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

SERVICIOS LEGALES DE PUERTO RICO, INC.

and

UNION DE ABOGADOS Y ABOGADAS DE SERVICIOS LEGALES	**Cases 12–CA–301971** **12–CA–307072** **12–CA–307256**
and	**12–CA–310767**

UNION INDEPENDIENTE DE TRABAJADORES DE SERVICIOS LEGALES

Enrique González Quiñonez and *Hiranice M. Carrasquillo Díaz, Esqs.,*
for the General Counsel.
Pedro Busó García, Natalia Villavicencio, and *Agustín Collazo, Esqs.,*
for the Respondent.
Miguel A. Castro Vargas, Esq.,
for Union de Abogados y Abogadas de Servicios Legales.
Rafael A. Ortíz Mendoza, Esq.,
for Union Independiente de Trabajadores de Servicios Legales.

DECISION

STATEMENT OF THE CASE

REBEKAH RAMIREZ, Administrative Law Judge. This case was tried in San Juan, Puerto Rico, on September 17, 2024, through 20, 2024, September 23 through 25, 2024, October 23 through 25, 2024, October 28, 2024, and November 19, 2024. The hearing closed by order dated December 13, 2024.[1]

Charging Party Union de Abogados y Abogadas de Servicios Legales (Legal Services' Attorneys Union; hereinafter, by its acronym in Spanish, UAASL,) filed the charge in Case 12–CA–301971 on August 23, 2022, and the charge in Case 12–CA–307256 on November 15, 2022. Charging Party Union Independiente de Trabajadores de Servicios Legales (Independent Union

[1] The record was left open in November pending a special appeal filed by Respondent concerning my order partially denying its petition to revoke a subpoena issued by the General Counsel. The Board denied Respondent's special appeal on the merits on November 20, 2024, and I granted Respondent's request for a brief extension of time to produce certain documents to the General Counsel. Thereafter, the General Counsel motioned me to close the record after reviewing the documents produced and determining that no additional hearing dates were needed.

of Legal Services Workers; hereinafter, by its acronym in Spanish, UITSL) filed the initial charge in Case 12–CA–307072 on November 9, 2022, which was amended on December 14, 2022, and the charge in Case 12–CA–310767 on January 23, 2023.

The General Counsel issued an order consolidating cases and a consolidated complaint (complaint) on June 5, 2024, which was amended on July 12, 2024, July 29, 2024, and August 26, 2024. The complaint was further amended at the hearing to amend the description of the UITSL bargaining unit in paragraph 6(a) of the complaint. The complaint, as amended, alleges that Servicios Legales de Puerto Rico, Inc. (Legal Services of Puerto Rico; hereinafter, Respondent or, by its Spanish acronym, SLPR) violated the National Labor Relations Act (the Act) by, in pertinent part:

(a) From July 31, 2022, until October 10, 2022,[2] unreasonably delaying providing information requested by the UAASL;

(b) On about August 11, announcing that it would cease to pay the salaries of employees in the UAASL unit for any portion of time not worked within the 7.5 hours of the regular workday, contrary to the terms of its expired collective–bargaining agreement with UAASL and past practice; distributing a memorandum and new written policy about this change; blaming the Unions for this change; and implementing the change without first bargaining with the UAASL to an overall good–faith impasse in negotiations for a successor collective–bargaining agreement;

(c) On October 31, announcing that it would reduce the vacation and sick leave benefits of all employees in the UAASL and UITSL (the Unions) bargaining units, contrary to the terms of its expired collective–bargaining agreement with the UAASL, and the terms of its collective–bargaining agreement with the UITSL; distributing a memorandum about this change; blaming the Unions for this change; and implementing the change without first bargaining with the UAASL to an overall good–faith impasse in negotiations for a successor collective–bargaining agreement, and without UITSL's consent.

Respondent does not deny that it changed the way it pays employees in the UAASL unit for partial-day absences asserting, among other things, that it had no obligation to bargain because the expired contract with the UAASL privileged it to act unilaterally and/or because it was facing an economic exigency that justified unilateral action. Respondent does not deny reducing the vacation and sick leave benefits of unit employees either, asserting that an economic exigency justified its conduct. For the reasons discussed below, I find that Respondent violated the Act as alleged in the complaint.

PROCEDURAL ISSUES

On January 17, 2025, Respondent filed a request for special permission to appeal my order closing the record. The General Counsel filed an opposition on January 24, 2025.

[2] All dates are in 2022 unless otherwise indicated.

The posthearing briefs in this case were received on April 21, 2025. On May 27, 2025, Respondent filed a motion for leave to file an answering brief to the General Counsel's and the Unions' posthearing briefs arguing that their briefs "inaccurately reflect the record" and include "misleading legal arguments." Respondent tendered its answering brief with its motion. The UITSL filed an opposition on May 29, 2025, and the General Counsel filed an opposition on May 30, 2025. I denied Respondent's motion on June 6, 2025.

On June 18, 2025, while Respondent's request for special permission to appeal my order closing the record was pending, Respondent filed a motion requesting that an order issue "staying proceedings until there is a "clear and complete record" and "after the motions requesting correction to the transcript have been addressed." Respondent alleged that the "case is not ready for adjudication because there is no clear record" and therefore, I should not issue a determination on the merits of the complaint. Respondent further requested a reconsideration of my June 6, 2025 order denying its request to submit a reply to the posthearing briefs. The General Counsel filed an opposition to Respondent's motion on June 25, 2025, and Respondent filed a reply to the General Counsel's opposition on July 2, 2025.

On June 26, 2025, Chief Administrative Law Judge Robert A. Giannasi denied on the merits Respondent's January 17, 2025 request for special appeal to revoke my order closing the record. On July 7, 2025, Respondent filed a request for special permission to appeal Chief ALJ Giannasi's order. That special appeal was denied on July 30, 2025.

On August 8, 2025, Respondent filed another motion requesting, among other things, that the complaint be dismissed because the record is allegedly not entirely in the English language, and that I issue an order clarifying that Respondent is not obligated to comply with an email the General Counsel sent Respondent on August 1, 2025, requesting that Respondent identify the alleged portions of the transcript that are in Spanish (other than any that were identified in Respondent's motion to correct the transcript).

In summary, Respondent claims that the proceedings should be stayed, that a decision should not issue, and/or that the complaint should be dismissed in its entirety because (1) there are a substantial pending number of corrections to the transcript that the General Counsel and Respondent proposed that "have a direct impact on the outcome of the case"; (2) that the record has "dozens, if not hundreds, of references in Spanish" that were not translated to English; and (3) that there are "dozens of exhibits without an adequate translation" and/or that "the record is plagued with exhibits in Spanish whose official translation is yet to be determined." As discussed fully below, I do not find merit to Respondent's arguments.

A. Motions to Correct the Transcript

The General Counsel filed a motion to correct the transcript on December 14, 2024. Respondent filed its motion to correct the transcript on April 21, 2025. The General Counsel's motion requests that the record be corrected in 515 instances. Respondent's motion requests that the transcript be corrected in some instances, that the audio recording of the hearing be reviewed in other instances, and states that the transcript indicates "Spanish spoken" in other instances. Respondent stated that it agreed with the General Counsel's motion to correct the transcript in each instance included in its own motion and opposed, without providing any reasoning, any

correction that was excluded from its motion. I have reviewed each request in the motions and have carefully reviewed the transcript. The transcript corrections that I have identified, along with the proposed corrections that I have verified and accepted are set forth in Appendix B to this decision. I have denied any requests for transcript corrections that do not appear in Appendix B.[3]

In any other case, I would simply order the corrections to the transcript noting that they are based on my careful review of the transcript and the parties' motions. However, I address specific requests to correct the transcript below, given Respondent's several post–hearing motions asserting, among other things, that there is no "official record" in this case because of the considerable number of corrections requested in the motions to correct the transcript and because the pending corrections allegedly materially impact the outcome of the case. While it is true that there are more than 500 corrections to the transcript in this case (out of a 1587-page transcript), most of the transcript corrections are for spelling errors, such as, the names of counsel, parties or witnesses and/or misspelled words. Many corrections pertain to correcting the name of the speaker from one counsel to another counsel. Most other corrections pertain to run-of-the-mill typographical errors such as the wrong number in a year, a case number, or a date, and/or grammatical errors such as changing a verb from past tense to present tense. Another group of corrections pertain to common misunderstandings of words that sound similar, which in context, resulted in a straight–forward correction, such as, changing "commissions" to "conditions," or "second leave" to "sick leave." See attached Appendix B. None of these corrections are controversial and/or have a material impact on the issues in this case.

Both the General Counsel and Respondent requested that the audio recording of the hearing be reviewed where the transcript reflects words that the parties assert were not stated or need to be revised. In all such instances I find that listening to the audio recording to correct the transcript would not have a material impact on the outcome of this case. I recommend that the statements or words identified below be stricken from the transcript as they are nonsensical and/or were not made. I have disregarded the statements below in my decision.

Transcript page and line	**Requested by**	**Statement being stricken from the record**
178, 18	General Counsel	By Mr. Gonzalez Quiñonez: "We're nervous."
529, 24	Respondent	By Mr. Busó García: "Bullet"
548, 12–13	Respondent	By Mr. Busó García: "Yeah, your honor I'm sorry"
685, 1–3	Respondent	By witness: "I also expressed our counsel lends itself for the large attorney that's popular now is somehow work and leave it for after the—the—see the work schedule or workday."
954, 18	Respondent	By Mr. Busó García: "You don't know what we're going to present."
1005, 14	Respondent	By Judge: "We have receipts."
1047, 6	Respondent	By unidentified speaker: "okay"

[3] According to my analysis, Respondent agreed with the General Counsel's request to correct the transcript in 181 instances. I approved all said requests. I also approved most of Respondent's requests unrelated to its requests to listen to the audio recording. In most instances, I also approved the corrections requested by the General Counsel but opposed by Respondent.

Transcript page and line	Requested by	Statement being stricken from the record
1051, 22	Respondent	The word "common"
1093, 13	Respondent	By witness: "…(indiscernible) I was asked of answering…"
1356, 13	Respondent	By witness: "Texas…"
1360, 15	Respondent	By witness: "… appearance"
1503, 14–15	Respondent	By witness: "establish the federal corporation"

Respondent also requested that the audio recording be reviewed concerning Human Resources and Labor Relations Director Arlene Ayala's response to a question on direct examination by Respondent. (Tr. 992, lines 24–25.) Contrary to the instances above, the transcript reflects a logical response that makes sense within the rest of Ayala's testimony. I find that reviewing the audio recording would not have any material impact on any fact or legal dispute in this case. Respondent also requested that the audio recording be reviewed concerning the testimony of Executive Director Hadassa Santini while identifying a document that was entered into evidence by Respondent. (Tr. 1499, lines 10–16.) The document speaks for itself, and reviewing the audio recording would not have any impact on any material fact in this case. Finally, Respondent listed several instances where the transcript states "indiscernible" and requested that the audio recording be reviewed. All said instances concern the testimony of Vicente Gregorio, who was called by Respondent as an expert witness. (Tr. 1170, line 19, Tr. 1172, line 12, Tr. 1186, line 25, Tr. 1187, line 13, Tr. 1189, line 10, Tr. 1192, line 12, Tr. 1209, line 8–19.) None of these instances concern substantive testimony that would have an impact on the merits of this case. In fact, in all these instances except the last one, Gregorio was testifying about his previous experience as an expert witness, and the "indiscernible" statements relate to the names on a list of cases that can be found in Respondent's Exhibit 35. The last instance concerns Respondent counsel's arguments related to Respondent's request that Gregorio be allowed to testify as an expert witness, which I granted. Thus, none of these instances concern a material fact in this case.

Lastly, Respondent takes issue with parts of the transcript that state "Spanish spoken" and/or "Speaking in Spanish."[4] Respondent asserts in its motion to correct the transcript that for 29 of such instances the transcript "should have everything in the official language of the United States of America" and for five of said instances "the record does not state what was indicated during the hearing." Respondent does not suggest corrective action otherwise. I have not included any of these instances in Appendix B and address this issue below.

B. Allegation that the record has references in Spanish that were not translated to English

Respondent takes issue with instances where the transcript states "speaking in Spanish" claiming that the transcript is "plagued" with parts in Spanish and/or that the transcript is not in English. As explained below, the transcript is in English and although the transcript denotes Spanish spoken in some instances, all testimony was translated to English.

[4] I use these terms interchangeably in this decision.

As is common in Board cases litigated in the Commonwealth of Puerto Rico (Puerto Rico), most witnesses in this case stated that their native language is Spanish and that they preferred to testify in Spanish.[5] Therefore, the Board secured an interpreter, who took an oath to translate the testimony fairly and accurately. No party objected to the duly appointed interpreter. All parties were represented by counsel, and all said counsel were bilingual in English and Spanish. Counsel for the UAASL requested to be allowed to address the hearing in Spanish and for the interpreter to translate his statements at the hearing. I granted his request over Respondent's objection.[6] Consequently, Spanish-speaking witnesses who opted to use the interpreter testified in Spanish and the interpreter provided a contemporaneous translation to English for the record. All parties were allowed to object to any translation made by the interpreter.

After a thorough review of the voluminous transcript in this case, I found a miniscule number of instances where a Spanish word is included in the transcript.[7] The inclusion of these Spanish words ("si," "correcto," and "si, por favor") do not justify dismissing the complaint, finding that the proceedings were improper, or finding that the transcript is not in English. I note that one does not need to be fluent in Spanish to know the English translation to these words (namely, "yes," "correct," and "yes, please"). The most rudimentary review of a dictionary would result in the correct translation. Nevertheless, even without a translation, the record is not unclear, muddied, or unusable given this infinitesimal use of Spanish in the transcript. I also note that all involved parties, including Respondent, agreed at the hearing to use Respondent's corporate name and the Unions' names in Spanish because it would be confusing to translate the organizations' names. Obviously, the organizations' names are not considered improper use of Spanish words in an otherwise English language transcript.

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[5] The General Counsel called two witnesses (Arlene Ayala and Leticia Ortiz Patilla), who testified in Spanish. Respondent called six witnesses (Ayala, Hadassa Santini, Lynn Jennings, Lorena Rodriguez, Vicente Gregorio, and Eduardo Herencia), three of which testified in Spanish.

[6] Counsel for UAASL understood the proceedings in English and understood English speakers without the aid of the interpreter. He only requested to be allowed to speak in Spanish and for his statements to be translated to English by the interpreter. I considered that the interpreter was going to be present during the entire hearing to translate witnesses' testimony regardless, and thus I granted counsel for UAASL's request and specifically advised him that the official transcript of the proceeding was in English. (Tr. 70.) Counsel for UAASL chose not to call witnesses or cross-examine witnesses. The Board has long recognized the discretion of an administrative law judge to appoint interpreters in unfair labor practice proceedings. See, *George Joseph Orchard Siding, Inc.*, 325 NLRB 252, 252–253 (1998).

[7] The words in Spanish I found are as follows: (1) Tr. 203, lines 9–10, include the word "si" twice in response to a question. The transcript also reflects that the witness answered "yes" to the same question to which she answered with "si." The General Counsel requested that the transcript be corrected to reflect the word "yes." Given the context, I approved the request; (2) Tr. 525, line 3 and Tr. 527, line 8, include the word "correcto" in response to a question. The General Counsel and Respondent requested that the transcript be corrected to reflect the word "correct." Given the context, I approved the requests; (3) Tr. 771, line 16, includes the phrase "si, por favor" in response to a question. The General Counsel requested that the transcript be corrected to reflect the phrase "yes, please." Given the context, the request was approved. These corrections appear in Appendix B.

Furthermore, I have reviewed all 34 instances identified by Respondent in its motion to correct the transcript, where the transcript states that Spanish was spoken. My thorough review of each instance in the record denoting "Spanish spoken" and/or "speaking in Spanish" revealed that: (1) it was followed by the interpreter's English translation (see, i.e., Tr. 8–9, 28); (2) it was followed by arguments made by counsel (either the General Counsel or counsels for Respondent or the Unions) objecting to the translation of spoken words in Spanish (see, i.e., Tr. 167, 200, 211–212, 413); and/or (3) it was used when counsel directed a witness to read a document in Spanish, for instance, stating read paragraph that starts "(speaking in Spanish)" (see, i.e., Tr. 669, 677). In all the instances where the transcript reflects "Spanish spoken" the transcript is *not* in Spanish, it only reflects that a word or phrase was stated in Spanish—and in all instances, the word(s) or phrase was eventually translated to English. Thus, Respondent has grossly mischaracterized the record. For example, Respondent cited transcript pages where the record states that Spanish was spoken asserting that "the record does not indicate what was said at the hearing." See Respondent's motion to correct transcript, page 16 (citing Tr. 1510, lines 14, 24; Tr. 1511, line 2; Tr. 1513, line 25, Tr. 1514, lines 1, 12, 13, and 18). In all eight instances, the record clearly reflects that the parties were arguing about the translation of one single sentence in General Counsel Exhibit 18. The interpreter was consulted, and he agreed with the official translation of the document in General Counsel Exhibit 18(b). Thus, the record is not in Spanish, as alleged, and only reflects that certain unidentified Spanish words were spoken out loud, which in all instances cited were eventually translated to English. I find that no correction to the transcript or review of the audio recording is needed in any instance where the transcript states that Spanish was spoken.

C. Allegations concerning exhibits and their translations

Respondent claims that the record has exhibits that "were not translated when they were presented to the witness," has "multiple and different translations of the same document," and has a document that was never translated." It should come as no surprise that most documents in this proceeding were originally prepared in Spanish. Therefore, as is common practice in Board proceedings conducted in Puerto Rico, the party moving a document into the record is responsible for submitting a certified official English translation. During the hearing the General Counsel made it clear that "GC" exhibits marked "(a)" were the Spanish version of the document, and those marked "(b)" were their English translation. Respondent also followed this same format with Respondent exhibits "(a)" being the Spanish version and exhibits "b" being the English translation of the same document. All the English translations at the hearing were properly certified as translated by a professional fluent in English and Spanish.[8]

After a thorough review of all exhibits in the record, I do not find that the General Counsel inappropriately moved into the record exhibits without their proper translation to English with one sole exception. The General Counsel moved into the record 41 exhibits (the GC Exhs.), all of which were either originally in English and did not need a translation, or their respective English translations were moved into the record except for General Counsel Exhibit 4. General Counsel Exhibit 4 is the Spanish version of the collective-bargaining agreement (CBA) between

[8] I have cited to both General Counsel's and Respondent's exhibits "a" and "b" in this decision, but only relied on the English translations (i.e., "b" exhibits) in reaching my findings of fact and conclusions of law.

Respondent and the UITSL, and it was replaced with General Counsel Exhibit 36 (a) and (b), which contains relevant portions of the CBA in Spanish and English. (Tr. 363.) General Counsel Exhibits 36 (a) and (b) were admitted into evidence without objection.[9] I made it clear at the hearing, numerous times, that the official record is in English and that I would disregard any document in Spanish without a proper translation in the record. (See Tr. 108, 110, 344.) Consequently, I have disregarded General Counsel Exhibit 4, and relied on General Counsel Exhibit 36(b), for any references to the UITSL CBA.[10]

Of the remaining 40 General Counsel Exhibits, only 7 were moved into the record without their English translation moved into the record *simultaneously* (GC Exhs. 6, 8, 11, 12, 13, 14, and 17). At the hearing, Respondent objected to the admission of these exhibits only on the basis that their translations were not submitted simultaneously and motioned me to reject all these exhibits and strike all testimony concerning these exhibits. I denied Respondent's motion. (Tr. 114, 495.) Respondent renews this request it its August 8, 2025 motion, stating that it cited to "voluminous case law" in support of this request in its special appeal to my order closing the record.[11] First, Respondent cites to numerous cases in its special appeal in support of its argument that English is the official language in administrative proceedings. The issue of English being the official language in Board proceedings has never been in dispute here—the transcript is in English, the proceedings were conducted in English, any Spanish spoken was translated to English during the hearing, all exhibits (but one which I have disregarded) were translated to English, and all parties were afforded the right to object to any translation whether made by the interpreter or in the documents. Any argument to the contrary is frankly preposterous.

Respondent argues that *United States v. Rivera–Rosario*, 300 F.3d 1, 10 (1st Cir. 2002) stands for the proposition that the General Counsel's failure to *simultaneously* move into the record the English translations of exhibits "effectively forecloses appellate review of [those documents], as well as any determination made based on the untranslated documents." I find *Rivera–Rosario* inapplicable. In *Rivera–Rosario,* the United States Court of Appeals for the First Circuit held that it will not consider non–English language evidence admitted by the district court without a translation, even if the parties submit certified translations at the appellate stage. In that case, the district court admitted as evidence some 180 tapes in Spanish without a single translation. The jury was given a transcript in Spanish of the tapes but did not receive English translations. The translations were never admitted to the record. Here, the English translations of the seven exhibits at issue were admitted into evidence. The General Counsel first moved the

[9] Respondent's counsel reserved his right to review the translated document and raise any issues with the translation later. (Tr. 363.) Respondent did not raise any issues concerning the translation of GC Exh. 36(b) at the hearing or in its post–hearing brief.

[10] Notably, the General Counsel explained that the reason for GC Exh. 4, and a few other exhibits, not being translated to English at the beginning of the hearing was that he was working under the impression that Respondent would stipulate to several joint exhibits, including portions of the UITSL CBA, and that the parties would agree on the English translation of all said exhibits. However, Respondent decided not to agree to joint exhibits proposed by the General Counsel shortly prior to the hearing starting. (Tr. 251.)

[11] I ordinarily do not review special appeals to my orders, as those appeals are handled by the Board. However, in this case I had to review Respondent's special appeals to address Respondent's motions before me.

Spanish version of the seven exhibits to the record on September 18, 2024, during the testimony of the General Counsel's first witness, Human Resources (HR) and Labor Relations Director Arlene Ayala, who authenticated the documents and testified about their contents using the interpreter. Thus, all testimonial reference to the contents of the documents was properly translated to English. The General Counsel shared with Respondent's counsel the English translation of these seven exhibits for their review and input on September 19, 2024. Respondent did not propose changes to the translations and/or stipulated to the translations, and thereafter, the General Counsel moved duly certified English translations into the record on September 20, 2024, while Ayala was still on the stand. (Tr. 333, 345.) The General Counsel reviewed with Ayala some of these same exhibits, referring to their English translation, on the same date. (Tr. 408–421.) Respondent had ample time to review the translations and raise any issues with the translations before the record closed, but it did not.[12]

Respondent's reliance on *NLRB v. Doral Building Services*, 666 F.2d 432 (9th Cir. 1982), is also misplaced. In that case, the United States Court of Appeals for the Ninth Circuit denied the enforcement of the Board's order and remanded the case because the administrative law judge had refused to permit Respondent's cross–examination of the General Counsel's witnesses using unofficial and unverified English translations of prior written statements taken by the Board in Spanish. Unlike *Doral*, Respondent here was able to cross-examine the General Counsel's witnesses after all duly certified English translations of the General Counsel's exhibits were admitted into evidence.

Respondent has not cited to any case law, rule or regulation holding that failure to contemporaneously move into the record the official English translation of a document in Spanish results in inadmissible evidence and that's because none such case law or rule exists. See, i.e., *NLRB v. Bakers of Paris, Inc.*, 929 F.2d 1427, 1436 (9th Cir. 1991) (stating that while it is preferable to record out–of–court statements in a language which the declarant can read and understand, failure to do so does not result in the exclusion of otherwise relevant evidence.) Here, Ayala properly testified about documents she wrote in Spanish, her testimony was properly translated, and the documents' official certified English translation was moved into evidence while she was still on the stand. Therefore, I do not find merit to Respondent's arguments that I should disregard the seven exhibits identified above and/or testimony related to these exhibits. Respondent's motion in this regard is denied.

