\$5,718.01	\$113.47	\$4,288.50	\$4,288.50
Angel L. Pérez Serrano	\$6,813.76	\$132.67	\$5,110.32	\$5,110.32
Antonio Riquelme Muñiz	\$3,384.32	\$66.98	\$2,538.24	\$2,538.24
Juan C. Rivera Juanatey	\$20,929.00	\$776.95	\$15,696.75	\$15,696.75
Samuel Vázquez Molina	\$1,635.51	\$45.17	\$1,226.63	\$1,226.63
Juan Vergara Cruz	\$7,233.26	\$151.56	\$5,424.94	\$5,424.94

In consideration of the Board granting this installment payment schedule, **Empresas Velázquez, Inc. and Euro-Japón Auto Supply, Inc.**, further agrees

that in the event of any failure to make a scheduled payment, and to cure any such failure within fourteen (14) days, the total amount of backpay, interest and excess tax liability shall become immediately due and payable.

**EMPRESAS VELÁZQUEZ, INC. AND
EURO-JAPÓN AUTO SUPPLY, INC.,
A SINGLE EMPLOYER**

APPENDIX B

NOTICE TO EMPLOYEES

**POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government**

**PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER
AND A CONSENT JUDGMENT OF ANY APPROPRIATE
UNITED STATES COURT OF APPEALS**

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join, or assist a union;

Choose a representative 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 or refuse to meet and bargain in good faith at reasonable times and places with International Association of Machinists and Aerospace Workers, AFL-CIO (the Union) as the exclusive collective-bargaining representative of our employees in the below-described appropriate bargaining unit, concerning rates of pay, wages, hours of work, and other terms and conditions of employment of unit employees:

All regular full-time and part-time salesmen employed by the Employer at its facilities located at 845 Street KM .6, Cupey Bajo, San Juan, PR and Urb. Industrial Victor Fernandez, Calle 1 Lote 10, Rio Piedras, Puerto Rico, excluding all other employees, clerical employees, warehouse employees, managers and supervisors as defined in the Act.

WE WILL NOT change assignments of routes or clients of unit employees, reduce the compensation of unit employees, lay off or fail to recall unit employees, reclassify unit employees as non-unit employees, assign unit work to non-unit employees or personnel, or make other changes to the wages, hours, and other terms and conditions of employment of employees in the above unit, without first giving the Union notice and an opportunity to bargain with us with respect to this conduct and/or the effects of this conduct, and, to the extent required by law, without first reaching a collective-bargaining agreement with the Union or bargaining with the Union to an overall impasse in negotiations for a collective-bargaining agreement.

WE WILL NOT fail to cloak our bargaining representatives with authority to enter into binding agreements with respect to negotiations for a collective-bargaining agreement with the Union.

WE WILL NOT fail or refuse to furnish, or unreasonably delay in furnishing, the Union with requested information that is relevant and necessary to the Union's performance of its function as the exclusive collective-bargaining representative of our employees in the above-bargaining unit.

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 offer José A. Adorno Román, Pedro Cebollero Badillo, Manuel X. Cruz Ramos, Antonio Díaz Belgodere, Wilson Guzmán Postigo, Edgardo Negrón Oliveras, Angel L. Pérez Serrano, Antonio Riquelme Muñiz, Juan C. Rivera Juanatey, Samuel Vázquez Muñiz, and Juan Vergara Cruz immediate and full reinstatement to their former jobs, or if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.

WE WILL reclassify Anibal Rios and Mario Navarro to the bargaining unit job classification of salesman, and restore to unit employees all unit work that was transferred to non-unit employees or personnel since April 1, 2020.

WE WILL make whole José A. Adorno Román, Pedro Cebollero Badillo, Manuel X. Cruz Ramos, Antonio Díaz Belgodere, Wilson Guzmán Postigo, Edgardo Negrón Oliveras, Angel L. Pérez Serrano, Antonio Riquelme Muñiz, Juan C. Rivera Juanatey, Samuel Vázquez Muñiz, and Juan Vergara Cruz for any loss of earnings and other benefits resulting from their layoffs and our failure to recall them to work since April 1, 2020, changes in the assignments of their routes or clients and reduction of their compensation since September 27, 2019, and the reclassification of unit employees as non-unit employees and assignment of unit work to non-unit employees or personnel since April 1, 2020, less any net interim earnings, plus interest, and **WE WILL** also make those employees whole for reasonable search-for-work and interim employment expenses, plus interest.

WE WILL compensate José A. Adorno Román, Pedro Cebollero Badillo, Manuel X. Cruz Ramos, Antonio Díaz Belgodere, Wilson Guzmán Postigo, Edgardo Negrón Oliveras, Angel L. Pérez Serrano, Antonio Riquelme Muñiz, Juan C. Rivera Juanatey, Samuel Vázquez Muñiz, and Juan Vergara Cruz 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, a report allocating the backpay awards to the appropriate calendar years for each employee.

