

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
DIVISION OF JUDGES  
ATLANTA BRANCH OFFICE

HOSPITAL SAN CARLOS, INC.  
D/B/A HOSPITAL SAN CARLOS  
BORROMEO

and

CASE 24-CA-11093

UNIDAD LABORAL DE ENFERMERAS(OS)  
Y EMPLEADOS DE LA SALUD

*Isis M. Ramos-Melendez, Esq.,  
and Efrain Rivera-Vega, Esq.,*  
for the Government.<sup>1</sup>

*Tristan Reyes-Gilestra, Esq.,*  
for the Hospital.<sup>2</sup>

*Harold E. Hopkins, Esq.*  
for the Union<sup>3</sup>

DECISION

Statement of the Case

**WILLIAM N. CATES, Administrative Law Judge.** This is an alleged failure by Hospital San Carlos, Inc. d/b/a Hospital San Carlos Borrromeo (Hospital) to pay employees in certain bargaining units their 2008 Christmas bonus. I heard this case in trial in San Juan, Puerto Rico, on May 21, 2009. The case originates from a charge filed by Unidad Laboral De Enfermeras(os) Y Empleados De La Salud (Union) on January 9, and amended on February 25, 2009, against the Hospital. The prosecution of the case was formalized on March 31, 2009, when the Regional Director for Region 24 of the National Labor Relations Board (Board), acting in the name of the Board's General Counsel, issued a Complaint and Notice of Hearing (Complaint) against the Hospital.

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<sup>1</sup> I shall refer to Counsel for General Counsel as Counsel for the Government or Government.

<sup>2</sup> I shall refer to Counsel for the Hospital as Counsel for the Hospital or Hospital.

<sup>3</sup> I shall refer to Counsel for the Union as Union Counsel or Union.

5 The Complaint specifically alleges the Hospital has since on or about December  
15, 2008, failed to continue in effect all the terms and conditions of employment for its  
employees as contained in four separate agreements which were in effect at the time by  
failing and/or refusing to pay employees in the units their 2008 Christmas bonus. It is  
alleged the Hospital engaged in the conduct without the Union's consent and that  
bonuses are mandatory subjects of bargaining. It is alleged the Hospital by its actions  
has failed and refused to bargain collectively and in good faith with the Union as the  
exclusive collective-bargaining representative of its employees within the meaning of  
10 Section 8(d) of the National Labor Relations Act, as amended, (Act) and in violation of  
Section 8(a)(1) and (5) of the Act.

15 The Hospital, in a timely filed answer to the Complaint, denies having violated  
the Act in any manner alleged in the Complaint.

20 The parties were given full opportunity to participate, to introduce relevant  
evidence, to examine and cross-examine witnesses, and to file briefs. I carefully  
observed the demeanor of the witnesses as they testified. I have studied the whole  
record, the post trial briefs, and the authorities cited therein. Based on more detailed  
findings and analysis below, I conclude and find the Hospital violated the Act  
substantially as alleged in the complaint.

**Findings of Fact**

25 **I. Jurisdiction, Labor Organization Status**

30 The Hospital is a Puerto Rico corporation with an office and place of business in  
Moca, Puerto Rico, where it is, and has been, engaged in the operation of a hospital  
providing health care services. During the past twelve months ending March 31, 2009, a  
representative period, the Hospital purchased and received directly from points and  
places located outside the Commonwealth of Puerto Rico goods and materials valued in  
excess of \$50,000. During the same period of time it also had gross revenues in excess  
of \$250,000. The parties admit, and I find, the Hospital is an employer engaged in  
commerce within the meaning of Section 2(2), (6) and (7) of the Act.

35 The parties admit, and I find, the Union is a labor organization within the  
meaning of Section 2(5) of the Act.

40 **II. The Facts**

**a) Background**

45 It is admitted the units A through D inclusive described below, herein called the  
Units, constitute units appropriate for the purposes of collective bargaining within the  
meaning of Section 9(b) of the Act. It is admitted the Union was certified as the  
exclusive collective-bargaining representative of Unit A on December 18, 2006; Unit B

on December 9, 1997; Unit C on October 18, 1999; and, Unit D since at least 2006. It is also admitted that at all times since the dates just set forth and based on Section 9(a) of the Act the Union has been the exclusive collective-bargaining representative of the Units. It is admitted that at all times material herein (specifically including December 15, 2008), there were collective-bargaining agreements between the Hospital and the Union covering terms and conditions of employment for employees in each of the units.