Aside from the 11 exhibits that Respondent moved into the record that were identical to the above General Counsel exhibits (R. Exhs. 3–13), Respondent moved into the record an additional 14 exhibits that were identical to General Counsel exhibits, except for their English translation (R. Exhs. 1, 17, 19–22, 24–26, 28–30, and 33–34). Respondent takes issue with the

[12] Despite the General Counsel asking Respondent to provide proposed changes to the translations of his exhibits, Respondent waited until its case-in-chief to move into the record its own English translation of GC Exhs. 6, 11, 12, 13, and 14 (namely, R. Exhs. 3 through 13.) Notably, Respondent moved into the record these exhibits by calling Ayala back to the stand. I have found no material differences between the General Counsel's and Respondent's translations of said exhibits and no material differences in the witness' testimony of said exhibits, and neither has any party raised any such issue with me.

fact that the record has two English translations for these, by my count, 25 exhibits arguing that there is no "clear record." In its special appeal, Respondent argues that my December 13, 2024 order closing the record "does not establish which evidence was admitted during the trial" and that "a hearing had to be held with the translator to determine the correct translation" of the exhibits.

Respondent grossly mischaracterizes my rulings in this respect. In the first place, Respondent argues that I "ruled" that a hearing had to take place with the interpreter to determine the "correct" translation of exhibits. I did not make any such ruling. I clearly stated at the beginning of the hearing that parties could raise objections to translations of documents in their post–hearing briefs. (Tr. 122.) I later plainly stated, "**I'm not making a ruling yet** but . . . I want to try to have all translations be in agreement . . . before the record closes, and if there is no agreement, then the interpreter will be consulted". . . "we can reopen the record, if it's necessary, to come back and have an interpreter look at discrepancies that **you** may raise. . . (emphasis added). (Tr. 254, 339.) I made these comments *before* Respondent moved any of its own translated exhibits into the record because it was my understanding that Respondent would work with the General Counsel to come to an agreement on the translations and that any material disagreements would be brought to my attention so that the interpreter would weigh in on any such disagreements. However, Respondent did *not* propose any changes to the General Counsel's translations and instead moved into the record its own English translations even acknowledging that Respondent's counsel did not know if there were any differences between Respondent's and the General Counsel's translations.[13] (See Tr. 606.)

As the hearing progressed, I instructed counsel to review each other's English versions of the same document and bring to my attention any *material* differences that might need the aid of the interpreter. (Tr. 608.) Respondent failed to state on the record how any of its English-translated exhibits differed from the General Counsel's translated exhibits. Respondent failed to identify any word, phrase, and/or sentence from the General Counsel's translated exhibits over which it had any objection and, in fact, acknowledged several times at the hearing that the General Counsel's translation of exhibits was the "official translation." (Tr. 703, 1511.) On the last day of the hearing, I again instructed the parties to raise any objections to the translations of exhibits during the hearing so we could consult the interpreter about any issue, or in the alternative, parties could raise any issues with the translations in their posthearing briefs. (Tr. 1512–1513.) Notably, the English translations of all exhibits were duly certified and were received into evidence without objection (other than a request for time to review the translations).

To date, Respondent has yet to raise any specific issue with the General Counsel's translations other than to generally state that Respondent's translated exhibits reflect a different English version of the same documents. Respondent has not even cared to identify which exhibits have two English translations other than to state in one motion that "at least eighteen (18) exhibits" have different translations while stating in its special appeal "that fifteen (15) exhibits"

[13] Respondent proposed amendments to only three of General Counsel's English translations, and the General Counsel accepted some of the amendments and submitted the amended exhibits as version "c." (GC Exhs. 6 (c), 10(c), and 11(c).) However, Respondent later submitted its own English translations of said exhibits without an explanation of what, if anything, was different between the General Counsel's and Respondent's translations.

have two translations. Respondent has never once identified what, if anything, is materially different between any of the certified translations. Although I suggested that the parties attempt to resolve any differences in their translations during the hearing, asked Respondent to propose amendments to the General Counsel's translations, bring any issues to me so we could ask the interpreter for their input and/or raise any material differences between the translations in its posthearing brief—Respondent has yet to identify a single word, phrase and/or sentence it objects to, if any, from the General Counsel's translated exhibits. In fact, in its posthearing brief (R. Br.), Respondent cites to the General Counsel exhibits' English translations instead of its own translations of the same exhibits. (See R. Br. 14–16, 19–20, 25–32.) Respondent has failed to point to any material (or even immaterial) discrepancy between the General Counsel's and Respondent's translations, and I find that by doing so, it has waived its right to object to any translation in this case.

My independent and thorough review of the General Counsel's and Respondent's translations has found no material and/or substantial differences between the translations. Therefore, I relied on both the General Counsel's and Respondent's English–translated documents in my decision and noted in my findings of fact some of the minor discrepancies I found (something Respondent failed to do in any of its filings and/or its posthearing brief). Therefore, I find no merit in Respondent's argument that the record is not clear and/or that exhibits do not have official translations.

Finally, I address several other miscellaneous assertions Respondent made in its posthearing motions. I find that nothing in the General Counsel's email to Respondent dated August 1, 2025, where the General Counsel requests that Respondent identify which portions of the transcript are allegedly in Spanish, in any way, shape, or form serves as an admission by the General Counsel that the record has portions in Spanish. The General Counsel's request to Respondent is moot based on my findings and decision in this case. I also do not find that the fact that the General Counsel amended the complaint several times prior to the hearing and once at the hearing is evidence of any wrongdoing and/or of lack of preparation.

Based on the foregoing, I deny Respondent's motion requesting that the complaint be dismissed, requesting a reconsideration of my ruling closing the record, and requesting a reconsideration of my order denying its request to submit a reply to the post–hearing briefs. I grant, in part, Respondent's and General Counsel's motions to correct the transcript, as described above.

On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by the General Counsel, Respondent, and the Unions,[14] I make the following:

[14] Although I have included several citations in this decision to highlight particular facts or exhibits in the evidentiary record, I emphasize that my findings and conclusions are not based solely on those specific citations, but rather on my review and consideration of the entire record of the case.

FINDINGS OF FACT

JURISDICTION AND LABOR ORGANIZATION

At all material times, Respondent has been a not-for-profit corporation, with a principal office and place of business in San Juan, Puerto Rico, and 15 regional offices located throughout Puerto Rico and has been engaged in providing legal representation services to qualified low–income individuals and groups in civil cases. In conducting its operations during the 12 months prior to August 26, 2024, Respondent derived gross revenues in excess of $250,000. Respondent received a substantial portion of its revenues from the Legal Services Corporation, a publicly funded nonprofit corporation established by the United States Congress. During the same time period, Respondent purchased and received goods valued in excess of $50,000 at its offices in Puerto Rico, directly from points outside of Puerto Rico, and from other enterprises located within Puerto Rico, each of which had received goods directly from points outside Puerto Rico. Accordingly, Respondent admits, and I find, that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act. (GC Exh. 1(z) and 1(cc).)

In addition, Respondent admits, and I find that the Unions are each a labor organization within the meaning of Section 2(5) of the Act.

ALLEGED UNFAIR LABOR PRACTICES

A. Respondent's Operations

The salient facts of this case are basically uncontroverted. SLPR is a nonprofit organization that provides civil legal services to qualified low-income individuals in Puerto Rico. SLPR is entirely dependent on donations and grants to fund its operations. Approximately 75 percent of SLPR's funds come from grants received from the Legal Services Corporation (LSC), a nonprofit corporation established by Congress. The rest of SLPR's funds come from grants and/or donations from the government of Puerto Rico, the Access to Justice Fund and other sources. (Tr. 1373.) SLPR is LSC's second largest grantee and has been an LSC grantee since at least 1974. Respondent received about $16 million in grants from LSC in 2024. (Tr. 862, 1373.)

Hadassa Santini Colberg (Santini) has been Respondent's executive director since December 2015. (Tr. 1364.) Santini reports to the Board of Directors of SLPR. At all material times, Respondent's director of human resources and labor relations has been Arlene Ayala Cuevas (Ayala). (Tr. 90.) Ayala reports to Santini.[15]

B. LSC's Grant Process and Rules

LSC is the largest national funder of civil legal aid for low-income Americans. (Tr. 859.) It was established by Congress pursuant to the Legal Services Corporation Act (LSCA)[16] and is funded through an annual appropriation from Congress. (Tr. 859, 864.) It is governed by a

[15] Both are admitted supervisors and/or agents of Respondent for purposes of Sec. 2(11) and 2(13) of the Act.

[16] 42 U.S.C. § 2996.

bipartisan Board of Directors who are appointed by the President and confirmed by Congress. (Tr. 861.) LSC provides grants to about 130 independent nonprofit legal aid programs nationwide. Ronald Flagg is LSC's president and Lynn Jennings is its vice president for grants management. Jennings oversees the office of compliance and enforcement, which is responsible for ensuring that grantees follow LSC's rules and regulations. (Tr. 857, 859, 861.)

LSC provides basic field grants through a competitive bidding process. Annually, SLPR prepares a fund proposal for LSC outlining how it will use LSC's grant money for the following year. (Tr. 859–860.) This proposal is usually submitted between May and July using LSC's grant management system called Grant Ease. (Tr. 1374–1375.) LSC usually notifies Respondent in December of the approval of its grants, and the grant's terms and conditions. (Tr. 859–860, 1376.)

Recipients of LSC grants must comply with rules and regulations that govern funding, which can be found at 45 C.F.R. §1600–1699 (the LSC rules). (Tr. 864.) Under the LSC rules, a grantee such as SLPR can spend grant money received from LSC only on "allowable expenditures." (R. Exh. 23–45 C.F.R. §1630.) Under §1630.5 of the LSC rules, expenditures are allowable under an LSC grant or contract only if the recipient can demonstrate that the cost was, in pertinent part, reasonable and necessary for the performance of the grant or contract as approved by LSC. The cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the same or similar circumstances prevailing at the time the decision was made to incur the cost. "In determining the reasonableness of a given cost, consideration is given to: (1) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the recipient or the performance of the grant or contract; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, *arms–length bargaining*, Federal and State laws and regulations, and the terms and conditions of the grant or contract; (3) Whether the recipient acted with prudence under the circumstances, considering its responsibilities to its clients and employees, the public at large, the Corporation, and the Federal government; and (4) Significant deviations from the recipient's established practices, which may unjustifiably increase the grant or contract costs" (emphasis added). (45 C.F.R. §1630.5.)

LSC can investigate a grantee when it has concerns about costs incurred by the grantee. One of the procedures available under the LSC rules is to institute an administrative procedure called a questioned cost proceeding. (Tr. 874–875.) A questioned cost is "a cost that LSC has questioned because of an audit or other finding that: (1) There may have been a violation of a provision of a law, regulation, contract, grant, or other agreement or document governing the use of LSC funds; (2) The cost is not supported by adequate documentation; or (3) The cost incurred appears unnecessary or unreasonable and does not reflect the actions a prudent person would take in the circumstances." (45 C.F.R. §1630.2(f).) Under the questioned cost procedure, LSC must provide the grantee with written notice stating the amount of the cost and the factual and legal basis for disallowing it. LSC can claw back funds from a grantee if it is determined that grant money was spent unreasonably.[17] Within 30 days of receiving a notice of a questioned cost, the recipient may respond with written evidence and argument to show that the cost was allowable,

[17] If a questioned cost is disallowed solely because it is excessive, only the amount that is larger than reasonable shall be disallowed. (45 C.F.R. §1630.11.)

or that LSC, for equitable, practical, or other reasons, should not recover all or part of the amount, or that the recovery should be made in installments. (45 C.F.R. §1630.11.)

Another procedure used by LSC when it has concerns about the reasonableness of a grantee's conduct or procedures is to impose special grant conditions. (Tr. 881–882.) Grantees are expected to comply with special grant conditions. If a grantee fails to comply with special grant conditions, LSC can institute a questioned cost proceeding, can shorten the length of the grant from 3 years to 6 months or 1 month, can suspend funds for up to 90 days, and if there is a continued disregard for the special grant conditions, it can terminate funding, although that would not be the first adverse action that LSC takes for noncompliance. (Tr. 896, 918.)

It is undisputed that LSC did not institute a questioned cost procedure against SLPR at any material time to the issues in dispute in this case. (Tr. 904.) Prior to LSC imposing the special grant conditions concerning the instant matter, LSC imposed special grant conditions on SLPR's Division of Migrant/Agricultural Workers' grant restricting its ability to perform "organizational" work. According to Santini's undisputed testimony, these special grant conditions resulted in month–to–month grant funds for 10 years. (Tr. 1379–1384.)

C. The Unions

Respondent's employees are represented by two Unions. Nonsupervisory attorneys are represented by the UAASL and nonsupervisory nonattorney employees are represented by the UITSL.

A. The UAASL Collective–Bargaining Agreement

Since at least March 1992, the UAASL has been the exclusive collective-bargaining representative of employees in the following bargaining unit:

> All attorneys employed by the Employer at its facilities in Puerto Rico; excluding all other employees, guards, and supervisors as defined in the Act. (GC Exh. 1.)

The most recent collective-bargaining agreement (CBA) between Respondent and the UAASL was effective by its terms from April 17, 2015, through June 30, 2018. (GC Exh. 19(a) and (b).) Respondent and the UAASL have been bargaining for a successor CBA since at least 2018 and had not reached an agreement by the time the hearing closed in this matter. (Tr. 258.) There is no evidence in the record establishing that the parties were at an overall impasse at the time of the hearing. (Tr. 400–402.)

At all material times, Attorney Lorimir Couret Fuentes (Couret) has served as the UAASL president. (GC Exh. 7.)

Of relevance in this case are the expired CBA's provisions regarding attorneys' work schedule, vacations benefit, and sick leave. (GC Exh. 19(a)–(b).)

Article 17 (work schedule) states in pertinent part:

A. Attorneys shall enjoy a flexible schedule, as defined below. Attorneys are exempt employees as defined by the federal minimum wage law, the Fair labor Standards Act and its Regulation 29 CFR Part 541.

B. Attorneys shall have a regular seven and a half (7½) hour workday, which shall run between 8:00 a.m. and 6:00 p.m. They must report on or before 9:00 a.m.; providing [sic] that on the day of interviews, these personnel shall observe the regular office hours … *The flexibility set forth herein may not be used to violate the regular workday, except as provided in the federal minimum wage law, the Fair Labor Standards Act and its Regulation regarding exempt personnel, 29 CFR Part 541, nor to violate the Law and SLPR Regulation* (42 USC §2996 and 45 CFR §1600). In cases where an attorney is absent or is unable to comply with the regular workday, he or she must notify it to the Center's management staff in advance, if possible. In the event of an unforeseen situation, the attorney must notify the Center's management staff of his or her absence, tardiness or early departure during the first few hours of the day on which any of the above circumstances occur. In those cases, the Attendance Record must reflect the actual hours worked in or out of the office. *The attorney shall not have the fraction of the day not worked deducted from his or her salary, but unreasonable use of this right may be subject to disciplinary proceedings* under Article 7 of this collective bargaining agreement, whenever it adversely affects the Attorney's service or productivity.

Article 31 (vacations) states in relevant part:

Section 1 All attorneys shall be entitled to enjoy thirty (30) working days annually, which shall be accrued at the rate of two and a half (2 ½) days for each month of work (or the equivalent amount per fourteen (14) days), starting from his or her first workday…

Section 4

A. *SLPR shall not deduct from a unit Attorney's salary, absences for just cause*. If the attorney has a balance on his or her accrued vacations, the absences reflecting the Daily Attendance Record and which has not been specified to be charged to another leave, shall be charged to the accrued vacation balance. *Absences for purposes of this Article are defined as absences from work extending for one or more full days*.

B. The Attorney must notify his or her supervisor in advance of any scheduled absence to attend to personal matters and which entails a charge to vacations.

C. *Tardiness or departures prior to the completion of the workday shall not entail divided leave or salary deductions, except when they are part of the regulations for personnel classified as exempt. However, on that day, the Attendance Record must reflect the hours actually worked by the Attorney in or out of the office.*

D. Failure to abide by the regulations related to the timely notification to the supervisor regarding tardiness or departure prior to the completion of the workday, as set forth

in Article 17 Section 1C, may be subject to the Disciplinary Procedure contained in Article 7, Section 9B.

Section 7 The attorney who, due to service needs ceases to enjoy his or her annual vacations, may accrue them up to a maximum of sixty (60) working days…

Article 33 (sick leave) states in relevant part:

Section 1 All attorneys shall be entitled to accrue one and a half (1 ½) days (or the fourteen–day equivalent) for each month of service.

Section 5 *. . . No deductions shall be made to this leave or any other type of [leave] for absences of less than one day, including medical appointments. In the event these absences are for less than one day, the Attendance Record must reflect the hours that the Attorney actually worked in or out of the Office.*

Section 7 Sick leave may be accrued up to a maximum of ninety (90) working days.

(Tr. 439–440; GC Exh. 19(b) (emphasis added).)

It is undisputed that Respondent's past practice pursuant to the expired CBA's terms was to allow attorneys at SLPR to report to work anytime between 8 a.m. and 9 a.m., and allow them to work their required 7.5 hours a day through 6 p.m. Further, if an attorney worked less than 7.5 hours on any given day (due to tardiness, early departure, a medical appointment, or other absence of less than a day), they were required to report the partial-day absence in their attendance sheet as time not worked, but they would still be paid 7.5 hours. Additionally, a partial-day absence would not be charged to vacation or sick leave. Additionally, if an attorney worked more than 7.5 hours per day, they would not get paid more than 7.5 hours. (Tr. 373, 376–377, 391–392, 714–715.)

B. The UITSL Collective-Bargaining Agreement

According to a Board decision and order clarifying the bargaining unit in Case No. 24–UC–153, since about 1991, the UITSL has been the exclusive collective-bargaining representative of employees in the following bargaining unit:

> All clerical, administrative and maintenance employees including secretaries to PPC attorneys, secretaries in the training area, secretaries in the administration area, and secretaries in the Finance Division; paralegals and professional non–attorney employees including social workers, employed by the Employer at its facilities in Puerto Rico; excluding all other employees, and guards and supervisors as defined in the Act. (GC Exh. 2.)

At the hearing, the General Counsel motioned to amend paragraph 6(a) of the complaint, which is a description of the UITSL bargaining unit, adding the following job classifications to the above: special education specialists, payroll and licensing specialists, SEC interviewers, legal secretaries, office services assistants, messenger concierges, facilities, materials and messenger

workers (GC Exh. 3.) The UITSL does not oppose the General Counsel's unit description. Respondent opposes the amended bargaining unit description in its answer to the amended complaint filed on October 1, 2024, stating only that the correct bargaining unit is the one established in Case No. 24–UC–153.

The most recent collective-bargaining agreement (CBA) between Respondent and the UITSL is effective by its terms from March 24, 2022, through March 31, 2026. (GC Exh. 36(a) and (b).) The UITSL CBA states that the appropriate unit is comprised of "employee categories, included therein, as it appears in the Certification of Representative. . . in Case No. 24–UC–153" and that "it is clarified that all workers who perform janitorial work" shall be part of the appropriate unit." Article 18 (classifications) states, in pertinent part, that "special education specialists . . . shall be included as appropriate unit members." Article 25 (salaries, hiring salaries and Christmas bonus) includes hiring salaries for: special education specialists, payroll and leave specialists, SEC interviewers, legal secretaries, office services assistants, janitor messenger, facilities, materials, and messenger workers. (GC Exh. 36(b).)

Based on the foregoing, I hereby grant the General Counsel's request to amend paragraph 6(a) of the complaint and find that the UITSL bargaining unit is comprised of all classifications as described in General Counsel Exhibit 3. The bargaining unit has approximately 55 employees. (Tr. 499.)

At all material times, Leticia Ortiz Matias (Ortiz) has served as the UITSL president. (Tr. 497–498; GC Exh. 7.)

Relevant to this case are the provisions concerning vacations and sick leave of the UITSL CBA.

Article 30 (vacations) states in relevant part:

> Section 1 All workers shall be entitled to enjoy thirty (30) days of vacations a year, which shall be accrued at the rate of two and a half (2 ½) days for each month of work, starting from his or her first workday. Workers shall take their vacations annually as they schedule their enjoyment and as authorized by management. In no case shall more than forty (40) vacation days be accrued.
>
> Section 6 SLPR shall not deduct from a unit worker's salary, absences for just cause and that have been previously authorized by the supervisor… The worker must request prior authorization from his or her supervisor for any scheduled absence to attend to personal matters, and which entails a charge to vacations.
>
> Section 9 The worker who, due to service needs, ceases to enjoy his or her annual vacations, may accrue them up to a maximum of forty (40) working days.

Article 32 (sick leave) states in relevant part:

> Section 1 All workers shall be entitled to accrue one day and a quarter (1.25) for each month of service.

> Section 3 … The repeated, unreasonable and misuse of sick leave, including absences of less than one day, shall allow the employer to impose the corresponding disciplinary action, in accordance with Article 7 of the CBA.
>
> Section 5 … In the event these absences are for less than one day, the Attendance Record or attendance record mechanism is used, must reflect the hours that the worker actually worked in or out of the Office, fractional charges may be made to sick leave and Section 3 of this article shall apply.
>
> Section 7 Sick leave may be accrued up to a maximum of thirty–six (36) days.

(Tr. 441–442. GC Exh. 36(b).)

D. March—Letter from Unions to LSC and SLPR's Response

On March 9, the Unions sent a letter to Mayuris Pimentel, program counsel for LSC's Office of Program Performance, informing Pimentel that the Unions were on strike since mid–February due to issues with Respondent's management. (Tr. 499; GC Exh. 8.) The Unions summarized some of the alleged issues in their letter, namely, work overload, a hostile work environment, lack of transparency, misuse of funds, and collective–bargaining issues. Concerning collective bargaining, the Unions alleged that they had been bargaining for more than 3 years for a new labor agreement unsuccessfully due to the hiring of new legal representatives and because Executive Director Santini refused to join negotiations, in contrast to her predecessors. The Unions complained that employees had not received a wage increase since 2015, referred to the current situation as a "labor crisis" and referred to a 10–day labor stoppage in 2019. The Unions invited LSC to discuss these issues. Santini and Heriberto Quiñonez Echevarria (Quiñonez), president of Respondent's board of directors, were copied on the letter. (GC Exh. 8.)

Pimentel replied to the Union's letter by email on the same date explaining that LSC could not get involved in any labor dispute between a grantee and its employees, and as such would not provide advice or feedback regarding the Unions' letter. (Tr. 500–501; GC Exh. 37.)

Despite LSC's statement that they would not get involved, Lynn Jennings, LSC vice president for grants management, testified that the Unions' letter raised concerns and that consequently, Pimentel reached out to Santini and asked SLPR to respond to the Unions' letter. (Tr. 870.)

On March 16, Quiñonez sent a 5-page letter to Pimentel, on behalf of Respondent's Board of Directors, in response to the Unions' March 9 letter. The Unions were not copied. Quiñonez asserted in his letter that Respondent had two expired CBAs with the Unions that had not undergone significant changes in over 4 decades that included clauses "that in these times constitute an *obstacle* to the Program to move forward." He highlighted what he considered "*troublesome*" clauses, such as those allowing the accrual of up to 90 days of sick leave, and providing 30 days of vacation leave, and allowing an accrual of up to 60 days of vacation. Quiñonez claimed that in 2015, Respondent was "forced" to lay off employees to be able to

liquidate employees' accrued vacation leaves. He stated that the Board of Directors mandated Santini to bargain "more favorable terms" in negotiations with the Unions. Quiñonez blamed the UAASL for negotiations having taken more than 4 years and indicated that, concerning the UITSL, the parties were close to finishing negotiations.[18] He closed his letter by expressing the Board of Director's full support and confidence in Santini's leadership. (Tr. 143–147, 152, 154; GC Exh. 9 (emphasis added).)

