

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO**

**VANESSA E. CARBONELL;
ROBERTO A. WHATTS OSORIO;
ELBA Y. COLÓN NERY;
BILLY NIEVES HERNÁNDEZ;
NÉLIDA ÁLVAREZ FEBUS;
LINDA DUMONT GUZMÁN;
SANDRA QUIÑONES PINTO;
YOMARYS ORTIZ GONZÁLEZ;
CARMEN BERLINGERI PABÓN;
MERAB ORTIZ RIVERA;
JANET CRUZ BERRIOS,**
individually and as representatives of the
requested class,

Plaintiffs,

v.

ANTONIO LÓPEZ FIGUEROA, in his
official capacity as Commissioner of the
Puerto Rico Police Bureau;
MICHELLE MOURE, in her official
capacity as Human Resources Director of the
Puerto Rico Police Bureau;
**UNION OF ORGANIZED CIVILIAN
EMPLOYEES,**

Defendants.

CIVIL NO. 22-1236 (WGY)

**Constitutional Violation Action (42 U.S.C.
§ 1983), Declaratory Judgment, Injunctive
Relief, Compensatory, Nominal, and
Punitive Damages. Jury Trial Demanded.**

**STATEMENT OF UNCONTESTED MATERIAL FACTS IN SUPPORT OF
MOTION FOR SUMMARY JUDGMENT**

Come now, Plaintiffs Vanessa E. Carbonell (“Carbonell”), Roberto A. Whatts Osorio (“Whatts”), Elba Y. Colón Nery (“Colón”), Billy Nieves Hernández (“Nieves Hernández”), Nélida Álvarez Febus (“Álvarez”), Linda Dumont Guzmán (“Dumont”), Sandra Quiñones Pinto (“Quiñones”), Yomarys Ortiz González (“Ortiz González”), Carmen Berlingeri Pabón (“Berlingeri”), Merab Ortiz Rivera (“Ortiz Rivera”), and Janet Cruz Berrios (“Cruz”) (collectively, “Plaintiffs”), on their own behalf and that of the class they seek to represent, through the

undersigned counsel, and pursuant to Rule 56 of the Federal Rules of Civil Procedure and Civil Local Rule 56(b), respectfully submit their Statement of Uncontested Material Facts in Support of their Motion for Summary Judgment, as follows:

I. Material Facts

A. Background.

1. Michelle Moure Torres (“Moure”) is the Acting Human Resources Manager¹ of the Puerto Rico Police Bureau. Moure, 9 (2).²
2. As Acting Human Resources Manager, Moure oversees the Divisions of Recruitment, Leave, Appointments and Changes, Classification and Wages, Personnel Training, Personnel Evaluation, and Psychology and Social Work. Moure, 9 (25), 10 (1-16), 12 (2-3).
3. Moure’s immediate predecessor in the position of Human Resources Manager is Jojanie Mulero (“Mulero”). Moure, 15 (18-20).
4. Mulero’s immediate predecessor in the position of Human Resources Manager was Zoraida Sánchez González (“Sánchez”). Moure, 16 (5-7).
5. Mulero has served as Associate Commissioner of General Services for the Puerto Rico Police Bureau since February 1, 2023. Moure, 16 (8-13); Mulero 14 (10-12).³

¹ While the caption of this case refers to Michelle Moure as Human Resources Director of the Puerto Rico Police Bureau, the official title of the position she holds is “Human Resources Manager.”

² References to the deposition of Defendant Michelle Moure (“Moure”) will be made by stating her last name, followed by the page number and the specific lines to the page or merely by the page number. References to any exhibits used during the deposition will be made by stating the last name, followed by the exhibit number. The deposition referenced herein are attached and marked as Exhibit 1.

³ References to the deposition of Jojanie Mulero (“Mulero”) will be made by stating her last name, followed by the page number and the specific lines to the page or merely by the page number. References to any exhibits used during the deposition will be made by stating the last name, followed by the exhibit number. The deposition referenced herein are attached and marked as Exhibit 2.

6. Mulero directed the Puerto Rico Police Bureau's Human Resources office from March 8, 2021, through January 31, 2023. Mulero, 14 (13-17).
7. The Director of the Human Resources office of the Puerto Rico Police Bureau reports directly to Mulero daily. Mulero, 11 (18-25), 12 (21-25), 13 (1-11).
8. Antonio López Figueroa ("López") has served as Commissioner of the Puerto Rico Police Bureau since January 2, 2021. López, 15 (3-5).⁴
9. Jorge Méndez Cotto ("Méndez") has been the president of the Union of Organized Civilian Employees since December 10, 2006. Méndez, 9 (10-13), 11 (9-12).⁵
10. Magaly Rodriguez Cortes ("Rodriguez") is the Payroll Division Supervisor of the Puerto Rico Police Bureau. Rodriguez, 7 (20).⁶
11. Mariluz Nieves Fuentes's ("Nieves Fuentes") job title is Payroll Officer. Nieves Fuentes, 8 (9).⁷
12. Maritza Alvarado ("Alvarado") was Payroll Director for the Puerto Rico Police Bureau from 2004 until December 31, 2019. Alvarado, 14 (7-17).⁸

⁴ References to the deposition of Defendant Antonio López Figueroa ("López") will be made by stating his last name, followed by the page number and the specific lines to the page or merely by the page number. References to any exhibits used during the deposition will be made by stating the last name, followed by the exhibit number. The deposition referenced herein are attached and marked as Exhibit 3.

⁵ References to the deposition of Jorge Méndez Cotto ("Méndez") will be made by stating his last name, followed by the page number and the specific lines to the page or merely by the page number. References to any exhibits used during the deposition will be made by stating the last name, followed by the exhibit number. The deposition referenced herein are attached and marked as Exhibit 4.

⁶ References to the deposition of Magaly Rodriguez Cortes ("Rodriguez") will be made by stating her last name, followed by the page number and the specific lines to the page or merely by the page number. The deposition referenced herein are attached and marked as Exhibit 5.

⁷ References to the deposition of Defendant Mariluz Nieves Fuentes ("Nieves Fuentes") will be made by stating her last name, followed by the page number and the specific lines to the page or merely by the page number. The deposition referenced herein are attached and marked as Exhibit 6.

⁸ References to the deposition of Maritza Alvarado ("Alvarado") will be made by stating her last name, followed by the page number and the specific lines to the page or merely by the page number. References to any exhibits used

13. Brenda Castro (“Castro”) has worked as a Supervisor in the Leave Division of the Puerto Rico Police Bureau since February 28, 2020. Castro, 8 (24-25), 9 (1).⁹

14. The Puerto Rico Police Bureau’s Leave Office oversees employee leave and attendance. Castro, 8 (10-18).

15. Examples of employee leave include vacation, sickness, maternity, paternity, and military leave. Castro, 8 (15-18).

16. Vanesa E. Carbonell (“Carbonell”) works at the Headquarters of the Puerto Rico Police Bureau in San Juan, Puerto Rico. Vanesa E. Carbonell Unsworn Statement of November 14, 2023, Exh. 9.¹⁰

17. Carbonell has worked as a civilian employee for the Puerto Rico Police Bureau since 1992. Vanesa E. Carbonell Unsworn Statement of November 14, 2023, Exh. 9.

18. Carbonell’s job title is Office Worker II. Vanesa E. Carbonell Unsworn Statement of November 14, 2023, Exh. 9.

19. Roberto A. Whatts Osorio (“Whatts”) works at the Headquarters of the Puerto Rico Police Bureau in San Juan, Puerto Rico. Roberto A. Whatts Osorio Unsworn Statement of November 14, 2023, Exh. 10.¹¹

during the deposition will be made by stating the last name, followed by the exhibit number. The deposition pages referenced herein are attached and marked as Exhibit 7.

⁹ References to the deposition of Brenda Castro (“Castro”) will be made by stating her last name, followed by the page number and the specific lines to the page or merely by the page number. References to any exhibits used during the deposition will be made by stating the last name, followed by the exhibit number. The deposition referenced herein are attached and marked as Exhibit 8.

¹⁰ References to the Unsworn Statement of Vanessa E. Carbonell will be made by stating her name, followed by the date and exhibit number.