**b) The Collective Bargaining Units**

**Unit A:**

**INCLUDED:** All regular full time and regular part-time electricians, plumbers, refrigeration technicians, and utility employees employed by the Hospital at its facility located in Moca, Puerto Rico.

**EXCLUDED:** All other employees, secretaries, guards and supervisors as defined in the Act.

**Unit B:**

**INCLUDED:** All medical technologists employed by the Hospital at its facility located in Moca, Puerto Rico.

**EXCLUDED:** All other employees, office and clerical employees, guards and supervisors as defined in the Act.

**Unit C:**

**INCLUDED:** All licensed practical nurses and technical employees employed by the Hospital at its facility located in Moca, Puerto Rico, including Operating Room technicians, X-ray technicians, respiratory therapy technicians, laboratory assistants, auxiliary pharmacists, and sterile equipment technicians.

**EXCLUDED:** All other employees, guards and supervisors as defined in the Act.

**Unit D:**

**INCLUDED:** All registered nurses employed by the Hospital at its facility located in Moca, Puerto Rico.

**EXCLUDED:** All other employees, head nurses, office employees, confidential employees, managerial employees, guards and supervisors as defined in the Act.

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**c) The Bonuses**

10 The parties stipulated the collective bargaining agreements contain the following effective dates: 1) Unit A, electricians, plumbers, refrigeration technicians and utility employees from August 26, 2007 through August 25, 2010; 2) Unit B, medical technologists from June 5, 2006 through June 4, 2009; 3) Unit C licensed practical nurses and technical employees from May 2008 through May 2011; and, 4) Unit D registered nurses from January 1, 2006 through December 31, 2008.

15 The parties' collective bargaining agreements also contain Christmas bonus provisions. Language for the Christmas bonuses at issue herein (2008) states, each eligible unit employee would receive a bonus equivalent to six percent (.06%) of their total salary up to a maximum salary of thirteen thousand five hundred dollars (\$13,500) earned within the period for the said bonus. In other words the maximum bonus amount  
20 payable in 2008 would be eight hundred ten dollars (\$810). In order for a unit employee to be eligible for the bonus the employee must have worked at least seven hundred (700) hours within the twelve (12) months between October 1 and September 30 of the previous year and be a regular employee as of the date of the payment of the bonus which payment date is between December 1 and 15 of each year. The bonus established  
25 by each unit's collective bargaining agreement contains language stating, "The bonus established herein includes and is not in addition to the one established by law."

30 The parties stipulated that on December 15, 2008, the Hospital paid a maximum amount of three hundred seventy dollars (\$370) to its unit employees as a Christmas bonus. The parties further stipulated the formula set forth in the parties collective bargaining agreements provide for a 2008 Christmas bonus payment up to a maximum of eight hundred ten dollars (\$810). The Hospital acknowledges the amount (\$810) is mathematically correct but asserts it had no obligation to pay that amount in 2008. The Hospital stipulated it did not pay Christmas bonuses for its unit employees in 2008  
35 utilizing the formula set forth in the parties' collective bargaining agreements. The Hospital, however, paid the unit employees' 2006 and 2007 Christmas bonuses using the applicable collective bargaining formulas. The only difference between the statutory mandated Christmas bonus and the collective bargaining agreement bonus for 2008 is the maximum employee wage (\$10,000 for the law and \$13,000 for the contract) on which  
40 the percentage (.06%) is computed to arrive at the amount for the bonus.

45 Union Representative Arturo Grant testified that during negotiations for the contractual Christmas bonus the parties utilized the Puerto Rico Christmas Bonus Law as a "model" but added a provision to explain there would not be two (law and contract) bonuses paid unit employees "that [it] would not be paid in the pyramid fashion, that it would not be two bonuses." Hospital HR Director Migdalia Ortiz testified pyramid

discussions did not arise in negotiations regarding Christmas bonuses but arose in negotiations regarding overtime pay.

5 It is helpful, at this point, to examine the Christmas Bonus Law. Commonwealth  
of Puerto Rico Law No. 148 of June 30, 1969, as amended, (Christmas Bonus Law) 29  
L.P.R.A. Section 501 requires any employer who employs one or more worker or  
employee to pay the worker or employee a Christmas bonus. The Christmas Bonus Law  
sets forth the hours (700) an employee must work in a natural year (October 1 to  
10 September 30) to be eligible for a bonus and provides percentage (.06%) [for 2008]  
computations utilizing employees' wages or salary (up to a maximum wage or salary or  
\$10,000) to determine the amount of the bonus. The specific time frame (December 1 to  
December 15) for paying the bonus is set forth as well as penalties for late or non  
payment of the bonuses.