E. April—LSC investigates Respondent's Leave and Pay Policies

Jennings testified that Quiñonez' letter "raised bells" concerning SLPR's financial health given his assertion that Respondent had to lay off people in the past due to paying out high vacation leave accruals and concerning SLPR's leave policies. Shortly thereafter, LSC started an investigation into SLPR's leave and pay policies. (Tr. 475, 870, 923–924.) Sometime in April, LSC's Fiscal Compliance Analyst Shanda Gottlieb called Santini and asked for 2 to 3 months of SLPR's payroll reports. (Tr. 1385–1386, 1392–1393.)

In an email dated April 20, Gottlieb thanked HR and Labor Director Ayala for "providing the requested timekeeping policy and timesheets." Gottlieb asked if the timesheets included all employees for the two pay periods provided and, if some employees did not work a full day, how was their time charged. She also asked Ayala to confirm the English translation for pay codes used in the timesheets and to provide an explanation for the codes. (Tr. 1005; GC Exh. 38). Ayala replied by email on April 23, explaining that not all employees were included in the payroll reports because the Unions were on strike during that payroll period. Ayala also explained that for exempt employees, SLPR did not "discount" their salaries pursuant to the Fair Labor Standards Act (FLSA), and that Respondent did not charge absences of less than one day to any leave pursuant to the CBA with the UAASL. Ayala also provided an explanation for several pay codes, including for pay code "sick no charge" which Ayala stated was used when an exempt employee is absent less that one day due to sickness. (GC Exh. 38.)

On April 27, Gottlieb emailed Ayala asking her to explain what fund was charged to pay two "sick no charge" entries appearing on a timesheet, and how much annual leave employees can carryover from 1 year to the next. (GC Exh. 39.) Ayala replied that the two "sick no charge" entries were charged to "legislative funds" (i.e., non–LSC funds). Ayala explained that according to the new CBA with the [UITSL], the maximum carryover for vacation leave was 40 days and for sick leave it was 36 days. (Tr. 475–477, 1029–1031 1040–1043; GC Exh. 39.)

According to Jennings, she also reviewed some sections of the expired CBA between SLPR and the UAASL as part of the investigation. (Tr. 902–903.) Jennings testified that two issues arose as a result of the investigation, (1) that employees did not charge time not worked to leave, so they were "being paid for not working," and (2) that leave accruals seemed a "little high to us" and not what LSC had seen among other grantees or among federal government employees which generally have a cap of 240 hours. Jennings stated that LSC wanted to understand the

[18] On March 22, Respondent reached an agreement with the UITSL on a successor collective-bargaining agreement effective by its terms from March 24, 2022, through March 31, 2026.

Puerto Rico market among not–for–profits to understand what "reasonable" leaves were. (Tr. 880–881.)

F. June 10 letter from LSC's President Ronald Flagg

On June 10, the president of LSC, Ronald Flagg, sent a letter to Respondent regarding LSC's investigation. Flagg directed the letter to Santini and copied Quiñonez. The Unions were not copied.[19] (GC Exh. 7.)

Flagg's letter states, in pertinent part, that it "responds to the letter from [the Unions] dated March 9, 2022, regarding [SLPR] management," that LSC "investigated [SLPR's] policies, . . . invited [SLPR] to respond to the letter, and "*based on the information contained in both communications*, LSC determined it was necessary to review the [CBA between SLPR and the UAASL]." In relevant part, the letter states as follows:

> After conducting our investigation, LSC has identified the following issues concerning [SLPR's] use of LSC funds to pay an employees' salaries for hours not worked during a regular workday that are not charged to an appropriate leave category and the amounts of leave [SLPR] allows its *attorneys* to accrue.

The letter quotes verbatim Articles 31, Section 4.C and Article 17, Section 1.B, of the expired CBA with UAASL, and then continues, in pertinent part, as follows:

> [SLPR] must, of course, comply with the Fair Labor Standards Act. However . . . [A]ccording to 45 CFR §1630.5 costs may only be allocated to LSC funds if they are reasonable and necessary to carry out the LSC grant and are supported by documentation demonstrating that they are allocated properly to the LSC grant. . . We understand from speaking with [SLPR] management that [SLPR] does not currently have a policy for allocating costs associated with salary paid for periods of partial-day absences across its funding sources. *It is not clear* that the costs for such pay allocated to the LSC grant are either reasonable or properly allocated to the LSC grant . . . LSC must be assured that LSC funds are bearing only the proportion of the salaries attributable to actual work conducted or if an employee has a partial-day absence, that that employee is charging those non–work hours to an appropriate leave category.
>
> Consequently, LSC will impose special grant conditions on [SLPR's] current Basic Field Grant and its forthcoming Disaster Grant requiring that it appropriately allocate salary costs to its LSC grants. Specifically, if an employee does not work 7.5 hours during the regular workday any hours

[19] Jennings testified that she and others at LSC reviewed Flagg's letter before it was sent, that the letter was in response to the Unions' letter and SLPR's response and was prepared after reviewing parts of the expired CBA with the UAASL, which Jennings admitted she had not previously reviewed. (Tr. 868–869, 901.)

not worked during that 7.5 hour period must be charged proportionally to an appropriate leave category.

LSC also learned that under the expired CBA, [SLPR] policy allows UAASL members to accrue 90 days of sick leave and 60 days of vacation leave. We further understand that vacation leave must be paid out to employees when they depart the organization. Finally, we understand from [SLPR's] management response that its obligation to pay out vacation leave to departing employees necessitated the layoff of other employees in 2015. [SLPR's] vacation leave policy appears excessive compared to the national standard for nonprofit leave policies. . . . LSC will impose an additional special grant condition requiring [SLPR] to conduct a market analysis to determine an appropriate amount of allowable carryover leave."

Finally, the letter states that LSC will refer this matter to the LSC Office of Inspector General for further investigation.[20] (GC Exh. 7 (emphasis added).)

It is undisputed that the letter only makes reference to employees in the UAASL unit and that the only CBA reviewed by LSC prior to issuing this letter was the expired CBA with the UAASL.

G. July—Respondent Informs UAASL of Unilateral Termination of Attorneys' "Flexibility" and Practice of Paying for Partial-Day Absences

Santini testified that it was not clear from Flagg's letter when the special grant conditions would become effective. (Tr. 1400.) However, she and Ayala initially thought that LSC would impose the special grant conditions prospectively, namely, starting with the 2023 grant. (Tr. 600–603, 717, 1378.)

Almost a month after receiving Flagg's letter, on July 8, Ayala sent an email to Lorimir Couret, president of the UAASL, requesting to meet to discuss "a requirement from LSC." Ayala proposed meeting the following Monday, July 11. (Tr. 118, 122–123; GC Exh. 5(a)–(b), R. Exh. 1–2 (a)–(b)).[21]

Ayala and Couret met on July 11. Ayala testified that at the meeting she explained to Couret that LSC was imposing special grant conditions on SLPR's funding and that she wanted to address the issues as soon as possible so that the grant conditions would not materialize. (Tr. 600–603.) On July 14, Ayala sent Couret a letter purportedly summarizing what was discussed during the July 11 meeting. The letter states that, as discussed in the meeting, LSC will impose grant conditions on SLPR so that "time not worked that is not charged to an appropriate leave is

[20] Jennings testified that the Office of Inspector General concluded that SLPR had not committed any fraud. (Tr. 906.)

[21] The General Counsel's and Respondent's translations are nearly identical and the differences between the two English versions of the email are inconsequential to the issues at hand (i.e., in GC's version it states that the LSC request must be addressed "soon" and in Respondent's version it states that it must be taken "care of promptly."

not paid with its funds." Ayala further explained that LSC reviewed the expired CBA with the UAASL "after receiving communications from the presidents of both unions" and was concerned with Article 17 of the expired CBA because it allows absences to be paid without being charged to any leave. Ayala wrote that at the meeting she explained that LSC would require SLPR to "submit reports on the progress of attention to the [grant] condition" and that "if LSC deems corrective actions are not satisfactory, they may immediately stop sending the funds." Ayala also wrote that "SLPR submitted the proposal for renewal of funds to LSC and we are confident that it will be approved" and that "LSC has even evaluated the possibility of recovering the funds that were used to pay for the time not worked and that was not charged to any leave" but "LSC has not notified a decision accordingly, they referred the matter to the Office of the Inspector General." (GC Exh. 6 (a)–(c); R. Exh. 3 (a)–(b).)[22]

In pertinent part, Ayala's letter also states: "We inform you that we carefully reviewed Article 17. Section 1A of said Article provides that attorneys shall enjoy flexible working hours as defined in Section 1B. Section 1B states that the flexibility set forth therein may not be used to violate the law and regulations of SLPR. . . Therefore, in consideration of the fact that LSC indicated to us that its funds cannot be used to pay for time not worked and that it is not charged to any leave it is appropriate according to the article to annul the aforementioned "flexibility," as it is in violation and contrary to the applicable federal regulation. . . from the investigation we conducted, the classification of attorneys . . . does not have to comply with the salary test established by the [FLSA]. . . and therefore, fractional salary deductions can be made. . . in view of the above. . . it is appropriate to pay only for the time worked by the attorney, *eliminating the practice of paying for time not worked. . . we are willing to dialogue with the Union in order to evaluate whether we can agree on any other alternative*. . .such as proceeding to the charge of time not worked to vacation and/or sick leave depending on the reason for the absence of the attorney." Ayala requested a response from the Union by July 21. (Tr. 126–128, 620, 624–625; GC Exh. 6(c); R. Exh. 3(b) (emphasis added).)

Ayala testified at the hearing that she read Flagg's letter to mean that the expired CBA "did not comply with LSC regulations" and that she understood Flagg's reference to reasonable and necessary costs to mean that "Article 17" was not a necessary and reasonable expense. (Tr. 623–624.) When pressed to identify where in Flagg's letter it stated that LSC determined that Article 17 was not reasonable, Ayala stated that it was "in the conditions" and where the Flagg letter states that SLPR does not have a policy for allocating costs associated with salary paid for periods of partial-day absences. (Tr. 1054–1056.) She also testified that in her opinion, Flagg's letter meant that any time not worked by attorneys had to be charged to a leave category. (Tr. 638.) Ayala testified that she determined that the way to resolve the issue was to leave Article 17 without effect and that she determined that the expired CBA allowed SLPR to act unilaterally based on the language in Article 17. (Tr. 609–610, 1068.)

H. UAASL's Information Request and Parties' Continued Communications

[22] The General Counsel's and Respondent's translations are nearly identical and the differences between the two English versions of the letter are inconsequential to the issues at hand (i.e., in GC's version it states that it is appropriate to "annul" the flexibility set forth in Art. 17 of the expired CBA, while Respondent's version states that it is appropriate to render the referred flexibility "ineffective."

On July 19, Couret sent Ayala a letter in response to Ayala's July 14 letter. In her letter, Couret stated that in order to evaluate and discuss changes to Article 17 of the CBA, the UAASL requested the following information:

A. Copy of any communication sent by LSC to SLPR wherein you express any concerns, requests or indications about payment of time not charged to any leave referred to in your communication.

B. Copy of any communication from LSC to SLPR indicating that a grant condition will be imposed on SLPR for this practice.

C. Copy of the communication from LSC pursuant to the third (3rd) paragraph of the second page of your letter, in which LSC indicated to you that their funds may not be used to pay for time not worked.

D. Copy of any communication from LSC to SLPR regarding the collective bargaining agreements revised by LSC.

E. Section or Sections of the law or regulations governing LSC (42 USC 2996 and 45 CFR 1600) that Article 17 of the collective bargaining agreement is violating.

F. Investigation conducted concluding that as exempt employees, deductions may be made to us.

G. And any other communication or directive addressed to SLPR from LSC regarding the content of your letter and requested therein.

Couret ended her letter stating that the Union is committed to the program and its continuity, and requested the information be sent as soon as possible but reminded Ayala that "current conditions must continue to be honored until another agreement is made." (GC Exh. 11 (a)–(c), R. Exh. 4 (a)–(b).)[23]

On July 20, Ayala replied to Couret's July 19 letter. In her letter, Ayala asserted that Couret is incorrect in asserting that "current conditions must continue to be honored until another agreement is established" because "the flexibility set forth in [Article 17] may not be used to violate the Law and Regulation of SLPR. . ." and the CBA "recognizes that if the application of Article 17 violates the regulation in any respect, this provision is null and void. . . . *Article 17 itself provides for us to make the necessary changes so as to not pay for time not worked*, *we are willing to listen and dialogue* with the Union on this matter. . . However, SLPR will address this issue as soon as possible. . .LSC has indicated that if an employee does not work 7.5 hours a day, then the hours not worked must be charged to a leave. . . We hope that the commitment you

[23] GC's translation and Respondent's translation are nearly identical and the differences between the two English versions of the communication are inconsequential to the issues at hand (i.e., in GC's version the information request (F) requests "investigation conducted" while Respondent's version states "research conducted.")

outline in your communication will speed up the Union's response, so that SLPR may *listen to the Union's interest* in this matter. *Otherwise, as of August 1, 2022, no payment will be made for time not worked by any attorney that is not charged to a valid leave category* (emphasis added). (Tr. 165, 167, 635–637; GC Exh. 12(a)–(b); R. Exh. 5(a)–(b).)[24]

In response to the Union's information request, Ayala attached a copy of Flagg's letter stating that it was responsive to information requests A through D, and G. In response to request E, Ayala asserted that to cite the regulation was unnecessary since Flagg's letter "states how the regulations on the use of its funds . . . should be interpreted, however, a link to [LSC's Laws, Regulations and Guidance] is included." In response to request F, Ayala replied that the investigation was privileged and protected by the attorney-client privilege and recommended that "you consult with your legal counsel." This was the first time Ayala shared Flagg's letter with the UAASL. (Tr. 166, GC Exh. 12(b).)

Couret replied by email on July 26, stating that the UAASL was available to discuss the issue related to the special grant condition that same week since the parties were already scheduled to bargain concerning the successor CBA on Thursday and Friday. Ayala replied by email on July 27 stating that Respondent "has been clear about our willingness to hear any suggestions from UAASL in order to address LSC's concerns, however, we've stated that *we're not opening a negotiation on this matter*" because as "*explained previously, Article 17 provides that flexibility is waived if the practice violates LSC legal provisions*." Ayala stated that she is available to meet virtually "today" to "listen to suggestions that UAASL wants us to evaluate."

Couret replied by email on the same day essentially restating UAASL's availability during the scheduled negotiations, pointing out that Respondent waited 31 days from LSC's letter to alert UAASL of the issue, and that UAASL was evaluating the information and proposals it may be able to make. Ayala replied by email on the same day, stating that she "must correct some aspects of your communication. The purpose of the meeting that we're willing to have with the Union on this subject *isn't to negotiate*, rather to meet the demands of our primary funding provider, LSC." (emphasis added.) Ayala asserted that the meetings on Thursday and Friday were to continue to bargain for the new CBA, but she was willing to meet with Couret on other days to discuss this issue. She also stated that in any case "as of August 8, we won't be issuing payments for time not worked by attorneys and not charged to any valid leave category, as required by LSC." (Tr. 178–181, 405–406, 408, 646–653; GC Exh. 13(a)–(b); R. Exh. 6–12.)[25]

Ayala testified that although the parties were negotiating for a successor CBA, she refused to bargain with the Union about Article 17 because "it was already negotiated in the CBA" but

[24] The General Counsel's translation and Respondent's translation are nearly identical and the differences between the two English versions of the email are inconsequential to the issues at hand (i.e., GC's version uses the term "attorneys" and Respondent's version uses the term "lawyers.")

[25] The General Counsel's translation and Respondent's translation are nearly identical and the differences between the two English versions of these communications are inconsequential to the issues at hand (i.e., GC's version states that Art. 17 provides that flexibility is "waived" if the practice violates LSC legal provisions while Respondent's version states that flexibility is "rendered ineffective").

she would "listen to alternatives" from the Union. (Tr. 402, 653, 1093–1094.) She also stated that she wanted to discuss the issue of time not worked separately from regular bargaining sessions because it required immediate attention and "because Article 17 itself had the solution to handle it" and she "wanted to discuss the impact that it would have on attorneys." (Tr. 660–663.)

Couret replied by email on July 31, stating, in pertinent part, "in the attached documents, you didn't include **the answer provided by SLPR to LSC,** which would give us a broader perspective of the situation, and which by the way, **we do request from you**." Couret asserted that attorneys are not paid for time not worked, that their absences, at present, are charged to sick leave or vacation, and that *as exempt employees they regularly perform work after 6 p.m*. She pointed out that the flexibility set forth in Article 17 refers to attorneys' ability to perform 7.5 hours of work between 8 a.m. and 6 p.m., so long as they report to work by 9 a.m. and that hours in which an attorney is not in the office are listed in the timekeeping and attendance record sheet. She pointed out that LSC's letter did not seek to eliminate the flexibility that exempt employees enjoy nor did it seek to impose a fractional salary, which would be against the law, but only sought to address the issue related to the time an attorney is out of the office and not working. Couret asserted that the UAASL was willing to explore reaching an agreement where attorneys could charge time to a "discretionary time off" leave. Couret agreed to meet with Ayala the following Monday, August 1, at 9 a.m. Ayala replied that she would send a detailed response later, but she would meet Couret on August 1. (Tr. 679; GC 13(b) (emphasis added), R. Exhs. 6–12.)

I. UAASL Proposes Discretionary Leave to Address Special Grant Condition

Ayala and Couret met on August 1. Ayala was the only witness to testify about this meeting. According to Ayala, Couret said she had seen other collective-bargaining agreements that had discretionary leaves, and that the UAASL was considering proposing some type of leave that would accrue hours based on work performed outside of the office, with the Director's approval, for cases that warranted additional work by attorneys. Ayala told Couret that she was concerned that the volume of work or complexity of cases was not the same in all SLPR's offices, and that this arrangement could lend itself to attorneys stopping to work on cases until after the workday ended. Ayala reminded Couret that the special grant conditions established that accrual leaves were not reasonable and that if an additional leave was created, it would have to comply with the special grant conditions. Couret did not propose anything officially and Ayala told her to send her a proposal as soon as possible. (Tr. 686.)

On August 3, Couret sent an email to Ayala proposing the implementation of a "discretionary leave." She proposed that the parties stipulate the implementation of the new leave immediately. The proposal states, in relevant part, "that an attorney accumulates for working more than 37.5 hours a week, at the rate of an hour per hour." Discretionary time off "may be used, subject to prior approval from the Center director, for tardiness and early departures in the next two–week pay period" and that attorneys "must provide reasons and justification" in seeking approval. Ayala did not immediately respond. (GC Exh. 13(b); R. Exh. 12(b).)

J. LSC sends SLPR Amended Grant Award Letters Retroactive to January 1

On August 3, Flagg sent Santini an amended grant award agreement attaching special grant conditions to SLPR's 2022 basic field grant of $14,249,870. The special grant conditions stated are as follows:

1. Partial workday: On or before September 1, 2022, Recipient must submit evidence that its Board of Directors has adopted a grantee–wide policy requiring the proper recording of all leave hours, including any employee's time not worked during the regular workday, to an appropriate leave category. The policy must make clear that any portion of a workday an employee does not work that is not charged to a leave category may not be charged directly or indirectly to the program's current 2022 LSC basic field grant.

2. Market analysis:

    a. On or before September 15, 2022, Recipient must conduct a market analysis of similarly situated employers' annual vacation and sick leave accrual policies to determine a reasonable amount of allowable annual leave carryover for Recipient staff.

    b. On or before October 1, 2022, Recipient must provide LSC with the results of the market analysis and a determination of whether Recipient will revise the sick and vacation leave accrual policies, as well as draft revised sick and vacation leave accrual policies for review, if appropriate.

    c. If the Recipient decides to revise its sick and vacation leave accrual policies, on or before November 1, 2022, Recipient must submit evidence that its Board of Directors has approved the revised policy, and that Recipient has implemented the revised vacation and sick leave accrual practices.

On August 4, Flagg sent LSC's 2020–2021 Disaster Supplemental Appropriation grant award letter to Santini, which concerned $882,140 in funds to be used to provide legal aid and representation to eligible survivors of "the 2020–21 disasters." LSC included the same special grant condition number 1 above to this agreement. (GC Exh. 22 (a)–(b).)

Santini and Quiñonez signed the amended grant agreements on August 5. (Tr. 727–728, 1403–1404; GC Exh. 22 (a)–(b); R. Exhs. 44–45.)

K. SLPR Rejects UAASL's Proposal to Create Discretionary Leave and Unilaterally Changes Attorneys' Pay for Partial-Day Absences

On August 6, Couret sent another email to Ayala asking for a response or a meeting to discuss the UAASL's proposal. (GC Exh. 13 (a)–(b), R. Exh. 12(b).)

Ayala replied on August 6 by email attaching a 2–page long letter. In bold letters, Ayala wrote that "**it is a fact that LSC determined that the provision to pay for time not worked in Article 17 is improper and violates LSC regulations**." She further emphasized "it has been

concluded that the flexibility in Article 17 violates LSC regulations, as indicated by the LSC President himself, it is not considered a change in conditions of employment since the clear text of the article provides that flexibility is eliminated when . . . it violates the LSC regulations." Ayala also asserted that under the FLSA, "a partial discount [in salaries] is allowed for attorneys who do not complete their workday." She stated that Respondent already recorded time worked outside of the office in its timekeeping and attendance sheet, but that tasks attorneys perform outside of the work hours between 8 a.m. and 6 p.m. and outside of the office are not considered working time because Respondent does not recognize remote work. Ayala stated that "the alternative presented by the Union to establish a new discretionary time leave… does not allow us to comply with the LSC requirements." Ayala also informed Couret that LSC had imposed the grant conditions retroactively to January 1. Finally, Ayala asserted that since the UAASL has "not presented an alternative that is in accordance with what is indicated by LSC" and "given the fact that Article 17 eliminates flexibility due to the violation of the regulations, there will be no payment for time not worked within the daily working day in SLPR." (Tr. 193, 418–421; GC Exh 14(a)–(b), R. Exh. 13(a)–(b).)[26]

At the hearing, Ayala admitted that it was incorrect of her to assert that the UAASL had not presented Respondent with any alternative. (Tr. 421.) She stated that SLPR would not recognize any work performed after 6 p.m. as being part of the workday because the expired CBA established that attorneys' workday is from 8 a.m. to 6 p.m., and Respondent only recognized remote work during the pandemic, and only after bargaining with the Union for about 5 weeks. (Tr. 716.) Ayala insisted that the Union's proposal to create a discretionary leave "did not comply with the LSC's conditions" but did not elaborate on why. (Tr. 718.) She acknowledged that she did not share UAASL's proposal with LSC and did not ask anyone at LSC if the proposal would be acceptable to them. (Tr. 421–422, 424.) Ayala also acknowledged that Respondent did not make any counterproposal to the UAASL in this regard. (Tr. 424–425.)

L. Communications with the UITSL

On August 10, Ayala sent a letter to UITSL president, Leticia Ortiz, "to hereby inform you of the conditions, which were officially imposed on the Program late last week, retroactive to January 1." Ayala attached Flagg's letter, and informed Ortiz that "LSC states that you may not be paid for time not worked and requires us to do a market study in order to determine a reasonable amount for accruing vacations and sick [leave]." Ayala further stated that "[f]ortunately, part of these items were addressed in the new collective-bargaining agreement" with UITSL.[27] (Tr. 458, 514–515, 953–954; GC Exh 15(a)–(b), R. Exh. 25.)[28]

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[26] The General Counsel's translation and Respondent's translation are nearly identical and the differences between the two English versions of these communications are inconsequential to the issues at hand.

