

UNITED STATES GOVERNMENT
National Labor Relations Board
Region 24



Memorandum

To: Marta M. Figueroa, R.D.
Efraín Rivera-Vega R.A.

From: Ana B. Ramos, Field Attorney 

Date: September 17, 2012

Case: Saint Luke's Memorial Hospital Inc., d/b/a Hospital Episcopal San Lucas
Ponce
Cases 24-CA-0713204 and 24-CA-076352

 9/27/12

Enclosed bilateral Formal Settlement Agreement executed by the parties in the above referenced cases for your consideration. As per the Agenda Committee's determination a Formal Settlement Agreement was pursued as a condition to settle these cases, which required extensive settlement efforts in order for the Employer to accept the terms of the Formal Settlement. I'm recommending its approval as the Agreement complies with the Agenda Committee's requirements and provides for a full remedy of all the outstanding allegations¹ of the Order Consolidating Cases, Consolidated Amended Complaint and Amended Notice of Hearing², such as furnishing requested information, rescission of the alleged unilaterally changes, payment of corresponding back-pay and posting of the Notice to Employees. The Settlement provides for both a Board Order and a Court Judgment.

With regard to the back pay for the Christmas Bonus, it should be noted that the calculations consisted in the difference between the amounts received in December 2011

¹ In that regard, it is noted that the Charging Party's request for the withdrawal of the allegation concerning an alleged change in the vacation policy was approved. This allegation was included as paragraph 2 (b) of the amended charge filed on June 28, 2012 by the Charging Party and included at page 9, paragraph 16 (e) of the Order Consolidating Cases, Consolidated Amended Complaint and Amended Notice of Hearing dated August 7, 2012. See Exhibit 1(i) of the Formal Settlement Agreement.

² It should be noted that in the Order Consolidating Cases, Consolidated Amended Complaint and Amended Notice of Hearing, at page 4 paragraph 7, the number of the case in which the recognition of the Union as the exclusive bargaining representative of the employees in the appropriate units was embodied, was erroneously identified as Case 24-CA-11688 et al, rather than Case 24-CA-10618 et al. As the mistake was discovered at the latest stages of the settlement discussions and both parties were in agreement that the mistake should be corrected, so it would not carry over for future reference, the Formal Settlement Agreement executed by the parties, at page 6 paragraph 2, reflects the correct number of the Case as 24-CA-10618 et al. It is further noted that the hearing in these cases was scheduled to start Tuesday September 18, 2012 and the Formal Settlement Agreement was executed on Friday 14, 2012, a date too close in time to the hearing date for the issuance of an amended complaint.

by the unit employees in the three units and those amounts received by non-unit employees in the same positions in December 2011.³ As indicated in the Settlement and Appendix to the Notice to Employees the employees in the units will receive the amount of \$41,170.00 plus interest for a total of \$42,154.00 as backpay for the deficiency in the payment of the Christmas Bonus for year 2011. As to the calculation of the deficiency in the payment of the overtime to the graduate nurses at a double rate rather than at one and a half, the back pay was computed by adding ½ at the employee's salary rate to the amounts already paid by Respondent to those employees.⁴ The back pay calculation is \$764.03 plus interest to be distributed among 21 employees.⁵

With regard to the three employees that were required to work an additional half an hour per day without pay, the evidence reflected that the change was implemented on February 6, 2012 and rescinded on April 19, 2012.⁶ Therefore, the back pay was calculated by adding ½ of an hour during said period of time at the employees' salary rate.⁷ Pursuant to the settlement Migdalia Borgos will receive \$343.59, Iris Monroig will receive \$263.98 and Israel Vargas will receive \$231.77, for a total of \$839.34 which includes legal interest.

Finally, with regard to the Holidays, the back pay was calculated by identifying those employees that worked during the Holidays in December 2011 and January 2012 and calculating the number of days worked by each of those unit employees. The remedy as to this allegation consisted in crediting those unit employees the equivalent of the days worked during the holidays as accrued annual leave for future use, which in total equated to 77 days among 56 employees.⁸ This arrangement, of crediting annual leave, was

³ The evidence reflected that the past practice was to pay the same amount of Christmas Bonus to unit and non unit employees. During pretrial preparation all the employees interviewed admitted that the Christmas Bonus paid by Respondent since about 2003 when the contracts expired had changed, but all agreed that Respondent's practice was to pay the unit employees the same amount than to non-unit employees in the same positions.

⁴ It is noted that although the Respondent submitted payrolls records and time cards reports, which were carefully examined, the same failed to be helpful for the computation of overtime for the graduate nurses, as there are substantial amounts of graduate nurses with permanent shifts of 12 hours and/ on call shifts, and it was extremely difficult to determine which of those hours reflected in the payroll and/or time cards in excess of an 8 hours daily schedule constitute payable overtime. During settlement efforts two meetings were held with Respondent during which the only discussion was over payroll records.

⁵ It is noted that as part of the investigation several graduate nurses testified in support of this allegation and some of them admitted that they did not work overtime during the period at issue. Although couple of the graduate nurses testified that the Respondent had paid them overtime incorrectly, they failed to provide paystubs or specific dates in order to corroborate said information versus payrolls. It is noted that the unit of graduate nurses is in excess of 100 employees.

⁶ Israel Vargas was the only employee that offered a sworn statement as to this allegation during the investigation of these cases and identified by the Union as affected by this change. The other two employees were identified by Respondent during settlement discussion. As part of the pretrial preparation Vargas admitted that the change was rescinded in April 19, 2012 and Respondent submitted payroll records to this effect. The Union was provided with the back pay information to verify it.

⁷ No evidence was submitted to show that other than three employees, anyone else was affected by this change.

⁸ During the investigation of the case only two employees testified in support of this allegation, so the identification of the alleged discriminatees was performed through examination of payroll records and discussions with Respondent

reached as the Respondent contended that its financial situation did not allow it for payment for 77 additional days.⁹

It is noted that the Union was provided with the back pay calculation prior to the execution of the agreement and did not contest our numbers or provided information to the contrary and/or requested corrections. Rather, the Union was satisfied with our calculations.¹⁰

⁹ The Respondent contended that the remedy sought as to this allegation was double compensation, as the employees although not allowed the option of having double pay for working on a holiday, in fact enjoyed another day off.

¹⁰ It should be noted that the calculations of backpay which is indispensable for entering into a Formal Settlement was possible to great extent due to the Respondent's willingness to produce extensive documentary evidence and entertained prolonged settlement discussions including joint examination of payroll records.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

SAINT LUKE'S MEMORIAL HOSPITAL,
INC. d/b/a HOSPITAL EPISCOPAL SAN
LUCAS PONCE

and

UNIDAD LABORAL DE ENFERMEROS/AS Y
EMPLEADOS DE LA SALUD

CASES 24-CA-071324
24-CA-076352

FORMAL SETTLEMENT STIPULATION

I. INTRODUCTION

Through this formal settlement stipulation, the parties to this proceeding Saint Luke's Memorial Hospital, Inc. d/b/a Hospital Episcopal San Lucas Ponce (Respondent), Unidad Laboral de Enfermeros(as) y Empleados de la Salud (Charging Party), and the Acting General Counsel of the National Labor Relations Board agree that, upon approval of this stipulation by the Board, a Board Order in conformity with its terms will issue and a court judgment enforcing the Order will be entered. The parties also agree to the following:

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II. JURISDICTION

1. Respondent is a Puerto Rico corporation with an office and place of business in Ponce, Puerto Rico, herein called the Hospital, and has been engaged in the operation of a hospital providing acute health care services.
2. During the past 12-month period, Respondent, in conducting its business operations at the Hospital, derived gross revenues in excess of \$250,000.

3. In conducting its business operations Respondent purchased and received at its Hospital goods valued in excess of \$50,000 directly from outside the Commonwealth of Puerto Rico.

4. Respondent is now, and has been at all material times, an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act and has been a health care institution within the meaning of the Section 2(14) of the Act.

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III. LABOR ORGANIZATION STATUS

The Charging Party is a labor organization within the meaning of Section 2(5) of the Act.

IV. PROCEDURE

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1. FILING AND RECEIPT OF CHARGES.

(a) The charge in Case 24-CA-071324 was filed by the Union on December 23, 2011, and a copy was served by regular mail on Respondent on the same date.

(b) The first amended charge in Case 24-CA-071324 was filed by the Union on February 17, 2012, and a copy was served by regular mail on Respondent on February 22, 2012.

(c) The second amended charge in Case 24-CA-071324 was filed by the Union on June 27, 2012, and a copy was served by regular mail on Respondent on June 28, 2012.

(d) The charge in Case 24-CA-076352 was filed by the Union on March 12, 2012, and a copy was served by regular mail on Respondent on that same date.

(e) The first amended charge in Case 24-CA-076352 was filed by the Union on May 15, 2012, and a copy was served by regular mail on Respondent on May 16, 2012.

(f) The second amended charge in Case 24-CA-076352 was filed by the Union on June 28, 2012, and a copy was served by regular mail on Respondent on that same date.

2. ISSUANCE OF COMPLAINT. On June 29, 2012, the Regional Director for Region 24 of the Board issued an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing in Cases 24-CA-071324 and 24-CA-076352, alleging that the Respondent violated the National Labor Relations Act. Subsequently, on August 7, 2012, the Regional Director for Region 24 of the Board issued an Order Consolidating Cases, Consolidated Amended Complaint and Amended Notice of Hearing in the above mentioned cases. Respondent and the Charging Party each acknowledge receipt of a copy of the Order Consolidating Cases, Consolidated Amended Complaint and Notice of Hearing in Cases 24-CA-071324 and 24-CA-076352 dated June 29, 2012 and the Order Consolidating Cases, Consolidated Amended Complaint and Amended Notice of Hearing in Cases 24-CA-071324 and 24-CA-076352 dated August 7, 2012.
3. ANSWER TO THE COMPLAINT. By entering into this stipulation, the parties agree that the Answer to the Consolidated Complaint filed by Respondent on or about July 12, 2012 and the Answer to the Amended Consolidated Complaint on or about on August 21, 2012 are withdrawn.
4. WAIVER. All parties waive the following: (a) filing of answer; (b) hearing; (c) administrative law judge decision; (d) filing of exceptions and briefs; (e) oral argument before the Board; (f) the making of findings of fact and conclusions of law by the Board; and (g) all other proceedings to which the parties may be entitled under the Act or the Board's Rules and Regulations.
5. THE RECORD. The entire record in this matter consists of the following documents: this stipulation; the charges and amended charges in the cases specified in paragraph IV of this stipulation; the Order Consolidating Cases, Consolidated Complaint and Notice of Hearing in Cases 24-CA-071324 and 24-CA-076352 and

the Order Consolidating Cases, Consolidated Amended Complaint and Amended Notice of Hearing issued by the Regional Director for Region 24 on August 7, 2012, in Cases 24-CA-071324 and 24-CA-076352 and Partial Withdrawal Request in case 24-CA-071324. Copies of the aforementioned charges, the Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, the Order Consolidating Cases, Consolidated Amended Complaint and Amended Notice of Hearing and the Partial Withdrawal Request in Case 24-CA-071324 are attached hereto as Exhibits 1(a) through 1(i).

6. ENTIRE AGREEMENT. This stipulation constitutes the entire agreement between the parties and there is no agreement of any kind, verbal or otherwise, that alters or adds to it.

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7. SCOPE OF THE STIPULATION AND RESERVATION OF EVIDENCE. This stipulation settles only the allegations in the above-captioned cases and does not constitute a settlement of any other cases or matters. It does not preclude persons from filing charges, the General Counsel from prosecuting complaints or the Board and the courts from finding violations with respect to matters which precede the date of the approval of this stipulation, regardless of whether those matters are known to the General Counsel or are readily discoverable. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned cases for any relevant purpose in the litigation of this or any other cases, and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence.

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8. EFFECTIVE DATE.

This stipulation is subject to the approval of the Board and it shall be effective *nunc pro tunc* to the date of execution of the Stipulation, immediately upon approval by the Board.

The Regional Director will file this stipulation with the Board and the documents constituting the record as described above.

V. FACTS

1. The following employees of Respondent, herein "the Units," constitute units appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

Unit A

Included: All registered nurses employed by Respondent for its cardiovascular operations at the Cardiovascular Department in its Hospital located in Ponce, Puerto Rico, performing duties of registered nurses, including the head nurses.

Excluded: All other employees, executives, administrators, supervisors, nurses in services training, and any other person who is authorized, on behalf of Respondent to hire, dismiss, promote, discipline and/or in any other way to vary the status of the employees, and/or to effectively recommend any such action including the Nurse Services Director and its assistant.

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Unit B

Included: All practical nurses employed by Respondent for its cardiovascular operations at the Cardiovascular Department in its Hospital located in Ponce, Puerto Rico.

Excluded: All other employees, including executives, administrators, professionals, technicians, clerks, maintenance employees, laundry employees, cooks, nurses in training process, graduate nurses, drivers, warehouse employees, pharmacy assistants, cafeteria employees, guards and supervisors as defined in the Act.

Unit C

Included: All office clerical employees and surgery room technicians employed by Respondent

at its Cardiovascular Department located in Ponce, Puerto Rico.

Excluded: Administrative and executive employees, the secretaries for the administrator, the secretary for the medical director, the secretary to the personnel director, the secretary for the Comptroller, the secretary for the nursing director, professional personnel, registered nurses, licensed practical nurses, occasional and part-time X-ray technicians, X-ray technicians not within the Cardiovascular Department, guards and supervisors as defined in the Act; and any other person who is authorized on behalf of Respondent to hire, promote, dismiss, discipline and in any other way to vary the status of the employees, and to effectively recommend any such action, advisors and directors, and employees included in other collective bargaining units at the Employer's Hospital.

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2. (a) Since about March 3, 2008, and at all material times, the Union has been the designated exclusive collective-bargaining representative of the employees in Unit A, Unit B, and Unit C, and since then the Union has been recognized as the representative by Respondent. This recognition has been embodied in an informal Settlement Agreement executed by the parties and approved by the undersigned Regional Director on March 3, 2008 in Cases 24-CA-11688, et al.

b) At all times since March 3, 2008, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Units.

3. At all material times Calviné Tua held the position of Respondent's Human Resources Director, and has been a supervisor of Respondent within the meaning of Section 2(11) of the Act and an agent of Respondent within the meaning of Section 2(13) of the Act.

4. (a) About August 30, 2011, the Union requested, in writing to Calviné Túa, Respondent's Human Resources Director, that Respondent furnish the Union with a list of

all employees who have been transferred to and/or are working at the Cardiovascular Tower as a result of any change such as departmental closings or any other reasons.

(b) The information requested by the Union, as described above in paragraph 4(a), is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Units.

(c) Since about August 30, 2011, Respondent has failed and/or refused to furnish the Union with the information requested by it as described above in paragraph 4(a).

5. (a) About September 8, 2011, the Union requested, in writing to Calvine Túa, Respondent's Human Resources Director, that Respondent furnish the Union with the job descriptions in effect for all registered nurses prior to their reclassification from non-exempt to exempt status in 2011.

(b) The information requested by the Union, as described above in paragraph 5(a), is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(c) Since about September 8, 2011, Respondent has failed and/or refused to furnish the Union with the information requested by it as described above in paragraph 5(a).

6. (a) About September 8, 2011, the Union requested, in writing, to Calvine Túa, Respondent's Human Resources Director, that Respondent furnish the Union with the following information:

(i) the memorandum drafted in June 2011 reflecting that Judith Rivera had been counseled;

(ii) minute of the meeting where Judith Rivera was counseled;

(iii) the attendance list of the meeting.

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(b) The information requested by the Union, as described above in paragraph 6(a), is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of Unit C.

(c) Since about September 8, 2011, Respondent has failed and/or refused to furnish the Union with the information requested by it as described above in paragraph 6(a).

7. (a) About September 14, 2011, the Union requested, in writing, to Calviné Túa, Respondent's Human Resources Director, that Respondent furnish the Union with the following information:

(i) work schedules from January 2011 to the present,

(ii) payroll records from April 2011 to the present.

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(b) The information requested by the Union, as described above in paragraph 7(a), is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Units.

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(c) Since about September 14, 2011, Respondent has failed and/or refused to furnish the Union with the information requested by it as described above in paragraph 7(a).

8. (a) About September 23, 2011, the Union requested, in writing to Calviné Túa, Respondent's Human Resources Director, an opportunity to review at Respondent's facility its payroll records, monthly work schedules, and time cards for the Registered Nurses for the period from January 1, 2011 to the present.

(b) The information requested by the Union, as described above in paragraph 8(a) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of Unit A.

(c) Since about September 27, 2011, Respondent has failed and/or refused to make the information available to the Union as described above in paragraph 8(a).