15 The Secretary of Labor and Human Resources for Puerto Rico is designated to  
administer the Christmas Bonus Law and is empowered to examine an employer's  
books, accounts, files and related documents to determine an employer's responsibilities  
toward their employees regarding Christmas bonuses. An employer may be exempt from  
20 paying, in whole or in part, the statutory Christmas bonus by petitioning the Secretary of  
Labor and Human Resources for such relief. An employer may be exempt, in whole or  
in part, by demonstrating to the Secretary the employer has not obtained profits from its  
business, or the profits are not sufficient to cover the total amount of the bonuses without  
exceeding a fifteen percent (.15%) limit on net annual profits that must be utilized for the  
statutory Christmas bonuses. In order to seek any type exemption an employer must  
25 submit to the Secretary of Labor and Human Resources by November 30 a general  
balance sheet and a profit and loss statement for the twelve (12) month period from  
October 1 of the previous year to September 30 of the current year. The balance sheet  
and profit and loss statements must be duly certified by a certified public accountant. If  
an employer does not submit the above described general balance sheet and profit and  
30 loss statements within the time and in the manner specified, the employer shall be bound  
to pay the statutory required Christmas bonuses.

35 The Christmas Bonus Law (29 L.P.R.A. Section 506) states: "The provisions of  
this chapter shall not apply in cases where the workers or employees receive an annual  
bonus by collective agreement, except in the event where the amount of the bonus to  
which entitled by such collective agreement may result lower than the one provided by  
this chapter in which case they shall receive the necessary amounts to complete the  
bonus provided herein."

40 The parties stipulated to a number of relevant letters exchanged between the  
parties as well as with the Puerto Rico Department of Labor and Human Resources  
regarding the 2008 Christmas bonuses for the Unit employees at issue herein.

45 Union Representative Grant on November 11, 2008, wrote Hospital HR Director  
Ortiz expressing concern regarding rumors the Hospital was planning not to pay the  
Christmas bonus for the Unit employees for 2008. Grant reminded Ortiz the Hospital

was required by the parties' collective bargaining agreements to pay the bonuses and asked Ortiz to notify the Hospital's supervision the Christmas bonuses would be paid so they would stop telling the employees otherwise.

5 HR Director Ortiz responded to Grant's November 11 letter explaining the  
Hospital had, with sacrifice, paid the Christmas bonuses the previous two years but 2008  
was different because "the financial result was negative." Ortiz stated in her letter the  
"Christmas bonus of the Collective Bargaining Agreements is subject to what is provided  
10 for in the Legal Bonus [statutory bonus] to the point of requiring compliance, for  
example: the requirement of working no less than 700 hours, the period which is  
considered for computation of the bonus, the percentages of said bonus and the date of  
the payment between the 1<sup>st</sup> and 15<sup>th</sup> of December." Ortiz further noted in her letter the  
collective bargaining agreement bonus "includes and is not in addition to the one  
15 established by Law." HR Director Ortiz also states in her letter that if the Hospital is  
exonerated from the legally required Christmas bonus it would also be exonerated from  
the collective bargaining agreement Christmas bonus.

Hospital Executive Director Rosaida Crespo Cordero testified she requested, in  
writing, on November 25, 2008, from the Puerto Rico Department of Labor and Human  
20 Resources partial exonerated of payment of the 2008 Christmas bonuses. Executive  
Director Cordero also attached the necessary financial statements to her request and  
asserted that fifteen percent of the total net earnings of the Hospital was "not enough to  
comply with the .06% bonus established for this [2008] year". The Hospital specifically  
requested it be authorized to pay a prorated bonus amount to its qualified employees.

25 Puerto Rico Department of Labor and Human Resources sub-Director Carlos I.  
Maldonado replied to Cordero on December 1, 2008, advising her the Department would  
audit the Hospital's books and accounting documents for verification of the Hospital's  
financial claims. Maldonado provided the Hospital with a copy of the Department's  
30 form "Request for Declaration of Exoneration of Christmas Bonus with Attachments A  
& B." The Department, however, approved a partial exonerated of bonus payments for  
the Hospital on December 1, 2008.

35 On December 4, 2008, Hospital Executive Director Cordero provided sub-  
Director Maldonado a completed "Request for Declaration of Exoneration of Christmas  
Bonus" form.