¹¹ References to the Unsworn Statement of Roberto A. Whatts Osorio will be made by stating his name, followed by the date and exhibit number.

20. Whatts has worked as a civilian employee for the Puerto Rico Police Bureau since 1985. Roberto A. Whatts Osorio Unsworn Statement of November 14, 2023, Exh. 10.

21. Whatts's job title is Office Worker II. Roberto A. Whatts Osorio Unsworn Statement of November 14, 2023, Exh. 10.

22. Elba Y. Colón Nery ("Colón") works at the main headquarters of the Puerto Rico Police Bureau in San Juan. Elba Y. Colón Nery Unsworn Statement of November 15, 2023, Exh. 11.¹²

23. Colón has worked as a civilian employee for the Puerto Rico Police Bureau since 1991. Elba Y. Colón Nery Unsworn Statement of November 15, 2023, Exh. 11.

24. Colón's job title is Office Worker II. Elba Y. Colón Nery Unsworn Statement of November 15, 2023, Exh. 11.

25. Billy Nieves Hernández ("Nieves Hernández") works at the main headquarters of the Puerto Rico Police Bureau in San Juan. Billy Nieves Hernández Unsworn Statement of November 15, 2023, Exh. 12.¹³

26. Nieves Hernández has worked as a civilian employee for the Puerto Rico Police Bureau since 1994. Billy Nieves Hernández Unsworn Statement of November 15, 2023, Exh. 12.

27. Nieves Hernández's job title is Office Worker II. Billy Nieves Hernández Unsworn Statement of November 15, 2023, Exh. 12.

¹² References to the Unsworn Statement of Elba Y. Colón Nery will be made by stating her name, followed by the date and exhibit number.

¹³ References to the Unsworn Statement of Billy Nieves Hernández will be made by stating his name, followed by the date and exhibit number.

28. Nélida Álvarez Febus (“Álvarez”) works at the Headquarters of the Puerto Rico Police Bureau in San Juan, Puerto Rico. Nélida Álvarez Febus Unsworn Statement of November 20, 2023, Exh. 13.¹⁴

29. Álvarez has worked as a civilian employee for the Puerto Rico Police Bureau since 1994. Nélida Álvarez Febus Unsworn Statement of November 20, 2023, Exh. 13.

30. Álvarez’s job title is Electronic Information Equipment Operator II. Nélida Álvarez Febus Unsworn Statement of November 20, 2023, Exh. 13.

31. Linda Dumont Guzmán (“Dumont”) works at the Headquarters of the Puerto Rico Police Bureau in San Juan, Puerto Rico. Linda Dumont Guzmán Unsworn Statement of November 15, 2023, Exh. 14.¹⁵

32. Dumont has worked as a civilian employee for the Puerto Rico Police Bureau since 1992. Linda Dumont Guzmán Unsworn Statement of November 15, 2023, Exh. 14.

33. Dumont’s job title is Licensing Officer. Linda Dumont Guzmán Unsworn Statement of November 15, 2023, Exh. 14.

34. Sandra Quiñones Pinto (“Quiñones”) works at the Headquarters of the Puerto Rico Police Bureau in San Juan, Puerto Rico. Sandra Quiñones Pinto Unsworn Statement of November 15, 2023, Exh. 15.¹⁶

35. Quiñones has worked as a civilian employee for the Puerto Rico Police Bureau since 1991. Sandra Quiñones Pinto Unsworn Statement of November 15, 2023, Exh. 15.

¹⁴ References to the Unsworn Statement of Nélida Álvarez Febus will be made by stating her name, followed by the date and exhibit number.

¹⁵ References to the Unsworn Statement of Linda Dumont Guzmán will be made by stating her name, followed by the date and exhibit number.

¹⁶ References to the Unsworn Statement of Sandra Quiñones Pinto will be made by stating her name, followed by the date and exhibit number.

36. Quiñones's job title is Payroll Officer I. Sandra Quiñones Pinto Unsworn Statement of November 15, 2023, Exh. 15.

37. Yomarys Ortiz González ("Ortiz González") works at the Headquarters of the Puerto Rico Police Bureau in San Juan, Puerto Rico. Yomarys Ortiz González Unsworn Statement of November 15, 2023, Exh. 16.¹⁷

38. Ortiz González has worked as a civilian employee for the Puerto Rico Police Bureau since 1995. Yomarys Ortiz González Unsworn Statement of November 15, 2023, Exh. 16.

39. Ortiz González's job title is Office Systems Assistant II. Yomarys Ortiz González Unsworn Statement of November 15, 2023, Exh. 16.

40. Carmen Berlingeri Pabón ("Berlingeri") works at the Headquarters of the Puerto Rico Police Bureau in San Juan. Carmen Berlingeri Pabón Unsworn Statement of November 20, 2023, Exh. 17.¹⁸

41. Berlingeri has worked as a civilian employee for the Puerto Rico Police Bureau since 1992. Carmen Berlingeri Pabón Unsworn Statement of November 20, 2023, Exh. 17.

42. Berlingeri's job title is Office Systems Assistant II. Carmen Berlingeri Pabón Unsworn Statement of November 20, 2023, Exh. 17.

43. Merab Ortiz Rivera ("Ortiz Rivera") works at the Puerto Rico Police Bureau Command Center in Guayama, Puerto Rico. Merab Ortiz Rivera Unsworn Statement of November 15, 2023, Exh. 18.¹⁹

¹⁷ References to the Unsworn Statement of Yomarys Ortiz González will be made by stating her name, followed by the date and exhibit number.

¹⁸ References to the Unsworn Statement of Carmen Berlingeri Pabón will be made by stating her name, followed by the date and exhibit number.

¹⁹ References to the Unsworn Statement of Merab Ortiz Rivera will be made by stating her name, followed by the date and exhibit number.

44. Ortiz Rivera has worked as a civilian employee for the Puerto Rico Police Bureau since 1996. Merab Ortiz Rivera Unsworn Statement of November 15, 2023, Exh. 18.

45. Ortiz Rivera's job title is Office Systems Assistant II. Merab Ortiz Rivera Unsworn Statement of November 15, 2023, Exh. 18.

46. Janet Cruz Berrios ("Cruz") works at the Puerto Rico Police Bureau Command Center in Guayama, Puerto Rico. Janet Cruz Berrios Unsworn Statement of November 15, 2023, Exh. 19.²⁰

47. Cruz has worked as a civilian employee for the Puerto Rico Police Bureau since 1995. Janet Cruz Berrios Unsworn Statement of November 15, 2023, Exh. 19.

48. Cruz's job title is Office Systems Assistant II. Janet Cruz Berrios Unsworn Statement of November 15, 2023, Exh. 19.

49. As a Payroll Division Supervisor, Rodriguez supervises a group of about fifteen people, including Nieves Fuentes. Rodriguez, 7 (20-22), 9 (13-22).

50. Rodriguez performs data entry duties with respect to the deductions and contributions of employees, as well as employee affiliations and disaffiliations with the Union of Organized Civilian Employees. Rodriguez, 8 (13-15), 13 (23).

51. Francheska Barjam is the current Director of the Payroll Division. Rodriguez, 8 (10).

52. Nieves Fuentes' work involves health deductions and contributions for employees. Rodriguez, 12 (6-10).

53. Nancy E. Torres Osorio's ("Torres") job title is Payroll Officer. Torres. 7 (11).²¹

²⁰ References to the Unsworn Statement of Janet Cruz Berrios will be made by stating her name, followed by the date and exhibit number.

²¹ References to the deposition of Nancy E. Torres Osorio ("Torres") will be made by stating her last name, followed by the page number and the specific lines to the page or merely by the page number. The deposition referenced herein are attached and marked as Exhibit 20.

54. As a Payroll Officer, Torres inputs the information necessary for the payroll system to make deductions, employer health insurance contributions, and she makes necessary adjustments to employee salaries. Torres, 8 (9-11), 12 (4-6).

55. Torres personally hands a monthly check for union dues to Méndez. Torres, 20 (14-25).

56. Torres personally hands a list of employee names, positions, and dues paid by each employee to the union, to Méndez once a month. Torres, 24 (1-9).