9. (a) About November 14, 2011, the Union requested, in writing, to Calvine Túa, Respondent's Human Resources Director, that Respondent furnish the Union with a copy of the last performance appraisal of employee Windy Navarro.

(b) The information requested by the Union, as described above in paragraph 9(a) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of Unit A.

(c) From about November 14, 2011 to about March 13, 2012, Respondent unreasonably delayed in furnishing the Union with a copy of the last performance appraisal of employee Windy Navarro.

10. (a) About December 21, 2011, the Union requested, in writing, to Calvine Túa, Respondent's Human Resources Director, that Respondent furnish the Union with the following information:

- (i) list of employees who were sent on vacation,
- (ii) number of days of vacation,
- (iii) the vacation balance before and after employees were sent on vacation.

(b) The information requested by the Union, as described above in paragraph 10(a) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Units.

(c) Since about December 21, 2011, Respondent has failed and/or refused to furnish the Union with the information requested by it as described above in paragraph 10(a).

11. (a) About January 23, 2012, the Union requested, in writing, to Calvine Túa, Respondent's Human Resources Director, that Respondent furnish the Union with the following information relating to reasons for not providing the 2010 audited financial statements:

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(i) bank involved in the matter,

(ii) nature of information needed from the banks and name of the auditors involved when was the information requested, what it consisted of, and the current status of the alleged procedure in the banking industry.

(b) The information requested by the Union, as described above in paragraph 11(a), is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Units.

(c) Since about February 7, 2012, Respondent, has failed and refused to make the information available to the Union as described above in paragraph 11(a).

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12. (a) About July 2011, Respondent, unilaterally and contrary to its past practice, issued and promulgated a new employee handbook to the Units containing new terms of employment.

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(b) About August 26, 2011, Respondent, unilaterally and contrary to its past practice, transferred Mirta Batiz, Sandra Cruz, Rosa Gonzalez, and Hilda Rodriguez from the Surgical Intensive Care Unit (SICU) to other departments.

(c) About August 26, 2011, Respondent, unilaterally and contrary to its past practice, changed the work schedules of Mirta Batiz and Sandra Cruz.

(d) About September 2011, Respondent, unilaterally and contrary to its past practice, and the terms of Article XIV of the expired collective bargaining agreement has been failing to pay the overtime at a double time rate to certain employees belonging to Unit A.

(e) About December 2011, Respondent, unilaterally and contrary to its past practice, reduced the Christmas bonus paid to the employees in the Units.

(f) About January 2012, Respondent, unilaterally and contrary to its past practice, and the terms of articles XVII, XXV and XVII for Units A, B and C, respectively, of the expired Collective Bargaining Agreements, denied

employees in the Units who worked certain holidays in December 2011 and January 2012, the option of choosing whether to be paid extra holiday pay for working those dates or to be allowed to take another day off with pay.

(g) About January 2012, Respondent, unilaterally and contrary to its past practice, required certain employees who had fixed work schedules to work an additional one-half an hour daily without pay.

(h) The subjects set forth above in paragraphs 12 (a), (b), (c), (d), (e), (f) and (g) relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(i) Respondent engaged in the conduct described above in paragraphs 12(a) through 12(h) without prior notice to the Union and/or without affording the Union an opportunity to bargain with Respondent with respect to this conduct and the effects of this conduct, and/or without first bargaining with the Union to a good-faith impasse.

13. By the conduct described above in paragraphs 4, 5, 6, 7, 8, 9, 10 and 11, Respondent has been failing and refusing to bargain collectively, and in good faith, with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

14. The unfair labor practices of Respondent described above the commerce within the meaning of Section 2(6) and (7) of the Act.

VI. ORDER

Based on this stipulation and the record as described above, and without any further notice of proceedings, the Board may immediately enter an order providing as follows:

Respondent, Saint Luke's Memorial Hospital, Inc. d/b/a Hospital Episcopal San Lucas Ponce, its officers, agents, successors and assigns, shall:

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1. Cease and desist from:

a. Failing and refusing to bargain in good faith concerning rates of pay, wages, and hours of employment and other terms and conditions of employment with Unidad Laboral de Enfermeros/as y Empleados de la Salud, herein called the Union, as the exclusive bargaining representative of the employees in Units A, B and C described above, by making changes in terms of employment of its employees in the Units without prior notice to and/or bargaining with the Union to a good faith impasse.

b. Failing and refusing to bargain collectively with the Union by refusing to provide requested information and/or failing and refusing to provide requested information in a timely manner.

c. Failing and refusing to bargain collectively with the Union by unilaterally issuing and promulgating an employee handbook to the Units containing new terms of employment, without first providing notice to the Union and affording it an opportunity to engage in meaningful bargaining over the changes to the handbook.

d. Failing and refusing to bargain collectively with the Union by unilaterally and contrary to past practice transferring employees from one department to another department, without first providing notice to the Union and affording it an opportunity to engage in meaningful bargaining over that matter.

e. Failing and refusing to bargain collectively with the Union by unilaterally and contrary to past practice changing the work schedules of its employees without first providing notice to the Union and affording it an opportunity to engage in meaningful bargaining over that matter.

f. Failing and refusing to bargain collectively with the Union by unilaterally and contrary to the past practice and the terms of Article XIV of the expired collective bargaining agreements failing to pay the overtime at a double time rate to employees belonging to Unit A without first providing notice to the Union and affording it an opportunity to engage in meaningful bargaining over that matter.

g. Failing and refusing to bargain collectively with the Union by unilaterally and contrary to its past practice reducing the Christmas bonus paid to the employees in the Units without first providing notice to the Union and affording it an opportunity to engage in meaningful bargaining over that matter.

h. Failing and refusing to bargain collectively with the Union by unilaterally and contrary to its past practice and the terms of articles XVII, XXV and XVII for the Units A, B, and C, respectively, of the expired collective bargaining agreements, denying employees in the Units who worked certain holidays in December 2011 and January 2012 the option of choosing whether to be paid extra holiday pay for working those dates or to be allowed to take another day off with pay, without first providing notice to the Union and affording it an opportunity to engage in meaningful bargaining over that matter.

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i. Failing and refusing to bargain collectively with the Union by unilaterally and contrary to the past practice requiring employees who had fixed work schedules to work an additional one-half an hour daily without pay, without first providing notice to the Union and affording it an opportunity to engage in meaningful bargaining over that matter.

j. In any like or related manner, interfere with, restrain, or coerce employees in the exercise of the right guaranteed them by Section 7 of the Act.

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

a. Notify and, upon request, bargain collectively with Unidad Laboral de Enfermeros/as y Empleados de la Salud over any proposed changes in wages, hours and working conditions before putting such changes into effect.

b. Provide the Union with a list of all employees who have been transferred to and/or are working at the Cardiovascular Tower as a result of any change such as departmental closings or any other reasons, which information was requested in writing on August 30, 2011.

c. Furnish the Union with the job descriptions in effect for all registered nurses prior to their reclassification from non-exempt to exempt status in 2011, which information was requested on September 8, 2011.

d. Furnish the Union with the following information, which was requested in writing on September 8, 2011:

- (i) the memorandum drafted in June 2011 reflecting that Judith Rivera had been counseled;
- (ii) minute of the meeting where Judith Rivera was counseled;
- (iii) the attendance list of the meeting.

d. Furnish the Union with the following information which was requested in writing on September 14, 2011:

- (i) work schedules from January 2011 to the present,
- (ii) payroll records from April 2011 to the present.

e. Make available for review and inspection at Respondent's facility its payroll records, monthly work schedules, and time cards for the Registered Nurses for the period from January 1, 2011 to the present, which was requested in writing on September 23, 2011.

f. Furnish information in a timely manner, including requested information concerning performance appraisals of employees in the units.

g. Furnish the Union with the following information which was requested in writing on December 21, 2011:

- (i) list of employees that were sent on vacation,
- (ii) number of days of vacation,
- (iii) the vacation balance before and after employees were sent on vacation.

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h. Furnish the Union with the following information relating to reasons for not providing the 2010 audited financial statements which was requested in writing on January 23, 2012:

(i) bank involved in the matter,

(ii) nature of information needed from the banks and name of the auditors involved, when was the information requested, what it consisted of, and the current status of the alleged procedure in the banking industry.

i. Rescind the employee handbook issued and promulgated in or about July 2011 containing new terms of employment and, upon request, bargain with the Union over its contents and implementation until agreement and/or a good faith impasse is reached.

j. Upon request, rescind the transfers of the following employees:

- Mirta Batiz
- Sandra Cruz
- Rosa González
- Hilda Rodríguez

k. Upon request, rescind the change of work schedules of the following employees:

- Mirta Batiz
- Sandra Cruz

l. Restore the practice of paying over-time at a double time rate to employees in Unit A in accordance with the terms of Article XIV of the expired collective bargaining agreement and make whole employees in Unit A for any deficiency in the payment of over-time in accordance with the Schedule included herein as Appendix I.

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m. Make whole the following employees in Unit A for loss of pay suffered by reason of the change in the payment of overtime as set forth in the schedule that follows:

	Name	Gross	Interest	Total
1	Medina Ramos, Lydia	\$23.08	\$1.00	\$24.08
2	Ortiz Rosado, Carmen	\$18.03	\$0	\$18.03
3	Figuroa Castillo, Miguel	\$49.05	\$1.00	\$50.05
4	Rodriguez Casiano, Maria	\$46.16	\$1.00	\$47.16
5	Rollon Melendez, Elba	\$57.70	\$1.00	\$58.70
6	Gaston Gonzalez Elizabeth	\$3.61	\$0	\$3.61
7	Arce Almodovar Osvaldo	\$9.61	\$0	\$9.61
8	Alvalle Burgos, Agnes	\$46.16	\$1.00	\$47.16
9	Rodriguez Lopez, Virginia	\$57.70	\$1.00	\$58.70
10	Perez Torres, Luz	\$10.32	\$0.00	\$10.32
11	Mercado Santiago Zulma	\$28.85	\$1.00	\$29.85
12	Colon Matos Maria	\$9.02	\$0	\$9.02
13	Rodriguez Nufiez Harzor	\$21.64	\$0	\$21.64
14	Feliciano Flores, Jeanette	\$23.44	\$0	\$23.44
15	Pacheco Martinez, Anail	\$50.48	\$1.00	\$51.48
16	Ocasio Mercado, Jcssi	\$92.32	\$2.00	\$94.32
17	Rosado Muniz Mary	\$57.70	\$1.00	\$58.70
18	Santiago Santiago, Wailanis	\$46.16	\$1.00	\$47.16
19	Caraballo Caraballo, Anneris	\$46.16	\$1.00	\$47.16
20	Rodriguez, Lopez Virginia	\$57.70	\$1.00	\$58.70
21	Serrano Nufiez, Nelida	\$9.74	\$0	\$9.74

n. Make whole the employees in the Units for any deficiency in the payment of the Christmas Bonus corresponding to the year 2011, as set forth in the schedule that follows:

Unit A - Graduate Nurses

	Name	Gross	Interest	Total
1	Acevedo Mercado, Sheila M.	\$200.00	\$5.00	\$205.00
2	Alvalle Burgos, Agnes I.	\$300.00	\$7.00	\$307.00
3	Alvarez Guadalupe, Everlydis	\$250.00	\$6.00	\$256.00
4	Aponte Rodriguez, Ivonne	\$200.00	\$5.00	\$205.00
5	Aponte Torres, Silveth M.	\$200.00	\$5.00	\$205.00

6	Arce Almodovar, Osvaldo	\$360.00	\$8.00	\$368.00
7	Arroyo Cruz, Wanda I.	\$360.00	\$8.00	\$368.00
8	Bauza Santiago, Madeline	\$200.00	\$5.00	\$205.00
9	Capacetti Martinez, Ivonne I.	\$300.00	\$7.00	\$307.00
10	Caraballo Garcia, Omayra	\$300.00	\$7.00	\$307.00
11	Caraballo Ramos, Norman	\$200.00	\$5.00	\$205.00
12	Caraballo Caraballo, Arneris	\$200.00	\$5.00	\$205.00
13	Caraballo Jordan, Ruth E.	\$250.00	\$6.00	\$256.00
14	Caraballo Pacheco, Johanna	\$200.00	\$5.00	\$205.00
15	Carmona Colon, Ana A.	\$250.00	\$6.00	\$256.00
16	Cedeno Emmanuelli, Maritza	\$250.00	\$6.00	\$256.00
17	Colon Matos, Maria M.	\$200.00	\$5.00	\$205.00
18	Colon Ortiz, Jahaira	\$250.00	\$6.00	\$256.00
19	Correa Ramos, Igdali	\$250.00	\$6.00	\$256.00
20	Cruz Garcia, Yaritza E.	\$200.00	\$5.00	\$205.00
21	Cruz Rodriguez, Cynthia I.	\$200.00	\$5.00	\$205.00
22	Cruz Torres, Maria V.	\$250.00	\$6.00	\$256.00
23	Darder Bonilla, Luz	\$200.00	\$5.00	\$205.00
24	De Jesus Bonilla, Janette	\$250.00	\$6.00	\$256.00
25	Del Valle Cartagena, Jessica	\$200.00	\$5.00	\$205.00
26	Echevarria Nicves, Daisy	\$300.00	\$7.00	\$307.00
27	Echevarria Rodriguez, Reinaldo	\$300.00	\$7.00	\$307.00
28	Febles Medina, Annette	\$300.00	\$7.00	\$307.00
29	Feliciano Flores, Jeanette	\$200.00	\$5.00	\$205.00
30	Feliciano Pagan, Vanessa	\$200.00	\$5.00	\$205.00
31	Figueroa Castillo, Miguel A.	\$200.00	\$5.00	\$205.00
32	Figueroa Galindo, Yahaira	\$200.00	\$5.00	\$205.00
33	Figueroa Medina, Cecilia	\$200.00	\$5.00	\$205.00
34	Figueroa Miranda, Milagros	\$200.00	\$5.00	\$205.00
35	Flores Alicea, Iris	\$300.00	\$7.00	\$307.00
36	Fuentes Bonilla, Irelis	\$360.00	\$8.00	\$368.00
37	Galarza Maldonado, Amy G.	\$200.00	\$5.00	\$205.00
38	Garcia Albino, Yanira	\$200.00	\$5.00	\$205.00
39	Garcia Rentas, Betsy	\$300.00	\$7.00	\$307.00
40	Gaston Gonzalez, Lizbeth	\$250.00	\$6.00	\$256.00
41	Gonzalez Gonzalez, Ricardo P.	\$200.00	\$5.00	\$205.00

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42	Gonzalez Velez, Ivonne	\$250.00	\$6.00	\$256.00
43	Guzman Rodriguez, Andres	\$300.00	\$7.00	\$307.00
44	Hartu Febles, Hector I	\$200.00	\$5.00	\$205.00
45	Hernandez Pacheco, Maria M.	\$300.00	\$7.00	\$307.00
46	Irizarry Monsegur, Magaly	\$250.00	\$6.00	\$256.00
47	Irizarry Rivera, Caroline	\$200.00	\$5.00	\$205.00
48	Jacome Couret, Yannia	\$200.00	\$5.00	\$205.00
49	Julia Pereda, Taina	\$200.00	\$5.00	\$205.00
50	Jusino Lopez, Maria C.	\$300.00	\$7.00	\$307.00
51	Laboy Ramos, Aricelis	\$300.00	\$7.00	\$307.00
52	Leon Guzman, Walde	\$200.00	\$5.00	\$205.00
53	Lespier Gonzalez, Diana M.	\$250.00	\$6.00	\$256.00
54	Lillo Gonzalez, Anaida	\$300.00	\$7.00	\$307.00
55	Lopez Arroyo, Juan M.	\$200.00	\$5.00	\$205.00
56	Lopez Sanchez, Dennis E.	\$200.00	\$5.00	\$205.00
57	Maldonado Zapata, Sally A.	\$200.00	\$5.00	\$205.00
58	Maldonado Montes, Cindy	\$200.00	\$5.00	\$205.00
59	Maldonado Velez, Lenda I.	\$250.00	\$6.00	\$256.00
60	Martinez Pons, Maria A.	\$360.00	\$8.00	\$368.00
61	Matias Burgos, Loyda	\$250.00	\$6.00	\$256.00
62	Medina Ramos, Lydia	\$300.00	\$7.00	\$307.00
63	Mercado Santiago, Zulma	\$300.00	\$7.00	\$307.00
64	Mescual Cruz, Juan R.	\$200.00	\$5.00	\$205.00
65	Mojica Mercado, Luisa	\$200.00	\$5.00	\$205.00
66	Montalvo Orenge, Enid	\$300.00	\$7.00	\$307.00
67	Muniz Perez, Rosa I.	\$300.00	\$7.00	\$307.00
68	Muniz Perez, Marie!	\$300.00	\$7.00	\$307.00
69	Navarro Echevarria, Wendy	\$250.00	\$6.00	\$256.00
70	Ngtang, Melinda D.	\$200.00	\$5.00	\$205.00
71	Nieves Feliciano, Wilberto	\$200.00	\$5.00	\$205.00
72	Ocasio Mercado, Jessie	\$200.00	\$5.00	\$205.00
73	Ocasio Santiago, Anatlilde	\$360.00	\$8.00	\$368.00
74	Orsini Amparo, Gladys	\$200.00	\$5.00	\$205.00
75	Ortiz Chamorro, Johanna D.	\$200.00	\$5.00	\$205.00
76	Ortiz Rosado, Carmen D.	\$300.00	\$7.00	\$307.00
77	Ortiz Rosario, Francisco M.	\$250.00	\$6.00	\$256.00