40 On December 9, 2008, Union Executive Director Radames Quinones wrote the  
Secretary of the Department of Labor and Human Resources Roman Velasco Gonzalez  
regarding the Hospital's request for an exemption from paying the 2008 Christmas bonus  
to the Unit employees at the Hospital. Quinones advised the Secretary the Union was the  
exclusive representative of the employees at the Hospital and the Hospital and Union  
were parties to collective bargaining agreements governing payment of the 2008  
Christmas bonus for the Unit employees. Quinones asserts in his letter the Christmas  
45 Bonus Law does not apply nor are the payment exemptions applicable to the parties  
herein because of the collective bargaining agreements covering the Hospital's

employees. Quinones also asserts in his letter, that any adjustment to the payment of the Christmas bonus had to be agreed to by the parties “and not imposed by the Department of Labor.” Quinones requested he be provided a copy of any decision the Secretary made regarding the bonus matter.

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Hospital Executive Director Cordero, in a memorandum dated December 10, 2008, addressed to all Hospital employees, notified them the Hospital would be paying only a partial Christmas bonus for 2008.

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In a December 12, 2008 letter to Hospital Executive Director Cordero, Department of Labor and Human Resources sub-Director Maldonado noted the Department had, on December 1, 2008, approved the Hospital’s partial exoneration request for the 2008 Christmas bonus; but stated, he had been advised on December 9, 2008, by Union Executive Director Quinones the Union was the exclusive representative for the Unit employees. Maldonado then noted in his letter those portions of the Christmas Bonus Law where it states the provisions of the Law do not apply in cases where the employees receive bonuses through a collective bargaining agreement unless the collective bargaining agreement bonus is less than the statutory bonus in which case the statutory amount would be paid the employees. Maldonado continued:

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According to the above-mentioned, the approved exoneration so that your Company pays the Christmas Bonus based on 15% of the profits only applies to those employees that do not belong to the appropriate unit.

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In those cases where the employees receive annual bonuses through a Collective Bargaining Agreement, the Collective Bargaining Agreement will be law between the parties.

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Hospital Executive Director Cordero replied on December 16, 2008, to Department of Labor and Human Resources sub-Director Maldonado’s December 12, 2008 letter stating, in pertinent part:

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In reference to your indication that the exoneration granted only applies to those employees that do not belong to the appropriate unit, we understand that this is not correct. What is correct is what you point out at the end of the letter that “Where the employees receive annual bonuses through the Collective Bargaining Agreement, the Collective Bargaining Agreement will be Law between the parties,” In the case of the Hospital San Carlos in the Collective Bargaining which is the Law between the parties, the Christmas Bonus Article was written in accordance with the Law and also specifically provides that said Bonus “includes and is not in addition to the one established by Law.”

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On December 29, 2008, sub-Director Maldonado responded to Hospital Director Cordero’s December 16, 2008 letter as follows:

We received your communication of December 16, 2008 regarding the reference matter.

5 We inform that the documentation received has formed part of the file. We prepare to evaluate its content and the pertinence with the allegations presented by your organization.

If it is necessary, we will contact you once again.

10 The Department of Labor and Human Resources did not, thereafter, contact the Hospital on the bonus matter.

**III. Analysis, Discussion and Conclusions**

15 The Board in a Christmas bonus case, *Bonnell/Tredegar Industries* 313 NLRB 789, 790 (1994) noted; “it is well settled that an employer violates Section 8(a)(5) and (1) of the Act as elucidated in Section 8(d) of the Act, by modifying a term of a collective bargaining agreement without the consent of the other party while the contract is in effect [footnote omitted].” Stated differently, Section 8(d) of the Act first requires  
20 an employer and union to bargain collectively “in good faith with respect to wages, hours, and other terms and conditions of employment.” However, Section 8(d) and Board precedent also imposes an additional requirement on the parties when there is a collective bargaining agreement in effect between the parties and an employer seeks to modify or alter the terms and conditions contained in the agreement the employer must  
25 obtain the union’s consent before making or implementing any changes. *St. Vincent Hospital* 320 NLRB 42 (1995). Strictly speaking an employer is prohibited from modifying the terms and conditions of employment established by a collective bargaining agreement without first obtaining the consent of the union.