57. Sánchez was Human Resources Manager for the Puerto Rico Police Bureau from May 2018 to March 2020. Sánchez, 10 (3-5).²²

58. Jahaira Pérez Román preceded Sánchez as Human Resources Manager. Sánchez, 10 (13).

59. Sánchez began her current position of Executive Officer at the Department of Public Safety in January 2023. Sánchez, 8 (21-25).

60. Sánchez worked for the Puerto Rico Police Bureau from 1991 to 2020. Sánchez, 9 (19).

61. Sandra Clemente (“Clemente”) preceded Mulero as Assistant Superintendent in Management Services for the Puerto Rico Police Bureau. Sánchez, 18 (8-17).

B. The Collective Bargaining Agreement.

62. Article 2 Section 1 of the current collective bargaining agreement between the Union of Organized Civilian Employees and the Puerto Rico Police Bureau reads: “The Public Service Work Relations Commission pursuant to certification number 19 dated November 13, 2000, acknowledged and recognizes EMPLEADOS CIVILES ORGANIZADOS, AN AFFILIATE TO THE FEDERACION PUERTORRIQUEÑA DE POLICIAS LOCAL 4000 OF THE INTERNATIONAL UNION OF POLICE ASSOCIATIONS AFL-CIO, as the exclusive

²² References to the deposition of Zoraida Sánchez González (“Sánchez”) will be made by stating her last name, followed by the page number and the specific lines to the page or merely by the page number. The deposition pages referenced herein are attached and marked as Exhibit 21.

representative of employees that fall under the Appropriate Bargaining Unit made up of civilian employees of the Puerto Rico Police Agency for conducting negotiations with the Agency for the establishment of salaries, fringe benefits and other work conditions that affect personnel that is part of the Appropriate Unit.” Exh. 22.

63. Article 2 Section 2 of the current collective bargaining agreement between the Union of Organized Civilian Employees and the Puerto Rico Police Bureau reads: “If during the term of life of the present bargaining agreement any legislation to amend the Law of Public Service Work Relations Law or of any regulations thereto were enacted and approved or if any other legislation were to affect the certification and acknowledgment of the Union as the Exclusive Representative, the Agency will not unilaterally alter salaries, fringe benefits and other work conditions set forth under this agreement for personnel of the Appropriate Bargaining Unit.” Exh. 22.

64. Article 2 Section 4 of the current collective bargaining agreement between the Union of Organized Civilian Employees and the Puerto Rico Police Bureau reads: “The Agency likewise pledges to recognize the Union as the Exclusive Representative in the forementioned (sic) matters, for such classifications, job positions or employment categories that may be added in the future to the Appropriate Bargaining Unit, pursuant to the procedures that have been established in the Bargaining Agreement. Exclusions to this provision include those classifications, job positions or employment categories that require clearance, or are, by nature, transitory, irregular, freelance per diem, or confidential.” Exh. 22.

65. Article 11 Section 1 of the current collective bargaining agreement between the Union of Organized Civilian Employees and the Puerto Rico Police Bureau reads: “The parties agree as to the following employer contributions, for members of the Appropriate Unit.

1. \$25.00 monthly effective as of January 1, 2014

2. \$25.00 monthly effective as of July 1, 2014
3. \$25.00 monthly effective as of July 1, 2015”

Exh. 22.

66. Article 11 Section 2 of the current collective bargaining agreement between the Union of Organized Civilian Employees and the Puerto Rico Police Bureau reads: “The budget request shall include specific line items along with the total sum of money necessary to fulfill the scheduled monetary contribution increases to the employer contributions to the health insurance plan. The Police will send the budget request to the Office of Budget and Management. The Office of Budget and Management is responsible for structuring the final number to the budget. Once submitted to the Legislative Assembly the Agency pledges to go before the legislature to justify the budget and the employer contribution increases as submitted.” Exh. 22.

67. Article 11 Section 3 of the current collective bargaining agreement between the Union of Organized Civilian Employees and the Puerto Rico Police Bureau reads: “If the Commonwealth of Puerto Rico were to grant to all public employees an increase that is greater than the current employer contribution to the Healthcare Insurance Plan referenced in this article, then the employer contribution will be matched assigning the remaining amount for the completion of such an increase.” Exh. 22.

68. Article 13 Section 1 of the current collective bargaining agreement between the Union of Organized Civilian Employees and the Puerto Rico Police Bureau reads: “The Appropriate Unit represented by the Union, Empleados Civiles Organizados (E.C.O.), shall be the Unit of Civilian Employees, as certified by the Public Service Work Relations Commission, by means of certification number 19, issued on November 13, 2000. This is all subordinate to the issuance of a corresponding Public Service Appellate Commission determination following the presentation of

a recourse requesting clarification on the Appropriate Unit, an action that was filed by Puerto Rico Police, taking into consideration the newly approved classification plan of June 24, 2002, by Puerto Rico Police and the Central Office of Labor Consulting and Human Resource Administration, that went into effect on January 1, 2002.” Exh. 22.

69. Article 13 Section 2 of the current collective bargaining agreement between the Union of Organized Civilian Employees and the Puerto Rico Police Bureau reads: “Whenever the Agency determines to fill open job positions that the Commonwealth of Puerto Rico Office of Management and Budget has authorized within the Appropriate Unit, these will be covered by civilian personnel. The Agency will give the Union a list of people and covered positions within the Appropriate Unit, every six (6) months following the signature of this Agreement.” Exh. 22.

70. Article 14 Section 2 of the current collective bargaining agreement between the Union of Organized Civilian Employees and the Puerto Rico Police Bureau reads: “The Agency will report in writing to the Union within a term of time not to exceed thirty (30) working days all personnel actions taken that affect employees that are part of the Appropriate Unit such as: regular appointments, promotions, transfers, demotions and unpaid leaves of absence.” Exh. 22.

71. Article 14 Section 3 of the current collective bargaining agreement between the Union of Organized Civilian Employees and the Puerto Rico Police Bureau reads: “The Agency will report to the Union within a term not to exceed thirty (30) working days the name of every employee whose appointment has changed from a regular status and whose job position is contemplated within the Appropriate Unit.” Exh. 22.

72. Article 15 Section 1 of the current collective bargaining agreement between the Union of Organized Civilian Employees and the Puerto Rico Police Bureau reads: “An affiliate is an

employee of whose position falls within the Appropriate Unit, holds membership in the Syndicate, pays full dues and receives all organizational benefits.” Exh. 22.

73. Article 15 Section 2 of the current collective bargaining agreement between the Union of Organized Civilian Employees and the Puerto Rico Police Bureau reads: “All employees will be members of the Union as long as they hold a job position belonging to the Appropriate Unit within the Agency, starting from the date when the current Agreement is ratified by secret vote by the majority of the employees belonging to the Appropriate Unit that participated in the vote and were so certified by means of a sworn statement coming from the Secretary of the Union, subject to applicable legislation. The Union will respect the right of employees to not affiliate.” Exh. 22.

74. Article 39 Section 1 of the current collective bargaining agreement between the Union of Organized Civilian Employees and the Puerto Rico Police Bureau reads: “During the life of this present Agreement the Agency pledges to withhold from the salary of each employee that is a member of the Union the due and any variations to the same that the Union may certify pursuant to its Rules and Regulations and any provisions of law that may apply. The Union will let the Agency know what the amount of the due is.” Exh. 22.