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78	Pacheco Martinez, Anail	\$200.00	\$5.00	\$205.00
79	Padilla Perez, Maria del C.	\$300.00	\$7.00	\$307.00
80	Perez Garcia, Jeannette	\$250.00	\$6.00	\$256.00
81	Perez Gonzalez, Leonides	\$250.00	\$6.00	\$256.00
82	Perez Oliveras, Myriam	\$360.00	\$8.00	\$368.00
83	Perez Pacheco, Linday A.	\$200.00	\$5.00	\$205.00
84	Perez Torres, Luz N.	\$360.00	\$8.00	\$368.00
85	Pietri Pozzi, Frances M.	\$300.00	\$7.00	\$307.00
86	Quinones Caraballo, Madalena	\$300.00	\$7.00	\$307.00
87	Reyes Torres, Awilda J.	\$300.00	\$7.00	\$307.00
88	Rivera Leon, Maria del Mar	\$200.00	\$5.00	\$205.00
89	Rivera Maldonado, Sandra I.	\$300.00	\$7.00	\$307.00
90	Rivera Ortiz, Julia Li	\$300.00	\$7.00	\$307.00
91	Rivera Rentas, Marilyn	\$200.00	\$5.00	\$205.00
92	Rivera Sanchez, Ivélisse	\$300.00	\$7.00	\$307.00
93	Rivera Vega, Liliána	\$200.00	\$5.00	\$205.00
94	Rodriguez, Eybie j	\$200.00	\$5.00	\$205.00
95	Rodriguez Baez, Gabriel	\$250.00	\$6.00	\$256.00
96	Rodriguez Cortes, Omayra I.	\$300.00	\$7.00	\$307.00
97	Rodriguez Lopez, Virginia	\$250.00	\$6.00	\$256.00
98	Rodriguez Nunez, Marsor f	\$200.00	\$5.00	\$205.00
99	Rodriguez Alvarado, Bettylizm	\$200.00	\$5.00	\$205.00
100	Rodriguez Casiano, Maria de I.	\$250.00	\$6.00	\$256.00
101	Rodriguez Galarza, Alejandrina	\$360.00	\$8.00	\$368.00
102	Rodriguez Marin, Vidalina	\$250.00	\$6.00	\$256.00
103	Rodriguez Reyes, Windred G.	\$200.00	\$5.00	\$205.00
104	Rodriguez Torres, Sharon M.	\$200.00	\$5.00	\$205.00
105	Rodriguez Torres, Juan P.	\$200.00	\$5.00	\$205.00
106	Rolon Melendez, Elba I.	\$250.00	\$6.00	\$256.00
107	Rosado Muniz, Mary E.	\$200.00	\$5.00	\$205.00
108	Ruiz Ortiz, Felicita	\$360.00	\$8.00	\$368.00
109	Santiago Rivera, Neisha M.	\$200.00	\$5.00	\$205.00
110	Santiago Andujar, Juan E.	\$300.00	\$7.00	\$307.00
111	Santiago Hernandez, Jannette M.	\$360.00	\$8.00	\$368.00
112	Santiago Santiago, Wailanis J.	\$200.00	\$5.00	\$205.00
113	Segarra Rodriguez, Maria T.	\$250.00	\$5.00	\$250.00

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114	Sobamuniz, Isabel	\$200.00	\$5.00	\$205.00
115	Suarez Valentine, Barbara S.	\$200.00	\$5.00	\$205.00
116	Torres Andujar, Mildred	\$200.00	\$5.00	\$205.00
117	Torres Correa, Neriloy S.	\$250.00	\$6.00	\$256.00
118	Torres Sanchez, Norma I.	\$360.00	\$8.00	\$368.00
119	Vargas Aguirre, Maria de los A.	\$300.00	\$7.00	\$307.00
120	Vega Santiago, Norma I.	\$250.00	\$6.00	\$256.00
121	Velez Negron, Yaritza	\$300.00	\$7.00	\$307.00
122	Yambo Amill, Jennifer M.	\$200.00	\$5.00	\$205.00

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Unit B - Practical Nurses

		Gross	Interest	Total
1	Acevedo Olavarria, Mildred	\$210.00	\$5.00	\$215.00
2	Arroyo Pabey, Judith	\$130.00	\$3.00	\$133.00
3	Baez Aviles, Sandra	\$210.00	\$5.00	\$215.00
4	Batiz Hernandez, Mirta I	\$160.00	\$4.00	\$164.00
5	Bernard Aguirre, Marilyn	\$130.00	\$3.00	\$133.00
6	Borgos Negron, Migdalia	\$250.00	\$6.00	\$256.00
7	Caquias Ramirez, Barbara	\$210.00	\$5.00	\$215.00
8	Castro Gonzalez, Mayra I	\$210.00	\$5.00	\$215.00
9	Colon Sosa, Enohelia	\$250.00	\$6.00	\$256.00
10	De Jesus Velez, Jose A.	\$160.00	\$4.00	\$164.00
11	Echevarria Martinez, Migdalia	\$130.00	\$3.00	\$133.00
12	Figueroa Ortiz, Milagros	\$250.00	\$6.00	\$256.00
13	Flores Vargas, Francisco M.	\$210.00	\$5.00	\$215.00
14	Garcia Colon, Marta H.	\$160.00	\$4.00	\$164.00
15	Gonzalez Santiago, Arlyn	\$160.00	\$4.00	\$164.00
16	Irizarry Irizarry, Sandra I	\$130.00	\$3.00	\$133.00
17	Lopez Martinez, Felipe	\$210.00	\$5.00	\$215.00
18	Morales Rivera, Jessica	\$160.00	\$4.00	\$164.00
19	Olivares Oliveras, Elba	\$250.00	\$6.00	\$256.00
20	Pacheco Garcia, Gladys	\$250.00	\$6.00	\$256.00
21	Pena Feliciano, Nibsam I	\$200.00	\$5.00	\$205.00
22	Perez Arroyo, Barbara J.	\$130.00	\$3.00	\$133.00
23	Perez Cardona, Viviana	\$210.00	\$5.00	\$215.00
24	Quinones Madera, Mercedes A.	\$210.00	\$5.00	\$215.00

25	Ramos Mercado, Raymond	\$130.00	\$3.00	\$133.00
26	Ramos Rios, Hilda M.	\$210.00	\$5.00	\$215.00
27	Rios Gonzalez, Alba N.	\$250.00	\$6.00	\$256.00
28	Rivera Ortiz, Iris N.	\$250.00	\$6.00	\$256.00
29	Rivera Rivera, Marta I.	\$250.00	\$6.00	\$256.00
30	Rivera Santiago, Silvia	\$210.00	\$5.00	\$215.00
31	Rodriguez Lopez, Hilda	\$250.00	\$6.00	\$256.00
32	Roman Nufiez, Yamilka	\$130.00	\$3.00	\$133.00
33	Sanchez Perez, Carmen D.	\$210.00	\$5.00	\$215.00
34	Santos Rodriguez, Evelyn	\$130.00	\$3.00	\$133.00
35	Santos Tardy, Ivonne	\$130.00	\$3.00	\$133.00
36	Serrano Nunez, Nelida	\$160.00	\$4.00	\$164.00
37	Soto Moreno, Margarita	\$250.00	\$6.00	\$256.00
38	Torres Davila, Yaxika	\$130.00	\$3.00	\$133.00
39	Torres Ferrer, Irzzie M	\$130.00	\$3.00	\$133.00
40	Torres Gaston, Nitza V.	\$210.00	\$5.00	\$215.00
41	Torres Morales, Maria E.	\$130.00	\$3.00	\$133.00
42	Torres Rodriguez, Milagros	\$130.00	\$3.00	\$133.00
43	Torres Rosa, Raymond	\$210.00	\$5.00	\$215.00
44	Vazquez Rivera, Catalina	\$160.00	\$4.00	\$164.00
45	Vega Roman, Emilienc	\$160.00	\$4.00	\$164.00
46	Velazquez Mendez, Johanna E.	\$210.00	\$5.00	\$215.00

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Unit C - Clerical

		Gross	Interest	Total
1	Borrero Garcia, Maria M.	\$150.00	\$3.00	\$153.00
2	Ferrer Colon, Jose P.	\$100.00	\$2.00	\$102.00
3	Gonzalez Vazquez, Sonia N.	\$200.00	\$5.00	\$205.00
4	Martinez Martinez, Velda E.	\$100.00	\$2.00	\$102.00
5	Monroig Morales, Iris N.	\$200.00	\$5.00	\$205.00
6	Pacheco Rivera, Isabel	\$200.00	\$5.00	\$205.00
7	Rivera Soto, Judith	\$150.00	\$3.00	\$153.00
8	Rodriguez Robles, Itcian	\$125.00	\$2.00	\$127.00
9	Sanchez Gaston, Elisa Y.	\$125.00	\$2.00	\$127.00
10	Saldana Torres, Omayra	\$150.00	\$3.00	\$153.00

11	Santiago Martinez, Glenda L.	\$125.00	\$2.00	\$127.00
12	Santiago Zayas, Elsie A.	\$150.00	\$3.00	\$153.00
13	Soto Rodriguez, Aileen	\$125.00	\$2.00	\$127.00
14	Vargas Gonzalez, Israel	\$200.00	\$5.00	\$205.00

o. Restore the past practice of allowing employees in the Units who worked certain holidays the option of choosing whether to be paid extra holiday pay for working those dates or to be allowed to take another day off with pay.

p. Make whole the following employees for any deficiency in the application of the policy concerning payment of holidays by restoring as annual leave to said employees the number of days as set for in the schedule that follows:

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	Employee Name	# of Days
1	Febles Medina, Annette	1
2	Medina Ramos, Lydia	1
3	Correa Ramos, Jgdali	1
4	Echevarria Rodriguez, Reinaldo	2
5	Fuentes Bonilla, Irelis	1
6	Perez Gonzalez, Leonides	1
7	Bernard Garcia, Alba J.	2
8	Rivera Rentas, Marilyn	2
9	Guzman Rodriguez, Andres	1
10	Figueroa Medina, Cecilia	2
11	Montalvo Orengo, Enid	2
12	Aponte Rodriguez, Ivonne	1
13	Rodriguez Casiano, Maria	1
14	Hartu Febles, Hector L.	2
15	Rolon Melondez, Elba I.	1
16	Rodriguez Cortes, Omayra I.	1
17	Cedefio Emmanuelli, Maritza	1
18	Quiñones Caraballo, Magdalena	1
19	Ortiz Rosario, Francisco M.	2
20	Mercado Santiago, Zulma	2
21	Colon Matos, Maria M.	1
22	Alvarez Guadalupe, Everlydis	1
23	Gonzalez Velez, Ivonne	2
24	Maldonado Velez, Glenda I.	2
25	Leon Guzman, Walde	2
26	Caraballo Caraballo, Amnrcis	1

27	Segarra Rodriguez, Maria T.	2
28	Rodriguez Maria, Vidalina	2
29	Matias Burgos, Loyda	1
30	Rodriguez Torres, Juan P.	2
31	Gonzalez Gonzalez, Ricardo P.	1
32	Santiago Rivera, Neisha M.	1
33	Mescual Cruz, Juan R.	2
34	Caraballo Pacheco, Johanna	1
35	Figueroa Miranda, Milagros	2
36	Del Valle Cartagena, Jessica	1
37	Santiago Hernandez, Jannette M.	1
38	Jusino Lopez, Maria C.	1
39	Rodriguez Baez, Gabriel	1
40	Vargas Aguirre, Maria de los A.	1
41	Carmona Colon, Ana A.	1
42	Torres Correa, Neriloys	1
43	Gaston Gonzalez, Lizbeth	1
44	Caraballo Garcia, Omayra	3
45	Soba Muñiz, Isabel	1
46	Vega Santiago, Norma I.	1
47	Hernandez Pacheco, Maria M.	1
48	Avalle Burgos, Agnes I.	1
49	Perez Garcia, Jeannette	2
50	Padilla Perez, Maria del C.	1
51	Muñiz Perez, Rosa I.	1
52	Muñiz Perez, Mariel	1
53	Rodriguez Lopez, Virginia	1
54	Aponte Tores, Silveth M.	2
55	Rivera Sanchez, Ivelisse	1
56	Santiago Andujar, Juan E.	2

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q. Rescind the change in work schedule implemented in or about January 2012, pursuant to which employees in fixed schedules were required to work an additional one-half an hour daily without pay.

r. Make whole the following employees for any loss by reason of the change in their work schedule as set forth in the schedule that follows:

	Name	Gross	Interest	Total
1	Borgos, Migdalia	\$342.63	\$0.96	\$343.59
2	Monroig, Iris	\$263.25	\$0.73	\$263.98
3	Vargas, Israel	\$231.12	\$0.65	\$231.77

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s. The payment referred to in paragraphs m, n and r should be made on or before November 15, 2012. If any amount is not paid on or before the due date, the full unpaid amount shall become immediately due and payable and the Board may, without further notice, institute proceedings against the Respondent for the collection of the full entire unpaid balance from the date of default until full payment is received, computed in accordance with the formula set forth in *New Horizons for the Retarded, Inc.*, 283 NLRB 1173 (1987).

t. Within 14 days of service by the Region, post at its facilities copies of the attached notice marked "Appendix A." Copies of the notice, on forms provided by Region 24, after being signed by Respondent's authorized representative, shall be posted by Respondent in the English and Spanish languages immediately upon receipt and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. 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, Respondent has gone out of business or closed the facility involved in these proceedings, Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by Respondent at any time since July 2011.

VII. ENFORCEMENT OF ORDER

The United States Court of Appeals for any appropriate circuit may, on application by the Board, enter its judgment enforcing the Order of the Board in the form set forth above. Respondent waives all defenses to the entry of the judgment, including compliance with the order of the Board and its right to receive notice of the filing of an

application for the entry of such judgment, provided that the judgment is in the words and figures set forth above. However, Respondent shall be required to comply with the affirmative provisions of the Board's Order after entry of the judgment only to the extent that it has not already done so.

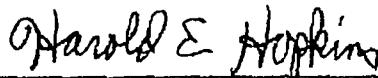
Saint Luke's Memorial Hospital, Inc. d/b/a
Hospital Episcopal San Lucas Ponce.
Respondent

By: 

Date 9/14/12

Coral M. Rivera, Esq.
Legal Counsel for
Saint Luke's Memorial Hospital, Inc. d/b/a
Hospital Episcopal San Lucas Ponce.
Po Box 3336810
Ponce, PR 00733
Tel. (787) 844-2080/ Fax (787)844-7406

Unidad Laboral de Enfermeras (os) y Empleados de la salud
Charging Party

By: 
ATTORNEY FOR CHARGING PARTY

Date 14 Sept. 2012

Unidad Laboral de Enfermeras (os)
y Empleados de la salud
Urb. La Merced, 354 Calle Héctor Salaman
San Juan, PR 00918-2111
Tel. (787) 763-8310/ Fax (787)763-8380

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Approval recommended:

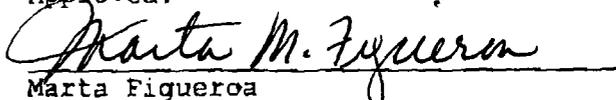


Ana Beatriz Ramos-Fernández
Attorney, Region 24
National Labor Relations Board
La Torre de Plaza, Suite 1002
#525 F.D. Roosevelt Ave.
San Juan, PR 00918-1002
Tel (787) 766-5247 / Fax (787) 766-5277

Date 9/17/12

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Approved:



Marta Figueroa
Regional Director, Region 24
National Labor Relations Board
La Torre de Plaza, Suite 1002
#525 F.D. Roosevelt Ave.
San Juan, PR 00918-1002

Date 9/28/12

OR

Approved:

Date _____

Office of the General Counsel
National Labor Relations Board
Washington D.C. 20570



NOTICE TO EMPLOYEES

POSTED PURSUANT TO A FORMAL SETTLEMENT AGREEMENT APPROVED BY THE NATIONAL LABOR RELATIONS BOARD

AN AGENCY OF THE UNITED STATES GOVERNMENT

The National Labor Relations Board 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/or refuse to bargain in good faith with Unidada Laboral de Enfermeras(os) y Empleados de la Salud, as the exclusive bargaining representative in the following units:

Unit A

Included: All registered nurses employed by Respondent for its cardiovascular operations at the Cardiovascular Department in its Hospital located in Ponce, Puerto Rico, performing duties of registered nurses, including the head nurses.