[27] In this regard, Ayala testified that during negotiations for the new CBA with the UITSL, the parties agreed that all unit employees were required to charge partial-day absences to a leave. (Tr. 953–954.)

[28] The General Counsel's translation and Respondent's translation are nearly identical and the differences between the two English versions of these communications are inconsequential to the issues at hand (i.e., GC's version uses the term "grant" while Respondent's version uses the term "subsidy.")

M. August 11 Memorandum– Respondent Informs Employees That Special Grant Conditions Were Imposed Because Of Unions' Letter To LSC

On August 11, Respondent distributed a memorandum to all employees titled "Conditions for Grant Funding from the Legal Services Corporation." In relevant part, the memo states:

> On June 14th of this year, we received a communication from Atty. Ronald Flagg, President of Legal Services Corporation (LSC)—which we are attaching—as a result of some letters sent by the union presidents of Servicios Legales de Puerto Rico, Inc., (SLPR). In said communication, it is reported that conditions will be imposed on SLPR [. . .]
>
> SLPR received two (2) conditions which are imposed retroactively to **January 1, 2022**. They are listed as follows:
>
> 1. Partial workday
>
> This condition provides that we must submit evidence that the Board of Directors adopted a Program-wide policy requiring an accurate record–keeping of all leave hours, including the charge to corresponding leave of any time not worked by an employee during the regular workday period. . . We have until **September 1, 2022** to meet this condition.
>
> 2. Market survey
>
> SLPR must conduct a market survey of similar employers' leave accumulation policies in order to determine what the reasonable amount of vacation and sick leave accumulation is, and to submit a draft policy on this item, if it is determined that leave accumulation policies need to be revised. We have until **October 1, 2022** to meet this condition.
>
> If it is determined that leave accumulation policies need to be revised, we have to submit evidence of the policy revised by the Board of Directors and that the SLPR implemented it. We have until **November 1, 2022,** to meet this condition.
>
> In response to condition number one (1), we initiated discussions with [UAASL] as it is the current practice under the [CBA] not to charge leave for partial absences during the workday
>
> . . . From the beginning of the discussions with [UAASL], the Union was informed that although the SLPR does not have the duty to negotiate this matter due to the actual provisions in Article 17 of the 2015–2018 [CBA], we were always open to dialogue and to receive suggestions from the Union in order to address the condition.
>
> Specifically, Article 17 provides that the flexibility set forth in the Article may not be used if it violates SLPR or LSC regulations. In response to the communication from the LSC president, in which it states payment may not be made for time not worked and not charged to a valid leave period, is reason to eliminate the flexibility set forth in the Article. However, in light of the fact that the SLPR is unable to charge a fraction of vacation or sick leave due

to the CBA provisions and in absence of an agreement to the contrary with the Union, **SLPR may not pay for time not worked by attorneys**.

For its part, the UAASL proposed to address this condition by creating a new "discretionary" leave period whereby attorneys could be absent for parts of the day. The leave period, according to its proposal would accumulate based on work over 37.50 hours per week.

In light of the fact that both the LSC President's letter and the conditions imposed are clear and specific, the "discretionary" leave period proposed by the Union does not allow us to meet this condition. The Union was informed about it on August 6, 2022. However, as of the date of this communication, we have not received an answer from the Union nor any other suggestion in order to address the condition.

Therefore, as of **Monday, August 15, 2022, the SLPR will not be paying for time not worked within the 7.50–hour workday schedule**. [. . .] As for union attorneys, payment will be made for time worked within the 7.50–hour workday. If there is any partial absence during the workday, it will not be paid. [. . .] Absences on full workdays will continue to be charged to vacation or sick leave, depending on the reason for the leave.

(Tr. 199–200, 425; GC Exh. 16(a)–(b) (emphasis in original).)

N. August 15–SLPR Implements Change to Pay for Partial–Day Absences

As announced, on August 15, Respondent implemented the change on how it paid attorneys for partial-day absences. (Tr. 198, 381–382.) Respondent started discounting from attorneys' pay any time not worked within the 7.5–hour day. (Tr. 381–382.) According to Ayala, from August 15 through the time of the hearing, Respondent deducted partial-day absences from attorneys' pay between 100 and 1000 times.[29] (Tr. 398–399.) Despite the change, Respondent continued to bargain with the UAASL for a successor agreement, including bargaining over Article 17. (Tr. 430.)

O. August 28—UAASL Information Request Follow–up

On August 28, Couret sent a letter to Ayala in response to Ayala's August 6 letter. She noted that "nowhere in the LSC letter does it state that SLPR must change the terms and conditions of employment and/or the flexible hours set forth in Article 17" of the CBA. Couret stated that the UAASL is not requesting payment for nonworked time but is requesting that SLPR not fraction attorneys' salaries as this would violate the CBA and the FLSA. Further, Couret stated that the UAASL **is requesting, for the second time "all communications between LSC and SLPR regarding this matter" including communications referred to in the LSC letter and in the August 11 memo to all employees**. Couret further asserted that "the FLSA requires that exempt employees receive a fixed weekly salary that may not be reduced based on the quality

[29] There is no evidence in the record reflecting the number of hours related to attorneys' partial-day absences, nor is there any evidence reflecting if the number of hours related to partial-day absences was substantial or immaterial.

or quantity of work performed" and "only provides for salary reductions in a limited number of circumstances, which DO NOT include partial absences." Couret stated that "the terms and conditions of employment set forth in the 2025–2018 CBA may not be altered unilaterally," and although the UAASL proposed a solution, it "was outright rejected." Couret argued that "Article 17's flexibility does not violate LSC regulations" because "SLPR had an attendance record and timekeeping that shows to whom, why and how it pays its salaries to union attorneys." Couret further clarified that when she stated that attorneys perform work outside of the office, this was to point out that, as exempt employees, their work does not end at 6 p.m. and sometimes continues at home. Couret explained that this was different from the concept of remote work, where an attorney may not be present in the office at all for one or more workdays. Couret also emphasized in her letter that during negotiations Respondent had submitted proposals seeking to eliminate the flexibility of Article 17, and asserted that Respondent's bargaining proposals, and Respondent's "particular interpretation of the letter by Attorney Flagg and Article 17," led UAASL to conclude that "SLPR intends to impose what has not been obtained at the negotiating table." The letter ended with a request to receive within five days "all communications addressed to and received from LSC regarding this matter." (GC Exh. 17 (a)–(b).)

P. *August 30—Respondent Issues Second Memorandum To All Employees with New Policy Concerning Partial–Day Absences*

On August 30, Respondent issued a second memorandum to all employees titled Policy on Recording, Using, and Charging of Leave for Time not Worked During the Daily Workday. In relevant part, the memo states:

> As communicated to everyone on August 11th . . . the [LSC] imposed some conditions on the grant funding approved for this year 2022. This, as a result of an investigation conducted by LSC, following a letter sent by Leticia Ortiz and Lormir [sic] Couret, union presidents of [SLPR].[30]
>
> Therefore, in compliance with one of the conditions imposed. . . I am sending you the Policy on Recording, Using, and Charging of Leave for time not worked during the daily workday, approved by the Board of Directors at the ordinary meeting held on August 27th. This policy is applicable to all SLPR employees and will be interpreted pursuant to current collective bargaining agreements.
>
> All personnel are required to properly record all hours on an authorized valid leave period. Pursuant to the policy, regulations and/or collective bargaining agreements, personnel who are able to request any valid leave period in order to cover for absences in their daily workday, must do so pursuant to the standard procedures that are set forth. For their part, attorneys who are part of the appropriate unit and who are unable to use leave for fractional absences must record only the time worked within the daily workday at SLPR. Time not worked by employees during the daily workday that is not charged to an authorized leave period will not be paid [. . .] (GC Exh. 18(a)–(b).)

[30] At the hearing, the interpreter translated this paragraph as stating, in relevant part, "this is the result of an investigation done by LSC as a result of a letter sent by the presidents of the Unions." (Tr. 208.)

A three-page policy approved by the Board of Directors on August 27, signed by President Quiñonez and the secretary of the Board of Directors, was attached to the memorandum. The policy states it applies to all SLPR employees, and defines employees as "all union personnel, management, and non–union personnel." It further states "the regular daily workday at SLPR is seven and a half hours (7.5) and thirty–seven and a half (37.50) hours a week based on five (5) working days." The policy includes a legal basis statement, procedural background and purpose statement. In essence, the policy's purpose states it is "to comply with one of the conditions imposed by LSC on grant funding for the year 2022, which requires the Board of Directors to adopt a program–wide policy requiring the proper recording of all hours on leave, including any time not worked by employees during the daily workday" and "to ensure compliance with the provisions set forth in LSC regulations. . ." The policy requires all employees to "fulfill the daily work schedule" and to "request the corresponding leave" if an employee is unable to complete their work schedule. Authorized leaves are required to be properly recorded into "the electronic timekeeping device" in the case of attorneys and paralegals. "Any portion of time not worked during the work schedule must be charged to an applicable valid leave period pursuant to the SLPR regulations and [CBAs]. Any portion of time not worked during the daily schedule that is not charged to a valid leave period, may not be charged directly or indirectly to LSC funding. Therefore, said portion of time not worked shall not be paid to the employee. The policy states it is effective "immediately" and "voids any other current policy or document in full or partial conflict with what is set forth herein. . ." (GC Exh. 18(a)–(b).)

It is undisputed that the Unions did not consent to this policy nor were they consulted prior to the policy coming into effect. (Tr. 506–507.) It is also undisputed that SLPR drafted the policy and submitted it to its Board of Directors for approval without bargaining with the Unions. (Tr. 1492–1493.)

Q. Market Study—Paid Time Off for Non–for–profits in Puerto Rico

Sometime in July, Respondent hired a consulting company called Aon Risk Solutions to conduct a market study on paid time off for not for profits in Puerto Rico. Lorena Rodriguez Moreno, compensation manager at Aon, conducted a "hot topic survey" in August concerning "paid time off in Puerto Rico's non–profit market." She presented her findings to Ayala sometime in September. (Tr. 758–759, 1416–1422, 1442–1443; R. Exh. 15.) Rodriguez testified that the study gathered data provided by nine participating not for profits. None of the participating organizations provide legal services or were LSC grantees.[31] Rodriguez did not know whether any of the employees of the participating organizations were represented by a union—the participating organizations were not asked either. (Tr. 1433–1436, 1441, 1445–1446.)

The market study report reflects that while SLPR reportedly received $16 million in annual funding in 2022, 66 percent (six) of the participating organizations received only between $1 and $5 million funds annually, 22 percent (two) of the organizations received between $11 and $15 million annually, and one organization received between $21 and $25 million annually. Additionally, while SLPR reportedly had between 101 and 200 employees, 67 percent (six) of

[31] The participating organizations are indisputably different from SLPR. The group included the Salvation Army, YMCA of Puerto Rico, and the Boys & Girls Club of Puerto Rico.

the participating organizations only had between 1 and 100 employees, while the remaining three had between 200–500 employees. (R. Exh. 15.) Thus, although LSC required a market study among "similarly situated employers," the resulting study was limited to a small group of organizations that were not similarly situated to SLPR.

Regarding vacation leave, while SLPR reported it provided 30 vacation days per year, one organization provided 24 vacation days, two provided 20 vacation days for exempt employees, and four provided 18 vacations days for nonexempt employees. The rest of the participating companies provided between 10 and 15 vacations days annually. Concerning the maximum carryover allowed for vacation leave, three participating organizations did not have a carryover ceiling for vacation leave, while the other six organizations allowed a maximum carryover of between 15 and 30 days, compared to SLPR's 60–day ceiling for attorneys and 40–day ceiling for nonattorneys. (R. Exh. 15.)

The market study shows that all participating companies provided between 15 and 18 sick days per year, just as SLPR provided at the time. Regarding sick leave carryover ceilings, one participating organization allowed more than 30 days of sick leave to accrue, while the rest of the organizations had a sick leave ceiling of between 12 and 18 days, compared to SLPR's 36–days maximum for nonattorneys and 90-days for attorneys. The market study also reflects that the participating organizations offered other paid time off leave in the form of holidays, jury duty, professional development, shutdown, sick family days, family death, personal time off and birthday. The market study did not include recommendations for SLPR. (R. Exh. 15.)

R. SLPR Approves A New Vacation And Sick Leave Policy. Informs Unions It Is Only Willing To Engage In Effects Bargaining.

On September 28, Santini sent an email to Pimentel stating that "as a result of the market analysis," SLPR was working on "a draft policy regarding our sick and vacation policies." Santini asked Pimentel to confirm that the special grant condition required SLPR to include in the market analysis both the carryover and accrual for vacation and sick leave, and to confirm it applied to all SLPR employees regardless of classification. Santini also asked if SLPR could use LSC funds to pay or liquidate "excess" accrued vacation leave and to clarify SLPR's understanding that if SLPR failed to comply with the 2022 special grant conditions, "LSC will suspend funding." (GC Exh. 23 (a)–(b).)

On October 3, Pimentel replied to Santini's email stating that she had consulted with the office of compliance and enforcement, office of legal affairs, and the executive office of LSC before replying to her email. Pimentel stated that the market analysis applied to "all [SLPR] employees regardless of position;" that the market analysis must include "an analysis of the monthly accrual of both vacation and sick leave;" that LSC must review "the policies on accrual and carryover applicable to all [SLPR] employees"; and that SLPR "cannot use LSC funds to pay for any leave balances that may be determined to be in "excess" of accrued and carryover leave." Finally, Pimentel stated that "[a] Special Grant Condition is imposed on a grantee when LSC believes it is critically important for the grantee to take a specific action. If a grantee does not comply with the Special Grant Condition, LSC may suspend funding, among other measures, until the grantee complies with the Special Grant Condition." (GC Exh. 23 (a)–(b).)

Ayala testified that she used the market study to establish a new vacation and sick leave accrual policy. According to Ayala, SLPR chose the number of days "most favorable to employees" within the study results, specifically, 18 annual vacation days up to a 28–day ceiling and 15 annual sick days up to a 15–day ceiling. (Tr. 760, 989–993, 992.)

Sometime in early October, SLPR sent LSC a copy of the market study and a draft of a new vacation and sick leave policy with the new annual accruals and carryover maximum limits. SLPR wanted LSC to preapprove the new policy prior to it being approved by SLPR's Board of Directors. It is undisputed that SLPR did not bargain with the Unions about this policy. (Tr. 454, 457, 821, 1150, 1492–1493; R. Exh. 46.)

On October 7, Ayala sent an email to UITSL president Leticia Ortiz with an attached letter. In the letter, Ayala asserts that "recently" LSC confirmed to SLPR that the special grant conditions imposed on SLPR applies to all SLPR employees including employees represented by the UITSL. She asked Ortiz to meet to discuss "this matter with you and the potential impact it could have on the 2022–2026 [CBA.]" (Tr. 459, 955, 959; GC Exh. 20 (a)–(b), R. Exh. 26.)[32] The parties agreed to meet on Wednesday, October 12. (R. Exh. 27 (a)–(b).) According to Ayala, she met with Ortiz, reviewed Flagg's letter, and reviewed the market study. (Tr. 964–965.)

On October 10, Ayala sent a separate email to the vice president of the UAASL, Manuel López–Gay, letting him know that Couret had informed Ayala that he would oversee union matters while Couret was on vacation. Among other things, Ayala stated that in response to the UAASL's request for communications that Flagg "referenced in his communication from June 10," she was attaching a copy of the letter Quiñonez sent to LSC in response to the Unions' letter. She also requested to meet the next day to discuss the market study that LSC had required SLPR to conduct. (Tr. 147–149, GC Exh. 10(a)–(c), R. Exh. 17.)[33] López–Gay replied on October 11, asking for a copy of the market study and for more time to review Ayala's and Couret's communications to better prepare for a meeting. (Tr. 283; GC Exh. 21 (a)–(b), R. Exh. 16(a)–(b.))[34] On October 20, Ayala sent an email to López–Gay requesting to meet the next day to continue discussing the conditions LSC imposed on their funds. (R. Exh. 18 (a)–(b).) López–Gay did not testify. According to Ayala, they met and she gave him the market study and reviewed it with him page by page. She told him that SLPR had sent the market study to LSC and was waiting to hear back from them but that in view of the study SLPR had determined that the accrual rates were above market and would need to be revised. (Tr. 813–814, 821–822.)

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[32] The General Counsel's translation and Respondent's translation are nearly identical and the differences between the two English versions of these communications are inconsequential to the issues at hand.

[33] The General Counsel's translation and Respondent's translation are nearly identical and the differences between the two English versions of these communications are inconsequential to the issues at hand (i.e., GC's version states "the market study that LSC imposed on us to conduct" while Respondent's version states "the market study that LSC required us to carry out."

[34] The General Counsel's translation and Respondent's translation are nearly identical and the differences between the two English versions of these communications are inconsequential to the issues at hand (i.e., GC's version states "forward us a copy of the market study" while Respondent's version states "receive in advance a copy of the marketing study."

Ayala never testified and/or stated in any of her written communications with the Unions that at the time of these meetings SLPR had already drafted a policy with new vacation and sick leave benefits nor that it was being reviewed by LSC. Thus, I find that Ayala concealed this fact from the Unions.

By email dated October 17, LSC informed SLPR that it had completed its review of the new vacation and sick leave policy. Specifically, Pimentel forwarded to Santini an email she received from Gottlieb, fiscal compliance analyst at LSC, stating that the "policies" SLPR had submitted were reviewed and "we agree with them" and "have no concerns about [SLPR] submitting them to their Board for approval." Santini replied that SLPR would submit the draft of the policy to its Board of Directors at a meeting scheduled for October 20. (Tr. 461, 463–464; R. Exh. 46.)

On October 18, Leticia Ortiz asked Ayala by email for a copy of the new 2022 grant agreement between SLPR and LSC. Ayala sent her a copy of the amended grant agreement on October 19. (Tr. 460, 968–969; GC Exh 22 (a)–(b), R. Exh. 28.) On October 20, Ortiz sent a letter to Ayala requesting a copy of the communication SLPR received from LSC stating that the new conditions imposed by LSC applied to union workers. (Tr. 970, GC Exh. 23(a)–(b), R. Exh. 29.) Ayala sent an email on October 20 to Ortiz inviting her to meet the next day, and Ortiz replied with her available times. (R. Exh. 31 (a)–(b).)

On October 20, SLPR's Board of Directors approved the new vacation and sick leave policy reviewed by LSC. The policy specifically states that it was approved "in strict compliance with the requirements established by the LSC and the grant conditions imposed on the Program in August 2022." The policy applies to "all regular employees" "regardless of their length of employment or date of hire" and will be enforced on "any collective bargaining agreement." Regarding vacation time, employees will accrue 1.5 days of vacation per month up to a maximum of 18 days of vacation per year and will be allowed to carry over up to 28 days. Employees will receive the balance of their unused accrued vacation upon termination. With regard to sick leave, employees will accrue 1.25 days of sick leave per month up to a maximum of 15 days of sick leave per year and will be allowed to carryover up to 15 days. Employees will not receive the balance of any unused accrued sick leave upon termination. (Tr. 446, GC Exh. 32 (a)–(b), R. Exh. 19(a)–(b), R, Exh. 32 (a)–(b).)[35]

On October 21, Ayala sent Ortiz a copy of the October 3 letter from Pimentel to Santini, where LSC confirmed, among other things, that the grant conditions applied to "all" SLPR employees. (Tr. 293, 461, 875–976; GC Exh. 24 (a)–(b), R. Exh. 30.) Ayala and Ortiz met on the same day. During the meeting, Ayala provided Ortiz with a copy of the new vacation and sick leave policy approved by the SLPR Board of Directors and LSC. (R. Exh. 32 (a)–(b)—showing handwritten note.) She told Ortiz that she was available to negotiate the effects of this policy and was "interested in seeing any matters the Union might want to bring up." According to Ayala, Ortiz asked her if SLPR had told LSC that the parties had signed a CBA and she told Ortiz that

[35] GC's translation and R's translation are nearly identical and the differences between the two English versions of these communications are inconsequential to the issues at hand (i.e., GC's version uses the terms "accrual" and "grant conditions" while Respondent's version uses "accumulation" and "conditions of subsidy."

LSC knew. Ortiz told Ayala that the new policy could not apply to the UITSL unit because of the CBA in effect. (Tr. 507, 981–982.)

Ayala followed up the meeting with Ortiz with a letter on October 25. In her letter, Ayala asserts that at the meeting she informed Ortiz that she was available to discuss "the effects" of these changes and to "negotiate the consequences that the accrual change may have on the appropriate unit employees." (Tr. 298–299, 987; GC Exh. 25 (a)–(b), R. Exh. 33.) Ayala also stated in her letter that she was waiting for the Union to get back to her with any "information, questions or concerns" on these issues.

On October 24, Ayala and López–Gay met again. Ayala provided López–Gay with a copy of the new vacation and sick leave policy approved by the SLPR Board of Directors and told him that she was available to "discuss the effects" of the changes and "to negotiate the consequences that the accrual change may have" on unit employees. Ayala sent a letter to López–Gay the next day, stating that she was waiting to hear back from him with "any information, questions or concerns." (Tr. 473, 825–826, 831–833; GC Exh. 26 (a)–(b), R. Exh. 19–20.)

López–Gay replied by letter dated October 27, stating that the UAASL's position was that the vacation and sick leave policy and resolution approved by the Board of Directors constituted "a unilateral change in the union member's working conditions without having been negotiated with the Union, which is a violation of the law." He further stated that the expired CBA contained the governing vacation and sick leaves, which constitute the current conditions of employment, which may not be changed until SLPR negotiates with UAASL and reaches an agreement. The letter ends with a demand that SLPR comply with the current conditions of employment as set forth in the expired CBA. (Tr. 455, GC Exh. 27 (a)–(b).)

Similarly, the UITSL sent a letter to Ayala dated October 28 stating that the Union members' right to vacation and sick leave were recently negotiated and bargained for as reflected in Articles 30 and 32 of the current CBA, therefore, the Union was not willing to negotiate changes to those articles, and that the unilateral implementation of the new policy set to be in effect on November 1, would constitute an unlawful midterm modification of the CBA in violation of the NLRA. (Tr. 310–314, 473–474, 507; GC 28(a)–(b).)

On October 28, Santini sent to LSC a certification regarding compliance with special grant condition number two and attached the newly approved policy. (Tr. 1503–1504, R. Exh. 47.)

On October 30, Ayala sent a reply letter to the UITSL. In pertinent part, Ayala stated that it was clear "that the UITSL refuses to negotiate" the effects of the vacation and sick leave policy, and that since the policy would be effective on November 1, she proposed a meeting to negotiate the effects on October 31, November 1 or November 2. Ayala stated that "by failing to negotiate the effects of the policy, UITSL is preventing its members from obtaining vacation settlement in excess of the limits set by the new policy." (Tr. 317–318; 988–989; GC Exh. 29 (a)–(b), R. Exh. 34.) Ortiz sent a short email on October 31, reiterating that the Union's position was clearly expressed in its October 28 letter and that the UITSL would evaluate Ayala's latest communication and respond. (Tr. 321, GC Exh. 31 (a)–(b).)