75. Article 81 Section 1 of the current collective bargaining agreement between the Union of Organized Civilian Employees and the Puerto Rico Police Bureau reads: “Electrical and Plumbing Systems. The Auxiliary Superintendency for Administrative Services will immediately verify the breakdown and its magnitude at the affected physical installation. The employee or Union Representative shall provide timely notice by telephone to the Labor Relations Office letting it know about the existence of any breakdown at the specified physical installation. Whenever the breakdown involves Areas, Districts, Precincts, Units or Divisions notice is to be given to the Director. The Labor Relations Office will take down the time of the call for the reason for the

breakdown or damage report. The Office of Relations must in turn give notice to the Auxiliary Superintendency for Administrative Services about the breakdown or damage and make a note of the time that such notice was given. If the breakdown were to last more than four (4) hours the Auxiliary Superintendency for Administrative Services, or whenever the matter involves Areas, Districts, Precincts, Units, and Divisions, the Director will tell the union employees that are covered by this Agreement that they are relieved from work, with no prejudice to their leaves of absence. If the breakdown were to last a whole workday from one day to the next, the employees are to report to the facility for relocation to another work unit or area that may be operating under acceptably safe, secure, and sanitary conditions. The Agency is to provide the necessary conditions to ensure that essential services remain in place without interruption. Any employee that does not report to work will be charged accordingly pursuant to the supervisor's recommendation. Should there be no facilities available for relocation they will be given the day off. Facilities with alternative electrical and plumbing systems are exempted whenever such facilities remain at an acceptable level of operation. Understanding this means that conditions at the workplace remain safe, secure and sanitary. The parties acknowledge the current condition of sanitary conditions within the different work areas and that there is a desire to have sanitary facilities for the exclusive use of Agency employees. Nevertheless, the parties acknowledge the difficulties that exist due to different reasons, for which the situation cannot be resolved in any specific manner. Because of the preceding, the Agency will allow the Union to review the different work areas and present alternatives or proposals to the Agency which will not be bound by any of these. The Agency pledges to review these and take them into account for the purpose of resolving the matter in the future." Exh. 22.

76. Article 81 Section 2 of the current collective bargaining agreement between the Union of Organized Civilian Employees and the Puerto Rico Police Bureau reads: “Air Conditioning Systems. The Agency will conduct all relevant efforts to fix and provide maintenance to all air conditioning systems wherever these may exist for the purpose of keeping them operational. Whenever the air conditioning system breaks down during regular working hour shifts, and the facilities lack any alternative system such as fans or windows with adequate ventilation, the employees are to be relieved from work during the first four (4) hours following the breakdown; providing that this time that is not worked will not be discounted. The Agency in this situation shall have the opportunity to assess whether the breakdown will likely continue for the remainder of the workday or if, to the contrary, it will be repaired. Should the breakdown be one that will last for long, in excess of 24 hours, then a request will be made to the Security Committee to conduct an evaluation of the affected facility and determine the magnitude or gravity of work conditions, taking into account OSHA regulations for cold and heat. (Temperature is not to exceed 86 degrees). Additionally, it will determine if a special schedule is put into effect, which would involve a reduced workday and/or the establishment of special times for signing in and out of work, provided essential services are not interrupted, and salaries and leaves are not impaired. The recommendation made by the Health and Safety and Security Committee shall be notified to the Agency and the Union. If it does become necessary to set up a special schedule, the Agency will decide the plan for the workday that would be established, subject to prevailing work conditions, until such a time when repairs are completed.” Exh. 22.

77. Méndez is involved in bargaining with the Puerto Rico Police Bureau as part of his job duties as president of the Union. Méndez, 17 (3-6).

78. Méndez appoints members of the Union's negotiating committee that bargains with the Puerto Rico Police Bureau. Méndez, 17 (13-20).

79. The last time Méndez appointed members of a bargaining committee to negotiate on the Union's behalf was in 2013. Méndez, 17 (19-21).

80. The collective bargaining agreement negotiated in 2013 is still in effect today. Méndez, 18 (11-13).

81. Méndez believes that the Union is the exclusive representative only of the civilian employees affiliated with the Union. Méndez, 22 (18-23).

82. Méndez was involved in negotiating the portions of the collective bargaining agreement granting the additional employer health insurance contribution. Méndez, 68 (2-8).

C. The Puerto Rico Police Bureau Strips Plaintiffs of the Additional Employer Health Insurance Contribution Because Each Disaffiliated with the Union.

83. Carbonell was affiliated with the Union of Organized Civilian Employees on June 27, 2018, when the U.S. Supreme Court issued its ruling in *Janus v. AFSCME Council 31*, 138 S. Ct. 2448 (2018). Vanessa E. Carbonell Unsworn Statement of November 14, 2023, Exh. 9.

84. As an affiliate of the Union and a member of the bargaining unit exclusively represented by the Union, Carbonell received the additional \$25 monthly employer health insurance contribution. Vanessa E. Carbonell Unsworn Statement of November 14, 2023, Exh. 9.

85. On July 18, 2018, after learning about the U.S. Supreme Court's ruling in *Janus v. AFSCME Council 31*, 138 S. Ct. 2558 (2018), Carbonell communicated to the Puerto Rico Police Bureau's Human Resources Office her desire to disaffiliate with the Union by submitting a disaffiliation form and requesting the cessation of dues deductions from her wages. Vanessa E. Carbonell Unsworn Statement of November 14, 2023, Exh. 9.

86. As soon as Carbonell's union dues deductions ceased, the Puerto Rico Police Bureau also reduced the amount of her employer health insurance contribution by \$25 a month. Vanessa E. Carbonell Unsworn Statement of November 14, 2023, Exh. 9.

87. On March 31, 2022, Carbonell sent Mulero an email, demanding that the additional employer contribution of \$25 per month be restored as a benefit of employment with the Puerto Rico Police Bureau. Vanessa E. Carbonell Unsworn Statement of November 14, 2023, Exh. 23.

88. Mulero never responded to Carbonell's email. Vanessa E. Carbonell Unsworn Statement of November 14, 2023, Exh. 23.

89. To this day, Carbonell receives the base employer contribution of \$100 per month instead of the \$125 she received prior to her disaffiliation. Vanessa E. Carbonell Unsworn Statement of November 14, 2023, Exh. 9.

90. Whatts was affiliated with the Union of Organized Civilian Employees on June 27, 2018, when the U.S. Supreme Court issued its ruling in *Janus v. AFSCME Council 31*, 138 S. Ct. 2448 (2018). Roberto A. Whatts Osorio Unsworn Statement of November 14, 2023, Exh. 10.

91. As an affiliate of the Union and a member of the bargaining unit exclusively represented by the Union, Whatts received the additional \$25 monthly employer health insurance contribution. Roberto A. Whatts Osorio Unsworn Statement of November 14, 2023, Exh. 10.

92. On July 18, 2018, after learning about the U.S. Supreme Court's ruling in *Janus v. AFSCME Council 31*, 138 S. Ct. 2558 (2018), Whatts communicated to the Puerto Rico Police Bureau's Human Resources Office his desire to disaffiliate with the Union by submitting a disaffiliation form and requesting the cessation of dues deductions from her wages. Roberto A. Whatts Osorio Unsworn Statement of November 14, 2023, Exh. 10.

93. As soon as Whatts's union dues deductions ceased, the Puerto Rico Police Bureau also reduced the amount of his employer health insurance contribution by \$25 a month. Roberto A. Whatts Osorio Unsworn Statement of November 14, 2023, Exh. 10.

94. To this day, Whatts receives the base employer contribution of \$100 per month instead of the \$125 he received prior to his disaffiliation. Roberto A. Whatts Osorio Unsworn Statement of November 14, 2023, Exh. 10.

95. Colón was affiliated with the Union of Organized Civilian Employees on June 27, 2018, when the U.S. Supreme Court issued its ruling in *Janus v. AFSCME Council 31*, 138. S. Ct. 2448 (2018). Elba Y. Colón Nery Unsworn Statement of November 15, 2023, Exh. 11.

96. As an affiliate of the Union and a member of the bargaining unit exclusively represented by the Union, Colón received the additional \$25 monthly employer health insurance contribution. Elba Y. Colón Nery Unsworn Statement of November 15, 2023, Exh. 11.

97. In or around November or December 2020, Colón communicated to the Puerto Rico Police Bureau's Human Resources Office her desire to disaffiliate with the Union, submitting a disaffiliation form and requesting the cessation of dues deductions from my wages. Elba Y. Colón Nery Unsworn Statement of November 15, 2023, Exh. 11.

98. As soon as Colón's union dues deductions ceased, the Puerto Rico Police Bureau also reduced the amount of her employer health insurance contribution by \$25 a month. Elba Y. Colón Nery Unsworn Statement of November 15, 2023, Exh. 11.

99. To this day, Colón receives the base employer contribution of \$100 per month instead of the \$125 she received prior to her disaffiliation. Elba Y. Colón Nery Unsworn Statement of November 15, 2023, Exh. 11.

100. Nieves Hernández was never a member of the Union of Organized Civilian Employees. Billy Nieves Hernández Unsworn Statement of November 15, 2023, Exh. 12.