Excluded: All other employees, executives, administrators, supervisors, nurses in services training, and any other person who is authorized, on behalf of Respondent to hire, dismiss, promote, discipline and/or in any other way to vary the status of the employees, and/or to effectively recommend any such action including the Nurse Services Director and its assistant.

Unit B

Included: All practical nurses employed by Respondent for its cardiovascular operations at the Cardiovascular Department in its Hospital located in Ponce, Puerto Rico.

Excluded: All other employees, including executives, administrators, professionals, technicians, clerks, maintenance employees, laundry employees, cooks, nurses in training process, graduate nurses, drivers, warehouse employees, pharmacy assistants, cafeteria employees, guards and supervisors as defined in the Act.

Unit C

Included: All office clerical employees and surgery room technicians employed by Respondent at its Cardiovascular Department located in Ponce, Puerto Rico.

Excluded: Administrative and executive employees, the secretaries for the administrator, the secretary for the medical director, the secretary to the personnel director, the secretary for the Comptroller, the secretary for the nursing director, professional personnel, registered nurses, licensed practical nurses, occasional and part-time X-ray technicians, X-ray technicians not within the Cardiovascular Department, guards and supervisors as defined in the Act, and any other person who is authorized on behalf of Respondent to hire, promote, dismiss, discipline and in any other way to vary the status of the employees, and to effectively recommend any such action, advisors and directors, and employees included in other collective bargaining units at the Employer's Hospital.

WE WILL NOT fail and/or refuse to provide requested information and/or fail and/or refuse to provide requested information in a timely manner.

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Appendix A

WE WILL NOT unilaterally issue and/or promulgate an employee handbook for the Units containing new terms of employment without first providing notice to the Union and affording it an opportunity to engage in meaningful bargaining over the changes to the handbook.

WE WILL NOT unilaterally and contrary to past practice transfer employees from the one department to other departments, without first providing notice to the Union and affording it an opportunity to engage in meaningful bargaining over that matter.

WE WILL NOT unilaterally and contrary to past practice change the work schedules of its unit employees without first providing notice to the Union and affording it an opportunity to engage in meaningful bargaining over that matter.

WE WILL NOT unilaterally and contrary to the past practice and the terms of Article XIV of the expired collective bargaining agreements fail to pay the overtime at a double time rate to employees belonging to Unit A without first providing notice to the Union and affording it an opportunity to engage in meaningful bargaining over that matter.

WE WILL NOT unilaterally and contrary to the past practice reduce the Christmas bonus paid to the employees in the Units without first providing notice to the Union and affording it an opportunity to engage in meaningful bargaining over that matter.

WE WILL NOT unilaterally and contrary to the past practice and the terms of articles XVIII, XXV and XVII for the Units A, B, and C, respectively, of the expired collective bargaining agreements, deny employees in the Units who worked certain holidays the option of choosing whether to be paid extra holiday pay for working those date or to be allowed to take another day off with pay without first providing notice to the Union and affording an opportunity to engage in meaningful bargaining over that matter.

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WE WILL NOT unilaterally and contrary to the past practice, require employees who had fixed work schedules to work an additional one-half an hour daily without pay, without first providing notice to the Union and affording an opportunity to engage in meaningful bargaining over that matter.

WE WILL NOT in any like or related manner, interfere with, restrain, or coerce our employees in the exercise of the right guaranteed them by Section 7 of the Act.

WE WILL notify and, upon request, bargain collectively with Unidod Laboral de Enfermeros/as y Empleados de la Salud until agreement and/or good faith impasse over any proposed changes in wages, hours and working conditions of employment of our unit employees before putting such changes into effect.

WE WILL provide the Union with a list of all employees who have been transferred to and/or are working at the Cardiovascular Tower as a result of any change, such as departmental closings or any other reasons, which was requested in writing on August 30, 2011.

WE WILL furnish the Union with the job descriptions in effect for all registered nurses prior to their reclassification from non-exempt to exempt status in 2011, which was requested on September 8, 2011.

WE WILL furnish the Union with the following information, which was requested in writing on September 8, 2011:

- (i) the memorandum drafted in June 2011 reflecting that Judith Rivera had been counseled;
- (ii) minute of the meeting where Judith Rivera was counseled;
- (iii) the attendance list of the meeting.

WE WILL furnish the Union with the following information which was requested in writing on September 14, 2011:

- (i) work schedules from January 2011 to the present,
- (ii) payroll records from April 2011 to the present.

WE WILL make available for review and inspection at Respondent's facility its payroll records, monthly work schedules, and time cards for the Registered Nurses for the period from January 1, 2011 to the present, which was requested in writing on September 23, 2011.

WE WILL furnish in a timely manner requested information concerning performance appraisal of employees in the units.

WE WILL furnish the Union with the following information which was requested in writing on December 21, 2011:

- (i) list of employees were sent on vacation,

- (ii) number of days of vacation,
- (iii) the vacation balance before and after employees were sent on vacation.

WE WILL furnish the Union with the following information relating to reasons for not providing the 2010 audited financial statements which was requested in writing on January 23, 2012:

- (i) bank involved in the matter,
- (ii) nature of information needed from the banks and name of the auditors involved, when was the information requested, what it consisted of, and the current status of the alleged procedure in the banking industry.

WE WILL rescind the employee handbook issued and promulgated in or about July 2011 containing new terms of employment and upon request bargain with the Union over its contents and implementation until agreement and/or good faith impasse.

WE WILL, upon request, rescind the transfers of the following employees:

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- Mirta Batiz
- Sandra Cruz
- Rosa González
- Hilda Rodríguez

WE WILL upon request, rescind the change of work schedules of the following employees:

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- Mirta Batiz
- Sandra Cruz

WE WILL restore the practice of paying over-time at a double time rate to employees in Unit A in accordance with the terms of Article XIV of the expired collective bargaining agreement and make whole employees in Unit A for any deficiency in the payment of over-time in accordance with the Schedule included herein as Appendix I.

WE WILL make whole the Units employees for any deficiency in the payment of the Christmas Bonus corresponding to the year 2011, as described in Appendix II.

WE WILL, restore the past practice of allowing employees in the Units who worked certain holidays the option of choosing whether to be paid extra holiday pay for working those days or to be allowed to take another day off with pay without first providing notice to the Union and affording an opportunity to engage in meaningful bargaining over that matter and **WE WILL** make whole units employees who worked during certain holidays in December 2011 and January 2012 for any deficiency in the payment of over-time in accordance with the Schedule included herein as Appendix III.

WE WILL rescind the change in work schedule implemented in or about January 2012 pursuant to which employees in fixed schedules were required to work an additional one-half an hour daily without pay and **WE WILL** make whole employees for any deficiency in the payment of their salaries in accordance with the Schedule included herein as Appendix IV.

Saint Luke's Memorial Hospital, Inc.
d/b/a Hospital Episcopal San Lucas Ponce.

DATED: _____

BY: *[Signature]*
(Representative) (Title)

NATIONAL LABOR RELATIONS BOARD, REGION 24
La Torre de Plaza Sta. 1002, 525 F.D. Roosevelt Ave., San Juan, PR 00918-1002
Tel. (787)766-5347 Hours of Operations 8:30 a.m. to 5:00p.m.

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov [Information in Spanish is also available on the Board's website]

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THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of the posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Board's Office and/or the above Regional Officers Compliance officer (787)786-6347

Appendix I

Saint Lukes Memorial Hospital, Inc. d/b/a
Hospital Episcopal San Lucas Ponce
Cases 24-CA-071324 and 24-CA-076352

- Back pay-Difference of 1/2 for Overtime
Graduate Nurses- Unit A

	Gross	Interest	Total
1. Medina Ramos, Lydia	\$23.08	\$1.00	\$24.08
2. Ortiz Rosado, Carmen	\$18.03	\$0	\$18.03
3. Figueroa Castillo, Miguel	\$49.05	\$1.00	\$50.05
4. Rodríguez Casiano, María	\$46.16	\$1.00	\$47.16
5. Rollón Meléndez, Elba	\$57.70	\$1.00	\$58.70
6. Gastón González Elizabeth	\$ 3.61	\$0	\$ 3.61
7. Arce Almodóvar Osvaldo	\$ 9.61	\$0	\$9.61
8. Alvalle Burgos, Agnes	\$46.16	\$1.00	\$47.16
9. Rodríguez López, Virginia	\$57.70	\$1.00	\$58.70
10. Pérez Torres, Luz	\$10.32	\$0.	\$10.32
11. Mercado Santiago Zulma	\$28.85	\$1.00	\$29.85
12. Colon Matos María	\$ 9.02	\$0	\$9.02
13. Rodríguez Núñez Harzor	\$21.64	\$0	\$21.64
14. Feliciano Flores, Jeanette	\$23.44	\$0	\$23.44
15. Pacheco Martínez, Anail	\$50.48	\$1.00	\$51.48
16. Ocasio Mercado, Jessi	\$92.32	\$2.00	\$94.32
17. Rosado Muñiz Mary	\$57.70	\$1.00	\$58.70
18. Santiago Santiago, Wailanis	\$46.16	\$1.00	\$47.16
19. Caraballo Caraballo, Anneris	\$46.16	\$1.00	\$47.16
20. Rodríguez, López Virginia	\$57.70	\$1.00	\$58.70
21. Serrano Núñez, Nélide	\$ 9.74	\$0	\$9.74
	<u>\$764.03</u>	<u>\$14.00</u>	<u>\$778.03</u>

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- In the event that one check is issued including the principal and the interest, do not make any deduction from the interest portion of the total amount.

Appendix II

*Backpay - Christmas Bonus

Saint Lukes Memorial Hospital, Inc. d/b/a
Hospital Episcopal San Lucas Ponce
Cases 24-CA-071324 and 24-CA-076342

Unit A - Graduate Nurses

		Gross	Interest	Total
1.	Acevedo Mercado, Sheila M.	\$200.00	\$5.00	\$205.00
2.	Alvalle Burgos, Agnes I.	\$300.00	\$7.00	\$307.00
3.	Alvarez Guadalupe, Everlydis	\$250.00	\$6.00	\$256.00
4.	Aponle Rodriguez, Ivonne	\$200.00	\$5.00	\$205.00
5.	Aponle Torres, Silvest M.	\$200.00	\$5.00	\$205.00
6.	Arce Almodovar, Osvaldo	\$360.00	\$8.00	\$368.00
7.	Arroyo Cruz, Wanda I.	\$360.00	\$8.00	\$368.00
8.	Batza Santiago, Madeline	\$200.00	\$5.00	\$205.00
9.	Capacetti Martinez, Ivonne I.	\$300.00	\$7.00	\$307.00
10.	Caraballo Garcia, Omayra	\$300.00	\$7.00	\$307.00
11.	Caraballo Ramos, Norman	\$200.00	\$5.00	\$205.00
12.	Caraballo Caraballo, Amneris	\$200.00	\$5.00	\$205.00
13.	Caraballo Jordan, Ruth E.	\$250.00	\$6.00	\$256.00
14.	Caraballo Pacheco, Johanna	\$200.00	\$5.00	\$205.00
15.	Carmona Colon, Ana A.	\$250.00	\$6.00	\$256.00
16.	Cedeno Emmanuelli, Maritza	\$250.00	\$6.00	\$256.00
17.	Colon Matos, Maria M.	\$200.00	\$5.00	\$205.00
18.	Colon Ortiz, Jahaira	\$250.00	\$6.00	\$256.00
19.	Correa Ramos, Igdali	\$250.00	\$6.00	\$256.00
20.	Cruz Garcia, Yaritza E.	\$200.00	\$5.00	\$205.00
21.	Cruz Rodriguez, Cynthia I.	\$200.00	\$5.00	\$205.00
22.	Cruz Torres, Maria V.	\$250.00	\$6.00	\$256.00
23.	Darder Bonilla, Luz	\$200.00	\$5.00	\$205.00
24.	De Jesus Bonilla, Janette	\$250.00	\$6.00	\$256.00
25.	Del Valle Cartagena, Jessica	\$200.00	\$5.00	\$205.00
26.	Echevarria Nieves, Daisy	\$300.00	\$7.00	\$307.00
27.	Echevarria Rodriguez, Reinaldo	\$300.00	\$7.00	\$307.00
28.	Fobles Medina, Annette	\$300.00	\$7.00	\$307.00
29.	Feliciano Flores, Jeanette	\$200.00	\$5.00	\$205.00
30.	Feliciano Pagan, Vanessa	\$200.00	\$5.00	\$205.00
31.	Figueras Castillo, Miguel A.	\$200.00	\$5.00	\$205.00

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*In the event that one check is issued including the principal and the interest, do not make any deduction from the interest portion of the total amount.

Appendix II

*Backpay - Christmas Bonus

Saint Lukes Memorial Hospital, Inc.
 d/b/a Hospital Episcopal San Lucas Ponce
 Cases 24-CA-071324 and 24-CA-076352

32.	Figueroa Galindo, Yahaira	\$200.00	\$5.00	\$205.00
33.	Figueroa Medina, Cecilia	\$200.00	\$5.00	\$205.00
34.	Figueroa Miranda, Milagros	\$200.00	\$5.00	\$205.00
35.	Flores Alicea, Iria	\$300.00	\$7.00	\$307.00
36.	Fuentes Bonilla, Irelis	\$360.00	\$8.00	\$368.00
37.	Galarza Maldonado, Amy G.	\$200.00	\$5.00	\$205.00
38.	Garcia Albino, Yanira	\$200.00	\$5.00	\$205.00
39.	Garcia Rentas, Betay	\$300.00	\$7.00	\$307.00
40.	Gaston Gonzalez, Lizbeth	\$250.00	\$6.00	\$256.00
41.	Gonzalez Gonzalez, Ricardo P.	\$200.00	\$5.00	\$205.00
42.	Gonzalez Velez, Ivonne	\$250.00	\$6.00	\$256.00
43.	Guzman Rodriguez, Andres	\$300.00	\$7.00	\$307.00
44.	Hartu Febles, Hector	\$200.00	\$5.00	\$205.00
45.	Hernandez Pacheco, Maria M.	\$300.00	\$7.00	\$307.00
46.	Irizarry Monsegur, Magaly	\$250.00	\$6.00	\$256.00
47.	Irizarry Rivera, Caroline	\$200.00	\$5.00	\$205.00
48.	Jacome Courat, Ymnia	\$200.00	\$5.00	\$205.00
49.	Julia Pereda, Taina	\$200.00	\$5.00	\$205.00
50.	Justino Lopez, Maria C.	\$300.00	\$7.00	\$307.00
51.	Laboy Ramos, Aricelis	\$300.00	\$7.00	\$307.00
52.	Leon Guzman, Walde	\$200.00	\$5.00	\$205.00
53.	Leopier Gonzalez, Diana M.	\$250.00	\$6.00	\$256.00
54.	Lillo Gonzalez, Anaida	\$300.00	\$7.00	\$307.00
55.	Lopez Arroyo, Juan M.	\$200.00	\$5.00	\$205.00
56.	Lopez Sanchez, Dennis E.	\$200.00	\$5.00	\$205.00
57.	Maldonado Zapata, Sally A.	\$200.00	\$5.00	\$205.00
58.	Maldonado Montes, Cindy	\$200.00	\$5.00	\$205.00
59.	Maldonado Velez, Lenda I.	\$250.00	\$6.00	\$256.00
60.	Martinez Pous, Maria A.	\$360.00	\$8.00	\$368.00
61.	Matias Burgos, Loyda	\$250.00	\$6.00	\$256.00
62.	Medina Ramos, Lydia	\$300.00	\$7.00	\$307.00
63.	Morcedo Santiago, Zulma	\$300.00	\$7.00	\$307.00

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Appendix II

*Backpay - Christmas Bonus

Saint Lukes Memorial Hospital, Inc. d/b/a
Hospital Episcopal San Lucas Ponce
Cases 24-CA-071324 and 24-CA-076352