On October 30, Ayala sent a very similar letter to the UAASL. In the letter Ayala reiterated that SLPR was willing to negotiate the effects of the policy, and that since the policy would be effective on November 1, she was proposing to meet on October 31, November 1, or November 2.[36] She stated that "by failing to negotiate the effects of the policy, UAASL is preventing its union membership from obtaining vacation liquidation in excess of the limits set by the new policy." (Tr. 447, 454–455, 836 GC Exh. 30 (a)–(b), R. Exh. 21.)[37]

S. October 31 Memo to All Employees Regarding New Vacation and Sick Leave Policy

On October 31, SLPR distributed a memorandum to all employees regarding the new vacation and sick leave policy and attached the new policy. (GC Exh. 32 and 33.) The memo states, in pertinent part, that as previously announced, LSC imposed conditions on the funds it provides to SLPR, "[Y]ou will recall that the conditions were imposed as a result of an investigation carried out by the LSC after receiving a communication from the president of the [UAASL] and the [UITSL]." The letter informs employees that SLPR has complied with the special grant conditions, stating, in pertinent part, as follows:

- SLPR conducted the market research, and it reflected that SLPR offers an accumulation of vacation and sick leave in excess of what similar organizations offer.
- In compliance with the condition imposed by the LSC, it was decided to review the policy on accrual of vacation and sick [leave].
- The draft policy on the accrual of vacation and sick [leave] was sent to LSC and it was approved.
- The SLPR Board of Directors approved the **Policy on accrual and limits on vacation and sick leave** which is effective on November 1, 2022.
- The LSC was informed about the implementation of the new vacation and sick [leave] accrual policy effective on **November 1, 2022**.

UAASL

Since **July 11, 2022**, the Director of Human Resources and Labor Relations has been in meetings and conversations with the UAASL about the conditions imposed by the LSC to provide its funds.

[36] None of Ayala's letters corroborate her testimony that when she met with López–Gay he somewhat acquiesced to the market study. López–Gay's letter to Ayala does not corroborate her testimony either. I, therefore, do not credit her testimony about what López–Gay supposedly stated about the market study.

[37] GC's translation and Respondent's translation are nearly identical and the differences between the two English versions of these communications are inconsequential to the issues at hand (i.e., GC's version states "preventing its union membership from obtaining vacation liquidation" while Respondent's version states "preventing its enrollment from getting liquidation of vacation."

In relation to the first condition, the UAASL did not present an alternative that met the condition and we had to apply the provision of the agreement on eliminating the flexibility of Article 17 as it violates the LSC regulations.

In relation to the second condition, the UAASL has not been willing to negotiate the effects that the *Policy on accrual and limits on vacation and sick leave* may have on unionized lawyers. This, despite the fact that we expressed our availability on several occasions.

UITSL

After confirming with the LSC that the new policy on accrual of vacation and sick leave applies to all SLPR employees, since **October 12, 2022**, the Director of Human Resources and Labor Relations initiated meetings and discussions with the UITSL President on the second condition. The first condition had already been met since all employees assigned to the UITSL are non–exempt employees who, since the new agreement, charge all their absences to the corresponding leave.

In relation to the second condition, like the UAASL, UITSL has not been willing to negotiate the effects that the *Policy on accrual and limits on vacation and sick leave* may have on UITSL member workers.

Finally, in view of all the above, it is reported that as of **November 1, 2022**, the **Policy on accrual and limits on vacation and sick leave** comes into effect for all employees of SLPR.

[…]

(emphasis in original) (GC Exh. 32(a)–(b).) Ayala sent a copy of this memo to the UITSL on November 1. (GC Exh. 33 (a)–(b).)

T. Postimplementation communications

On November 1, Couret sent a letter to Ayala restating the UAASL's position that it believed SLPR violated the law by not negotiating the changes in working conditions related to vacation and sick leave and unilaterally imposing the new policy. Concerning Respondent's invitation to negotiate the "effects" of the policy, Couret stated that if SLPR wanted to negotiate it should send the UAASL a proposal for their consideration. However, Couret specifically stated that the Union was not in any way accepting the unilateral imposition of the policy or waiving any legal claim. (Tr. 455, GC Exh. 34 (a)–(b), R. Exh. 22.)[38]

[38] The General Counsel's translation and Respondent's translation are nearly identical and the differences between the two English versions of these communications are inconsequential to the issues at hand (i.e., GC's version states "Resolution approved by the Board constitutes an undue interference in contractual relationships" while Respondent's version states "Resolution approved by the Board constitutes an undue intrusion in the contractual relations."

Ayala replied by letter on November 2 informing Couret that SLPR was willing to negotiate the effects that the new policy may have on attorneys such as "attorneys with a balance higher that the new limit whose effect would be that they lose [those leaves]." Ayala sent a proposal stating that SLPR would pay out the balance in excess of 28 days of vacation (the new maximum) up to a maximum of 60 days (the old maximum) in exchange for the UAASL agreeing to not file a grievance. (Tr. 456, 951, GC Exh. 35 (a)–(b), R. Exh. 24.)[39]

Ayala testified that the Unions did not accept Respondent's "proposal" and therefore, SLPR did not liquidate the balance in excess of 28 days of vacation to union–represented employees. Instead, Respondent deleted and/or eliminated any accrued vacation balance in excess of 28 days for all union–represented employees. (Tr. 456, 478–479.) SLPR, however, liquidated the balance in excess of 28 days of vacation leave accrued by its managers and supervisors using legislative funds (non–LSC funds). (Tr. 461, 480, 482–483.)

I. DISCUSSION AND ANALYSIS

A. Credibility Findings

In making credibility determinations, all relevant factors have been considered, including the context of the witnesses' testimony, their interests and demeanor, whether their testimony is corroborated or consistent with the documentary evidence and/or the established or admitted facts, inherent probabilities and reasonable inferences that may be drawn from the record as a whole. Credibility findings need not be all–or–nothing—indeed, nothing is more common in all kinds of judicial decisions than to believe some, but not all, of a witness' testimony. *Hills & Dales General Hospital*, 360 NLRB 611, 617 (2014), citing *Double D Construction Group*, 339 NLRB 303, 305 (2003); *Daikichi Sushi*, 335 NLRB 622, 623 (2001), enfd. 56 Fed. Appx. 516 (D.C. Cir. 2003). As already stated, the salient facts in this case are undisputed and are reflected in the documentary evidence. My credibility determinations have been incorporated in the findings of fact set forth above.

B. Respondent Unreasonably Delayed in Providing Information to the UAASL

1. Complaint allegations

Paragraph 8 of the complaint alleges that on about July 31, the UAASL requested that Respondent furnish it with the response provided by SLPR to LSC, and that from July 31 to October 10, SLPR unreasonably delayed in furnishing the UAASL with the information it requested. Respondent denies this allegation.[40]

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[39] The General Counsel's translation and Respondent's translation are nearly identical and the differences between the two English versions of these communications are inconsequential to the issues at hand.

[40] Respondent argues in its posthearing brief that the General Counsel also claimed that SLPR failed to provide information requested by the UITSL. The complaint allegation only references the UAASL, and I have not found any evidence in the record or in the General

2. Applicable Legal Standard

An employer, pursuant to Section 8(a)(5) of the Act, has an obligation to provide requested information needed by the bargaining representative of its employees for the effective performance of the representative's duties and responsibilities. *NLRB v. Acme Industrial Co.*, 385 U.S. 432, 435–436 (1967). Where the requested information concerns the terms and conditions of employment of employees within the bargaining unit covered by the agreement, this information is presumptively relevant, and the employer has the burden of proving lack of relevance. Where the request is for information concerning employees outside of the bargaining unit, the union must show that the information is relevant. *Brooklyn Union Gas Co*., 220 NLRB 189, 191–192 (1975), and *Curtiss–Wright Corp*., 145 NLRB 152 (1963), enfd. 347 F.2d 61, 69 (3d Cir. 1965). In either situation, however, the standard for relevancy is the same: a "liberal discovery–type standard." *Loral Electronic Systems,* 253 NLRB 851, 853 (1980); *Acme Industrial,* supra at 432, 437. Thus, information need not necessarily be dispositive of the issue between the parties, it need only have some bearing on it.

An unreasonable delay in furnishing information is as much a violation of Section 8(a)(5) of the Act as a refusal to furnish the information at all. *PAE Aviation & Technical Services LLC*, 366 NLRB No. 95, slip op. at 3 (2018). "In determining whether a party has failed to furnish information in a timely manner, the Board considers a variety of factors, including the nature of the information sought (including whether the requested information is time sensitive); the difficulty in obtaining it (including the complexity and extent of the requested information); the amount of time the party takes to provide it; the reasons for the delay in providing it; and whether the party contemporaneously communicates these reasons to the requesting party." *General Drivers, Warehousemen & Helpers Local Union No. 89*, 365 NLRB 1605, 1606 (2017). The analysis is an objective one, focusing not on whether the employer delayed in bad faith, but rather on whether it supplied the requested information in a reasonable time. *Management & Training Corp.*, 366 NLRB No. 134, slip op. at 3 (2018).

3. Analysis

On July 19, the UAASL requested information from SLPR, which included a request for communications from LSC to SLPR regarding the special grant condition concerning partial-day absences and LSC's review of the expired CBA between the UAASL and SLPR. In response to this information request, SLPR provided the UAASL with a copy of LSC President Flagg's letter to SLPR. In pertinent part, Flagg's letter states that after receiving information contained in both the Unions' [March 9] letter and SLPR's [March 16] response to the Unions' letter, it determined to review the UAASL CBA, and investigate, among other things, the use of LSC funds to pay attorneys for partial-day absences not charged to any leave. Aside from providing the Flagg letter, between July 19 and July 31, SLPR informed the UAASL that based on its interpretation of Flagg's letter and Article 17 of the expired CBA it would stop paying attorneys for any partial-day absence not charged to a leave, and that it had no bargaining obligation to negotiate with the UAASL prior to implementing this change. Consequently, on July 31, the UAASL informed SLPR that it disagreed with SLPR's interpretation of Flagg's letter and requested that SLPR

Counsel's posthearing brief indicating that this allegation was extended to include the UITSL. I find it was not.

provide it with SLPR's response to the Unions' letter referenced in Flagg's letter. The UAASL renewed its request on August 28. It is undisputed that SLPR did not provide the UAASL with a copy of its response to the Unions' letter until October 10. Thus, SLPR waited 10 weeks, from July 31 until October 10, to furnish the March 16 letter.

I find that Respondent's March 16 letter to LSC is presumptively relevant because it concerns its response to the Unions' letter to LSC regarding the parties' ongoing negotiations for a successor CBA and labor dispute at the time. Even if not presumptively relevant, the evidence shows its actual relevance since the letter relates to SLPR's concerns with the UAASL and the expired CBA, was referenced in Flagg's letter, and more importantly, led to LSC's decision to investigate SLPR, review the expired CBA, and subsequently impose special grant conditions on SLPR, which in turn was SLPR's basis for unilaterally changing pay for partial-day absences.[41] Significantly, the Unions' March 9 letter to LSC did not mention partial-day absences, sick and/or vacation leaves, or any clauses from the expired CBA with the UAASL. Therefore, the main reason why LSC investigated SLPR's vacation and sick leave policies and pay for partial-day absences was because SLPR's March 16 letter raised those issues. Thus, I find no basis for Respondent's argument that the March 16 letter is not relevant. Notably, SLPR never once asserted to the UAASL that its request was irrelevant prior to providing the information requested.

Having found the information to be relevant, I turn next to the issue of timeliness. In determining whether an employer has unlawfully delayed responding to an information request, the Board considers the totality of the circumstances surrounding the incident. It is well established that the duty to furnish requested information cannot be defined in terms of a per se rule. What is required is a reasonable good-faith effort to respond to the request as promptly as circumstances allow. *PAE Aviation*, supra, slip op. at 4. Here, the information requested entailed a single letter that was prepared by Respondent, and was therefore, readily available and easy to retrieve. Moreover, Respondent stated to the UAASL and to all its employees, in no uncertain terms, that it considered the matter of continuing to use LSC funds to pay for attorneys' partial-day absences an urgent matter needing the UAASL's immediate attention. To this effect, on August 11, SLPR informed employees it had only until September 1 to meet the partial-day absence special grant condition, that the UAASL had not proposed an alternative that would meet the conditions imposed, and that therefore, starting on August 15, it would stop paying for partial-day absences. Thus, SLPR had in its possession the information requested, and instead of providing it, it sent a memo to all employees blaming the UAASL for not acting with urgency. Respondent never gave the UAASL any reason for its 10–week delay to provide the information, nor was a reason provided for at the hearing, or in Respondent's post–hearing brief.

Respondent's argument that a 10–week delay is not unreasonable fails. The Board has previously found that delays as short as, or shorter than, 10 weeks are unlawful if surrounding circumstances render the delay unreasonable. See *Hospital Auxilio Mutuo*, 374 NLRB No. 6, slip op. at 8–9 (2024) (4-week delay unlawful when the information requested was time–sensitive and not burdensome to provide), *Capitol Steel & Iron Co.*, 317 NLRB 809, 813 (1995) (2-week

[41] I also find that the information request was not ambiguous, as Respondent contends, as plainly shown by the fact that Respondent provided the March 16 letter to the UAASL without first having to ask to clarify anything about the request.

delay unlawful when the information requested—the names of 17 employees who had received raises and the amounts of such raises—was simple and close at hand), enfd. 89 F.3d 692 (10th Cir. 1996); *Postal Service*, 308 NLRB 547, 551 (1992) (4-week delay unlawful when the information requested had "not been shown to be complex or difficult to retrieve" and consisted only of "a few documents"); *Aeolian Corp.*, 247 NLRB 1231, 1244 (1980) (delay of "more than 1 month" unlawful when the Respondent had admitted that the requested information was available "on 2 or 3 days' notice"). Moreover, as explained above, any evaluation of the reasonableness of the delay here must consider the context of the time sensitive and nonburdensome nature of the Union's request. Those characteristics render the Respondent's 10–week delay unreasonable. Based on the totality of circumstances, I find that Respondent violated the Act as alleged.

C. Respondent Unlawfully Changed Pay for Partial-Day Absences

1. Complaint allegations

Paragraph 9 of the complaint alleges, inter alia, that Respondent violated Section 8(a)(5) and (1) of the Act by, on about August 11, distributing a memorandum to all employees announcing that effective August 15, it would unilaterally cease to pay the salaries of employees in the UAASL unit for any portion of time not worked within the 7.5 hours of the regular workday, contrary to the terms of the expired CBA and past practice; by, since August 15, unilaterally ceasing to pay employees in the UAASL unit for any portion of time not worked within the 7.5 hours of the regular workday; and by, on August 30, unilaterally distributing a memorandum and a new written policy concerning said change, without prior notice to and without affording the Union an opportunity to bargain with Respondent with respect to this conduct, and without first bargaining to an overall good-faith impasse.

2. Applicable legal standard

When a collective-bargaining agreement expires, the parties have a statutory obligation to maintain existing terms and conditions of employment, typically until they reach agreement on a successor contract or arrive at an overall impasse in negotiations. *Litton Financial Printing Div. v. NLRB*, 501 U.S. 190, 206 (1991), citing *NLRB v. Katz*, 369 U.S. 736 (1962). When the parties are engaged in negotiations, an employer's obligation to refrain from unilateral changes extends beyond the mere duty to give notice and an opportunity to bargain; it encompasses a duty to refrain from implementation at all, unless and until an overall impasse has been reached on bargaining for the agreement as a whole." *Bottom Line Enterprises,* 302 NLRB 373, 374 (1991), enfd. 15 F.3d 1087 (9th Cir. 1994). Pursuant to *Katz*, it is generally held that, absent impasse or waiver, an employer's unilateral change during the course of a collective bargaining relationship of a matter that is a mandatory subject of bargaining is a per se violation of the Act" including in cases where "an existing agreement has expired and negotiations on a new one have yet to be completed." *Honeywell International Inc. v. NLRB*, 253 F.3d 125, 127 (D.C. Cir. 2001); *Litton* at 198. The Board has recognized two limited exceptions to this general rule—where the union engages in tactics designed to delay bargaining and "when economic exigencies compel prompt action." *Bottom Line* at 374.

The Board has consistently emphasized, however, that exigent circumstances create, at most, a very narrow exception to the general statutory bargaining obligation. Thus, "absent a dire financial emergency, economic events such as loss of significant accounts or contracts, operation at a competitive disadvantage, or supply shortages do not justify unilateral action." In the latter instance, the Board places a "heavy burden" on the employer and is limited to "extraordinary events which are an unforeseen occurrence, having a major economic effect requiring the company to take immediate action" *Kankakee County Training Center for the Disabled, Inc.,* 366 NLRB No. 181, slip op. at 3 (2018) (quoting *RBE Electronics of S.D.,* 320 NLRB 80, 81 (1995) (internal quotations omitted).

The Board has also recognized that in certain circumstances an employer may defend a unilateral action by showing that the union waived its right to bargain over the unilateral change in dispute. Accordingly, an employer must demonstrate that the union clearly and unmistakably waived its right to bargain over a specific subject in the contract between the parties. In evaluating whether there has been a clear and unmistakable waiver by contract, the Board looks to the precise wording of the relevant contract provision. *Endurance Environmental Solutions*, 373 NLRB No. 141, slip op. at 18 (2024). "A waiver of bargaining rights can also be demonstrated by bargaining history if the evidence shows that the specific issue was "fully discussed and consciously explored" during negotiations and that "the union consciously yielded or clearly and unmistakably waived its interest in the matter." *Auxilio Mutuo*, slip op. at 6 citing *E.I. DuPont DeNemours & Co.*, 368 NLRB No. 48, slip op. at 8 (2019).

3. Analysis

It is undisputed that on August 11, Respondent issued a memorandum to all employees informing them that, inter alia, it did not have an obligation to bargain with the UAASL about changes to how it paid attorneys for partial-day absences, and that effective August 15, it would stop paying attorneys for partial-day absences. It is also undisputed that paying for partial–day absences was both a term in the expired CBA with the UAASL and a long standing past practice. It is also undisputed that Respondent ceased paying attorneys for partial-day absences on August 15, and that it did so without bargaining about it with the UAASL. Finally, it is undisputed that on August 30, Respondent issued another memorandum to employees informing them of a new policy concerning partial-day absences and distributed said policy, which was not bargained over with the UAASL.

It is also undisputed that at the time of the above change, Respondent was engaged in bargaining for a successor CBA with the UAASL. The Respondent has not claimed that the parties were at impasse and there is no evidence in the record that indicates anything other than that the parties were not at impasse. Therefore, Respondent could not unilaterally change the terms and conditions of employment of the attorneys in the unit and had to maintain the existing terms and conditions of employment until it reached agreement on a new CBA or reached an overall impasse.

The justification asserted for this adverse unilateral action is threefold – Respondent asserts that the language in the expired CBA with the UAASL provided it with the right to act unilaterally; asserts that the special grant condition imposed by the LSC created an exigent economic circumstance; and asserts that to continue paying attorneys for partial-day absences

would violate the LSC regulations rendering the CBA provisions unenforceable under the Act. Respondent also asserts that, although it had no bargaining obligation, it nevertheless notified the UAASL and provided it with an opportunity to bargain but that the UAASL refused to bargain. (R. Br. 48–54 and 72–76.)

In arguing that the expired contract's language provides for unilateral action, Respondent contends that I should apply the Board's "contract coverage standard" as established in *MV Transportation, Inc.*, 368 NLRB No. 66 (2019), and find that Article 17 of the expired CBA has a "self–executing proviso proscribing the work–schedule flexibility." (R. Br. at 48–49.) The General Counsel asserts that I should apply the Board's "clear and unmistakable" waiver analysis as established in *Endurance Environmental*, supra, and find that the UAASL did not waive bargaining over attorneys' pay for partial-day absences in the expired CBA. The General Counsel further contends that, nevertheless, a waiver cannot be found in this case because Respondent presented the UAASL with a fait accompli when it announced and implemented the change. (GC Br. 44–52.)

I find that applying either the Board's clear and unmistakable standard or the contract coverage standard, the UAASL did not waive bargaining over attorneys' pay for partial-day absences. The Board recently applied the clear and unmistakable waiver standard where, as here, an employer raised as an affirmative defense that employees, through their union, contractually surrendered the fundamental statutory right "to bargain collectively" with respect to a mandatory subject of bargaining. *Hospital Español Auxilio Mutuo de Puerto Rico*, 374 NLRB No. 6 (2024). In *Auxilio Mutuo*, the Board first determined that it was appropriate to apply retroactively the clear and unmistakable waiver standard restored by the Board in *Endurance Environmental* instead of applying the contract coverage standard adopted in *MV Transportation* (and overruled in *Endurance Environmental*).[42] Id. slip op. at 5. The Board reasoned that the parties had negotiated their collective bargaining agreement at a time when the clear and unmistakable waiver standard applied (i.e., prior to the Board's decision in *MV Transportation*) and therefore the employer could not have detrimentally relied on the contract coverage standard, as the Board had not adopted such a standard at the time. Further, the Board noted that retroactive application of the clear and unmistakable standard would advance the Act's fundamental policy favoring the practice and procedure of collective bargaining and that there was no evidence that retroactive application of *Endurance Environmental* would place an undue burden on the employer in that case. Id. I find that retroactive application of the clear and unmistakable waiver standard is appropriate in this case, too. In doing so, I rely on the fact that the expired CBA with the UAASL was effective from 2015–2018, and therefore, the parties negotiated it at a time prior to the *MV Transportation* decision, when the clear and unmistakable waiver standard applied. Further, I have not found any evidence that the retroactive application of the clear and unmistakable standard would place an undue burden on SLPR, and I note that the Board has favored retroactive

[42] In *Endurance Environmental*, the Board left to future determination whether to apply the clear and unmistakable waiver standard retroactively in all pending cases such as this one. The Board noted that it will apply a new rule retroactively unless doing so will result in manifest injustice. *Auxilio Mutuo*, slip op. at 5, fn. 5, citing *SNE Enterprises*, 344 NLRB 673, 673 (2005). The Board "will consider the reliance of the parties on preexisting law, the effect of retroactivity on accomplishment of the purposes of the Act, and any particular injustice arising from retroactive application." Id.

application in similar instances such as in *Auxilio Mutuo* and *Endurance Environmental*. I also note that favoring collective bargaining is a fundamental policy of the Act.

The clear and unmistakable standard "requires bargaining partners to unequivocally and specifically express their mutual intention to permit unilateral employer action with respect to a particular employment term, notwithstanding the statutory duty to bargain that would otherwise apply." *Auxilio Mutuo*, slip op. at 4, citing *Endurance Environmental*, 373 NLRB slip op at 1. Here, Respondent relies on the specific language in Article 17 of the expired CBA stating that "[t]he flexibility set forth herein may not be used to violate the regular workday . . . nor to violate the Law and SLPR regulation." Respondent argues that this language provides it with the right to unilaterally eliminate the "flexibility" attorneys enjoyed (purportedly, being paid for partial–day absences) because LSC determined that Article 17's provision regarding payment for time not worked was "prohibited" and was "an unreasonable cost pursuant to LSC regulations." (R. Br. 45–47.) I disagree. I do not find that the flexibility language relied upon by Respondent entails in any way attorneys' pay nor that LSC unmistakably determined that Article 17 violated LSC's regulations.[43]

The language relied upon by Respondent does not mention how attorneys get paid at all. Notably, the immediate sentences preceding the language relied upon by Respondent state, in relevant part, that "attorneys shall enjoy a flexible schedule, as defined below," and that "attorneys shall have a regular 7.5–hour workday, which shall run between 8 am and 6 pm", and that they must "report to work by 9 am." Therefore, it is plainly obvious that the flexibility set forth in Article 17 refers to attorneys' ability to report to work anytime between 8 a.m. and 9 a.m. and end their 7.5–hour workday anytime through 6 p.m., as argued by the General Counsel and the UAASL. Respondent's argument mistakenly conflates the CBA's terms related to flexibility in work hours with attorneys' pay. Although Article 17, several sentences further along, states that an attorney "shall not have the fraction of the day not worked deducted from his or her salary," the expired CBA also references attorneys' contractual right to not have partial-day absences deducted from their pay in Article 31 (vacation leave). Article 31, states, in pertinent part, that "tardiness or departures prior to the completion of the workday" (i.e., partial-day absences) "shall not entail divided leave or salary deductions." Thus, the language relied upon by Respondent does not mention anything about Article 31, nor does it clearly and unmistakably refer to attorneys' contractual right to be paid their 7.5-hour workday without any salary deductions based on partial-day absences. I therefore find that the language in Article 17 does not clearly and unmistakably provide Respondent with the right to change the way it pays attorneys for partial-day absences.