101. As an affiliate of the Union and a member of the bargaining unit exclusively represented by the Union, Nieves Hernández received the additional \$25 monthly employer health insurance contribution. Billy Nieves Hernández Unsworn Statement of November 15, 2023, Exh. 12.

102. The Puerto Rico Police Bureau extracted nonmember forced fees from Nieves Hernández's wages and remitted them to the Union until on or about June 27, 2018, when the U.S. Supreme Court issued its ruling in *Janus v. AFSCME Council 31*, 138. S. Ct. 2448 (2018). Billy Nieves Hernández Unsworn Statement of November 15, 2023, Exh. 12.

103. As a forced fee payer and member of the bargaining unit exclusively represented by the Union, Nieves Hernández received the additional \$25 monthly employer contribution to help pay for health insurance costs. Billy Nieves Hernández Unsworn Statement of November 15, 2023, Exh. 12.

104. At some point after June 27, 2018, Nieves Hernández communicated to the Puerto Rico Police Bureau's Human Resources Office his desire to terminate Union dues deductions from his wages and declined affiliation with the Union. Billy Nieves Hernández Unsworn Statement of November 15, 2023, Exh. 12.

105. The Puerto Rico Police Bureau and the Union complied with Nieves Hernández's request, resulting in the cessation of nonmember forced fees deductions from his wages. Billy Nieves Hernández Unsworn Statement of November 15, 2023, Exh. 12.

106. As soon as Nieves Hernández's dues deductions ceased, the Puerto Rico Police Bureau reduced his employer health insurance contribution by \$25 a month. Billy Nieves Hernández Unsworn Statement of November 15, 2023, Exh. 12.

107. To this day, Nieves Hernández receives the base employer contribution of \$100 per month instead of the \$125 he received prior to his request to have deductions stopped. Billy Nieves Hernández Unsworn Statement of November 15, 2023, Exh. 12.

108. Álvarez was affiliated with the Union of Organized Civilian Employees on June 27, 2018, when the U.S. Supreme Court issued its ruling in *Janus v. AFSCME Council 31*, 138. S. Ct. 2448 (2018). Nélica Álvarez Febus Unsworn Statement of November 20, 2023, Exh. 13.

109. As an affiliate of the Union and a member of the bargaining unit exclusively represented by the Union, Álvarez received the additional \$25 monthly employer health insurance contribution. Nélica Álvarez Febus Unsworn Statement of November 20, 2023, Exh. 13.

110. On December 14, 2020, Álvarez communicated to the Puerto Rico Police Bureau's Human Resources Office her desire to disaffiliate from the Union, submitting a disaffiliation form and requesting the cessation of dues deductions from her wages. Nélica Álvarez Febus Unsworn Statement of November 20, 2023, Exh. 13.

111. As soon as Álvarez's union dues deductions ceased, the Puerto Rico Police Bureau also reduced the amount of her employer health insurance contribution by \$25 a month. Nélica Álvarez Febus Unsworn Statement of November 20, 2023, Exh. 13.

112. To this day, Álvarez receives the base employer contribution of \$100 per month instead of the \$125 she received prior to her disaffiliation. Nélica Álvarez Febus Unsworn Statement of November 20, 2023, Exh. 13.

113. Dumont was an affiliate of the Union of Organized Civilian Employees on June 27, 2018, when the U.S. Supreme Court issued its ruling in *Janus v. AFSCME Council 31*, 138. S. Ct. 2448 (2018). Linda Dumont Guzmán Unsworn Statement of November 15, 2023, Exh. 14.

114. As an affiliate of the Union and a member of the bargaining unit exclusively represented by the Union, Dumont received the additional \$25 monthly employer contribution to help pay for health insurance costs. Linda Dumont Guzmán Unsworn Statement of November 15, 2023, Exh. 14.

115. In July 2018, after learning about the Supreme Court's ruling in *Janus v. AFSCME Council 31*, 138. S. Ct. 2448 (2018), Dumont communicated to the Puerto Rico Police Bureau's Human Resources Office her desire to disaffiliate with the Union, submitting a disaffiliation form and requesting the cessation of dues deductions from her wages. Linda Dumont Guzmán Unsworn Statement of November 15, 2023, Exh. 14.

116. The Puerto Rico Police Bureau and the Union complied with Dumont's request, resulting in the cessation of dues deductions from her wages. Linda Dumont Guzmán Unsworn Statement of November 15, 2023, Exh. 14.

117. As soon as Dumont's dues deductions ceased, the Puerto Rico Police Bureau reduced the amount of the employer health insurance contribution by \$25 a month. Linda Dumont Guzmán Unsworn Statement of November 15, 2023, Exh. 14.

118. To this day, Dumont receives the base employer contribution of \$100 per month instead of the \$125 she received before her disaffiliation was processed. Linda Dumont Guzmán Unsworn Statement of November 15, 2023, Exh. 14.

119. On August 11, 2023 there was a power outage at Dumont's workplace that lasted four hours, which meant the Police Headquarters was without air conditioning. Linda Dumont Guzmán Unsworn Statement of November 15, 2023, Exh. 14.

120. Dumont's supervisor, Castro, told Dumont to take her laptop computer and work from home. Linda Dumont Guzmán Unsworn Statement of November 15, 2023, Exh. 14.

121. Castro allowed the employees who were affiliated with the Union to take the day off with pay. Linda Dumont Guzmán Unsworn Statement of November 15, 2023, Exh. 14.

122. When Dumont learned that Union affiliated employees were not required to work from home and instead received a day off with pay, she requested the same treatment from Castro. Linda Dumont Guzmán Unsworn Statement of November 15, 2023, Exh. 14.

123. Dumont's request was ultimately approved, after she had done work from home. Linda Dumont Guzmán Unsworn Statement of November 15, 2023, Exh. 14.

124. Quiñones was an affiliate of the Union of Organized Civilian Employees June 27, 2018, when the U.S. Supreme Court issued its ruling in *Janus v. AFSCME Council 31*, 138. S. Ct. 2448 (2018). Sandra Quiñones Pinto Unsworn Statement of November 15, 2023, Exh. 15.

125. As an affiliate of the Union and member of the bargaining unit exclusively represented by the Union, Quiñones received the additional \$25 monthly employer contribution to help pay for health insurance costs. Sandra Quiñones Pinto Unsworn Statement of November 15, 2023, Exh. 15.

126. In July 2019 Quiñones communicated to the Puerto Rico Police Bureau's Human Resources Office her desire to disaffiliate with the Union, submitting a disaffiliation form and requesting the cessation of dues deductions from her wages. Sandra Quiñones Pinto Unsworn Statement of November 15, 2023, Exh. 15.

127. The Puerto Rico Police Bureau and the Union complied with Quiñones' request, resulting in the cessation of dues deductions from her wages. Sandra Quiñones Pinto Unsworn Statement of November 15, 2023, Exh. 15.

128. As soon as Quiñones' dues deductions ceased, the Puerto Rico Police Bureau reduced her employer health insurance contribution by \$25 a month. Sandra Quiñones Pinto Unsworn Statement of November 15, 2023, Exh. 15.

129. To this day, Quiñones receives the base employer contribution of \$100 per month instead of the \$125 she received before her disaffiliation was processed. Sandra Quiñones Pinto Unsworn Statement of November 15, 2023, Exh. 15.

130. Ortiz González was an affiliate of the Union of Organized Civilian Employees on June 27, 2018, when the U.S. Supreme Court issued its ruling in *Janus v. AFSCME Council 31*, 138. S. Ct. 2448 (2018). Yomarys Ortiz González Unsworn Statement of November 15, 2023, Exh. 16.

131. As an affiliate of the Union and a member of the bargaining unit exclusively represented by the Union, Ortiz González received the additional \$25 monthly employer contribution to help pay for health insurance costs. Yomarys Ortiz González Unsworn Statement of November 15, 2023, Exh. 16.

132. On July 26, 2018, Ortiz González communicated to the Puerto Rico Police Bureau's Human Resources Office her desire to disaffiliate with the Union, submitting a disaffiliation form and requesting the cessation of dues deductions from her wages. Yomarys Ortiz González Unsworn Statement of November 15, 2023, Exh. 16.