54.	Moscoso Cruz, Juan R.	\$200.00	\$5.00	\$205.00
65.	Mojica Mercado, Luisa	\$200.00	\$5.00	\$205.00
66.	Montalvo Orengo, Boid	\$300.00	\$7.00	\$307.00
67.	Muniz Perez, Rosa I.	\$300.00	\$7.00	\$307.00
68.	Muniz Perez, Marie	\$300.00	\$7.00	\$307.00
69.	Navarro Echevarria, Wendy	\$250.00	\$6.00	\$256.00
70.	Ngtang, Melinda D.	\$200.00	\$5.00	\$205.00
71.	Nieves Feliciano, Wilberto	\$200.00	\$5.00	\$205.00
72.	Ocasio Mercado, Jesse	\$200.00	\$5.00	\$205.00
73.	Ocasio Santiago, Anatlido	\$360.00	\$8.00	\$368.00
74.	Orzini Amparo, Gladys	\$200.00	\$5.00	\$205.00
75.	Ortiz Chamorro, Johanna D.	\$200.00	\$5.00	\$205.00
76.	Ortiz Rosado, Carmea D.	\$300.00	\$7.00	\$307.00
77.	Ortiz Rosario, Francisco M.	\$250.00	\$6.00	\$256.00
78.	Pacheco Martinez, Anali	\$200.00	\$5.00	\$205.00
79.	Padilla Perez, Maria del C.	\$300.00	\$7.00	\$307.00
80.	Perez Garcia, Jeannette	\$250.00	\$6.00	\$256.00
81.	Perez Gonzalez, Leonides	\$250.00	\$6.00	\$256.00
82.	Perez Oliveras, Myriam	\$360.00	\$8.00	\$368.00
83.	Perez Pacheco, Lindsay A.	\$200.00	\$5.00	\$205.00
84.	Perez Torres, Luz N.	\$360.00	\$8.00	\$368.00
85.	Pietri Pozzi, Frances M.	\$300.00	\$7.00	\$307.00
86.	Quinones Caraballo, Magdalena	\$300.00	\$7.00	\$307.00
87.	Reyes Torres, Awilda J.	\$300.00	\$7.00	\$307.00
88.	Rivera Leon, Maria del Mar	\$200.00	\$5.00	\$205.00
89.	Rivera Maldonado, Sandra I.	\$300.00	\$7.00	\$307.00
90.	Rivera Ortiz, Julia I.	\$300.00	\$7.00	\$307.00
91.	Rivera Rentas, Marilyn	\$200.00	\$5.00	\$205.00
92.	Rivera Sanchez, Ivelisse	\$300.00	\$7.00	\$307.00
93.	Rivera Vega, Liliana	\$200.00	\$5.00	\$205.00
94.	Rodriguez, Ebylie J.	\$200.00	\$5.00	\$205.00

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Appendix II

*Backpay - Christmas Bonus

Saint Lukes Memorial Hospital, Inc. d/b/a
Hospital Episcopal San Lucas Ponce
Cases 24-CA-071324 and 24-CA-076352

95.	Rodriguez Baez, Gabriel	\$250.00	\$6.00	\$256.00
96.	Rodriguez Cortes, Dmayra I.	\$300.00	\$7.00	\$307.00
97.	Rodriguez Lopez, Virginia	\$250.00	\$6.00	\$256.00
98.	Rodriguez Nunez, Harcor F.	\$200.00	\$5.00	\$205.00
99.	Rodriguez Alvarado, Bettylizro	\$200.00	\$5.00	\$205.00
100.	Rodriguez Casiano, Maria de I.	\$250.00	\$6.00	\$256.00
101.	Rodriguez Galarza, Alejandrina	\$360.00	\$8.00	\$368.00
102.	Rodriguez Marin, Vidalina	\$250.00	\$6.00	\$256.00
103.	Rodriguez Reyes, Winfred G.	\$200.00	\$5.00	\$205.00
104.	Rodriguez Torres, Sharon M.	\$200.00	\$5.00	\$205.00
105.	Rodriguez Torres, Juan P.	\$200.00	\$5.00	\$205.00
106.	Rolon Melendez, Elba I.	\$250.00	\$6.00	\$256.00
107.	Rosado Muniz, Mary E.	\$200.00	\$5.00	\$205.00
108.	Ruiz Ortiz, Felicitia	\$360.00	\$8.00	\$368.00
109.	Santiago Rivera, Neisha M.	\$200.00	\$5.00	\$205.00
110.	Santiago Andujar, Juan E.	\$300.00	\$7.00	\$307.00
111.	Santiago Hernandez, Jannette M.	\$360.00	\$8.00	\$368.00
112.	Santiago Santiago, Wailania J.	\$200.00	\$5.00	\$205.00
113.	Segarra Rodriguez, Maria T.	\$250.00	\$5.00	\$250.00
114.	Sobamuniz, Isabel	\$200.00	\$5.00	\$205.00
115.	Suarez Valentine, Barbara S.	\$200.00	\$5.00	\$205.00
116.	Torres Andujar, Mildred	\$200.00	\$5.00	\$205.00
117.	Torres Cortes, Neriley S.	\$250.00	\$6.00	\$256.00
118.	Torres Sanchez, Norma I.	\$360.00	\$8.00	\$368.00
119.	Vargas Aguirre, Maria de los A.	\$300.00	\$7.00	\$307.00
120.	Vega Santiago, Norma I.	\$250.00	\$6.00	\$256.00
121.	Valez Nogron, Yaritza	\$300.00	\$7.00	\$307.00
122.	Yambo Amill, Jennifer M.	\$200.00	\$5.00	\$205.00

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Appendix II

*Backpay - Christmas Bonus

Saint Lukas Memorial Hospital, Inc. d/b/a
Hospital Episcopal San Lucas Ponce
Cases 24-CA-071324 and 24-CA-076352

Unit B - Practical Nurses

		Gross	Interest	Total
1.	Acevedo Olavarria, Mildred	\$210.00	\$5.00	\$215.00
2.	Arroyo Pabey, Judith	\$130.00	\$3.00	\$133.00
3.	Baezaviles, Sandra	\$210.00	\$5.00	\$215.00
4.	Batz Hernandez, Mirta I.	\$160.00	\$4.00	\$164.00
5.	Bernard Aguirre, Marilyn	\$130.00	\$3.00	\$130.00
6.	Borgos Negron, Migdalia	\$250.00	\$6.00	\$256.00
7.	Caquias Ramirez, Barbara	\$210.00	\$5.00	\$215.00
8.	Castro Gonzalez, Mayra L.	\$210.00	\$5.00	\$215.00
9.	Colon Sosa, Enocholia	\$250.00	\$6.00	\$256.00
10.	De Jesus Velez, Jose A.	\$160.00	\$4.00	\$164.00
11.	Echevarria Martinez, Migdalia	\$130.00	\$3.00	\$133.00
12.	Figueroa Ortiz, Milagros	\$250.00	\$6.00	\$256.00
13.	Flores Vargas, Francisco M.	\$210.00	\$5.00	\$215.00
14.	Garcia Colon, Marta H.	\$160.00	\$4.00	\$164.00
15.	Gonzalez Santiago, Arlyn	\$160.00	\$4.00	\$164.00
16.	Irizarry Irizarry, Sandra I.	\$130.00	\$3.00	\$133.00
17.	Lopez Martinez, Felipe	\$210.00	\$5.00	\$215.00
18.	Murales Rivera, Jessica	\$160.00	\$4.00	\$164.00
19.	Olivares Oliveras, Elba	\$250.00	\$6.00	\$256.00
20.	Pacheco Garcia, Gladys	\$250.00	\$6.00	\$256.00
21.	Pena Feliciano, Nilsam I.	\$200.00	\$5.00	\$205.00
22.	Perez Arroyo, Barbara J.	\$130.00	\$3.00	\$133.00
23.	Perez Cardona, Viviana	\$210.00	\$5.00	\$215.00
24.	Quinones Madera, Mercedes A.	\$210.00	\$5.00	\$215.00
25.	Ramos Mercado, Raymond	\$130.00	\$3.00	\$133.00
26.	Ramos Rios, Hilda M.	\$210.00	\$5.00	\$215.00
27.	Rios Gonzalez, Alba N.	\$250.00	\$6.00	\$256.00
28.	Rivera Ortiz, Iris N.	\$250.00	\$6.00	\$256.00
29.	Rivera Rivera, Marta I.	\$250.00	\$6.00	\$256.00
30.	Rivera Santiago, Silvia	\$210.00	\$5.00	\$215.00

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Appendix II

*Backpay - Christmas Bonus

Saint Lukes Memorial Hospital,
Inc. d/b/a Hospital Episcopal San
Lucas Ponce
Cases 24-CA-071324 and 24-CA-
076352

31.	Rodriguez Lopez, Hilda	\$250.00	\$6.00	\$256.00
32.	Roman Nuñez, Yamilka	\$130.00	\$3.00	\$133.00
33.	Sanchez Perez, Carmen D.	\$210.00	\$5.00	\$215.00
34.	Santos Rodriguez, Evelyn	\$130.00	\$3.00	\$133.00
35.	Santos Tardy, Ivonne	\$130.00	\$3.00	\$133.00
36.	Serrano Nunez, Nelida	\$160.00	\$4.00	\$164.00
37.	Sotomoreno, Margarita	\$250.00	\$6.00	\$256.00
38.	Torres Davila, Yexika	\$130.00	\$3.00	\$133.00
39.	Torres Ferrer, Irzzie M.	\$130.00	\$3.00	\$133.00
40.	Torres Gaston, Nitza V.	\$210.00	\$5.00	\$215.00
41.	Torres Morales, Maria E.	\$130.00	\$3.00	\$133.00
42.	Torres Rodriguez, Milagros	\$130.00	\$3.00	\$133.00
43.	Torres Rosa, Raymond	\$210.00	\$5.00	\$215.00
44.	Vazquez Rivera, Catalina	\$160.00	\$4.00	\$164.00
45.	Vega Roman, Emiliene	\$160.00	\$4.00	\$164.00
46.	Vélazquez Mendez, Johanna E.	\$210.00	\$5.00	\$215.00

Unit C - Clerical

		Gross	Interest	Total
1	Borrero Garcia, Maria M.	\$150.00	\$3.00	\$153.00
2	Ferrer Colon, Jose P.	\$100.00	\$2.00	\$102.00
3	Gonzalez Vazquez, Sonia N.	\$200.00	\$5.00	\$205.00
4	Martinez Martinez, Velda E.	\$100.00	\$2.00	\$102.00
5	Monroig Morales, Iris N.	\$200.00	\$5.00	\$205.00
6	Pacheco Rivera, Isabel	\$200.00	\$5.00	\$205.00
7	Rivera Soto, Judith	\$150.00	\$3.00	\$153.00
8	Rodriguez Robles, Itzian	\$125.00	\$2.00	\$127.00
9	Sanchez Gaston, Elisa Y.	\$125.00	\$2.00	\$127.00
10	Saldana Torres, Omayra	\$150.00	\$3.00	\$153.00
11	Santiago Martinez, Glenda L.	\$125.00	\$2.00	\$127.00
12	Santiago Zayas, Elsie A.	\$150.00	\$3.00	\$153.00
13	Soto Rodriguez, Aileen	\$125.00	\$2.00	\$127.00
14	Vargas Gonzalez, Israel	\$200.00	\$5.00	\$205.00

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Appendix II

*Backpay - Christmas Bonus

Saint Lukes Memorial Hospital, Inc. d/b/a
Hospital Episcopal San Lucas Ponce
Cases 24-CA-071324 and 24-CA-076352

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	Gross	Interest	Total
TOTAL GRADUATE NURSES	\$30,460.00	\$734.00	\$31,189.00
TOTAL PRACTICAL NURSES	\$8,610.00	\$206.00	\$8,816.00
TOTAL CLERICAL	\$2,100.00	\$44.00	\$2,144.00
Totals	\$41,170.00	\$984.00	\$42,154.00

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APPENDIX III

St. Luke's Memorial Hospital

Employee Name	# Days
Febles Medina, Annette	1
Medina Ramos, Lydia	1
Correa Ramos, Igdall	1
Echevarria Rodriguez, Reinaldo	2
Fuentes Bonilla, Irells	1
Perez Gonzalez, Leonides	1
Bernard Garcia, Alba J.	2
Rivera Rentas, Marilyn	2
Guzman Rodriguez, Andres	1
Figueroa Medina, Cecilia	2
Montalvo Orengo, Enid	2
Aponte Rodriguez, Ivonne	1
Rodriguez Casiano, Maria	1
Hartu Febles, Hector L.	2
Rolon Melendez, Elba I.	1
Rodriguez Cortes, Omayra I.	1
Cedeño Emmanuelli, Maritza	1
Quiñones Caraballo, Magdalena	1
Ortiz Rosario, Francisco M.	2
Mercado Santiago, Zulma	2
Colon Matos, Maria M.	1
Alvarez Guadalupe, Everlydis	1
Gonzalez Velez, Ivonne	2
Maldonado Velez, Glenda I.	2
Leon Guzman, Walde	2
Caraballo Caraballo, Amneris	1
Segarra Rodriguez, Maria T.	2
Rodriguez Marin, Vidalina	2
Matias Burgos, Loyda	1
Rodriguez Torres, Juan P.	2
Gonzalez Gonzalez, Ricardo P.	1
Santiago Rivera, Nelsha M.	1
Mescual Cruz, Juan R.	2
Caraballo Pacheco, Johanna	1
Figueroa Miranda, Milagros	2
Del Valle Cartagena, Jessica	1
Santiago Hernandez, Jannette M.	1
Jusino Lopez, Maria C.	1
Rodriguez Baez, Gabriel	1
Vargas Aguirre, Maria de los A.	1
Carmona Colon, Ana A.	1
Torres Correa, Nerlloys	1
Gaston Gonzalez, Lizbeth	1
Caraballo Garcia, Omayra	3
Soba Muñiz, Isabel	1
Vega Santiago, Norma I.	1
Hernandez Pacheco, Maria M.	1
Avelle Burgos, Agnes I.	1
Perez Garcia, Jeannette	2
Padilla Perez, Maria del C.	1
Muñiz Perez, Rosa I.	1
Muñiz Perez, Marie!	1
Rodriguez Lopez, Virginia	1
Aponte Torres, Silveth M.	2

MEH
 CMM

APPENDIX III

St. Luke's Memorial Hospital

Employee Name	# Days
Rivera Sanchez, Ivellsse	1
Santiago Andujar, Juan E.	2

Cent
HEA

APPENDIX IV

**Saint Luke's Memorial Hospital, Inc. d/b/a Hospital Episcopal San Lucas Ponce
Cases 24-CA-071324 and 24-CA-076352**

***Change of Schedule (7.5 to 8 hours)**

cut
NEW

	Gross	Interest	Total
Borgos, Migdalia	\$342.63	\$0.96	\$343.59
Monroig, Iris	\$263.25	\$0.73	\$263.98
Vargas, Israel	\$231.12	\$0.65	\$231.77
Total	\$837.00	\$2.34	\$839.34

INTERNET FORM NLRB-67 (2-08)

UNITED STATES OF AMERICA NATIONAL LABOR RELATIONS BOARD CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE Case 24-CA-071324 Date Filed December 23, 2011

INSTRUCTIONS:

File as original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer: Servicios de Salud Episcopales, Inc. d/b/a Hospital Episcopal San Lucas Ponce, Inc. b. Tel. No. 787-844-2080 c. Cell No. 1. Fax No. 787-844-7506 g. e-Mail h. Number of workers employed 100+ e. Employer Representative: Calvin Tua, Human Resources Director j. Identify principal product or service: Hospital/Medical services

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) SEE Attachment

RECEIVED NLRB REGION 2011 DEC 23 AM 10:27 SAN JUAN, PR 00918-1720

3. Full name of party filing charge (if labor organization, give full name, including local name and number) Unidad Laboral de Enfermeras/os y Empleados de la Salud

4a. Address (Street and number, city, state, and ZIP code) Calle Héctor Salamán 354, Urb. Ext. Roosevelt, San Juan PR 00918-2111 4b. Tel. No. 787-763-8310 4c. Cell No. 4d. Fax No. 787-763-8380 4e. e-Mail contacto@unidadlaboral.com

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) none

6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief. By Harold Hopkins/ Legal Counsel (signature of representative or person making charge) (Print type name and title or office, if any) PO Box 362905 San Juan PR 00936 12/23/2011 (date) Tel. No. 787-526-4903 Office, if any, Cell No. Fax No. 787-763-8380 e-Mail snikpohh@yahoo.com

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

ATTACHMENT TO UNFAIR LABOR PRACTICE CHARGE (FORM NLRB 501)

Section 7 and Sections 8 (a) (1), (3) and (5) of the Act.