Even under the contract–coverage standard adopted in *MV Transportation*, Respondent's arguments would fail. Article 31 of the expired contract specifically provides that attorneys are entitled to *not* have partial-day absences deducted from their salary. This specific contractual provision trumps the more general one in Article 17 stating that the "flexibility set forth herein may not be used to violate . . . the law." See *Comau, Inc.*, 364 NLRB No. 48 slip op. at 6 (2016) (even if the contract coverage analysis was applied, the management–rights clause relied on by

[43] I discuss Respondent's assertion that LSC determined that Art. 17 violated the LSC regulations below when discussing Respondent's other argument asserting that the expired CBA's provisions are unlawful and therefore unenforceable.

the employer did not privilege it to cease applying the specific language in another provision of the contract, citing *Gozlon–Peretz v. U.S.*, 498 U.S. 395, 407 (1991).) Likewise, here Article 17 does not privilege Respondent to act unilaterally regarding what ultimately amounts to reducing attorneys' pay.

I find *ExxonMobil Research & Engineering Co*., 372 NLRB No. 138 (2023), cited by Respondent, distinguishable.[44] In *ExxonMobil*, the Board noted that the CBA in question authorized the employer to revise its employee evaluation procedures after "consultation" (not "bargaining") with the union, and that for contract-coverage purposes, the record demonstrated that the employer had consulted with the union and considered its views prior to making changes to evaluation procedures. Here, the expired contract's language relied on by Respondent does not remotely indicate that the UAASL contractually agreed on unilateral changes to the way attorneys are paid.

A waiver of bargaining rights can also de demonstrated by bargaining history if the evidence shows that the specific issue was "fully discussed and consciously explored" during negotiations and that "the union consciously yielded or clearly and unmistakably waived its interest in the matter." *Auxilio Mutuo*, slip op. at 6 citing *E.I. DuPont DeNemours & Co.*, 368 NLRB No. 48, slip op. at 8 (2019). Such is not the case here. The record established that in the past, Respondent bargained with the UAASL about attorneys' work schedules. In this regard, Ayala testified, uncontroverted, that during the COVID–19 pandemic Respondent bargained with the UAASL for about 5 weeks before agreeing to allow attorneys to work remotely. No other evidence of bargaining history is in the record.[45] Therefore, the parties' bargaining history does not support Respondent's assertion that it could act unilaterally, and in fact, bargaining history in this case weighs heavily against Respondent's actions.

I also find Respondent's reliance on the "sound arguable basis" standard inapplicable. (R. Br. at 50.) The Board applies the sound arguable standard in cases involving the issue of mid–term contract modifications to decide if a unilateral action was authorized by the parties' collective–bargaining agreement. In those cases, the Board ordinarily does not find a violation where there are two equally plausible contract interpretations, an employer has a "sound arguable basis" for its interpretation of a contract, and there is no evidence of union animus or bad faith. The unilateral change to partial-day absences pay is indisputably not a mid–term contract

[44] Respondent cited to an incorrect citation, i.e., 370 NLRB 23 (2020), which was vacated and superseded by the Board in 2023. Respondent also did not submit any arguments concerning why the instant case should be decided under the now overruled contract-coverage standard. Nevertheless, I have fully discussed the application of the contract-coverage standard and find it inapplicable.

[45] Respondent argues in its posthearing brief that the General Counsel did not present any witness to contravene Ayala's testimony as to Respondent's interpretation of Art. 17. (R. Br. at 48.) Although the General Counsel did not call a witness to rebut Ayala's testimony in this respect, her testimony was rebutted nonetheless with substantial evidence in the form of letters and emails demonstrating that the UAASL vehemently disagreed with Ayala on her interpretation of Art. 17 and Ayala's position that SLPR could unilaterally stop paying attorneys for partial-day absences.

modification, and therefore the sound arguable basis standard is inapposite. See *Bath Iron Works Corp.*, 345 NLRB 499, 501–503 (2005).

Having found that the UAASL did not waive bargaining over attorneys' pay for partial-day absences, I now must consider if Respondent has shown that its unilateral conduct was justified by an economic exigency. Respondent argues that LSC's special grant condition triggered the economic exigency exception because "failure to timely–abide with LSC's grant conditions would prompt the termination of all pending award funds and trigger the recovery of all wrongly expended amounts" and the "cutting off 75% of SLPR's operations funds would irremediably cause SLPR to shut down its operations." (R. Br. at 53.) I find that SLPR failed to establish the existence of exigent circumstances justifying its unilateral action.

First, Respondent did not demonstrate that the special grant conditions necessitated such prompt action as to excuse bargaining all together. Flagg's letter, dated June 10, stated that LSC would impose special grant conditions—but it did not say when they would be effective, nor did it say that funding was being cut off. Both Ayala and Santini testified that they thought the special grant conditions would apply to 2023 grants. Instead of immediately notifying the UAASL and engaging in bargaining, SLPR waited a month, and then categorically informed the UAASL that it would "eliminate the practice of paying [attorneys] for time not worked." In her July 14, 20, and 26 letters to the UAASL, Ayala insisted that SLPR was only willing to listen and dialogue with the UAASL but would *not negotiate* about this issue. By July 20, Ayala stated that effective August 1, SLPR would change the way it had paid its attorneys since at least 2015—at a time when the record shows no such requirement from LSC. Ayala testified that she wanted to change the way SLPR paid its attorneys for partial-day absences as soon as possible not because LSC was imminently terminating its grants, but because she thought that way the grant conditions *would not materialize*. Thus, Respondent did not assert to the UAASL that the special grant condition created a dire financial emergency but instead asserted that it could legally change attorneys' pay unilaterally and that it would do so to avoid the special grant condition altogether.

Even though on August 3, LSC eventually imposed special grant conditions retroactive to January 1, nowhere in its communication does it state that LSC is cutting off its funds to SLPR or clawing back any grant money. The special grant condition required that by September 1, SLPR adopt a policy requiring that time not worked during the regular workday be charged to "an appropriate leave." Nowhere does it state that SLPR is required to start deducting pay from its attorneys or that the special grant condition preempts SLPR's obligations with its Unions. Nowhere does it state that LSC funds will be immediately terminated or suspended for lack of compliance. In fact, LSC's vice president for grants management uncontrovertibly testified that terminating funding for noncompliance of special grant conditions would not be the first adverse action LSC would take against a grantee. Notably, by August 3, the UAASL had proposed to SLPR to create a modest discretionary time off leave to be used to charge attorneys' partial-day absences. Instead of bargaining with the UAASL, SLPR doubled down, continued to refuse to bargain, informed the UAASL that its proposal did not comply with the special grant condition (admittedly never disclosing the proposal to LSC),[46] and sent a memorandum to all employees

[46] Ayala did not explain why the UAASL's proposal did not comply with the special grant condition—not to the UAASL and not at the hearing. Respondent's assertion that the proposal

informing them that as of August 15, it would not pay attorneys for partial-day absences, followed by another memorandum to all employees with a new policy regarding partial-day absences. At most, SLPR was facing a business obligation to address the special grant condition in a reasonably timely manner, and Board precedent is clear that a business necessity is not the equivalent of compelling considerations which excuse bargaining. *Hankins Lumber Co*., 316 NLRB 837, 838 (1995).

The record simply does not support Respondent's assertion that SLPR was facing the imminent termination of LSC's funds or that LSC planned on recovering any grant funds that had already been issued and/or spent by SLPR. Notably, the LSC rules provide grantees with certain assurances prior to terminating its grants, such as instituting questioned cost proceedings, where the grantee has a right to receive a notice stating the factual and legal basis for disallowing the questioned cost and provides the grantee with 30 days to respond to the notice, and/or argue that the cost is allowable and/or that the cost should not be recovered. Therefore, the LSC rules afford its grantees time to defend themselves if one of their costs is questioned. Even if a cost is disallowed for being excessive, the LSC rules provide that LSC will only disallow the amount that is larger than reasonable. In other words, even if LSC had determined that the cost of continuing to pay attorneys for partial-day absences was excessive—LSC would have only disallowed the costs related to this issue, not the entire grant, as Respondent alleges.

Further, the uncontroverted history between SLPR and LSC shows that failure to comply with special grant conditions does not result in the immediate termination of grants. In this regard, the record established that in the past SLPR operated under special grant conditions, receiving grant funds on a month–to–month basis, *for 10 years*.

Based on the foregoing, I find that Respondent failed to prove that an economic exigency existed which excused its statutory obligation to bargain over its decision to start deducting partial-day absences from its attorneys' salaries.

Regarding Respondent's assertion that paying for time not worked is an "illegal subject of bargaining" because it is barred by the LSC regulations, I note that nothing in the LSC regulations specifically bars paying attorneys for partial-day absences. The LSC rules require that attorneys account for time worked on legal services, which UAASL employees uncontrovertibly do. As the General Counsel and the UAASL explained, the concept behind paying attorneys for partial-day absences without requiring them to charge that time to vacation or sick leave is that they are classified as exempt employees under the FLSA and, as such, frequently work more than 37.5 hours in a work week without more pay. Thus, if they are absent a few minutes or hours in a day due to tardiness or any other reason, as exempt employees, they are required and expected to complete their work regardless. In this respect, Respondent argues in its posthearing brief that although attorneys are exempt employees under the FLSA, the law allows deductions to their

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was unacceptable because SLPR could not create another leave category is nonsensical. LSC's concerns with SLPR's leaves was specific to vacation and sick leave, and the special grant condition concerning leaves only required a market study analysis. Respondent could have conducted a market study analysis to evaluate how other similarly situated not-for-profits managed partial-day absences—it did not. Moreover, the UAASL's proposal did not add more leave days but proposed a fair 1–hour leave for each hour worked over the 37.5–hour work week.

salaries for time not worked. (R. Br. at 44, fn. 29.) The FLSA states that "[a]n exempt employee must receive the full salary for any week in which the employee performs any work without regard to the number of days or hours worked." 29 C.F.R. §541.602(a)(1). Although there are limited exceptions to this general rule, there is no evidence in the record supporting Respondent's assertion that an exception applied in this instance, and I find Respondent's argument to the contrary baseless. There is no evidence in the record that supports Respondent's argument that paying for partial-day absences is somehow "illegal" or that deducting partial-day absences from attorneys' pay is either required by the LSC rules or allowed by the FLSA.

Although it is true that LSC was concerned with SLPR's practice of paying attorneys for partial-day absences, the record does not support Respondent's additional assertions that LSC determined that Article 17 of the expired CBA "violates" the LSC rules, or that "Flagg unequivocably expressed that paying attorneys for not working using LSC funds was unacceptable pursuant to 45 CFR §1630." Section 1630 of the LSC regulations provides "uniform standards for allowability of costs and to provide a comprehensive, fair, timely, and flexible process for the resolution of questioned costs." Flagg's letter cites to 45 CFR §1630.5(a) and (c), for the premise that "costs may only be allocated to LSC funds if they are reasonable and necessary to carry out the LCS grant and are supported by documentation." However, Flagg's letter does not unequivocally state that paying attorneys for time not worked violates Section 1630. Flagg's letter states instead that **"[i]t is not clear** that the costs for [pay for partial–day absences] allocated to the LSC grant are either reasonable or properly allocated to the LSC grant." The subsequent amended grant award letter states that in relation to partial-day absences, SLPR must adopt a policy "requiring the proper recording of all leave hours, including any employee's time not worked during the regular workday" and that "any portion of a workday where an employee does not work that is not charged to a leave category not be charged directly or indirectly" to LSC's grant. Without more, neither one of these communications clearly states that LSC determined that Article 17 or any provision of the expired CBA, violates its regulations.

Further, as described above, the LSC regulations provide for formal proceedings in the form of a questioned-cost procedure when there is "a basis for disallowing a questioned cost," which applies, inter alia, when "there may have been a violation of a provision of a regulation" or when the "cost incurred appears unnecessary or unreasonable." The record is clear that LSC did not initiate a questioned cost proceeding in this case. Moreover, LSC regulations provide for costs to be evaluated for reasonableness considering several factors, which include requirements imposed by "arms-length bargaining" and "Federal law," which in this case would include the parties' obligations under the expired CBA and the Act's 8(a)(5) prohibition against unilateral changes. Significantly, LSC's Office of Inspector General concluded that SLPR had not committed fraud and there was no attempt to recover any grant money for the many years that SLPR had the practice of paying attorneys for partial-day absences.

Therefore, I find Respondent has failed to demonstrate that the LSC regulations mandated the specific changes at issue here, i.e., deducting partial-day absences from attorneys' pay, or that bargaining about a new policy for partial-day absences would contravene a specific LSC regulation. See *Warren Unilube, Inc.*, 358 NLRB 816, 818 (2012) (employer failed to demonstrate that it would have been unlawful for it to bargain with the union over a new safety policy it unilaterally implemented because the "general duty clause" of the Occupational Safety and Health Act (OSHA) purportedly required the employer to implement the policy—the Board

determined that the provisions in OSHA did not mandate the specific changes the employer unilaterally implemented or that bargaining about the new safety policy would be in contravention of a specific statutory mandate.) Here, the LSC regulations "do not stand in the way of bargaining over the specifics" of a new partial-day absence policy. Even assuming that paying for partial-day absences violate the LSC regulations, there were a number of issues suitable for bargaining, such as whether to charge partial-day absences to existing leaves or to a new partial-day absence leave, prior to taking the extreme action of deducting attorneys' pay.

I do not find merit in Respondent's additional argument that the Board here impermissibly interpreted the regulations of another Federal agency, namely LSC, when it issued the complaint and litigated this case. To begin with, the LSC is a private nonprofit corporation and is not a federal agency. See 42 U.S.C. § 2996(e). The General Counsel, who does represent a federal agency, did not interpret LSC's regulations—it simply charged SLPR with unfair labor practices pursuant to the Act. Where an employer unilaterally implements terms and conditions of employment without first reaching a lawful impasse, the Board has traditionally required the employer to rescind the unlawfully implemented terms and conditions of employment, to make whole employees for any losses suffered as a result of the unlawful implementation, and to bargain until impasse—such remedy does not conflict with the LSC regulations.

I find the facts in the instant matter clearly distinguishable from cases cited by Respondent. This case is unlike *Local 1367, Intl Longshoreman's Assoc.*, 148 NLRB 897, 899 (1964), cited by Respondent, where the Board held that a union's maintenance of provisions in a CBA which allocated work based on race violated the Act. Here, the Union has not maintained any provision in the expired CBA that has been found by the Board to be unlawful under the Act or Federal law—quite the opposite, it is uncontroverted that unit members' work schedules and pay are lawful mandatory subjects of bargaining. This case is also unlike *Lodge 743, IAM v. United Aircraft Corp.*, 337 F.2d 5, 8 (2nd Cir. 1964), where the court of appeals held that the employer could not attempt to preclude by private contract the right of a union or its members to file unfair labor practices, as that is contrary to Federal law and unenforceable. Here, neither party has attempted to bargain a private contract and there has been no attempt to bargain a provision that the Board found to be unlawful.

Finally, I find that Respondent's assertion that it attempted to bargain with the UAASL and that the UAASL refused to bargain is not supported by the record. As discussed fully above, Respondent repeatedly informed the UAASL that it was not required to bargain about changing how it paid attorneys for partial-day absences and that it would deduct partial-day absences from attorneys' pay starting on August 15. SLPR implemented this change on August 15, and this change has been in effect since. Thus, Respondent presented the Union with a *fait accompli.* In circumstances where it is clear that the employer has no intention of bargaining, the Board has found the implementation of the changes to be nothing more than fait accompli. *Ciba–Geigy Pharmaceuticals*, 264 NLRB 1013, 1017 (1982).

In sum, at no time did SLPR allege in its many communications with the UAASL or in its communications to employees that the special grant conditions had a major economic impact on SLPR requiring them to take immediate action. Instead, SLPR always maintained that it did not have a bargaining obligation based on its self-serving interpretation of Flagg's letter and the expired CBA. Significantly, it is undisputed that at the time SLPR was also bargaining with the

UAASL for a new contract and sought to change Article 17. Thus, by its unilateral action, SLPR shamelessly achieved what it had not been able to do at the bargaining table.

Based on the foregoing, I find that Respondent violated Sections 8(a)(5) and (1) of the Act as alleged in the complaint.

D. Respondent Unlawfully Changed Employees' Sick and Vacation Leaves

1. Complaint allegations

Paragraphs 10 and 11 of the complaint allege, inter alia, that Respondent violated Section 8(a)(5) and (1) of the Act by, on about October 31, distributing a memorandum to all employees announcing that effective November 1, it would unilaterally reduce the vacation and sick leave benefits of all unionized employees; and since November 1, unilaterally reducing said benefits as announced. Regarding the UAASL, it is alleged that Respondent failed to bargain to an overall good-faith impasse before it unilaterally reduced these benefits. Regarding the UITSL, it is alleged that Respondent failed and refused to continue the terms and conditions in effect in its CBA with the UITSL.

2. Applicable Legal Standard

As discussed fully above in Section C(2), when parties are engaged in negotiations, an employer's obligation to refrain from unilateral changes extends beyond the mere duty to give notice and an opportunity to bargain; it encompasses a duty to refrain from implementation at all, unless and until an overall impasse has been reached on bargaining for the agreement as a whole. The Board has recognized two limited exceptions to this general rule—where the union engages in tactics designed to delay bargaining and "when economic exigencies compel prompt action." *Bottom Line Enterprises,* supra.

For purposes of Section 8(a)(5), there is a fundamental difference between an unlawful unilateral change and an unlawful mid-term contract modification. *Bath Iron Works Corp.*, 345 NLRB 499, 501 (2005), affd. sub nom. *Bath Marine Draftsmen's Assn. v. NLRB*, 475 F.3d 14 (1st Cir. 2007). Section 8(a)(5) and (1) and Section 8(d) of the Act prohibit an employer from modifying terms and conditions of employment established by a collective–bargaining agreement during the agreement's term without the union's consent. See, e.g., *Knollwood Country Club*, 365 NLRB No. 22, slip op. at 2 (2017); *Oak Cliff–Golman Baking Co.*, 207 NLRB 1063, 1063–1064 (1973), enfd. mem. 505 F.2d 1302 (5th Cir. 1974), cert. denied 423 U.S. 826 (1975). Thus, a party seeking to modify the terms of an existing contract must obtain the other party's consent, and either party may refuse to negotiate over midterm changes to any terms and conditions contained in a contract. *Endurance Environmental*, supra, slip op. at 9. This bargaining obligation is not excused even if the purported reason for the midterm change is economic necessity. *Hysota Fuel Co.*, 280 NLRB 763, 763 fn. 4 (1986). A claim of economic necessity, even if proven, does not constitute an adequate defense to an allegation that an employer has unlawfully failed to abide by provisions of a collective-bargaining agreement. *Zimmerman Painting and Decorating*, 302 NLRB 856, 857 (1991). When an employer defends against a midterm contract modification allegation by arguing that the contract did not prohibit the challenged action, the Board will not ordinarily find a violation if the employer's contractual interpretation has a "sound arguable

basis." *Bath Iron Works*, Id. at 501–502 (2005). See accord *Pacific Maritime Assoc*., 367 NLRB No. 121 (2019).

4. Analysis

It is undisputed that under the expired CBA with the UAASL, attorneys accrued 30 days of vacation per year, and could carryover up to 60 days of vacation leave, and accrued 18 days of sick leave a year, and could carryover up to 90 days of sick leave. It is also undisputed that under the CBA with the UITSL effective by its terms from March 24, 2022, through March 31, 2026, employees accrued 30 days of vacation per year, and could carryover up to 40 days of vacation leave, and accrued 15 days of sick leave a year, and could carryover up to 36 days of sick leave. It is equally undisputed that: (1) Respondent changed the above vacation and sick leave benefits to 18 annual vacation days with a 28-day carryover maximum and to 15 annual sick leave days with a 15-day carryover maximum; (2) in October, SLPR sent a new vacation and sick leave policy reflecting the new benefits to the LSC and SLPR's Board of Directors for approval—a policy the Unions did not bargain over or consent to; (3) on October 31, SLPR distributed a memorandum to unionized employees informing them that the new benefits and related policy would be effective November 1; and (4) since November 1, these changed benefits have been in effect.

Respondent argues that it was "required" by the LSC special grant conditions to change its vacation and sick leave benefits, that the new vacation and sick leave policy complies with LSC's "reasonable standard established in LSC regulations" and that the policy aligned these benefits "with the market study results." Respondent asserts that it met with the Unions "to provide them with all relevant information" and "proposed the payment of the excess leave accrued to the members of both Unions," and argues that the Unions rejected its proposal, failed to make any counterproposals, and that "there was an impasse between the parties." Respondent finally asserts that its unilateral action was justified because "this was the only alternative for SLPR facing the imminent threat of the elimination of LSC funds. The economic exigency doctrine clearly supported SLPR's action." As with the unilateral change to attorneys' pay, Respondent also asserts that the provisions in the CBAs related to vacation and sick leave were "unenforceable under the Act" because they were barred by the LSC regulations. (R. Br. at 54–60, 74–76.)

To be clear, Respondent does not allege that it had a sound arguable basis to change the contractual benefits of its employees under the CBA with the UITSL nor that the clear and unmistakable standard and/or contract coverage standard privileged Respondent to unilaterally change benefits provided for in the expired CBA with the UAASL. Even if Respondent would have raised these defenses, they are, clearly, inapplicable. Respondent signed its CBA with the UITSL only a few months prior to unilaterally changing employees' vacation and sick leave benefits, and nothing in the record establishes this CBA included any provision that could be remotely interpreted to allow a modification of the contract. Likewise, nothing in the record establishes that the expired CBA with the UAASL included any language that could remotely allow Respondent, under either the clear and unmistakable standard and/or contract coverage standard, to change the vacation and sick leave benefits.

Vacation and sick leave benefits are indisputably mandatory subjects of bargaining. Changing these benefits without bargaining with the Unions is a per se violation of Section 8(a)(5) of the Act. Respondent's only justification—basically that "LSC made me do it" is not a legally defensible action.

Respondent had an obligation to maintain the vacation and sick leave benefits of its employees in the UAASL unit until it reached an agreement on a successor CBA or reached an overall good-faith impasse. As discussed above, the record does not have any evidence that the parties were at impasse (and Respondent has never argued they were) and Respondent failed to establish it had an economic exigency. LSC's special grant condition with respect to vacation and sick leave stated that SLPR was required to, inter alia, conduct a market analysis of "similarly situated employers"; make a determination of whether it would revise these benefits after receiving the results of the market analysis, and draft a revised policy "if appropriate"; and, *if SLPR decided to revise its policies*, it would have to submit evidence to LSC of its revised policy. Thus, the uncontroverted evidence shows that LSC did NOT require SLPR to change its vacation and sick leave benefits. LSC's instructions were clear—SLPR was responsible for reviewing the results of a market analysis and determining if a change in benefits was appropriate.[47] For the same reasons and rationale as discussed above concerning partial-day absences, I find the record evidence failed to show that SLPR had an economic exigency. The record does not support Respondent's claim that it was facing an imminent suspension of all its funding, and in fact, shows that a suspension of funds was not forthcoming at the time that SLPR unilaterally changed employees' benefits.