30 Turning to the instant case the parties stipulated the Union is the exclusive representative of the employees in the four separate appropriate units described elsewhere herein. It is also stipulated a separate collective bargaining agreement was in effect at all material times herein covering employees in each of the separate units and each of the agreements contained provisions for Christmas bonuses for the Unit  
35 employees. It is stipulated the formula for each of the Christmas bonuses correctly calls for a maximum Christmas bonus payment of \$810 and it is stipulated the Hospital only paid a maximum of \$370 to its unit employees as the 2008 Christmas bonus. The Hospital admits it did not follow the contractual formula for computing the 2008 Christmas bonuses. It is undisputed the Hospital did not obtain the consent of the Union  
40 when it changed the terms of the parties collective bargaining agreements by failing to follow the formula for bonus payments specifically set forth in the agreements. In fact the Hospital not only did not have the consent of the Union for the changes, the Union tried to persuade the Hospital not to deviate from the collective bargaining agreement terms and to pay the bonuses in the amounts specified in the contracts. The Hospital  
45 knew of the specific formula requirements of the parties agreements in that it paid the Christmas bonuses pursuant to the agreements’ formulas for the 2006 and 2007 bonuses.

I find the Hospital violated Section 8(a)(5) and (1) of the Act when it modified the Christmas bonus provisions of the parties' collective bargaining agreements without the consent of the Union.

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I turn to contentions raised by the Hospital that it was permitted or privileged to modify the terms of the parties' agreements regarding Christmas bonuses without violating the Act. As hereinafter explained, I reject all of the Hospital's contentions it was privileged to make unilateral changes regarding the 2008 Christmas bonuses. The Hospital contends Section C of the Christmas bonus provisions set forth in each of the agreements allowed or permitted it to seek permission from the Puerto Rico Department of Labor and Human Resources to be exonerated from payment of some or all of the Christmas bonus amounts for 2008. As noted elsewhere herein Section C of each of the collective bargaining agreements states, "the bonus established herein includes and is not in addition to the one established by law." I am not unmindful the Puerto Rico Christmas Bonus Law does allow for an employer to seek, and if appropriate, may be granted exoneration from some or of all the payment of Christmas bonuses if the profits of the employer are insufficient for payment of any bonus, or inadequate for payment of the full Christmas bonus. It is clear, however, that the language of Section C of the parties' agreements on bonuses does not incorporate the Christmas Bonus Law provisions into the parties' agreements. As credible testified<sup>4</sup> by Union Representative Grant, this provision in each of the agreements was added to clarify or explain that there would not be two, law and contract, bonuses paid unit employees that it "would not be paid in the pyramid fashion, that it would not be two bonuses," that there would be a contractual Christmas bonus only. Thus the Puerto Rico Christmas Bonus Law provision which allows an employer to seek exoneration for all or part of payment of the Christmas bonus, if payment of the bonuses would exceed fifteen percent of the employer's profits, is not available or applicable to the Hospital because the law does not apply to contractual bonuses. Although the Hospital sought and initially obtained, partial exoneration from paying the contractual 2008 Christmas bonus from the Puerto Rico Department of Labor and Human Resources the exoneration provisions of the Christmas Bonus Law simply do not apply to the Hospital. Even if the statutory provisions of the Christmas Bonus Law were applicable to the Hospital the Puerto Rico Department of Labor and Human Resources withdrew its partial exoneration of payment for the Hospital of the 2008 Christmas bonuses because, as the Department noted, the provisions of the statute do not apply in cases, as is the case herein, where the employees receive annual Christmas bonuses by collective bargaining agreement. The only exception, not applicable here, is where the contractual bonus is less than the statutory one then the statutory bonus amount would be paid to the employees.

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In conclusion on this point, I find no merit to the Hospital's contention that because the parties used language from the Puerto Rico Christmas Bonus Law as a "model" for their collective bargaining agreement provisions that somehow acted to incorporate all the various provisions of that Law into the contractual provisions

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<sup>4</sup> I credit Grant's testimony about the bonus provision language, his testimony was logical and he appeared to be testifying truthfully as best he could recall.

governing Christmas bonuses. The provisions in each of the agreements simply do not bear out that contention.

5 Finally, there is no language in the bonus provisions of the parties' collective bargaining agreements that would constitute any type clear and unmistakable waiver of rights by the Union regarding Christmas bonuses for Unit employees.

10 In summary I find the Hospital was not lawfully permitted, nor in any manner privileged, to make the unilateral changes it did regarding the Unit employees 2008 Christmas bonus.

**REMEDY**

15 Having found that the Hospital has engaged in certain unfair labor practices, I find it necessary to order the Hospital to cease and desist there from and to take certain affirmative action designed to effectuate the policies of the Act as set forth in the recommended Order below.