Since in or about June, July and August 2011, the above named employer has failed and refused to bargain in good faith with the below named labor organization by:

1. By-passing the union and engaging in direct dealing with its units employees over mandatory terms and conditions of employment.
2. Promulgating and enforcing a new employee manual at its hospital which changed the existing terms and conditions of employment of its units employees without notice and/or bargaining with the union.
3. Unilaterally changing existing terms and conditions of employment and renegeing on bargaining proposals initialed by the parties.
4. Refusing to provide the seniority lists for its hospital employees as requested by the union.
5. Changing its hours of work and work schedules for its units employees without bargaining with the union.
6. Failing to provide information requested by the union on July 29, 2011, August 26, 2011 and September 14, 2011 which is necessary for bargaining and investigation of grievances.
7. Refusing to permit the union to use the bulletin board to communicate with the units employees.
8. Transferring a unit employee to a non-unit position at the hospital without notice nor bargaining with the union and changing his terms and conditions of employment.
9. Elimination of punching hours worked for lunch/meal period without bargaining with the union.
10. Discriminating against its employee **EVEN** Rivera Gandia due to his membership and activities on behalf of the union by transferring him from a unit position to a non-unit position at the hospital.
11. Implementing various unilateral changes in the terms and conditions of employment without notice and/or bargaining with the union.
12. Discrimination against its RN nurses regarding the payment of their hours worked according to agreements and past practice.

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

FIRST AMENDED CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case

24-CA-071324

February 17, 2012

INSTRUCTIONS

File an original together with four copies and a copy for each additional charged party named in item 1 with the NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT		
a. Name of Employer Servicios de Salud Episcopales, Inc., d/b/a Hospital Episcopal San Lucas Ponce, Inc.	b. Number of workers employed 100+	
c. Address (street, city, state, ZIP code) PO Box 336810 Ponce PR 00733	d. Employer Representative Calvine Tua, HR Director	e. Telephone No. 787-844-2080 Fax. 787-844-7506
f. Type of Establishment (factory, mine, wholesaler, etc.) Hospital	g. Identify principal product or service Medical/Health Services	
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a)(1)(3)(5) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)		
See attachment		
3. Full name of party filing charge (if labor organization, give full name, including local name and number) Unidad Laboral de Enfermeras/os y Empleados de la Salud		
4a. Address (street and number, city, state and ZIP code) Calle Héctor Salaman 354 Urb. Ext. Roosevelt, San Juan PR 00919-2111	4b. Telephone No. Tel. 787-763-8310 Fax 787-763-8380 Email contacto@unidadlaboral.com	
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) none		
6. DECLARATION		
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		
By <u>Harold E. Hopkins</u> Signature of representative or person making charge Address PO Box 362905 San Juan, PR 00936	Harold Hopkins Telephone No. 787-526-4903 Fax 787-763-8380 Email snjkpohh@yahoo.com	Title: Legal Counsel Date February 17, 2012

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REGIONAL OFFICE
SAN JUAN, PR 00918-1720
2012 FEB 17 PM 2:35

FORM NLRB-501 FORM EXEMPT UNDER 44 U.S.C. 3512

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE
AND IMPRISONMENT
(U.S. CODE TITLE 18, SECTION 1001)**

ATTACHMENT TO UNFAIR LABOR PRACTICE CHARGE

Section 7 and Section 8(a)(1), (3) and (5) of the Act. Since in or about June, July and August 2011, the above named Employer has failed and refused to bargain in good faith with the Union by:

1. Bypassing the Union and engaging in direct dealing with its unit employees over mandatory terms and conditions of employment
2. Promulgating and enforcing a new employee manual at its hospital which changed existing terms and conditions of employment of its unit employees without notice and/or bargaining with the Union.
3. Unilaterally changing existing terms and conditions of employment and renegeing on bargaining proposals initialed by the parties.
4. Refusing to provide seniority lists for its hospital employees as requested by the Union.
5. Implementing various unilateral changes in the terms and conditions of employment without notice and/or bargaining with the Union by:
 - a. reducing the overtime of all registered nurses from double time to time and a half and not requiring employees to punch their meal period after reclassifying them as "exempt employees" contrary to past practice and provisions of the collective bargaining agreement.
 - b. forcing unit employees to take vacations contrary to past practice and provisions of the collective bargaining agreement
 - c. failing to pay the holidays of December 2011 and January 2012 and/or using holidays to complete employees' 40 hour work schedule or granting and/or using holidays as a day off contrary to past practice and provisions of the collective bargaining agreement.
 - d. transferring several unit employees to non-unit and unit positions contrary to past practice and provisions of the collective bargaining agreement and thus affecting employees' terms and conditions of employment.
 - e. Changing and implementing new work schedules and/or hours of work contrary to past practice and provisions of the collective bargaining agreement
 - f. Failing to notify the Union of unit employees' disciplinary actions contrary to past practice and provisions of the collective bargaining agreement.
 - g. Eliminating punching hours worked for lunch/meal period.
6. Failing to provide information requested by letters dated August 30, 2011; September 8, 2011; September 14, 2011; July 29, 2011; September 8, 2011; September 23, 2011; October 5, 2011; November 14, 2011; December 21, 2011; and January 23, 2011, which is necessary for bargaining and investigation of grievances.
7. Refusing to permit the Union to use the bulletin board to communicate with unit employees.
8. Discriminating against Sandra Cruz and Even Rivera due to their membership and activities on behalf of the Union by transferring them to a non-unit position.
9. Discriminating against its registered nurses regarding the payment of their hours worked according to agreements and past practice.

INTERNET
FORM NLRB-501
(2-08)

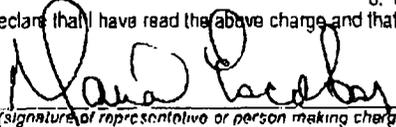
UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

FORM EXEMPT UNDER 44 U.S.C. 3512

DO NOT WRITE IN THIS SPACE	
Case 24-CA-076352	Date Filed March 12, 2012

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1 EMPLOYER AGAINST WHOM CHARGE IS BROUGHT	
a. Name of Employer Servicios de Salud Episcopales Inc., Servicios Cardiovasculares Episcopales Inc., Centro de Emergencia y Medicina Integrada San Lucas, Inc. and Saint Luke's Memorial Hospital,	b. Tel. No. (787) 844-2080
d. Address (Street, city, state, and ZIP code) P.O. Box 336810 Ponce, P.R. 00733-6810	c. Cell No.
e. Employer Representative Sr. Calvine Túa Algarín Human Resources Director	f. Fax No. (787) 844-7506
i. Type of Establishment (factory, mine, wholesaler, etc.) Hospital	g. e-Mail
j. Identify principal product or service Hospital Medical Services	h. Number of workers employed 100+
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 8 (a) (1), (3) and (5) and Section 10 (J) _____ of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.	
2 Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) SEE ATTACHMENT	
3 Full name of party filing charge (if labor organization, give full name, including local name and number) Unidad Laboral de Enfermeras(os) y Empleados de la Salud	
4a Address (Street and number, city, state, and ZIP code) Calle Héctor Salamá n #354 Ext. Roosevelt San Juan, P.R. 00918-2111	4b Tel. No. (787) 763-8310
	4c Cell No.
	4d Fax No. (787) 763-8380
	4e e-Mail contacto@unidadlaboral.com
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)	
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.	
By  (signature of representative or person making charge)	Tel. No. (787) 763-8310
María Escobar - Executive Secretary (Print/type name and title or office, if any)	Office, if any, Cell No.
Same as 4 (a) Address _____	Fax No. (787) 763-8380
9/3/12 (date)	e-Mail contacto@unidadlaboral.com

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 NLRB
 REGION 2
 2012 MAR 12 AM 8:59
 SAN JUAN, PR 00918-1720

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of voluntary, however, failure to supply the information will cause the NLRB to decline to invoke its processes.

EXHIBIT 1(c)

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REGION 2

Page 1 of 2

ATTACHMENT TO UNFAIR LABOR PRACTICE CHARGE

SAN JUAN, PR 00918-1720
Servicios de Salud Episcopales Inc., Servicios Cardiovasculares Episcopales Inc., Centro de Emergencia y Medicina Intergrada San Lucas, Inc. and Saint Luke's Memorial Hospital, Inc.,

Sections 8(a) (1), (3) and (5) and Section 10 (j)

Since in or about October 15, 2011 and thereafter, the above named employers, jointly and/or in concert, have bargained in bad faith with the charging party union. Additionally, they have discriminated against its units employees who work at its cardiovascular facility located at its hospital enterprise located at Poncc, PR by:

1. Discriminating against its units employees by paying a Christmas bonus less than the amount paid to its non-union employees.
2. Since March 1, 2012 and thereafter, discriminating against its units employees by refusing to pay the \$40.00 meal allowance (obvencion).
3. Discriminating against its employees Norma Vega, Catalina Vazquez, Francheska Rodriguez, Jose De Jesus Velez and Jessica Morales by paying them the amount of \$600.00 for the Christmas bonus for 2011 in lieu of \$1060.00 -\$1260.00 due to their transfers to unit positions belonging to the charging party.
4. Discriminating against some 150 RN nurses and LPN nurses who are members of the union by paying each of them from \$600 to \$700 for their Christmas bonus for 2011 whereas the bonus paid to non-union RN nurses and LPN nurses ranged from \$1060.00 -\$1260.00.
5. Discriminating against its employee, Janette De Jcsus Bonilla, RN, by failing to pay her on-call hours worked at doble time her rate of pay since October 15, 2011 and thereafter.
6. Failing to pay its unit employees the bonus payment for years of service (Bono por años de servicio) since on or about December 15, 2011 in accordance with past practice and the last collective bargaining agreement.
7. The above named employers have discriminated against its units employees due to their union membership and activities on behalf of the charging party union and owe the unit employees substantial amounts of monies for the above described discriminatory practices.
8. Since about the beginning of February 2012, and thereafter, unilaterally and without notice and bargaining, it has changed the hours of work for all employees who work fixed shifts of 7am to 3 pm, 3pm to 11pm and 11pm to 7am by requiring them to work an additional one-half (½) hour daily without pay in violation of the last collective bargaining agreement and existing past practice.
9. Unilaterally and without notice and bargaining, changing the terms and for conditions of the meal allowance (obvencion) for its employees by eliminating the \$40.00 meal allowance and making other material changes in the meal allowance benefits violating the existing terms and conditions of employment, the expired collective bargaining agreement and the existing past practice.

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REGION 24

Page 2 of 2

ATTACHMENT TO UNFAIR LABOR PRACTICE CHARGE (Continuation)

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SAN JUAN, PR 00918-1720

- 10. Refusing to provide relevant financial and other relevant information for processing of complaints in a diligent and timely manner to the union.
- 11. Since in or about September 2011 and thereafter, unilaterally and without notice and bargaining, changing the rate of payment of on-call work hours from double time to regular rate of pay.
- 12. Refusing to furnish payrolls, check stubs and time and attendance records for its units employees for 2011 and 2012 which are necessary for the union to investigate and process grievances and complaints of its employees and also for use by the union for its collective bargaining proposals in order to make intelligent demands at the table.
- 13. By unilaterally refusing to pay the Bonus for Years of Service to its units employees.
- 14. The charging party demands that the NLRB seek and take Section 10 (j) injunctive relief against the above named employees due to the repetitive and pervasive history of serious violations of Act by the charged parties.

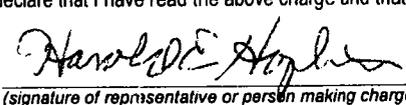
INTERNET
FORM NLRB-501
(2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
AMENDED CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 24-CA-076352	Date Filed May 15, 2012

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT	
a. Name of Employer Servicios de Salud Episcopales, Inc., Servicios Cardiovasculares Episcopales, Inc., Centro de Emergencia y Medicina Intregda San Lucas, Inc., and Saint Luke's Memorial Hospital	b. Tel. No. 787-844-2080
	c. Cell No.
	f. Fax No. 787-844-7506
d. Address (Street, city, state, and ZIP code) PO Box 336810	e. Employer Representative Calvine Tua, HR Director
	g. e-Mail
	h. Number of workers employed 100+
i. Type of Establishment (factory, mine, wholesaler, etc.) Hospital	j. Identify principal product or service Hospital Medical Services
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3)(5) and Section 10(j) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.	
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) SEE ATTACHMENT	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) Unidad Laboral de Enfermeros/as y Empleados de la Salud	
4a. Address (Street and number, city, state, and ZIP code) Calle Héctor Salaman #354 Ext. Roosevelt San Juan, PR 00918-2111	4b. Tel. No. 787-763-8310
	4c. Cell No.
	4d. Fax No. 787-763-8380
	4e. e-Mail contacto@unidadlaboral.com
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) none	
6. DECLARATION	
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.	
By  (signature of representative or person making charge)	Harold Hopkins, Esq. / Legal Counsel (Print/type name and title or office, if any)
	Tel. No. 787-526-4903
	Office, if any, Cell No.
	Fax No. 787-763-8380
	e-Mail snikpohh@yahoo.com
Address PO Box 362905 San Juan PR 00936	5/15/12 (date)

RECEIVED
 NLRB
 REGION 24
 MAY 15 AM 11:31
 SAN JUAN, PR 00918-1720

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of voluntary, however, failure to supply the information will cause the NLRB to decline to invoke its processes.

EXHIBIT 1(d)

Attachment to Unfair Labor Practice Charge

Sections 8(a)(1), (3), and (5) and Section 10(j)

Since in or about October 15, 2011, and thereafter, the above named Employer bargained in bad faith with the charging party union. Additionally, the Employer has discriminated against its unit employees who work at its cardiovascular facility located at its hospital enterprise located at Ponce PR by:

1. Discriminating against its unit employees by paying a Christmas bonus less than the amount paid to non-unit employees.
2. Discriminating against its employees Noram Vega, Catalina Vázquez, Francheska Rodríguez, José De Jesús Vélez, and Jessica Morales by paying them the amount of \$600 for the Christmas bonus for 2011 in lieu of \$1060.00-\$1,260.00 due to their transfers to unit positions belonging to the charging party.
3. Discriminating against some 150 RN nurses and LPN nurses who are members of the Union by paying each of them from \$600 to \$700 for their Christmas bonus for 2011 whereas the bonus paid to non-union RN nurses and LPN nurses ranged from \$1060.00 -\$1260.00.
4. Discriminating against all RNs by failing to pay on-call hours worked at double time rate since October 15, 2011 and thereafter.
5. Failing to pay its unit employees the bonus payment for years of service (bono por años de servicio) since on or about December 15, 2011 in accordance with past practice and the last collective bargaining agreement.
6. The above named employer has discriminated against unit employees do to their union membership and activities on behalf of the charging party union and owe the unit employees substantial of monies for the above described discriminatory practices.
7. Since about the beginning of February 2012, and thereafter, unilaterally and without notice and bargaining, it has changed the hours of work for all employees who work fixed shifts of 7am to 3pm, 3pm to 11pm, and 11pm to 7am by requiring them to work an additional one half (1/2) hour daily without pay in violation of the last collective bargaining agreement and existing past practice.
8. Unilaterally and without notice changing unit employees' breakfast menu in violation of the last collective bargaining agreement and existing past practice.
9. Refusing to provide relevant financial and other relevant information for processing of complaints in a diligent and timely manner to the Union.

10. Refusing to furnish payrolls, check stubs and time and attendance records for its unit employees for 2011 and 2012 which are necessary for the Union to investigate and process grievances and complaints of its employees and also for use by the Union for its collective bargaining proposals in order to make intelligent demands at the table.
11. Coercing, interfering, and restraining unit employees by encouraging unit employees to decertify the Union and/or advising employees how to collect signatures for a decertification petition at a meeting held in January and February 2012.
12. The charging party demands that the NLRB seek and take Section 10(j) injunctive relief against the above-named employees due to the repetitive and pervasive history of serious violations of Act by the charged parties.

INTERNET FORM NLRB-901

UNITED STATES OF AMERICA NATIONAL LABOR RELATIONS BOARD SECOND AMENDED CHARGE AGAINST EMPLOYER

FORM EXEMPT UNDER 46 U.S.C. 9512

DO NOT WRITE IN THIS SPACE

Case 24-CA-071324 Date Filed June 28, 2012

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1 EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer SAINT LUKE'S MEMORIAL HOSPITAL, INC. d/b/a HOSPITAL EPISCOPAL SAN LUCAS PONCE. b. Tel. No. 787-844-2080. c. Cell No. f. Fax No. 787-844-7506. g. e-Mail. h. Number of workers employed 100+. i. Type of Establishment (factory, mine, wholesaler, etc.) Hospital. j. Identify principal product or service Hospital Medical Services.