Under these circumstances, the Act does not allow a unilateral change, and any assertion that the LSC regulations required these changes fails too. As noted above, the LSC regulations specifically recognize that its recipients must be compliant, not only with LSC's rules, but also with requirements imposed by, as here, arms–length bargaining and Federal laws, which in this case, is the Act. Nothing in the LSC regulations dictates the appropriate terms and conditions of employment of grantees' employees.

Respondent also had an obligation to continue to give effect to its CBA with the UITSL including the vacation and sick benefits provided for in the agreement. Nothing in the record justifies Respondent changing the terms of conditions of this recently agreed upon CBA. The UITSL did not have any obligation to consent to the modification of these benefits or even to discuss it. See *Smurfit-Stone Container Enterprises*, 357 NLRB 1732, 1733 (2011) (absent a reopener provision covering a midterm modification proposal, the party presented with a midterm modification proposal is under no obligation to consent to the modification or even discuss it). Nevertheless, Respondent did not even attempt to get the UITSL's consent prior to unilaterally

[47] Notably, Respondent's evidence that it conducted a market analysis and changed the benefits based on its results does not show, as alleged, that SLPR's benefits were unreasonable. For starters, the so-called market study only included data for 9 organizations which were markedly different from SLPR in number of employees, annual grant funds received, and services provided. None of the participating organizations provided legal services and most of the participating organizations received substantially less grant money than SLPR. Thus, the market study was not comprised of similarly situated employers, as LSC required. Further, Respondent's explanation of how it analyzed the market study results was woefully inadequate.

changing these benefits. Moreover, although Respondent failed to prove it had an economic exigency, the Board has not recognized the economic exigency defense to justify a midterm modification. See, *Hysota Fuel*, supra and *Zimmerman*, supra. Here, absent obtaining the UITSL's consent, Respondent's obligation was to continue giving effect to the terms of the CBA with the UITSL through its expiration date and thereafter pursue changes to these terms at the bargaining table.

Furthermore, the decision to unilaterally change vacation and sick leave benefits is not one of those management actions where the Board has recognized that an employer is only required to negotiate the effects of its decision. See, e.g., *First National Maintenance Corp. v. NLRB*, 452 U.S. 666, 681 (1981) (although a partial plant closing decision is *not* a mandatory subject of decision bargaining, the employer must bargain over the effects of the decision in a meaningful manner and at a meaningful time). Thus, Respondent's insistence that the Unions bargain about the "effects" of its unilateral change to benefits is misplaced. Neither Union had an obligation to engage in "effects" bargaining.

Finally, for the same reasons as fully discussed above concerning partial-day absences, I find that Respondent did not attempt to bargain with the Unions about changes to vacation and sick leave benefits, and that it merely presented the Unions with a fait accompli. See *Hospital Santa Rosa*, 365 NLRB 91, 102 (2017) (the employer's announcement to the union that the employer would not be paying a Christmas bonus was tantamount to a fait accompli and was inconsistent with the duty to bargain); *Vigor Industrial, LLC*, 363 NLRB No. 70, slip op. at 6 (2015) (when an employer notified its employees of a unilateral change before it gave notice to the union and when there was no time for meaningful bargaining to take place, the notice is nothing more than an announcement of a fait accompli, and the union cannot be held to have waived its right to bargain). Since Respondent presented the Unions here with a fait accompli, the Unions cannot be said to have waived their right to bargain, much less, to assert that the parties were at an impasse that allowed Respondent to change employees' benefits.

Based on the foregoing, I find that Respondent violated Sections 8(a)(5) and (1) of the Act as alleged in the complaint.

E. Respondent Unlawfully Blamed the Unions for its Unilateral Changes

1. Complaint allegations

Paragraphs 9 and 10 of the complaint allege, inter alia, that Respondent violated Section 8(a)(1) of the Act, by blaming the Unions in three separate memorandums distributed to employees for its decision to cease paying attorneys for partial-day absences and decision to reduce the vacation and sick leave benefits of the employees represented by the Unions.

2. Applicable Legal Standard

Section 8(a)(1) makes it an unfair labor practice for employers to "interfere with, restrain, or coerce employees in the exercise of the rights guaranteed" by the Act. Under Section 8(c) "[t]he expressing of any views, argument, or opinion . . . shall not constitute or be evidence of an unfair labor practice . . . if such expression contains no threat of reprisal or force or promise of

benefit." In *Gissel Packing Co.*, 395 U.S. 575, 620 (1918), the Supreme Court distinguished the statements of opinion protected under Section 8(c) from "coercive speech" and "conscious overstatements" that an employer "has reason to believe will mislead his employees." An employer may criticize, disparage, or denigrate a union without running afoul of Section 8(a)(1), provided that its expression of opinion does not threaten employees or otherwise interfere with the Section 7 rights of employees. *Arbah Hotel Corp.*, 371 NLRB No. 126, slip op at 3, (2022), citing *Tesla, Inc.*, 370 NLRB No. 101, slip op. at 7 (2021) (quoting *Children's Center for Behavioral Development*, 347 NLRB 35, 35 (2006)). See also *Sears, Roebuck & Co*., 305 NLRB 193, 193 (1991) (words of disparagement alone concerning a union or its officials are insufficient for finding a violation of Section 8(a)(1)).

3. Analysis

The General Counsel alleges that the communications in three separate memorandums SLPR distributed to employees falsely blamed the Unions for LSC's investigation and the imposition of special grant conditions, misrepresented the facts, mischaracterized the Unions' responses to SLPR's communications, and directly blamed the Unions for the changes to employees' terms and conditions of employment, and that in doing so, it unlawfully attempted to undermine the Unions. (GC Br. 64–70, UITSL Br. 24–26.) Respondent argues that these communications were based on "facts" and/or "opinions," none of the statements made were coercive, and, in any case, all statements were protected speech under the First Amendment and permissible pursuant to Section 8(c) of the Act. (R. Br. 62–65.)

I find that Respondent's communications, described below, were not factual nor were they opinions protected by Section 8(c), but rather were misstatements of fact, misrepresentations of the Unions' positions, and that indeed SLPR directly blamed the Unions for LSC's imposition of special grant conditions and for the unilateral changes it made to employees' terms and conditions of employment. Accordingly, I find that Respondent violated Section 8(a)(1) as alleged.

In its August 11 memorandum, Respondent clearly misrepresented how LSC came to investigate SLPR, stating "we received a communication from [LSC]—which we are attaching—as a result of some letters sent by the union presidents of [SLPR]. Respondent clearly and deliberately concealed the fact that LSC also received a letter from SLPR, which was sent to LSC in response to the Unions' letter, and which raised for the first time concerns with employees' vacation and sick leave benefits. It was SLPR's letter to LSC, not the Unions' letter, that prompted LSC's investigation into employees' benefits.[48]

SLPR blatantly blamed the Unions for the change to attorneys' pay by stating in the same August 11 memorandum that ". . . as of the date of this communication, we have not received an answer from the [UAASL] nor any other suggestion in order to address the condition. Therefore, as on Monday, August 15, 2022, the SLPR will not be paying for time for worked within the

[48] Notably, Flagg's letter states unequivocably that it investigated SLPR "based on information contained in both communications," (i.e., the Unions' letter and SLPR's letter to LSC) but only SLPR's letter asserted that the expired CBAs with the Unions had "clauses. . . that in these times constitute an obstacle to the Program to move forward" and "troublesome . . . clauses" concerning sick leave and vacation leave.

7.50–hour workday." Here, SLPR not only directly blamed the UAASL for the changes to partial-day absences pay but it also mischaracterized the facts because SLPR always maintained that it had no bargaining obligation regarding this change, and thus, was never going to consider any proposal by the UAASL. Further, SLPR misleadingly failed to inform employees that it outright rejected UAASL's proposed new discretional leave, never presenting it to the LSC as an option.

In its August 31 memorandum, Respondent again misrepresented the facts and blamed the Unions for the special grant conditions as it announced the new policy on partial-day absences stating "[LSC] imposed some conditions on the grant funding approved for this year 2022. This, as a result of an investigation done by LSC, as a result of a letter sent by the presidents of the Unions. Therefore, in compliance with one of the conditions. . . I am sending you the policy on [partial-day absences]." Respondent repeated the same misrepresentations previously communicated and again blamed the Unions in its October 31 memorandum, stating, "[y]ou will recall that the conditions were imposed as a result of an investigation carried out by the LSC after receiving a communication from the president of the [UAASL] and the [UITSL]. . ."the UAASL has not been willing to negotiate the effects of the policy on [vacation and sick leave] . . . "like the UAASL, UITSL has not been willing to negotiate the effects that the policy . . . may have on UITSL member workers. . . in view of the above, it is reported that as of November 1, the policy on [vacation and sick leave] comes into effect for all employees." Thus, SLPR blatantly misrepresented the fact that SLPR always maintained that it did not have to bargain with the Unions about any of the changes to employees' vacation and sick leave benefits nor that the Unions maintained that they did not have a legal obligation to bargain the effects of the policy.

The Board has found misrepresentations as the ones found here, including statements to employees that directly blame unions for changes in employees' terms and conditions of employment, violate Section 8(a)(1) of the Act because they tend to interfere with their exercise of Section 7 rights. See *Miller Waste Mills, Inc.*, 334 NLRB 466, 467 (2001), enfd. 315 F.3d 951 (8th Cir. 2003), cert. denied 540 U.S. 811 (2003). In *Miller Waste Mills*, the Board upheld finding a violation where the employer sent employees a letter that "blamed the [u]nion for preventing the employees from receiving their customary annual wage increase." 334 NLRB at 467. The Board ruled that the letter violated Section 8(a)(1) because it caused the employees to lose faith in their union representatives and this interfered with their ability to bargain collectively. Id. at 467. See also *Ingredion, Inc.*, 366 NLRB No. 74, slip op. at 1, fn. 1 (2018), enfd. 930 F.3d 509 (D.C. Cir. 2019) (employer "denigrated the [u]nion to employees in violation of Section 8(a)(1) by falsely stating to employees, in spite of the parties' respective positions at the bargaining table, that the employer was willing to and would offer employees a more generous contract, especially as to retirement benefits, but that the [u]nion was unwilling to negotiate." See also *Faro Screen Process*, 362 NLRB 718 (2015). In *Faro Screen*, the employer sent a letter to its employees blaming the union for rescinding a wage increase. Both the wage increase and its rescission were found to be unilateral changes in violation of 8(a)(5). The Board held that the letter misrepresented the union's position about the wage increase and its rescission, and found it constituted interference, restraint, and coercion that unlawfully tended to undermine the union in violation of Section 8(a)(1). Id. at 718–719. In reversing the ALJ's finding that the letter did not violate the Act, the Board noted that the employer letter did not involve the "kind of vitriol" that has prompted the Board to find violations in the cases cited by the ALJ, "but those cases involved a different type of misconduct where employer statements or communications repeatedly denigrated the union or contained vituperative speech. The [employer] letter here not only

attempted to justify its own unlawful actions, it mischaracterized the union's position in a manner that was essentially opposite of what the union actually contended." Id. at 719, fn. 5.

The record evidence here shows that, at the time of the communications at issue, SLPR had been negotiating a successor CBA with the UAASL for 4 years, that SLPR believed that clauses in the expired CBA, including specifically those involving leaves, were "an obstacle" and "troublesome," and that management had a mandate to negotiate "more favorable terms." Concerning the UITSL, just a few months prior to these communications, Respondent had agreed to a new CBA which included vacation and sick leave benefits, and, where, in the give and take of bargaining, the UITSL had agreed to provisions allowing partial-day absences to be charged to vacation and/or sick leave instead of being paid. Moreover, as discussed above, SLPR's changes to attorneys pay for partial-day absences and changes to all employees' vacation and sick leave benefits were unlawful unilateral changes that violated Section 8(a)(5) of the Act. Thus, considering all of these circumstances, I find that by blaming the Unions for its decision to cease paying attorneys for partial-day absences and to reduce employees' vacation and sick leave benefits, SLPR misled its employees in a way that would tend to undermine employee support to their Unions in violation of Section 8(a)(1).

CONCLUSIONS OF LAW

1. Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

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

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

4. The following employees constitute a unit appropriate for the purposes of collective-bargaining within the meaning of Section 9(b) of the Act

   a. The UAASL unit: All attorneys employed by the Employer at its facilities in Puerto Rico; excluding all other employees, guards, and supervisors as defined in the Act.

   b. The UITSL unit: All clerical, administrative and maintenance employees including secretaries to PPC attorneys, secretaries in the training area, secretaries in the administration area, and secretaries in the Finance Division; paralegals and professional non–attorney employees including social workers, special education specialists, payroll and licensing specialists, SEC interviewers, legal secretaries, office services assistants, messenger concierges, facilities, materials and messenger workers employed by the Employer at its facilities in Puerto Rico; excluding all other employees, and guards and supervisors as defined in the Act.

5. Respondent violated Section 8(a)(5) and (1) of the Act by its unreasonable 10–week delay in providing the information requested by the UAASL on July 31, 2022.

6. Respondent violated Section 8(a)(5) and (1) of the Act by, on August 11, 2022, informing its employees that effective August 15, 2022, contrary to the terms of its expired CBA with the UAASL and contrary to past practice, it would cease paying attorneys for partial-day absences, without giving the UAASL an opportunity to bargain and at a time when no good-faith overall impasse in bargaining for a successor collective-bargaining agreement with the UAASL had occurred.

7. Respondent violated Section 8(a)(5) and (1) of the Act by, on August 15, 2022, unilaterally ceasing to pay attorneys for partial-day absences, without giving the UAASL an opportunity to bargain and at a time when no good-faith overall impasse in bargaining for a successor collective-bargaining agreement with the UAASL had occurred.

8. Respondent violated Section 8(a)(5) and (1) of the Act by, on August 30, 2022, distributing a memorandum and a new written policy concerning attorneys' pay for partial-day absences, without giving the UAASL an opportunity to bargain and at a time when no good–faith overall impasse in bargaining for a successor collective-bargaining agreement with the UAASL had occurred.

9. Respondent violated Section 8(a)(5) and (1) of the Act by, on October 31, 2022, informing its employees that effective on November 1, 2022, it would reduce their vacation and sick leave benefits, contrary to the terms of its expired CBA with the UAASL, without giving the UAASL an opportunity to bargain and at a time when no good-faith overall impasse in bargaining for a successor collective-bargaining agreement with the UAASL had occurred; and contrary to the terms of its CBA with the UITSL.

10. Respondent violated Section 8(a)(5) and (1) of the Act by, on November 1, 2022, unilaterally reducing the vacation and sick leave benefits of employees in the UAASL unit, contrary to the terms of its expired CBA with the UAASL, without giving the UAASL an opportunity to bargain and at a time when no good–faith overall impasse in bargaining for a successor collective-bargaining agreement with the UAASL had occurred.

11. Respondent violated Section 8(a)(5) and (1) of the Act by, on November 1, 2022, unilaterally reducing the vacation and sick leave benefits of employees in the UITSL unit, contrary to the terms of its CBA with the UITSL, without UITSL's consent.

12. Respondent violated Section 8(a)(1) of the Act by its statements in memorandums to employees dated August 11 and 30, 2022, and October 31, 2022, where it misrepresented the Unions' positions and blamed the Unions for its decision to cease paying for partial-day absences and reduce employees' vacation and sick leave benefits.

13. The unfair labor practices committed by the Respondent affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that Respondent has engaged in certain unfair labor practices, I shall order it to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act.

The Respondent, having unlawfully changed the terms and conditions of employment, shall rescind the changes that were unilaterally implemented on August 15, 2022, and November 1, 2022, and rescind the policy implemented on August 30, 2022, and make all affected employees whole for any loss of earnings and other benefits suffered as a result of the unilateral changes.

The make-whole remedy shall be computed in accordance with *Ogle Protective Service,* 183 682 (1970), enf'd. 444 F.2d 502 (6th Cir. 1971), with interest at the rate prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center,* 356 NLRB 6 (2010). Consistent with *Thryv, Inc.*, 372 NLRB No. 22, slip op. at 14 (2022), Respondent shall also compensate employees for any other direct or foreseeable pecuniary harms incurred as a result of the unlawful unilateral changes, including reasonable search-for-work and interim employment expenses, if any, regardless of whether these expenses exceed interim earnings. Compensation for those harms shall be calculated separately from taxable net backpay, with interest at the rate prescribed in *New Horizons*, supra, compounded daily as prescribed in *Kentucky River Medical Center*, supra.

In addition, the Respondent shall compensate employees for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and file with the Regional Director for Region 12, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay award to the appropriate calendar years, in accordance with *AdvoServ of New Jersey, Inc.,* 363 NLRB 1324 (2016). In accordance with *Cascades Containerboard Packaging-Niagara*, 370 NLRB No. 76 (2021), as modified in 371 NLRB No. 25 (2021), the Respondent shall also be required to file with the Regional Director for Region 12 a copy of each backpay recipient's corresponding W–2 form reflecting the backpay award.

The Respondent shall post an appropriate informational notice, as described in the attached Appendix A, in English and Spanish. This notice, on a form provided by the Regional Director for Region 12, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, the Respondent shall distribute the notice electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by Respondent to ensure that the notice is not altered, defaced, or covered by any other material. If the Respondent has gone out of business or closed its facility, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at the facility at any time since July 31, 2022.

On these findings of fact and conclusions of law, and on the entire record, I issue the following recommended[49]

ORDER

Respondent, Servicios Legales de Puerto Rico, Inc., its officers, agents, successors, and assigns, shall:

1. Cease and desist from

a. Refusing to bargain collectively with the UAASL by unreasonably delaying in furnishing it with requested information that is relevant and necessary to the UAASL's performance of its functions as the collective-bargaining representative of Respondent's unit employees.

b. Informing employees of changes to terms and conditions of employment that are contrary to the terms of the expired collective-bargaining agreement with the UAASL and past practice, at a time when no impasse in bargaining with the UAASL had occurred, or that are contrary to the terms of the collective-bargaining agreement with the UITSL.

c. Unilaterally changing the terms and conditions of employment of employees in the UAASL unit when no impasse in bargaining with the UAASL has occurred.

d. Unilaterally changing the terms and conditions of employment in the CBA with the UITSL.

e. Misrepresenting the UAASL's and the UITSL's positions in bargaining and blaming the Unions for changes unilaterally made to employees' terms and conditions of employment.

f. In any like or related manner, interfering with, restraining, or coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act.

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

(a) Before implementing any changes in wages, hours, or other terms and conditions of employment of employees, notify and, on request, bargain with the Unions as the exclusive collective-bargaining representative of employees in the following bargaining units:

a. The UAASL unit: All attorneys employed by the Employer at its facilities in Puerto Rico; excluding all other employees, guards, and supervisors as defined in the Act.

[49] 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. 102.46 of the Rules be adopted by the Board and all objections to them shall be deemed waived for all purposes.

b. The UITSL unit: All clerical, administrative and maintenance employees including secretaries to PPC attorneys, secretaries in the training area, secretaries in the administration area, and secretaries in the Finance Division; paralegals and professional non–attorney employees including social workers, special education specialists, payroll and licensing specialists, SEC interviewers, legal secretaries, office services assistants, messenger concierges, facilities, materials and messenger workers employed by the Employer at its facilities in Puerto Rico; excluding all other employees, and guards and supervisors as defined in the Act.

(b) Rescind the changes to partial-day absences pay that were unilaterally implemented on August 15, 2022, and restore the practice of paying attorneys for partial-day absences until such time as Respondent and the UAASL reach a collective-bargaining agreement or a lawful impasse based on good-faith negotiations.

(c) Rescind the changes to the vacation and sick leave benefits of employees in the UAASL unit that were unilaterally implemented on November 1, 2022, and restore the vacation and sick leave benefits to those that existed prior to November 1, 2022, until such time as Respondent and the UAASL reach a collective-bargaining agreement or a lawful impasse based on good–faith negotiations.

(d) Rescind the changes to the vacation and sick leave benefits of employees in the UITSL unit that were unilaterally implemented on November 1, 2022, and restore the vacation and sick leave benefits to those provided for in the collective-bargaining agreement with the UITSL.

(e) Make all affected employees whole, with interest, for any loss of earnings and other benefits suffered, and for any other direct of foreseeable pecuniary harms, as a result of Respondent's unlawful unilateral changes in the manner set forth in the remedy section of this decision.

(f) Compensate all affected employees for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and file with the Regional Director for Region 12 within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay award to the appropriate calendar year.

(g) Within 14 days after service by the Region, post at all of its facilities in Puerto Rico copies of the attached notice marked "Appendix A" in English and Spanish.[50] Copies of the

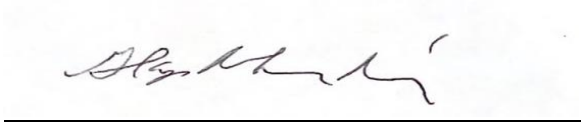
[50] If the facility involved in these proceedings is open and staffed by a substantial complement of employees, the notices must be posted within 14 days after service by the Region. If the facility involved in these proceedings is closed or not staffed by a substantial complement of employees due to the Coronavirus Disease 2019 (COVID–19) pandemic, the notices must be posted within 14 days after the facility reopens and a substantial complement of employees have returned to work. If, while closed or not staffed by a substantial complement due to the pandemic,

notices, on forms provided by the Regional Director for Region 12, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including in employee breakrooms, on the bulletin board, and all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In addition to the physical posting of paper notices, the notices shall be distributed electronically, such as by email, posting on an intranet or internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. If Respondent has gone out of business or closed any of its facilities in Puerto Rico, Respondent shall duplicate and mail a copy of the notices to all current employees and former employees employed by Respondent at any time since July 31, 2022.

(h) Within 21 days after service by the Region, file with the Regional Director for Region 12 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

IT IS FURTHER ORDERED that the complaint is dismissed insofar as it alleges violations of the Act not specifically found.

Dated, Washington, D.C., February 9, 2026



G. Rebekah Ramirez
Administrative Law Judge

the Respondent is communicating with its employees by electronic means, the notice must also be posted by such electronic means within 14 days after service by the Region. If the notice to be physically posted was posted electronically more than 60 days before physical posting of the notice, the notice shall state at the bottom that "This notice is the same notice previously [sent or posted] electronically on [date]." If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX A

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 or refuse to bargain in good faith with Unión de Abogados y Abogadas de Servicios Legales (UAASL), the exclusive collective-bargaining representative of our employees in the following appropriate unit:

All attorneys employed by the Employer at its facilities in Puerto Rico; excluding all other employees, guards, and supervisors as defined in the Act.

WE WILL NOT fail or refuse to bargain in good faith with Unión Independiente de Trabajadores de Servicios Legales (UITSL), the exclusive collective-bargaining representative of our employees in the following appropriate unit:

All clerical, administrative and maintenance employees including secretaries to PPC attorneys, secretaries in the training area, secretaries in the administration area, and secretaries in the Finance Division; paralegals and professional non–attorney employees including social workers, special education specialists, payroll and licensing specialists, SEC interviewers, legal secretaries, office services assistants, messenger concierges, facilities, materials and messenger workers employed by the Employer at its facilities in Puerto Rico; excluding all other employees, and guards and supervisors as defined in the Act.

WE WILL NOT fail or refuse to bargain in good faith with the UAASL by unreasonably delaying in furnishing the UAASL with information it requested that is relevant and necessary to the UAASL's performance of its functions as the collective-bargaining representative of employees in the UAASL unit.