WE WILL remove from our records all references to the layoffs of José A. Adorno Román, Pedro Cebollero Badillo, Manuel X. Cruz Ramos, Antonio Díaz Belgodere, Wilson Guzmán Postigo, Edgardo Negrón Oliveras, Angel L. Pérez Serrano, Antonio Riquelme Muñiz, Juan C. Rivera Juanatey, Samuel Vázquez Muñiz, and Juan

Vergara Cruz, and within three days thereafter, notify them in writing that this has been done and their layoffs will not be used against them in any way.

WE WILL, upon request from the Union, bargain with the Union about the effects of the changes to the assignments of routes and customers of unit employees that were made on or about September 27, 2019.

WE WILL meet and bargain in good faith with the Union, at reasonable times and places with respect to wages, hours and other terms and conditions of employment of its employees in the above-described bargaining unit until a complete collective-bargaining agreement or a bona fide impasse in bargaining is reached, or until the Union agrees to a respite in bargaining, and if an understanding is reached, **WE WILL** embody the understanding in a signed written agreement with the Union. Upon the Union’s request, bargaining sessions shall be held for a minimum of twenty (20) hours per month, and for at least five (5) hours per bargaining session, or, in the alternative, on another schedule to which the Union agrees. There is no maximum amount of time per month or per bargaining session during which bargaining shall be held. The initial year of certification of the Union has been extended for an additional 12 months from the date we begin to bargain in good faith with the Union.

WE WILL prepare written bargaining progress reports every fifteen (15) days and promptly submit them to the Regional Director for Region 12 and serve copies of the reports on the Union.

WE WILL promptly furnish the Union with the information that it requested on April 24, 2020 and May 22, 2020.

**EMPRESAS VELÁZQUEZ, INC. and
EURO-JAPÓN AUTO SUPPLY, INC.,
a single employer**

Dated: _____ **By:** _____
(Representative) (Title)

The Board’s decision can be found at <https://www.nlr.gov/case/12-CA-251269> 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 St., S.E., Washington, D.C. 20570, or by calling (202) 273-1940.



UNITED STATES COURT OF APPEALS
FOR THE FIRST CIRCUIT

NATIONAL LABOR RELATIONS BOARD	:	
	:	
Petitioner	:	No.
v.	:	
	:	Board Case Nos.:
EMPRESAS VELÁZQUEZ, INC. AND EURO-JAPÓN	:	12-CA-251269
AUTO SUPPLY, INC., a single employer	:	12-CA-258247
	:	12-CA-260353
Respondent	:	

CERTIFICATE OF THE NATIONAL LABOR RELATIONS BOARD

The National Labor Relations Board, by its Executive Secretary, authorized by Section 102.115, Rules and Regulations of the National Labor Relations Board, Series 8 (29 C.F.R.), certifies that the documents annexed hereto constitute the entire record of a proceeding had before the Board and known upon its records as Case Nos. 12-CA-251269, 12-CA-258247 and 12-CA-260353.

The attached documents are as follows:

<u>Date</u>	<u>Document Description</u>	<u>Pages</u>
01/08/2021	Decision and Order, <i>Empresas Velázquez, Inc. and Euro-Japón Auto Supply, Inc., a single employer and International Association of Machinists and Aerospace Workers, AFL-CIO</i> , Case Nos. 12-CA-251269, 12-CA-258247 and 12-CA-260353	13
11/16/2020	Formal Settlement Stipulation, <i>Empresas Velázquez, Inc. and Euro-Japón Auto Supply, Inc., a single employer and International Association of Machinists and Aerospace Workers, AFL-CIO</i> , Case Nos. 12-CA-251269, 12-CA-258247 and 12-CA-260353 with Exhibits	50

IN TESTIMONY WHEREOF, the Executive Secretary of the National

Labor Relations Board, being duly authorized, has hereunto set her hand and affixed the seal of the National Labor Relations Board in the city of Washington, District of Columbia, this 21st day of January, 2021.

/s/ Roxanne Rothschild
Roxanne Rothschild
Executive Secretary
NATIONAL LABOR RELATIONS BOARD

(seal)

UNITED STATES COURT OF APPEALS
FOR THE FIRST CIRCUIT

NATIONAL LABOR RELATIONS BOARD :
 :
 :
 Petitioner : No.
 v. :
 : Board Case Nos.:
 EMPRESAS VELÁZQUEZ, INC. AND EURO-JAPÓN : 12-CA-251269
 AUTO SUPPLY, INC., a single employer : 12-CA-258247
 : 12-CA-260353
 Respondent :

CERTIFICATE OF SERVICE

The undersigned certifies that one copy each of the Board's application for enforcement, proposed judgment, appearance of counsel form, and certificate of record, in the above case, has this day been served by first class mail upon the following parties at the addresses listed below:

Miriam Velazquez Flores, Pres.
Empresas Velazquez, Inc. and Euro-
Japon Auto Supply, Inc., a single
employer
PO Box 191538
San Juan, PR 00919-1538

Luis R. Perez Giusti Esq.
Adsuar, Muniz, Goyco, Seda &
Perez-Ochoa, P.S.C.
PO Box 70294
San Juan, PR 00936-8294

/s/ David Habenstreit
David Habenstreit
Assistant General Counsel
National Labor Relations Board
1015 Half Street, S.E.
Washington, D.C. 20570

Dated at Washington, D.C.
this 21st day of January, 2021