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) See attachment

3. Full name of party filing charge (if labor organization, give full name, including local name and number) Unidad Laboral de Enfermeros/as y Empleados de la Salud

4a. Address (Street and number, city, state, and ZIP code) Calle Héctor Salaman #354 Ext. Roosevelt San Juan, PR 00918-2111. 4b. Tel. No. 787-763-8310. 4c. Cell No. 4d. Fax No. 787-763-8380. 4e. e-Mail contacto@unidadlaboral.com

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) None

6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By Harold Hopkins, Esq./ Legal Counsel (signature of representative of person making charge) (Print type name and title or office, if any) Address PO Box 362903 San Juan PR 00936 6/26/12 (date)

Tel. No. 787-526-4903 Office, if any, Cell No. Fax No. 787-763-8380 e-Mail snikpohh@yahoo.com

RECEIVED NLRB REGION 24 2012 JUN 27 PM 2:13 SAN JUAN, PR 00918-1720

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

ATTACHMENT TO UNFAIR LABOR PRACTICE CHARGE

Since in or about June, July and August 2011, the Employer has failed and refused to bargain in good faith with the Union and has discriminated against unit employees in violation of Sections 8(a)(1), (3) and (5) of the Act by:

1. Promulgating a new employee manual at its hospital which changed existing terms and conditions of employment of its unit employees without notice and/or bargaining with the Union.
2. Implementing various unilateral changes in the terms and conditions of employment without notice and/or bargaining with the Union by:
 - a. reducing the overtime of all registered nurses from double time to time and a half after reclassifying them as "exempt employees" contrary to past practice and provisions of the collective bargaining agreement
 - b. forcing unit employees to take vacations contrary to past practice and provisions of the collective bargaining agreement
 - c. failing to pay the holidays of December 2011 and January 2012 and/or using holidays to complete employees' 40 hour work schedule or granting and/or using holidays as a day off contrary to past practice and provisions of the collective bargaining agreement.
 - d. Transferring employees Mirta Batiz, Sandra Cruz, Rosa González, and Hilda Rodríguez contrary to past practice and provisions of the collective bargaining agreement and thus affecting employees' terms and conditions of employment.
 - e. Changing and implementing new work schedules and/or hours of work contrary to past practice and provisions of the collective bargaining agreement
 - f. Failing to notify the Union of unit employees' disciplinary actions contrary to past practice and provisions of the collective bargaining agreement.
 - g. Eliminating punching hours worked for lunch/meal period.
3. Unreasonably delaying in furnishing information and/or failing to provide information requested by letters dated August 30, 2011; September 8, 2011; September 14, 2011; July 29, 2011; September 8, 2011; September 23, 2011; October 5, 2011; November 14, 2011; December 21, 2011; and January 23, 2012, which is necessary for bargaining and investigation of grievances.
4. Refusing to permit the Union to use the bulletin board to communicate with unit employees.
5. Discriminating against Even Rivera due to his membership and activities on behalf of the Union by transferring him to a non-unit position.
6. Discriminating against its registered nurses regarding the payment of their hours worked according to agreements and past practice.

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ALBA
REGION 24

INTERNET
FORM NLRB-501

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
SECOND AMENDED CHARGE AGAINST EMPLOYER

FORM EXEMPT UNDER 44 U.S.C. 3512

DO NOT WRITE IN THIS SPACE	
Case 24-CA-076352	Date Filed June 28, 2012

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer SAINT LUKE'S MEMORIAL HOSPITAL, INC. d/b/a HOSPITAL EPISCOPAL SAN LUCAS PONCE.		b. Tel. No. 787-844-2080
d. Address (Street, city, state, and ZIP code) PO Box 338810		c. Cell No.
e. Employer Representative Calvine Tua, HR Director		f. Fax No. 787-844-7508
i. Type of Establishment (factory, mine, wholesaler, etc.) Hospital		g. e-Mail
j. Identify principal product or service Hospital Medical Services		h. Number of workers employed 100+

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)
See attachment

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2012 JUN 28 AM 9:11
SAN JUAN, PR 00918-1720

3. Full name of party filing charge (if labor organization, give full name, including local name and number)
Unidad Laboral de Enfermeros/as y Empleados de la Salud

4a. Address (Street and number, city, state, and ZIP code) Calle Héctor Salaman #364 Ext. Roosevelt San Juan, PR 00918-2111		4b. Tel. No. 787-763-8310
		4c. Cell No.
		4d. Fax No. 787-763-8380
		4e. e-Mail contacto@unidadlaboral.com

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) None

6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		Tel. No. 787-528-4903
By  (signature of representative or person making charge)	Harold Hopkins, Esq./ Legal Counsel (Print type name and title or office, if any)	Office, if any, Cell No.
Address: PO Box 362905 San Juan PR 00936		Fax No. 787-763-8380
6/26/12 (date)		e-Mail snihpohh@yahoo.com

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

ATTACHMENT TO SECOND AMENDED CHARGE

The Employer has failed to bargain in good faith with the Union in violation of Sections 8 (a) (1) and (5) of the Act by:

1. About December 2011, unilaterally and contrary to its past practice, failed to pay the Christmas bonus customarily paid to employees.
2. Since about the beginning of February 2012, and thereafter, unilaterally and without notice and bargaining, it has changed the hours of work for all employees who work fixed shifts of 7am to 3pm, 3pm to 11pm, and 11pm to 7am by requiring them to work an additional one half (½) hour daily without pay in violation of the last collective bargaining agreement and existing past practice.
3. About October 2011 and January 23, 2012, refused to provide relevant financial and other relevant information for processing of complaints in a diligent and timely manner to the Union.
4. About October 2011 and January 23, 2012 refused to furnish payrolls, monthly work schedules, time cards, check stubs and time and attendance records for its unit employees for 2011 and 2012 which are necessary for the Union to investigate and process grievances and complaints of its employees and also for use by the Union for its collective bargaining proposals in order to make intelligent demands at the table.

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 24**

SAINT LUKE'S MEMORIAL HOSPITAL, INC.
d/b/a HOSPITAL EPISCOPAL SAN LUCAS
PONCE.

and

UNIDAD LABORAL DE ENFERMEROS/AS Y
EMPLEADOS DE LA SALUD

Cases 24-CA-071324
24-CA-076352

**ORDER CONSOLIDATING CASES, CONSOLIDATED
COMPLAINT AND NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board, and to avoid unnecessary costs or delay, IT IS ORDERED THAT the charges in Cases 24-CA-071324 and 24-CA-076352, filed by Unidad Laboral de Enfermeras(os) y Empleados de la Salud ("Union") against Saint Luke's Memorial Hospital, Inc., d/b/a Hospital Episcopal San Lucas Ponce ("Respondent") are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act, 29 U.S.C. § 151 et seq. (the Act) and Section 102.15 of the Board's Rules and Regulations, and alleges that Respondent has violated the Act by engaging in the following unfair labor practices:

1. (a) The charge in Case 24-CA-071324 was filed by the Union on December 23, 2011, and a copy was served by regular mail on Respondent on the same date.

(b) The amended charge in Case 24-CA-071324 was filed by the Union on February 17, 2012, and a copy was served by regular mail on Respondent on February 22, 2012.

(c) The second amended charge in Case 24-CA-071324 was filed by the Union on June 27, 2012, and a copy was served by regular mail on Respondent on June 28, 2012.

(d) The charge in Case 24-CA-076352 was filed by the Union on March 12, 2012, and a copy was served by regular mail on Respondent on the same date.

(e) The first amended charge in Case 24-CA- 076352 was filed by the Union on May 15, 2012, and a copy was served by regular mail on Respondent on May 16, 2012.

(f) The second amended charge in Case 24-CA-076352 was filed by the Union on June 28, 2012, and a copy was served by regular mail on Respondent on June 28, 2012.

2. (a) At all material times Respondent, a Puerto Rico corporation, with an office and place of business in Ponce, Puerto Rico, herein called the Hospital, has been engaged in the operation of a hospital providing acute health care services.

(b) During the past 12-month period, a representative period of its operations, Respondent, in conducting its operations described above in paragraph 2(a), derived gross revenues in excess of \$250,000.

(c) During the past 12-month period, Respondent, in conducting its operations described above in paragraph 2(a), purchased and received at the Hospital, goods

valued in excess of \$50,000 directly from points outside the Commonwealth of Puerto Rico.

3. At all material times Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act and has been a health care institution within the meaning of Section 2(14) of the Act.

4. At all material times the Union has been a labor organization within the meaning of Section 2(5) of the Act.

5. At all material times Calvine Túa held the position of Respondent's Human Resources Director, and has been a supervisor of Respondent within the meaning of Section 2(11) of the Act and an agent of Respondent within the meaning of Section 2(13) of the Act.

6. The following employees of Respondent ("the Units") constitute units appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

Unit A

Included: All registered nurses employed by Respondent for its cardiovascular operations at the Cardiovascular Department in its Hospital located in Ponce, Puerto Rico, performing duties of registered nurses, including the head nurses.

Excluded: All other employees, executives, administrators, supervisors, nurses in services training, and any other person who is authorized, on behalf of Respondent to hire, dismiss, promote, discipline and/or in any other way to vary the status of the employees, and/or to effectively recommend any such action including the Nurse Services Director and its assistant.

Unit B

Included: All practical nurses employed by Respondent for its cardiovascular operations at the Cardiovascular Department in its Hospital located in Ponce, Puerto Rico.

Excluded: All other employees, including executives, administrators, professionals, technicians, clerks, maintenance employees, laundry employees, cooks, nurses in training process, graduate nurses, drivers, warehouse employees, pharmacy assistants, cafeteria employees, guards and supervisors as defined in the Act.

Unit C

Included: All office clerical employees and surgery room technicians employed by Respondent at its Cardiovascular Department located in Ponce, Puerto Rico.

Excluded: Administrative and executive employees, the secretaries for the administrator, the secretary for the medical director, the secretary for the personnel director, the secretary for the Comptroller, the secretary for the nursing director, professional personnel, registered nurses, licensed practical nurses, occasional and part-time X-ray technicians, X-ray technicians not within the Cardiovascular Department, guards and supervisors as defined in the Act; and any other person who is authorized on behalf of Respondent to hire, promote, dismiss, discipline and in any other way to vary the status of the employees, and to effectively recommend any such action, advisors and directors, and employees included in other collective bargaining units at the Employer's Hospital.

7. (a) Since about March 3, 2008, and at all material times, the Union has been the designated exclusive collective-bargaining representative of the employees in Unit A, Unit B, and Unit C, and since then the Union has been recognized as the representative by Respondent. This recognition has been embodied in an informal Settlement Agreement executed by the parties and approved by the undersigned Regional Director on March 3, 2008, in Cases 24-CA-11688, et al.

(b) At all times since March 3, 2008, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Units.

8. (a) About August 30, 2011, the Union requested, in writing to Calvin Túa, Respondent's Human Resources Director, that Respondent furnish the Union with a list

of all employees who have been transferred and/or are working at the Cardiovascular Tower as a result of any change such as departmental closings or any other reasons.

(b) The information requested by the Union, as described above in paragraph 8(a), is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Units.

(c) Since about August 30, 2011, Respondent has failed and/or refused to furnish the Union with the information requested by it as described above in paragraph 8(a).

9. (a) About September 8, 2011, the Union requested, in writing to Calvin Túa, Respondent's Human Resources Director, that Respondent furnish the Union with the job descriptions of in effect for all registered nurses prior to their reclassification from non-exempt to exempt status in 2011.

(b) The information requested by the Union, as described above in paragraph 9(a), is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(c) Since about September 8, 2011, Respondent has failed and/or refused to furnish the Union with the information requested by it as described above in paragraph 9(a).

10. (a) About September 8, 2011, the Union requested, in writing, to Calvin Túa, Respondent's Human Resources Director, that Respondent furnish the Union with the following information:

(i) the memorandum drafted in June 2011 reflecting that Judith Rivera had been counseled;

- (ii) minute of the meeting where Judith Rivera was counseled;
- (iii) the attendance list of the meeting.

(b) The information requested by the Union, as described above in paragraph 10(a), is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of Unit C.

(c) Since about September 8, 2011, Respondent has failed and/or refused to furnish the Union with the information requested by it as described above in paragraph 10(a).

11. (a) About September 14, 2011, the Union requested, in writing, to Calvin Túa, Respondent's Human Resources Director, that Respondent furnish the Union with the following information:

- (i) work schedules from January 2011 to the present,
- (ii) payroll records from April 2011 to the present.

(b) The information requested by the Union, as described above in paragraph 11(a), is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Units.

(c) Since about September 14, 2011, Respondent has failed and/or refused to furnish the Union with the information requested by it as described above in paragraph 11(a).

12. (a) About September 23, 2011, the Union requested, in writing to Calvin Túa, Respondent's Human Resources Director, an opportunity to review at Respondent's facility its payroll records, monthly work schedules, and time cards for the Registered Nurses for the period from January 1, 2011 to the present.

(b) The information requested by the Union, as described above in paragraph 12(a) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of Unit A.

(c) Since about September 27, 2011, Respondent has failed and/or refused to make the information available to the Union as described above in paragraph 12(a).

13. (a) About November 14, 2011, the Union requested, in writing, to Calvin Túa, Respondent's Human Resources Director, that Respondent furnish the Union with a copy of the last performance appraisal of employee Windy Navarro.

(b) The information requested by the Union, as described above in paragraph 13(a) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of Unit A.

(c) From about November 14, 2011 to about March 13, 2012, Respondent unreasonably delayed in furnishing the Union with a copy of the last performance appraisal of employee Windy Navarro.

14. (a) About December 21, 2011, the Union requested, in writing, to Calvin Túa, Respondent's Human Resources Director, that Respondent furnish the Union with the following information:

- (i) list of employees were sent on vacation,
- (ii) number of days of vacation,
- (iii) the vacation balance before and after employees were sent on vacation.

(b) The information requested by the Union, as described above in paragraph 14(a) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Units.

(c) Since about December 21, 2011, Respondent has failed and/or refused to furnish the Union with the information requested by it as described above in paragraph 14(a).

15. (a) About January 23, 2012, the Union requested, in writing, to Calvin Túa, Respondent's Human Resources Director, that Respondent furnish the Union with the following information relating to reasons for not providing the 2010 audited financial statements:

- (i) bank involved in the matter,
- (ii) nature of information needed from the banks and name of the auditors involved when was the information requested, what it consisted of, and the current status of the alleged procedure in the banking industry.

(b) The information requested by the Union, as described above in paragraph 15(a), is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Units.

(c) Since about February 7, 2012, Respondent, by Calvine Túa, has failed and refused to make the information available to the Union as described above in paragraph 15(a).

16. (a) About July 2011, Respondent, unilaterally and contrary to its past practice, issued and promulgated a new employee handbook to the Units.

(b) About August 26, 2011, Respondent, unilaterally and contrary to its past practice, transferred Mirta Batiz, Sandra Cruz, Rosa Gonzalez, and Hilda Rodriguez from the Surgical Intensive Care Unit (SICU) to other departments.

(c) About August 26, 2011, Respondent, unilaterally and contrary to its past practice, changed the work schedules of Mirta Batiz and Sandra Cruz.

(d) About September 2011, Respondent, unilaterally and contrary to its past practice, has been failing to pay the overtime at a double time rate to certain employees belonging to Unit A.

(e) About early December 2011, Respondent, unilaterally and contrary to its past practice, changed the vacation policy of its employees by eliminating and/or limiting employee discretion with regard to the scheduling of vacation leave.

(f) About December 2011, Respondent, unilaterally and contrary to its past practice, failed to pay its Christmas bonus to the Units employees in the Units.

(g) About January 2012, Respondent, unilaterally and contrary to its past practice, denied employees the option of selecting whether they wanted to be paid for the holidays that fell between December 2011 and January 2012 or whether they wanted to take these holidays as a day off.

(h) About January 2012, Respondent, unilaterally and contrary to its past practice, required certain employees who had fixed work schedules to work an additional one-half an hour daily without pay.

(i) The subject set forth above in paragraphs 16 (a), (b), (c), (d), (e), (f), (g) and (h) relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(j) Respondent engaged in the conduct described above in paragraphs 16(a) through 16(h) without prior notice to the Union and/or without affording the Union an opportunity to bargain with Respondent with respect to this conduct and the effects of this conduct.

17. By the conduct described above in paragraphs 9, 10, 11, 12, 13, 14, 15 and 16, Respondent has been failing and refusing to bargain collectively, and in good faith, with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

18. The unfair labor practices of Respondent described above the commerce within the meaning of Section 2(6) and (7) of the Act.

As part of the remedy for the unfair labor practices alleged above in paragraph 16 (d) and 16(f), the Acting General Counsel seeks and order requiring reimbursement of amounts equal to the difference in taxes owed upon receipt of a lump-sum payment and taxes that would have been owed had there been no discrimination.