133. The Puerto Rico Police Bureau and the Union complied with Ortiz González's request, resulting in the cessation of dues deductions from her wages. Yomarys Ortiz González Unsworn Statement of November 15, 2023, Exh. 16.

134. As soon as Ortiz González's dues deductions ceased, the Puerto Rico Police Bureau reduced her employer health insurance contribution by \$25 a month. Yomarys Ortiz González Unsworn Statement of November 15, 2023, Exh. 16.

135. To this day, Ortiz González receives the base employer contribution of \$100 per month instead of the \$125 she received before her disaffiliation was processed. Yomarys Ortiz González Unsworn Statement of November 15, 2023, Exh. 16.

136. Berlingeri was an affiliate of the Union of Organized Civilian Employees on June 27, 2018, when the U.S. Supreme Court issued its ruling in *Janus v. AFSCME Council 31*, 138. S. Ct. 2448 (2018). Carmen Berlingeri Pabón Unsworn Statement of November 20, 2023, Exh. 17.

137. As an affiliate of the Union and a member of the bargaining unit exclusively represented by the Union, Berlingeri received the additional \$25 monthly employer contribution to help pay for health insurance costs. Carmen Berlingeri Pabón Unsworn Statement of November 20, 2023, Exh. 17.

138. The Puerto Rico Police Bureau and the Union complied with Berlingeri's request, resulting in the cessation of dues deductions from her wages. Carmen Berlingeri Pabón Unsworn Statement of November 20, 2023, Exh. 17.

139. As soon as Berlingeri's dues deductions ceased, the Puerto Rico Police Bureau reduced her employer health insurance contribution by \$25 a month. Carmen Berlingeri Pabón Unsworn Statement of November 20, 2023, Exh. 17.

140. To this day, Berlingeri receives the base employer contribution of \$100 per month instead of the \$125 she received before her disaffiliation was processed. Carmen Berlingeri Pabón Unsworn Statement of November 20, 2023, Exh. 17.

141. Ortiz Rivera was an affiliate of the Union of Organized Civilian Employees on June 27, 2018, when the U.S. Supreme Court issued its ruling in *Janus v. AFSCME Council 31*, 138. S. Ct. 2448 (2018). As an affiliate of the Union and a member of the bargaining unit exclusively represented by the Union, Ortiz received the additional \$25 monthly employer contribution to help

pay for health insurance costs. Merab Ortiz Rivera Unsworn Statement of November 15, 2023, Exh. 18.

142. On October 6, 2021 Ortiz Rivera communicated to the Puerto Rico Police Bureau's Human Resources Office her desire to disaffiliate with the Union, submitting a disaffiliation form and requesting the cessation of dues deductions from her wages. Merab Ortiz Rivera Unsworn Statement of November 15, 2023, Exh. 18.

143. The Puerto Rico Police Bureau and the Union complied with Ortiz Rivera's request, resulting in the cessation of dues deductions from her wages. Merab Ortiz Rivera Unsworn Statement of November 15, 2023, Exh. 18.

144. As soon as Ortiz Rivera's dues deductions ceased, the Puerto Rico Police Bureau reduced her employer health insurance contribution by \$25 a month. Merab Ortiz Rivera Unsworn Statement of November 15, 2023, Exh. 18.

145. To this day, Ortiz Rivera receives the base employer contribution of \$100 per month instead of the \$125 she received before her disaffiliation was processed. Merab Ortiz Rivera Unsworn Statement of November 15, 2023, Exh. 18.

146. Cruz was an affiliate of the Union of Organized Civilian Employees on June 27, 2018, when the U.S. Supreme Court issued its ruling in *Janus v. AFSCME Council 31*, 138. S. Ct. 2448 (2018). Janet Cruz Berrios Unsworn Statement of November 15, 2023, Exh. 19.

147. As an affiliate of the Union and a member of the bargaining unit exclusively represented by the Union, Cruz received the additional \$25 monthly employer contribution to help pay for health insurance costs. Janet Cruz Berrios Unsworn Statement of November 15, 2023, Exh. 19.

148. On September 30, 2021 Cruz communicated to the Puerto Rico Police Bureau's Human Resources Office her desire to disaffiliate with the Union, submitting a disaffiliation form and

requesting the cessation of dues deductions from her wages. Janet Cruz Berrios Unsworn Statement of November 15, 2023, Exh. 19.

149. The Puerto Rico Police Bureau and the Union complied with Cruz's request, resulting in the cessation of dues deductions from her wages. Janet Cruz Berrios Unsworn Statement of November 15, 2023, Exh. 19.

150. As soon as Cruz's dues deductions ceased, the Puerto Rico Police Bureau reduced her employer health insurance contribution by \$25 a month. Janet Cruz Berrios Unsworn Statement of November 15, 2023, Exh. 19.

151. To this day, Cruz receives the base employer contribution of \$100 per month instead of the \$125 she received before her disaffiliation was processed. Janet Cruz Berrios Unsworn Statement of November 15, 2023, Exh. 19.

152. Puerto Rico Police Bureau employees that pay union dues receive the full \$125 monthly employer contribution for health insurance. Alvarado, 40 (4-8).

153. Puerto Rico Police Bureau employees that pay no union dues only receive the \$100 monthly employer contribution for health insurance. Alvarado, 40 (9-15).

154. Torres adjusted the monthly employer contributions for Puerto Rico Police Bureau employees Madeline Calderon Colón ("Calderon Colón") and Colón from \$125 to \$100 solely because of their decision to disaffiliate from the Union. PRPB's Supplemental Disclosures, Exh. 24, pg. 25.

D. The Nature of The Puerto Rico Police Bureau's Unlawful Coercion

155. Moure does not know of any union nonaffiliates who are receiving the \$25 additional employer contribution. Moure, 62 (18-22).

156. Moure learned of the unequal treatment when several employees were saying “you lost that benefit of the \$25.00” around the time Puerto Rico Police Bureau gave its employees the option to decline union affiliation. Moure, 60 (9-16).

157. Moure concluded that the additional employer contribution of \$25 per month was an exclusive benefit reserved for union members. Moure, 61 (19-21).

158. Méndez has never told López that the Puerto Rico Police Bureau is violating the terms of the collective bargaining agreement by failing to award all bargaining unit members the contractually mandated employer health insurance contribution amount of \$125. López, 14 (12-15).

159. Cruz’s paystub for the period beginning October 1, 2021 shows a \$62.50 employer contribution, totaling \$125 per month. Moure, 98 (4-8), Exh. 25 at p. 2.

160. The Puerto Rico Police Bureau’s Human Resources Office stamped as received Cruz’s union disaffiliation form on October 5, 2021. Moure, Exh. 25 at p. 1.

161. Cruz’s paystub for the period beginning October 16, 2021 shows a \$50 employer contribution, totaling \$100 per month. Moure, 99 (8-25), 100 (1-4), Exh. 25 at p. 3.

162. Cruz’s employer contribution decreased from \$125 to \$100 per month as a result of submitting a union disaffiliation form. Moure, 100 (5-11).

163. Moure considers denying benefits to union nonmembers based on the decision to disaffiliate to be an act of reprisal. Moure, 96 (16-21).

164. Denying benefits to employees because they dropped their union membership is considered worse treatment than the one union members receive. Moure, 96 (22-25), 100 (12-14), 103 (5-8), 105 (21-25), 109 (13-15), 111 (5-8), 112 (22-25), 117 (16-21).

165. Ortiz Rivera's paystub for the period beginning August 16, 2021, shows a \$62.50 employer contribution, totaling \$125 per month. Moure, 101 (3-25), 102 (1-5), Exh. 26 at p. 2.

166. The Puerto Rico Police Bureau's Human Resources Office stamped as received Merab Ortiz Rivera's union disaffiliation form on October 8, 2021. Moure, Exh. 26 at p. 1.

167. Ortiz Rivera's paystub for the period beginning December 1, 2021 shows a \$50 employer contribution, totaling \$100 per month. Moure, 102 (6-16), Exh. 26 at p. 3.

168. Ortiz Rivera's employer contribution decreased from \$125 to \$100 per month as a result of submitting a union disaffiliation form. Moure, 103 (1-4).

169. Ortiz González's paystub for the period beginning July 1, 2018, shows a \$62.50 employer contribution, totaling \$125 per month. Moure, 103 (13-25), 104 (1-18), Exh. 27 at p. 2.