20 On these findings of fact and conclusions of law and on the entire record, I issue the following recommended:<sup>5</sup>

**ORDER**

25 The Hospital, Hospital San Carlos, Inc. d/b/a Hospital San Carlos Borromeo Moca, Puerto Rico, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

30 (a) Failing and refusing to continue in effect all the terms and conditions of employment contained in agreements covering its employees in the Units described elsewhere herein, by failing and refusing to pay employees in the Units the full amount of their 2008 Christmas bonus as set forth in the agreements.

35 (b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action:

40 (a) Continue in effect all the terms and conditions of employment contained in the agreements covering its employees in the Units described elsewhere herein, and pay its employees in the Units the full amount of their 2008 Christmas bonuses as set forth in the agreements.

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<sup>5</sup> If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

5 (b) Post at its Moca, Puerto Rico, facility copies of the attached notice  
in English and Spanish marked "Appendix." Copies of said notice, on forms provided by  
the Regional Director for Region 24, after being duly signed by the Hospital's authorized  
representative, shall be posted by the Hospital immediately upon receipt thereof, and be  
maintained by it for 60 consecutive days thereafter, in conspicuous places, including all  
places where notices to employees are customarily posted. Reasonable steps shall be  
taken by the Hospital to insure that said notices are not altered, defaced, or covered by  
any other material. In the event that, during the pendency of these proceedings, the  
Hospital has gone out of business or closed the facility involved in these proceedings, the  
10 Hospital shall duplicate and mail, at its own expense, a copy of the notice to all current  
and former employees employed by the Hospital at any time since December 15, 2008.

15 (c) Notify the Regional Director for Region 24, in writing, within 20  
days from the date of this Order, what steps the Hospital has taken to comply herewith.

Dated, Washington, D.C., July 15, 2009.

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**William N. Cates**  
**Associate Chief Judge**

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**APPENDIX**

**NOTICE TO EMPLOYEES**

**Posted by Order of the  
National Labor Relations Board  
An Agency of the United States Government**

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

**FEDERAL LAW GIVES YOU THE RIGHT TO**

Form, join, or assist a union  
Choose representatives to bargain with us on your behalf  
Act together with other employees for your benefit and protection  
Choose not to engage in any of these protected activities.

**WE WILL NOT** fail and refuse to continue in effect all the terms and conditions of employment contained in agreements covering our employees in the Units described below by failing and refusing to pay employees in the Units the full amount of their 2008 Christmas bonus as set forth in the agreements. The Units are:

**UNIT A:**

**INCLUDED:** All regular full time and regular part-time electricians, plumbers, refrigeration technicians, and utility employees employed by the Hospital at its facility located in Moca, Puerto Rico.

**EXCLUDED:** All other employees, secretaries, guards and supervisors as defined in the Act.

**UNIT B:**

**INCLUDED:** All medical technologists employed by the Hospital at its facility located in Moca, Puerto Rico.

**EXCLUDED:** All other employees, office and clerical employees, guards and supervisors as defined in the Act.

**UNIT C:**

**INCLUDED:** All licensed practical nurses and technical employees employed by the Hospital at its facility locate in Moca, Puerto Rico, including Operating Room technicians, X-ray technicians, respiratory

therapy technicians, laboratory assistants, auxiliary pharmacists, and sterile equipment technicians.

**EXCLUDED:** All other employees, guards and supervisors as defined in the Act.

**UNIT D:**

**INCLUDED:** All registered nurses employed by the Hospital at its facility located in Moca, Puerto Rico.

**EXCLUDED:** All other employees, head nurses, office employees, confidential employees, managerial employees, guards and supervisors as defined in the Act.

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

**WE WILL** continue in effect all the terms and conditions of employment contained in the agreements covering our employees in the Units described above and will pay our employees in the Units the full amount of their 2008 Christmas bonus as set forth in the agreements.

**Hospital San Carlos, Inc. d/b/a  
Hospital San Carlos Borromeo  
(Employer)**

**Dated:** \_\_\_\_\_ **By:** \_\_\_\_\_  
**(Representative) (Title)**

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies 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.nlr.gov](http://www.nlr.gov).

La Torre de Plaza, Suite 1002, 525 F. D. Roosevelt Avenue,  
San Juan, PR 00918-1002  
(787) 766-5347, Hours: 7:30 a.m. to 4:00 p.m.

**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 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 ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER (787) 766-5377