The Acting General Counsel further seeks, as part of the remedy for the allegations in paragraphs 16 (d) and 16(f), that Respondent be required to submit the appropriate documentation to the Social Security Administration so that when backpay is paid, it will be allocated to the appropriate periods.

As part of the remedy for the unfair labor practices alleged above in paragraph 16, the Acting General Counsel seeks an Order requiring Respondent to: a) upon request of the Union, rescind all unilateral changes alleged herein; b) make whole the employees in the Unit for any loss of pay or benefits they may have suffered as a result

of said unilateral changes alleged; and c) bargain with the Union in good faith to an agreement or to impasse concerning any proposed changes.

The Acting General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the consolidated complaint. The answer must be received by this office on or before July 13, 2012, or postmarked on or before July 12, 2012. Unless filed electronically in a pdf format, Respondent should file an original and four copies of the answer with this office.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on File Case Documents, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of

the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing.

Service of the answer on each of the other parties must be accomplished in conformance with the requirements of Section 102.114 of the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed or if an answer is filed untimely, the Board may find, pursuant to Motion for Default Judgment, that the allegations in the consolidated complaint are true.

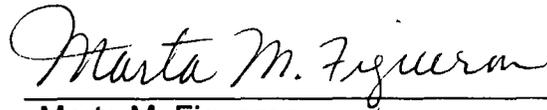
NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on the 14th day of August 2012 at 9:30 am at the **NLRB Hearing Room, La Torre de Plaza, Plaza Las Americas Mall, Suite 1002, 525 F.D. Roosevelt Ave., San Juan, Puerto Rico**, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this consolidated complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

All parties are reminded of the National Labor Relations Board's standard procedures in formal unfair labor practice proceedings which provide that all exhibits offered for evidence shall be filed in duplicate. In the event a duplicate copy of the

exhibit which has been received in evidence has not been submitted to the Administrative Law Judge prior to the close of hearing, and the filling of said duplicate has not for good reason shown been waived by the Administrative Law Judge, any ruling receiving the exhibits may be rescinded and the exhibits rejected.

Dated at San Juan, Puerto Rico this 29th day of June 2012.



Marta M. Figueroa
Regional Director
National Labor Relations Board, Region 24
La Torre de Plaza, Suite 1002
525 F.D. Roosevelt Ave.
San Juan, P.R. 00918-1002

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 24**

SAINT LUKE'S MEMORIAL HOSPITAL, INC.
d/b/a HOSPITAL EPISCOPAL SAN LUCAS
PONCE.

and

UNIDAD LABORAL DE ENFERMEROS/AS Y
EMPLEADOS DE LA SALUD

Cases 24-CA-071324
24-CA-076352

**ORDER CONSOLIDATING CASES, CONSOLIDATED
AMENDED COMPLAINT AND AMENDED NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board, and to avoid unnecessary costs or delay, IT IS ORDERED THAT the charges in Cases 24-CA-071324 and 24-CA-076352, filed by Unidad Laboral de Enfermeras(os) y Empleados de la Salud ("Union") against Saint Luke's Memorial Hospital, Inc., d/b/a Hospital Episcopal San Lucas Ponce ("Respondent") are consolidated.

This Order Consolidating Cases, Consolidated Amended Complaint and Amended Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act, 29 U.S.C. § 151 et seq. (the Act) and Section 102.15 of the Board's Rules and Regulations, and alleges that Respondent has violated the Act by engaging in the following unfair labor practices:

1. (a) The charge in Case 24-CA-071324 was filed by the Union on December 23, 2011, and a copy was served by regular mail on Respondent on the same date.

(b) The amended charge in Case 24-CA-071324 was filed by the Union on February 17, 2012, and a copy was served by regular mail on Respondent on February 22, 2012.

(c) The second amended charge in Case 24-CA-071324 was filed by the Union on June 27, 2012, and a copy was served by regular mail on Respondent on June 28, 2012.

(d) The charge in Case 24-CA-076352 was filed by the Union on March 12, 2012, and a copy was served by regular mail on Respondent on the same date.

(e) The first amended charge in Case 24-CA- 076352 was filed by the Union on May 15, 2012, and a copy was served by regular mail on Respondent on May 16, 2012.

(f) The second amended charge in Case 24-CA-076352 was filed by the Union on June 28, 2012, and a copy was served by regular mail on Respondent on the same date.

2. (a) At all material times Respondent, a Puerto Rico corporation, with an office and place of business in Ponce, Puerto Rico, herein called the Hospital, has been engaged in the operation of a hospital providing acute health care services.

(b) During the past 12-month period, a representative period of its operations, Respondent, in conducting its operations described above in paragraph 2(a), derived gross revenues in excess of \$250,000.

(c) During the past 12-month period, Respondent, in conducting its operations described above in paragraph 2(a), purchased and received at the Hospital, goods

valued in excess of \$50,000 directly from points outside the Commonwealth of Puerto Rico.

3. At all material times Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act and has been a health care institution within the meaning of Section 2(14) of the Act.

4. At all material times the Union has been a labor organization within the meaning of Section 2(5) of the Act.

5. At all material times Calvine Túa held the position of Respondent's Human Resources Director, and has been a supervisor of Respondent within the meaning of Section 2(11) of the Act and an agent of Respondent within the meaning of Section 2(13) of the Act.

6. The following employees of Respondent ("the Units") constitute units appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

Unit A

Included: All registered nurses employed by Respondent for its cardiovascular operations at the Cardiovascular Department in its Hospital located in Ponce, Puerto Rico, performing duties of registered nurses, including the head nurses.

Excluded: All other employees, executives, administrators, supervisors, nurses in services training, and any other person who is authorized, on behalf of Respondent to hire, dismiss, promote, discipline and/or in any other way to vary the status of the employees, and/or to effectively recommend any such action including the Nurse Services Director and its assistant.

Unit B

Included: All practical nurses employed by Respondent for its cardiovascular operations at the Cardiovascular Department in its Hospital located in Ponce, Puerto Rico.

Excluded: All other employees, including executives, administrators, professionals, technicians, clerks, maintenance employees, laundry employees, cooks, nurses in training process, graduate nurses, drivers, warehouse employees, pharmacy assistants, cafeteria employees, guards and supervisors as defined in the Act.

Unit C

Included: All office clerical employees and surgery room technicians employed by Respondent at its Cardiovascular Department located in Ponce, Puerto Rico.

Excluded: Administrative and executive employees, the secretaries for the administrator, the secretary for the medical director, the secretary to the personnel director, the secretary for the Comptroller, the secretary for the nursing director, professional personnel, registered nurses, licensed practical nurses, occasional and part-time X-ray technicians, X-ray technicians not within the Cardiovascular Department, guards and supervisors as defined in the Act; and any other person who is authorized on behalf of Respondent to hire, promote, dismiss, discipline and in any other way to vary the status of the employees, and to effectively recommend any such action, advisors and directors, and employees included in other collective bargaining units at the Employer's Hospital.

7. (a) Since about March 3, 2008, and at all material times, the Union has been the designated exclusive collective-bargaining representative of the employees in Unit A, Unit B, and Unit C, and since then the Union has been recognized as the representative by Respondent. This recognition has been embodied in an informal Settlement Agreement executed by the parties and approved by the undersigned Regional Director on March 3, 2008, in Cases 24-CA-11688, et al.

(b) At all times since March 3, 2008, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Units.

8. (a) About August 30, 2011, the Union requested, in writing, to Calvin Túa, Respondent's Human Resources Director, that Respondent furnish the Union with a list

of all employees who have been transferred to and/or are working at the Cardiovascular Tower as a result of any change such as departmental closings or any other reasons.

(b) The information requested by the Union, as described above in paragraph 8(a), is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Units.

(c) Since about August 30, 2011, Respondent has failed and/or refused to furnish the Union with the information requested by it as described above in paragraph 8(a).

9. (a) About September 8, 2011, the Union requested, in writing, to Calvin Túa, Respondent's Human Resources Director, that Respondent furnish the Union with the job descriptions in effect for all registered nurses prior to their reclassification from non-exempt to exempt status in 2011.

(b) The information requested by the Union, as described above in paragraph 9(a), is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of Unit A.

(c) Since about September 8, 2011, Respondent has failed and/or refused to furnish the Union with the information requested by it as described above in paragraph 9(a).

10. (a) About September 8, 2011, the Union requested, in writing, to Calvin Túa, Respondent's Human Resources Director, that Respondent furnish the Union with the following information:

(i) the memorandum drafted in June 2011 reflecting that Judith Rivera had been counseled;

- (ii) minute of the meeting where Judith Rivera was counseled;
- (iii) the attendance list of the meeting.

(b) The information requested by the Union, as described above in paragraph 10(a), is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of Unit C.

(c) Since about September 8, 2011, Respondent has failed and/or refused to furnish the Union with the information requested by it as described above in paragraph 10(a).

11. (a) About September 14, 2011, the Union requested, in writing, to Calvin Túa, Respondent's Human Resources Director, that Respondent furnish the Union with the following information:

- (i) work schedules from January 2011 to the present,
- (ii) payroll records from April 2011 to the present.

(b) The information requested by the Union, as described above in paragraph 11(a), is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Units.

(c) Since about September 14, 2011, Respondent has failed and/or refused to furnish the Union with the information requested by it as described above in paragraph 11(a).

12. (a) About September 23, 2011, the Union requested, in writing, to Calvin Tua, Respondent's Human Resources Director, an opportunity to review at Respondent's facility its payroll records, monthly work schedules, and time cards for the Registered Nurses for the period from January 1, 2011 to the present.

(b) The information requested by the Union, as described above in paragraph 12(a) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of Unit A.

(c) Since about September 27, 2011, Respondent has failed and/or refused to make the information available to the Union as described above in paragraph 12(a).

13. (a) About November 14, 2011, the Union requested, in writing, to Calvin Túa, Respondent's Human Resources Director, that Respondent furnish the Union with a copy of the last performance appraisal of employee Windy Navarro.

(b) The information requested by the Union, as described above in paragraph 13(a) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of Unit A.

(c) From about November 14, 2011 to about March 13, 2012, Respondent unreasonably delayed in furnishing the Union with a copy of the last performance appraisal of employee Windy Navarro.

14. (a) About December 21, 2011, the Union requested, in writing, to Calvin Túa, Respondent's Human Resources Director, that Respondent furnish the Union with the following information:

- (i) list of employees were sent on vacation,
- (ii) number of days of vacation,
- (iii) the vacation balance before and after employees were sent on vacation.

(b) The information requested by the Union, as described above in paragraph 14(a) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Units.

(c) Since about December 21, 2011, Respondent has failed and/or refused to furnish the Union with the information requested by it as described above in paragraph 14(a).

15. (a) About January 23, 2012, the Union requested, in writing, to Calvin Túa, Respondent's Human Resources Director, that Respondent furnish the Union with the following information relating to reasons for not providing the 2010 audited financial statements:

- (i) bank involved in the matter,
- (ii) nature of information needed from the banks and name of the auditors involved, when was the information requested, what it consisted of, and the current status of the alleged procedure in the banking industry.

(b) The information requested by the Union, as described above in paragraph 15(a), is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Units.

(c) Since about February 7, 2012, Respondent has failed and/or refused to make the information available to the Union as described above in paragraph 15(a).

16. (a) About July 2011, Respondent, unilaterally and contrary to its past practice, issued and promulgated a employee handbook to the Units containing new terms of employment.

(b) About August 26, 2011, Respondent, unilaterally and contrary to its past practice, transferred its employees Mirta Batiz, Sandra Cruz, Rosa Gonzalez, and Hilda Rodriguez from the Surgical Intensive Care Unit (SICU) to other departments.

(c) About August 26, 2011, Respondent, unilaterally and contrary to its past practice, changed the work schedules of its employees Mirta Batiz and Sandra Cruz.

(d) About September 2011, Respondent, unilaterally and contrary to its past practice, and the terms of Article XIV of the expired collective bargaining agreement, has been failing to pay the overtime at a double time rate to certain employees belonging to Unit A.

(e) About early December 2011, Respondent, unilaterally and contrary to its past practice, changed the vacation policy of its employees by eliminating and/or limiting employee discretion with regard to the scheduling of vacation leave.

(f) About December 2011, Respondent, unilaterally and contrary to its past practice, reduced the Christmas bonus paid to the employees in the Units.

(g) About January 2012, Respondent, unilaterally and contrary to its past practice, and the terms of articles XVIII, XXV and XVII for Units A, B and C, respectively, of the expired collective bargaining agreements, denied employees in the Units who worked certain holidays in December 2011 and January 2012, the option of choosing whether to be paid extra holiday pay for working those dates or to be allowed to take another day off with pay.

(h) About January 2012, Respondent, unilaterally and contrary to its past practice, required certain employees who had fixed work schedules to work an additional one-half an hour daily without pay.

(i) The subjects set forth above in paragraphs 16 (a) through 16(h) relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(j) Respondent engaged in the conduct described above in paragraphs 16(a) through 16(h) without prior notice to the Union and/or without affording the Union an opportunity to bargain with Respondent with respect to this conduct and the effects of this conduct, and/or without first bargaining with the Union to a good-faith impasse.

17. By the conduct described above in paragraphs 8, 9, 10, 11, 12, 13, 14, 15 and 16, Respondent has been failing and refusing to bargain collectively, and in good faith, with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

18. The unfair labor practices of Respondent described above the commerce within the meaning of Section 2(6) and (7) of the Act.

As part of the remedy for the unfair labor practices alleged above in paragraph 16 (d) and 16(f), the Acting General Counsel seeks and order requiring reimbursement of amounts equal to the difference in taxes owed upon receipt of a lump-sum payment and taxes that would have been owed had there been no discrimination.

The Acting General Counsel further seeks, as part of the remedy for the allegations in paragraphs 16 (d) and 16(f), that Respondent be required to submit the appropriate documentation to the Social Security Administration so that when backpay is paid, it will be allocated to the appropriate periods.

As part of the remedy for the unfair labor practices alleged above in paragraph 16, the Acting General Counsel seeks an Order requiring Respondent to: a) upon

request of the Union, rescind all unilateral changes alleged herein; b) make whole the employees in the Unit for any loss of pay or benefits they may have suffered as a result of said unilateral changes alleged; and c) bargain with the Union in good faith to an agreement or to impasse concerning any proposed changes.

The Acting General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the consolidated amended complaint. The answer must be received by this office on or before August 21, 2012, or postmarked on or before August 20, 2012. Unless filed electronically in a pdf format, Respondent should file an original and four copies of the answer with this office.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on File Case Documents, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or

by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing.

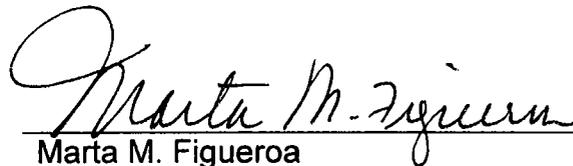
Service of the answer on each of the other parties must be accomplished in conformance with the requirements of Section 102.114 of the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed or if an answer is filed untimely, the Board may find, pursuant to Motion for Default Judgment, that the allegations in the consolidated amended complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on the 18th day of September 2012 at 9:30 am at the **NLRB Hearing Room, La Torre de Plaza, Plaza Las Americas Mall, Suite 1002, 525 F.D. Roosevelt Ave., San Juan, Puerto Rico**, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this consolidated amended complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

All parties are reminded of the National Labor Relations Board's standard procedures in formal unfair labor practice proceedings which provide that all exhibits offered for evidence shall be filed in duplicate. In the event a duplicate copy of the exhibit which has been received in evidence has not been submitted to the Administrative Law Judge prior to the close of hearing, and the filing of said duplicate has not for good reason shown been waived by the Administrative Law Judge, any ruling receiving the exhibits may be rescinded and the exhibits rejected.

Dated at San Juan, Puerto Rico this 7th day of August 2012.



Marta M. Figueroa
Regional Director
National Labor Relations Board, Region 24
La Torre de Plaza, Suite 1002
525 F.D. Roosevelt Ave.
San Juan, P.R. 00918-1002

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September 13, 2012

Ana Beatriz Ramos, Attorney
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SAN JUAN, PR 00918-1720

RE: Case # 24-CA-071324
Saint Luke's Memorial Hospital Inc.

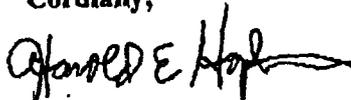
Dear Ana:

The charging party hereby withdraws paragraph 2 (b) of the amended charge filed on June 28, 2012. This has to do with the vacations allegations.

As to the Formal Complaint, please fax a copy to me at (787) 763-8310 c/o Maria Escobar. Also send me a copy by email : snikpohh@yahoo.com

I do not know who will sign for the union. Please leave this item blank and we will insert proper name and title.

Cordially,



Harold E. Hopkins