170. The Puerto Rico Police Bureau's Human Resources Office stamped as received Ortiz González's union disaffiliation form on July 17, 2018. Moure, 105 (6-11), Exh. 27 at p. 1.

171. Ortiz González's paystub for the period beginning August 25, 2018 shows a \$50 employer contribution, totaling \$100 per month. Moure, 104 (19-25), 105 (1-5), Exh. 27 at p. 4.

172. Ortiz González's employer contribution decreased from \$125 to \$100 per month as a result of submitting a union disaffiliation form. Moure, 105 (17-20).

173. Whatts's paystub for the period beginning July 15, 2018, shows a \$62.50 employer contribution, totaling \$125 per month. Moure, 106 (9-16), Exh. 28 at p. 2.

174. The Puerto Rico Police Bureau's Human Resources Office stamped as received Whatts's union disaffiliation form on July 18, 2018. Moure, 106 (25), 107 (1-2), Exh. 28 at p. 1.

175. Whatts's paystub for the period beginning August 15, 2018, shows a \$50 employer contribution, totaling \$100 per month. Moure, 106 (17-24), Exh. 28 at p. 4.

176. Whatts's employer contribution decreased from \$125 to \$100 per month as a result of submitting a union disaffiliation form. Moure, 107 (7-10).

177. Carbonell's paystub for the period beginning July 15, 2018 shows a \$62.50 employer contribution, totaling \$125 per month. Moure 108 (1-5), Exh. 29 at p. 2.

178. The Puerto Rico Police Bureau's Human Resources Office stamped as received Carbonell's union disaffiliation form on July 18, 2018. Moure, 109 (3-5), Exh. 29 at p. 1.

179. Carbonell's paystub for the period beginning August 15, 2018, shows a \$50 employer contribution, totaling \$100 per month. Moure, 108 (9-13), Exh. 29 at p. 4.

180. Carbonell's employer contribution decreased from \$125 to \$100 per month solely as a result of submitting a union disaffiliation form. Moure, 109 (9-12).

181. Berlingeri's paystub for the period beginning September 16, 2021, shows a \$62.50 employer contribution, totaling \$125 per month. Moure, 109, (21-25), Exh. 30 at p. 2.

182. Berlingeri's union disaffiliation form is dated October 6, 2021. Moure, 110 (19-22), Exh. 30 at p. 1.

183. Berlingeri's paystub for the period beginning October 16, 2021, shows a \$50 employer contribution, totaling \$100 per month. Moure, 110 (11-18), Exh. 30 at p. 3.

184. Berlingeri's employer contribution decreased from \$125 to \$100 per month solely as a result of submitting a union disaffiliation form. Moure, 111 (1-4).

185. Nieves Hernandez's paystub for the period beginning July 31, 2018 shows a \$62.50 employer contribution, totaling \$125 per month. Moure, 111 (17-25), 112 (1-3), Exh. 31 at p. 1.

186. Nieves Hernandez's paystub for the period beginning August 15, 2018 shows a \$50 employer contribution, totaling \$100 per month. Moure, 112 (4-7), Exh. 31 at p. 2.

187. Nieves Hernandez's employer contribution decreased from \$125 to \$100 per month as a result of declining union affiliation. Moure, 112 (8-15); Nieves Hernandez's Unsworn Statement of November 15, 2023, Exh. 31.

188. Colón's paystub for the period beginning December 16, 2020, shows an employer contribution of \$125 per month. Moure, 116 (8-21), Exh. 32 at p. 1.

189. Colón's paystub for the period beginning December 16, 2021 shows an employer contribution of \$100 per month. Moure, 116 (22-25), 117 (1-6), Exh. 32 at p. 2.

190. Colón's employer contribution decreased from \$125 to \$100 per month as a result of submitting a union disaffiliation form. Moure, 117 (10-15); Colón's Unsworn Statement of November 15, 2023, Exh. 11.

E. The Puerto Rico Police Bureau Has Done Nothing to End its Unlawful Treatment of Plaintiffs & Employees Unaffiliated with the Union.

191. Mulero and Moure discussed the allegations in the Amended Complaint after Moure was appointed Human Resources director of the Puerto Rico Police Bureau. Mulero, 31 (9-18).

192. The Puerto Rico Police Bureau's Labor Relations Director, Brian P. Deese Cortes ("Deese"), who was among the email's recipients, came to Mulero's office after receiving Vanessa Carbonell's March 31, 2022 email. Mulero, 34 (1-16).

193. Deese told Mulero that he was going to be looking into Vanessa Carbonell's allegations. Mulero, 34 (1-8).

194. Mulero did not follow up with the Deese after the two spoke about the contents of Vanessa Carbonell's March 31, 2022 email. Mulero, 34 (9-13).

195. Mulero did not speak with anyone else about Vanessa Carbonell's March 31, 2022 email. Mulero, 34 (23-25).

196. Once a disaffiliation form is entered into the payroll system, the \$25 monthly additional employer contribution is eliminated for the disaffiliating employee. Mulero, 52 (3-6).

197. Mulero is not aware of any plans to put an end to the payroll system's reduction in the employer health insurance contribution for disaffiliating employees. Mulero, 53 (9-11).

198. Some employees brought to Torres' attention that they were not receiving the additional \$25 employer contribution for health insurance. Torres, 33 (7-19).

199. Torres estimates about ten employees brought the issue of a reduced employer health insurance contribution to her attention. Torres, 34 (3-4).

200. Torres testified that upon undertaking an investigation of employee concerns, Torres decided the employees were receiving the correct amounts. Torres, 35 (9-12).

201. Employees brought to Torres' attention that they were not receiving \$25 per month towards health insurance contributions via email. Torres, (14-17)

202. Torres testified that the employees eligible for the extra \$25 are the employees who are members of the union and who belong to the bargaining unit. Torres, 38 (6-7).

203. Carbonell complained to Torres about the reduced contribution. Torres, 38 (16).

204. Whatts complained to Torres about the reduced contribution. Torres, 39 (5-7).

205. Carbonell complained to Nieves Fuentes about not receiving the additional \$25 monthly employer contribution. Nieves Fuentes, 33 (22-25); 34 (1-6).

F. The Union's Involvement in the Puerto Rico Police Bureau's Discriminatory Scheme

206. Méndez informs the Puerto Rico Police Bureau's new civilian hires of the benefits of joining the Union at the new employees' place of work. Méndez, 46 (15-25), 47 (1-5).

207. Méndez meets with employees and mentions the total employer health insurance contribution of \$125 per month as a perk of membership in the Union. Méndez, 93 (6-22).

208. Méndez understands that civilian employees who are Union affiliates receive the additional employer health insurance contribution of \$25 per month. Méndez, 54 (7-10).

209. Méndez understands that employees get the additional employer contribution of \$25 per month by joining the Union. Méndez, 77 (12-15), 85 (5-8).

210. Méndez understands that unaffiliated employees receive an employer health insurance contribution of only \$100 per month. Méndez, 54 (20-22), 55 (2).

211. Méndez understands that the reason affiliates of the Union receive a total employer health insurance contribution of \$125 per month as opposed to \$100 is due to their affiliation with the Union. Méndez, 56 (15-21).

212. Méndez is aware bargaining unit members stopped receiving the additional employer health insurance contribution of \$25 once they disaffiliated from the Union. Méndez, 56 (24-25), 57 (1-3).

213. The Union manages a *Facebook* page that publishes posts on Union issues and the benefits employees can acquire for joining. Méndez, 25 (15-16).

214. A *Facebook* post attributed to the Union lists the additional employer contribution of \$25 per month as a perk of membership. Méndez, Ex. 22.

215. While Méndez denied the Union's authorship of the *Facebook* post, he confirmed the post's accuracy when the post identifies the \$25 monthly additional employer contribution as a benefit of Union affiliation. Méndez, 77 (22-25).

216. Méndez acknowledges that the Union is doing its part in enforcing and honoring the policy of awarding the additional employer contribution of \$25 per month only to affiliates of the Union. Méndez, 94 (14-17).

217. The Department of Public Safety shares policy changes involving unions with the relevant unions before those changes go into effect. Sánchez, 14 (2-19).