WE WILL NOT inform employees of changes to terms and conditions of employment that are contrary to the terms of the expired collective-bargaining agreement with the UAASL and past practice, at a time when no impasse in bargaining with the UAASL has occurred, and **WE WILL**

NOT inform employees of changes to terms and conditions of employment that are contrary to the terms of the collective-bargaining agreement with the UITSL.

WE WILL NOT unilaterally change the terms and conditions of employment of employees in the UAASL unit at a time when no impasse in bargaining with the UAASL has occurred.

WE WILL NOT unilaterally change the terms and conditions of employment in the collective-bargaining agreement with the UITSL without the UITSL's consent.

WE WILL NOT misrepresent positions taken by the UAASL and the UITSL and/or blame the Unions for changes we unilaterally made to unit employees' terms and conditions of employment.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of your rights guaranteed you under Section 7 of the National Labor Relations Act.

WE WILL, within 14 days of the date of this Order, rescind the policy regarding partial–day absences that was unilaterally implemented on August 15, 2022, and **WE WILL** restore the policy and practice of paying attorneys for partial-day absences, until such time as we reach a collective-bargaining agreement with the UAASL or reach a lawful impasse based on good–faith negotiations.

WE WILL, within 14 days of the date of this Order, rescind the changes to the vacation and sick leave benefits of employees in the UAASL unit that was unilaterally implemented on November 1, 2022, and **WE WILL** restore the vacation and sick leave benefits to what they were prior to November 1, 2022, until such time as we reach a collective-bargaining agreement with the UAASL or reach a lawful impasse based on good-faith negotiations.

WE WILL, within 14 days of the date of this Order, rescind the changes to the vacation and sick leave benefits of employees in the UITSL unit that were unilaterally implemented on November 1, 2022, and **WE WILL** honor the terms of our collective–bargaining agreement with the UITSL.

WE WILL, make whole, with interest, our employees in the UAASL unit for any loss of earnings and other benefits, and for any other direct or foreseeable pecuniary harms, suffered as a result of the unilateral changes we made to how we pay for partial-day absences.

WE WILL, make whole, with interest, our employees in the UAASL unit and the UITSL unit for any loss of earnings and other benefits, and for any other direct or foreseeable pecuniary harms, suffered as a result of the unilateral changes we made to employees' vacation and sick leave benefits.

SERVICIOS LEGALES DE PUERTO RICO, INC.

(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.nlrb.gov

National Labor Relations Board, Subregion 24 La Torre de Plaza Las Americas, Suite 1002 525 F.D. Roosevelt Ave. San Juan P.R. 00918–1002	Telephone: (833) 215–9196 Hours: 8:30 a.m. to 5:00 p.m.
National Labor Relations Board, Region 12 201 E. Kennedy Blvd., Suite 530 Tampa, FL 33602–5824	Telephone: (813) 228–2641 Hours: 8:30 a.m. to 5:00 p.m.

The Administrative Law Judge's decision can be found at https://www.nlrb.gov/case/ 12-CA-301971 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940

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, (813) 228–2641.

APPENDIX B

Corrections to Transcript
Servicios Legales de Puerto Rico, Inc., 12-CA-301971, et al.

P. 5; 13: “9630” should be “963”
P. 5; 15: “Ms. Carrasquillo Diaz” should be “Mr. Busó García”
P. 5; 23: “Mr. Ortiz Mendoza” should be “Mr. Collazo”
P. 11; 8: “view” should be “ruling”
P. 14; 8: “file” should be “filed”
P. 16; 15: “Services” should be “Servicios” and “just for the record” should be “just so the record”
P. 21; 3: “resend” should be “present”
P. 17; 21: “And the – and document” should be “And the – document”
P. 21; 8: “Miguel” should be “Enrique”
P. 21; 11: “8(b) should be “8(d)
P. 21; 17: “Services” should be “Servicios”
P. 22; 13: “at” should be “and”
P. 22; 20: “Independent” should be “Independiente de”
P. 23; 8: “buying” should be “bargaining”
P. 23; 12: “is” should be “its”
P. 23; 20: “responding” should be “Respondent”
P. 25; 2: “units” should be “unions”
P. 25; 7: “buying” should be “bargaining”
P. 25; 16: “Respondents” should be “Respondent”
P. 36; 1: “cost” should be “case”
P. 39; 12: “Gregoria’ should be “Gregorio”
P. 43; 21: “experiments” should be “experts”
P. 45; 7: “I asked” should be “I ask”
P. 45; 22: “our positions” should be “their positions”
P. 46; 14: “Differences” should be "defenses”
P. 47; 17: “change” should be “changes”
P. 47; 20: “relate” should be “related
P. 49; 8, 12, 16: “by Mr. Ortiz Mendoza” should be “Mr. Busó García”
P. 49; 19: “Letizia” should be “Leticia” and “Mathias” should be “Matias”
P. 49; 20: “Colbert” should be “Colberg”
P. 50; 9: “it’s not” should be “is not”
P. 50; 15, 16: “legal services” should be “Legal Services”
P. 51: 5: “say” should be “state”
P. 53; 21: Irrelevant” should be “relevant”
P. 54; 1: “Mr. Buso Garcia” should be “Mr. Ortiz Mendoza”
P. 56; 15: “UTSL” should be “UITSL”
P. 58; 9: “24-UC153” should be “24-UC-153”
P. 58; 22: “Mr. Ortiz Mendoza” should be “Mr. Busó García”
P. 62; 2: “24-UC153” should be “24-UC-153”
P. 72; 23: “Lorimier” should be "Lorimir”
P. 72; 24: “Letizia” should be “Leticia”
P. 73; 6, 17, 20, 24: “Mr. Castro Vargas” should be “Mr. Busó García”
P. 74; 1, 9, 13, 24: “Mr. Castro Vargas” should be “Mr. Busó García”
P. 75; 3, 9, 17, 19, 22: “Mr. Castro Vargas” should be “Mr. Busó García”

P. 76; 1, 5, 8, 10: “Mr. Castro Vargas” should be “Mr. Busó García”
P. 77; 4, 8, 11, 22, 25: “Mr. Castro Vargas” should be “Mr. Busó García”
P. 78; 3, 5, 7, 9 11, 13, 16: “Mr. Castro Vargas” should be “Mr. Busó García”
P. 78; 20: “Cuedas” should be “Cuevas”
P. 79; 10, 15: “Cudas” should be “Cuevas”
P. 79; 16: “C-U-E-D-A-S” should be “C-U-E-V-A-S”
P. 79; 20, 22: “Mr. Castro Vargas” should be “Mr. Busó García”
P. 80; 1: “ordinance” should be “witness”
P. 80; 3: “at which request” should be “which requests”
P. 80; 13: “Mr. Gonzalez Quinones” should be “Mr. Ortiz Mendoza”
P. 80; 14, 17, 19: “Mr. Castro Vargas” should be “Mr. Busó García”
P. 80; 25: “subpoena” should be “cases”
P. 83; 15; “representation” should be “representative”
P. 84; 21: “Mr. Ortiz Mendoza” should be “Mr. Busó García” and “they” should be “I”
P. 87; 5: “know” should be “note”
P. 87; 18: “segregation” should be “sequestration”
P. 88; 1: “Judge Ramirez” should be “Mr. Gonzalez Quinones”
P. 88; 8: “break” should be “bring”
P. 94; 23: “excuse” should be “excused”
P. 96; 11, 23: “Busos” should be “Busó”
P. 97; 1: “Busos” should be “Busó”
P. 98; 14: “Letitia” should be “Leticia”
P. 99; 17: “Ortiz” should be “Carrasquillo Diaz”
P. 100; 5: “Employer’s” should be "Union’s”
P. 100; 10: “barring” should be “bargaining”
P. 101; 25: “We’re” should be “They’re”
P. 103; 11: “Ms. Gonzalez” should be “Mr. Gonzalez”
P. 104; 21, 22: “not more 60 pages” should be “not more than 60 pages”
P. 105; 16: “Busos” should be “Busó”
P. 106; 11: “is with their job” should be “is their job"
P. 106; 15: “Busos” should be “Busó”
P. 106; 18: “talking the judge” should be “talking to the judge”
P. 107; 23: “weight” should be “weigh”
P. 109; 19: “Counsel Garcia” should be "Counsel Busó García”
P. 110; 24: “termination” should be “examination”
P. 111; 9: “read” should be “confirmed”
P. 112; 6: “Gonzalez Quinones” should be “Mr. Busó García”
P. 113; 1: “Mr. Busó García” should be “Mr. Gonzalez Quinones”
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P. 115; 22: “Cuunsels” should be “Counsel is”
P. 118; 3: “LLC” should be "LSC”
P. 120; 16: “Judge Ramirez” should be “Mr. Gonzalez Quinones”
P. 125; 7: “2020” should be “2022”
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P. 127; 22: “wording” should be “ruling”
P. 129; 6: “satisfy” should be “clarify”
P. 129; 9: “question” should be “section”
P. 129; 14: “we’ll” should be “will”

P. 130; 10, 19, 25: “LLC” should be “LSC”
P. 131; 18: “LLC” should be “LSC”
P. 132; 21: “USAL” should be “UAASL”
P. 132; 22: “union” should be “Independent Union”
P. 132; 24: “decision” should be “objection”
P. 134; 2: “LLC” should be “LSC”
P. 135; 1, 2, 5, 10, 12, 23: “LLC” should be “LSC”
P. 135; 3: “Flag” should be “Flagg”
P. 136; 14, 15: “Flag” should be “Flagg”
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P. 136; 14: “2013” should be “2022”
P. 137; 5: “Mr. Buso Garcia” should be “Judge Ramirez”
P. 141; 5: “LLC-LLC” should be “LSC-LSC”
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P. 152; 11: “10-7” should be “7”
P. 155; 18: “should do” should be “object to”
P. 158; 22: “they’re presenting witnesses” should be “they’re presenting documents to witnesses”
P. 158; 23: “This will be translated” should be “This should have been translated”
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P. 159; 19: “go back off” should be “go off”
P. 162; 24: “Legal Services Corporation” should be “Servicios Legales de Puerto Rico”
P. 163; 1: “signs” should be “signed”
P. 163; 15: “Mr. Ayala” should be “Ms. Ayala”
P. 165; 2: “Unidentified Speaker” should be “Mr. Castro Vargas”
P. 166; 3: “Flag” should be “Flagg”
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P. 170; 13: “July 2011” should be “July 14, 2022”
P. 170; 16: “Servicios” should be “Servicios Legales”
P. 171; 12: “Union” should be “Independent Union”
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P. 181; 18: “our” should be “a”
P. 181; 19: “Rice” should be “Rico”
P. 183; 18: “date” should be “was”
P. 183; 24: “part of the unit” should be “change to the Union”
P. 184; 1: “unit” should be “change”
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P. 186; 23: “Pricilla” should be “Ayala”
P. 190; 15, 19: “Mr. Ortiz Mendoza” should be “Mr. Busó García”
P. 191; 25: “Mr. Diaz” should be “Ms. Carrasquillo Diaz”
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P. 236; 3: “I saw” should be “is”
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P. 318; 16: “Garacia” should be “Garcia”
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P. 397; 21: “the elite” should be “a leave”
P. 398; 15: “Alaya” should be “Ayala”
P. 399; 22: “(audio interference) should be “Union de Abogados y Abogadas de Servicios”
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P. 404; 9: (audio interference) should be “Union de Abogados y Abogadas de Servicios Legales”
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P. 413; 3: “if we leave” should be “we believe” and “and meet” should be “that meet”
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P. 1049; 11, 18: "Mary Mikurit" should be "Lorimir Couret"
P. 1050; 5: "Mary Mikurit" should be "Lorimir Couret"
P. 1055; 3: "reasonabilines" should be "reasonableness"
P. 1056; 23: "marticle" should be "article"
P. 1059; 19: "comparing" should be "conferring"
P. 1060; 5: "comparing" should be "conferring"
P. 1072; 3, 10, 17, 21: "Gonzales" should be "Gonzalez"
P. 1073; 1, 20: "Gonzales" should be "Gonzalez"
P. 1074; 2: "indiscernible" should be "Servicios Legales of"
P. 1074; 10, 23: "Gonzales" should be "Gonzalez"
P. 1075; 1, 4, 6: "Gonzales" should be "Gonzalez"
P. 1076; 7, 9, 11, 24: "Gonzales" should be "Gonzalez"
P. 1077; 4, 6, 9, 13, 15, 21, 24: "Gonzales" should be "Gonzalez"
P. 1078; 1, 9, 17: "Gonzales" should be "Gonzalez"
P. 1078; 11: "indiscernible" should be "laws and regulations"
P. 1079; 5, 8: "Gonzales" should be "Gonzalez"
P. 1079; 18, 20: "Mr. Ortiz" should be "Mr. Ortiz Mendoza"
P. 1080; 8: "Mr. Vargas" should be "Mr. Castro Vargas"
P. 1080; 25: "Gonzales" should be "Gonzalez"
P. 1081; 2: "Gonzales" should be "Gonzalez"
P. 1081; 3: "Union" should be "General"
P. 1082; 3: "Gonzales" should be "Gonzalez"
P. 1082; 4: "Gonzales" should be "Enrique Gonzalez"
P. 1082; 4: "Union" should be "General"
P. 1082; 6: "Hulett" should be "Couret"
P. 1082; 7: "unknowing" should be "annulling"
P. 1082; 12: "Gonzales" should be "Gonzalez"

P. 1083; 19: “Mr. Busó García” should be “Mr. Ortiz Mendoza”
P. 1083; 22: “Mr. Gonzalez Quinones” should be Mr. Ortiz Mendoza”
P. 1084; 12, 13: “I’m perfect” should be “publicly”
P. 1085; 14: “Gonzales” should be “Gonzalez”
P. 1085; 15: “Union” should be “General”
P. 1087; 13: “done to today” should be “done to delay”
P. 1090; 10, 12: “Gonzales” should be “Gonzalez”
P. 1091; 11: “Gonzales” should be “Gonzalez”
P. 1093; 22: “indiscernible” should be “negotiations”
P. 1096; 22: “Gonzales” should be “Gonzalez”
P. 1097; 2: “something” should be “Documents”
P. 1097; 3, 24: “Gonzales” should be “Gonzalez”
P. 1105; 24: “NR,” should be “Mr.”
P. 1107; 7: “Gonzales” should be “Gonzalez”
P. 1115; 22, 24: “Mr. Ortiz Mendoza” should be “Translator”
P. 1118; 18: “It was part” should be “It was not part of”
P. 1119; 24: “Rank” should be “Grant”
P. 1138; 24: “Gonzales” should be “Gonzalez”
P. 1141; 12: “Gonzales” should be “Gonzalez”
P. 1144; 19: “arguments” should be “articles”
P. 1152; 24: “NR,” should be “Mr.”
P. 1154; 12: “account” should be “economic”
P. 1155; 16, 19, 22, 24: “Mr. Gonzalez Quinones” should be “Mr. Busó García”
P. 1158; 12: “Account exigency” should be “Economic exigency”
P. 1164; 4: “Chizek” should be “Horwath”
P. 1170; 18: “Set” should be “Said”
P. 1175; 4: “indiscernible” should be “is”
P. 1177; 24: “overseas” should be “LSC”
P. 1186; 25: “indiscernible” should be “Albert Castaner”
P. 1187; 19: “Louis” should be “Luis”
P. 1189; 5: “Louis” should be “Luis”
P. 1189; 21: “Wilma” should be “Wilmer”
P. 1190; 7: “Louis” should be “Luis”
P. 1193; 23: “running” should be “rolling”
P. 1208; 6: “Avogados” should be “Abogados”
P. 1209; 4: “indiscernible” should be “for”
P. 1209; 5: “indiscernible” should be “obligation”
P. 1210; 18: “International” should be “federal”
P. 1217; 6: “indiscernible” should be “Auditor of the financial statements”
P. 1217; 7: “indiscernible” should be “Eduardo Herencia”
P. 1217; 15: “indiscernible” should be “specifically related”
P. 1218; 6: “province” should be “party”
P. 1230; 2: “Aayla” should be “Ayala”
P. 1232; 13, 21: “education” should be “hearings”
P. 1234; 1: “guarantee” should be “grantees”
P. 1236; 11: “expediency” should be “exigency”
P. 1237; 2: “mineral” should be “unilateral”

P. 1237; 12: “expediency” should be “exigency”
P. 1243; 5: “writing” should be “bargaining”
P. 1243; 21: “alternative” should be “affirmative”
P. 1245; 10: Union” should be “General”
P. 1246; 22: “reveals” should be “uses”
P. 1247; 16: “38-R” should be “38”
P. 1249; 14: “third” should be “expert”
P. 1253; 4: “6,000,000” should be “600,000”
P. 1261; 16: “Complainant” should be “Complaint and”
P. 1269; 1: “Performance” should be “pro forma”
P. 1270; 24: “I have seen that” should be “I have not seen that”
P. 1282; 17: “LLC” should be “LSC”
P. 1285; 8: “best” should be “just”
P. 1294; 1: “Mr. Ortiz Mendoza” should be “Mr. Busó García”
P. 1298; 19: “go to” should be “go off the”
P. 1308; 4: “created” should be “included”
P. 1311; 21: “we” should be “you”
P. 1312; 10, 12: “4-E” should be “40”
P. 1312; 19: “answer for” should be “refer to”
P. 1321; 4, 19: “Mr. Gonzalez Quinones” should be “Mr. Ortiz Mendoza”
P. 1322; 2: “Mr. Gonzalez Quinones” should be “Mr. Ortiz Mendoza”
P. 1323; 9: “Treasury Department” should be “Treasury Department,”
P. 1324; 18: “extensive” should be “excessive”
P. 1324; 25: “Services” should be “Servicios”
P. 1325; 16: “Responded” should be “Respondent”
P. 1328; 24-25: “in this new question” should be “Questioned”
P. 1329; 24: “selective” should be “excessive”
P. 1330; 25: “Ramirez” should be “Villavicencio”
P. 1331; 18, 21, 24: “Mr. Ortiz Mendoza” should be “Mr. Busó García”
P. 1332; 2, 5, 7: “Mr. Ortiz Mendoza” should be “Mr. Busó García”
P. 1332; 10: “feel” should be “deal”
P. 1333; 10: “redacted” should be “rejected”
P. 1333; 22: “State” should be “Treasury”
P. 1333; 23: “physical” should be “fiscal”
P. 1337; 19: “standard contingency fee” should be “not a contingency”
P. 1339; 7: “Administration” should be “Administration and Transformation”
P. 1342; 8, 13: “exhibit” should be “rejected”
P. 1343; 16: “take” should be “make”
P. 1343; 17: “statues” should be “statutes”
P. 1345; 8: “user acknowledge” should be “judicial knowledge”
P. 1348; 16: “Servicios Legales” should be “Attorneys Union”
P. 1349; 15: “C” should be “see”
P. 1356; 22: “to” should be “at”
P. 1356; 23: “ascribed” should be “hired”
P. 1359; 18: “Buso” should be “Gonzalez”
P. 1360; 25: “dependent” should be “depends”
P. 1365; 6: “Nation” should be “corporation”

P. 1371; 9: “Vargas” should be “Padilla Velez”
P. 1373; 18, 23: “Rosalia” should be “Rosa Lydia”
P. 1374; 1, 7: “Rosalia” should be “Rosa Lydia”
P. 1375; 9: “that’s req” should be “to”
P. 1375; 22: “East” should be “Ease”
P. 1376; 12, 13, 25: “addition” should be “adhesion”
P. 1377; 5: “addition” should be “adhesion”
P. 1377; 6: “East” should be “Ease”
P. 1384; 12: “La Abogado and Letitia” should be “De Abogados and Leticia”
P. 1387; 22-23: “Policy finds for our support --- and I also believe that PLS” should be “LSC funds for hours not worked --- and the amounts of leave that PRLS”
P. 1388; 11: “Asked” should be “has”
P. 1392; 23, 25: “revive” should be “review”
P. 1395; 16: “would be the” should be “should be”
P. 1398; 18: “LSD” should be “LSC”
P. 1404; 10, 14, 18, 21: “East” should be “Ease”
P. 1405; 4: “East” should be “Ease”
P. 1406; 22: “at” should be “not” and “play” should be “paid”
P. 1407; 1, 3: “East” should be “Ease”
P. 1408; 6: “believing” should be “belittling”
P. 1416; 1: “Mareo” should be “Mateo”
P. 1424; 9: (indiscernible) should be “Attorneys’ Union”
P. 1439; 14: “so we are at the company” should be “So we are clear, she said”
P. 1444; 9, 10: (indiscernible) should be “Servicios Legales”
P. 1444; 12: “claims” should be “clients”
P. 1445; 20: “Santos Sol de Selina Pervaiz” should be “Centros Sor Isolina Ferré”
P. 1446; 3, 8: “MARIA” should be “MAVI”
P. 1446; 8: “Benefactors” should be “Manufacturers”
P. 1446; 23: “cones” should be “columns”
P. 1453; 10: “Mr. Castro Vargas” should be “Mr. Busó”
P. 1453: 14: “Mr. Castro Vargas” should be “Mr. Busó García”
P. 1453; 23: (indiscernible) should be “Inc.”
P. 1453; 25: (indiscernible) should be “Sociedad para Asistencia Legal”
P. 1462; 8; “Miguel” should be “Ortiz Mendoza”
P. 1465; 2: “By the bus” should be “In Mayaguez”
P. 1475; 3: “marked” should be “admitted”
P. 1479; 22: “issue” should be “issued”
P. 1482; 8: “account” should be “code”
P. 1490; 4: “rate, duration” should be “in relation”
P. 1492; 10: “drafts remain” should be “drafts were made,”
P. 1492; 11: “lead” should be “leave”
P. 1492; 22: “second location leads” should be “sick and vacation leaves”
P. 1494; 2: “the chart, to chart” should be “the charge, to charge
P. 1494; 3: “sense” should be “license”
P. 1502; 13: “I know” should be “In the”
P. 1502; 21: “Every other Thursday” should be “For Thursday”
P. 1503; 13: “compliances” should be “compliance with”

P. 1503; 14; “to affect” should be “into effect”
P. 1503; 25: “Gonzales” should be “Gonzalez”
P. 1506; 2: “suspend” should be “suspending”
P. 1507; 14: “Buso-Garcia” should be “Gonzalez Quinones”
P. 1509; 14: “president” should be “presidents”
P. 1510; 5: “president” should be “presidents”
P. 1510; 7: “employers” should be “employees”
P. 1512; 15: “Ortiz” should be “Busó García”
P. 1515; 19, 22: “president” should be “presidents”
P. 1516; 19: “president” should be “presidents”
P. 1517; 7: “who” strike word
P. 1521; 15: “Gonzales” should be “Gonzalez”
P. 1533; 10: (audio interference) should be “attorneys’”
P. 1535; 14: “LCS” should be “LSC”
P. 1535; 24: “year” should be “letter”
P. 1541; 15: “Seek” should be “request”
P. 1550; 15: “president” should be “presidents”
P. 1555; 10: “Mr. Gonzalez Quinones” strike this phrase
P. 1560; 21: “Ms. Carrasquillo Diaz” should be “Mr. Busó García”
P. 1563; 25: “Mr. Gonzalez Quinones” should be “Mr. Ortiz Mendoza”
P. 1565; 23: “are” should be “and”
P. 1566; 14: “overwhelming” should be “overruling”
P. 1569; 12: “during” should be “they were provided in”
P. 1569; 25: “finding” should be “signing”
P. 1575; 22: “locations” should be “conditions”
P. 1576; 12: “Mr. Ortiz-Mendoza” should be “Mr. Busó García”
P. 1582; 12, 14: “confirm” should be “confer”
P. 1583; 10: “decides” should be “denies the”
P. 1584; 1: “DC” should be “GC”