218. Méndez spoke with Sánchez when she was Puerto Rico Police Bureau Human Resources Manager at least 5 or 6 times in her office. Sánchez, 28 (9-14).

219. Méndez spoke with Sánchez when she was Puerto Rico Police Bureau Human Resources Manager several times over the phone. Sánchez, 28 (14-24).

220. Mendez had a meeting with Police Commissioner Henry Escalera, Associate Superintendent Alba Maldonado, and Sánchez sometime in 2019 to discuss various concerns of the Union. Sánchez, 33 (2-24).

G. Other Ways the Puerto Rico Police Bureau Mistreats Unaffiliated Civilian Employees, Coerces Them, and Allows Their Coercion to Affiliate with the Union.

221. Air conditioning outages are a recurring issue in the Puerto Rico Police Bureau's office building. Moure, 69 (25), 70 (1-4).

222. Union affiliates are permitted to leave work in cases of water, power, or air conditioning outages. Castro, 13 (13-25), 14 (1-4), 14 (12-15).

223. Union affiliates are permitted to leave work after 4 hours of air conditioning outage while non-affiliates are not. Moure, 70 (6-14).

224. The Commissioner makes the decision to let employees leave work in cases of air conditioning outages. Moure, 70 (20-23).

225. Upon notifying their supervisor, affiliates of the Union can take the rest of the day off without using leave in cases of an air conditioning outage lasting four hours. Méndez, 30 (6-10).

226. The ability for Union non-affiliates to leave work in cases of air conditioning outages without using leave is at the discretion of their supervisor. Méndez, 30 (11-14), 31 (13-17).

227. The Union only represents affiliates in grievance proceedings. Méndez, 43 (17-19).

228. A non-affiliated employee would need to join the Union if they want the Union's representation in a grievance proceeding. Méndez, 43 (20-23).

229. A *Facebook* post attributed to the Union lists the ability to leave work after a power or air conditioning outage of four hours as a perk of membership. Méndez, Exh. 22.

230. While Méndez denied the Union's authorship for the *Facebook* post, he confirmed its accuracy in naming leaving work after a power or air conditioning outage of four hours as a benefit of Union membership. Méndez, 78 (1-5), 78 (16-23).

231. Castro supervises Dumont. Castro, 10 (12-14).

232. On August 11, 2023, there was an outage of electricity and air conditioning. Castro, 27 (3-5), Exh. 9 at pp. 1-3.

233. The Puerto Rico Police Commissioner that day issued a directive ordering supervisors to take any possible remedial actions, including the use of fans, and relocating employees to other air-conditioned areas. Castro, Exh. 9 at pp. 1-3.

234. Should all remedial actions be exhausted, López ordered that employees belonging to the appropriate unit be sent home. Castro, Exh. 9 at pp. 1-3.

235. On August 11, 2023, Castro allowed union affiliates to leave work early with pay and without the need to take their laptops with them nor to work from home. Castro. 32, (6-20), 36 (22-25).

236. On August 11, 2023, Castro allowed nonmembers of the Union to leave work early but required them to keep working from home with their laptops. Castro. 32 (21-25), 33 (1-17).

237. Dumont was among the non-affiliated employees Castro allowed to leave work early to work from her home with her laptop. Castro, 35 (7-25), 36 (1-11).

238. Upon realizing only union members were allowed to go home early without the need to keep working remotely, Dumont filled out a form requesting the bargained-for benefits of Article 81 of the collective bargaining agreement. Castro, 37 (20-22).

239. After consulting Moure, Castro signed Dumont's form. Castro, 37 (11-22).

240. Castro did not inform any other Union nonmembers of their right to take the rest of the day off without the need to continue working remotely. Castro, 38 (18-25), 39 (1).

241. The reason Castro did not allow Union nonmembers to take the rest of the day off without the need to continue working remotely was solely because of their status as non-affiliates. Castro, 39 (5-15).

**H. The Puerto Rico Police Bureau Has No Plans to Stop Discriminating
Against its Unaffiliated Civilian Employees or to Stop Coercing them to
Affiliate with the Union.**

242. Sánchez is unaware of any investigations into alleged reprisals for union disaffiliation. Sánchez, 44 (17-18).

243. Torres is not aware of any investigations into retaliation. Torres, 46 (7-8).

244. Moure did not consider it odd for union nonmembers to receive a reduced employer contribution because she thought it was legal. Moure, 59 (23-25), 60 (1-3).

245. Moure does not know of any steps that have been taken to fix the unequal treatment of civilian employees regarding the denial of the additional employer contribution based on union membership status. Moure, 63 (18-25).

246. Moure has not taken any steps to make sure that there are no reprisals for people deciding to drop their membership in the Union. Moure, 95 (2-5).

247. The policies regarding the treatment of employees come from the Commissioner of the Puerto Rico Police Bureau. López, 17 (5-9).

248. During an in-person conversation with López, Mulero raised the topic of civilian employees receiving a reduced amount of employer contribution. López, 26 (23-25), 27 (1-2).

249. López was “concerned” with the notion of unaffiliated civilian employees receiving a reduced amount of employer contribution. López, 27 (19-25).

250. López told Mulero “to look at everything having to do with the situation” of unaffiliated civilian employees receiving a reduced amount of employer contribution and “to look and see if there are alternatives.” López, 28 (15-20).

251. López has not followed up with Mulero nor has he had any further conversations with her about the topic of civilian employees receiving a reduced employer contribution. López, 35 (20-25), 36 (1-3).

252. López is not aware of any investigations into the unequal treatment of employees that have submitted disaffiliation forms. López, 30 (11-14).

253. Mulero states that Commissioner López has no authority to take any action to remedy the reduced employer contribution unaffiliated civilian employees receive because he does “not manage the budget.” Mulero, 48 (23-25), 49 (1-17).

254. Despite the Commissioner’s inability to remedy the unequal treatment regarding employer contribution amounts, he can recommend remedial action to the Secretary of the Department of Public Safety. Mulero, 49 (18-22).

255. Mulero did not advise Commissioner López to recommend any remedial action to the Secretary of the Department of Public Safety. Mulero, 49 (23-25).

256. When payroll officers receive a disaffiliation form, they cancel the union dues deductions. Torres, 47 (7).

257. Sánchez considered her work complying with *Janus* to be a very minor project. Sánchez, 70 (14-24).

I. Additional Uncontested Material Facts.

258. As an affiliate of the Union and a member of the bargaining unit exclusively represented by the Union, Ortiz Rivera received the additional \$25 monthly employer contribution to help pay for health insurance costs. Merab Ortiz Rivera Unsworn Statement of November 15, 2023, Exh. 18.

259. On October 6, 2021, Berlingeri communicated to the Puerto Rico Police Bureau's Human Resources Office her desire to disaffiliate with the Union, submitting a disaffiliation form and requesting the cessation of dues deductions from my wages. Carmen Berlingeri Pabón Unsworn Statement of November 20, 2023, Exh. 17.

260. Quiñones's paystub for the period beginning March 16, 2018 shows a \$62.50 employer contribution, totaling \$125 per month. Plaintiffs' Response to Request for Production of Documents, Exh. 35, pg. 2.

261. Quiñones's paystub for the period beginning October 16, 2020 shows an employer contribution of \$100 per month. Plaintiffs' Response to Request for Production of Documents, Exh. 35, pg. 1.

262. The disaffiliation forms Plaintiffs submitted state: "No acts of retaliation shall be taken against the person that chooses to disaffiliate from the union representative. Any act of retaliation shall be promptly investigated pursuant to law." Exh. 34.

263. Information Systems of the Puerto Rico Police Bureau made available the disaffiliation forms with instructions about what to do with it by emailing employees of the Puerto Rico Police Bureau. Sánchez, 45 (12-21).

264. All Puerto Rico Police Bureau Employees were instructed via an email from Information Systems that disaffiliation forms would be made available in the Bureau's Human Resources Office. Sánchez, 44 (23-25); 45 (1-21).

IT IS RESPECTFULLY CERTIFIED that the undersigned counsel electronically filed the foregoing Statement of Uncontested Material Facts with the Clerk of court using the CM/ECF system, which will send notification of such filing to all parties and attorneys of record.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this 19th day of January, 2024.

s/Ángel J. Valencia-Gatell

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