

UNION AVOIDANCE BEGINS BEFORE A UNION IS AT THE DOOR

By: Luis E. Palou Balsa

The National Labor Relations Act ("NLRA") establishes the rights of employees to self-organize, form, join or assist a labor organization, and to bargain collectively with their employer about terms and conditions of employment through representatives of their own choosing. The NLRA also provides that an employer has a right to refuse to recognize a labor organization or union which attempts to represent its employees unless the union wins a secret ballot election conducted by the National Labor Relations Board. In fact, an employer who believes that their employees are better off without a union must not sit by passively when an attempt is made by a union to organize its employees.

Since the NLRA imposes some limits on the employer's conduct during a union's organizational campaign, the best way to defeat the campaign is to make unionization unnecessary to the employees in the first place. Unions normally enter a workplace by promising the employees that they will be able to get them better terms and conditions of employment and, most importantly, that they will be there to help them with their economic and non-economic needs that management has failed to adequately address. Therefore, an employer can help avoid a union by effectively addressing those needs

before a union campaign even starts, but clearly, in order to do that, the employer has to first know what the needs of its employees are.

Employees may have particular issues or needs they wish to address with their employer and these can be of various types. For purposes of this article, these needs will be classified under three general areas: benefits, security and leadership.

Employee Benefits

The benefits are the economic aspects of an employment relationship, including wages, benefits mandated by law and other fringe benefits. It may be that this is not the primary need of the employees, but it certainly is very important and employees are constantly comparing themselves with others in the same industry and geographic area. Ideally, an employer should provide competitive benefits to its employees in comparison to other employers in the same industry or geographic area, or at least have a reasonable explanation that is known to employees for benefits that are lower than those of other employers.

Job Security and Fair Treatment

It is natural that individuals feel better when they are in employment

relationships that are stable and secure, and also where their employer treats them with respect and fairness. In fact, nothing will motivate an employee more to go to a union than the belief that he or she is not being treated fairly by the employer. An employer must be fair and consistent in all its dealings with its employees, which includes making decisions based on work performance

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and not friendship, favoritism or other arbitrary reasons. Moreover, employees will feel more secure as to their future with the Company if their employer hires within the Company for higher level positions, since this demonstrates that their employer promotes long term relationships with its employees. However, there may be no future if the employees do not feel appreciated by their employer in the present. Additionally, if the employees feel that they do not have the necessary preparation to do a job well done, they will also feel insecure about their future with the Company. Therefore, employees must be provided adequate training and regularly be given feedback on their performance. In this feedback, the areas of improvement should be addressed, but it is more important to concentrate on the things that the employee is doing well in order to strengthen the employment relationship and the employee's self-confidence through positive reinforcement. If written evaluations are given, supervisors must be consistent in the application of evaluation standards.

Leadership

An employer who has managers or supervisors who are unable to earn the respect of employees for their ability to run the operation responsibly and efficiently may be closer to a unionization drive than an employer that offers less benefits or job security, but has true leaders in management. The reason is that employee loyalty and morale thrive when there is true management leadership and good communication skills, but when there is lack of these, employees are susceptible to the leadership offered by others, including a union.

In order to foster good leadership, management must have an open line of effective communication with its employees so that the Company's policies are effectively conveyed and

employee problems are addressed with a desire to find reasonable and fair solutions. Employees should also be kept informed of management's actions and plans for the ongoing success of the Company and the employees should feel free to ask any questions about them. These lines of communication may be attainable by implementing open door policies at all levels of management and procedures where employees submit issues to be considered by management. However, it is of utmost importance that the issues raised by the employees be truly addressed in these procedures and that they not merely serve as a deposit for employee questions that will not be answered.

Management should not only strive to earn the respect of its employees for its ability to run the operation responsibly and efficiently, but also must require high quality performance of itself, its supervisory staff and its employees. Any employee with a true desire to excel and perform at the best of his or her capabilities will not be happy with a fellow worker that performs below acceptable levels and is irresponsible. Therefore, employees welcome an active supervision of those non-performing employees, who usually are the most susceptible to union representation.

It should be clear that the employees always have a right to join a labor organization, but an employer who believes that its employees are better off without a union, must not wait until a labor organizational drive is already at its door to evaluate the reasons for it. Instead, an employer should regularly evaluate how it stands in the treatment of the employee needs described above and, if it finds that certain needs have not been adequately addressed, it should immediately correct the situation. This may serve as a protective shield to any union's attempt to enter your workplace. ■

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TRUTH OR CONSEQUENCE IN DISCIPLINARY INVESTIGATIONS

By: James D. Noël III

Employers routinely have to investigate employee complaints. During a typical investigation an employer will first carry out a detailed interview of the person who made the complaint and then of witnesses and the alleged offender. The record of the investigation becomes an important piece of evidence in the event of a lawsuit by an employee who has been disciplined. Moreover, an employer does not have to show that everything that was said during the investigation was true, it is enough to show that it believed what was said by the alleged victim and/or others, rather than the offender's version of the facts.

Recently the importance of a good record of the investigation came up in a case where the District Court for the District of Puerto Rico (the District Court) entered a Summary Judgment for the employer. In Ronda-Perez v. Banco Bilbao Vizcaya Argentaria-Puerto Rico, Appeal No. 04-2087, _____ F.3d. _____ (1st Cir., April 13, 2005) the plaintiff, a 54 year old branch manager who was terminated from his employment and replaced by a 42 year old woman after an investigation by a Human Resources officer of a complaint against him by another employee, filed an age discrimination lawsuit against his former employer. The facts can be summarized as follows:

The company received a complaint regarding the plaintiff from a fellow employee. She had alleged that the plaintiff: a) "regularly made comments about the physical attributes of female customers entering the bank"; b) had "disclosed the bankruptcy filing of a client and former branch manager"; c) had "discussed an employee's evaluation with a client"; d) had "not been active in seeking to increase bank business"; and e) "had meddled with the personal lives of herself and a coworker".

A Human Resources officer interviewed the complainant and three other employees. He carried out two rounds of interviews. After the two rounds of interviews, he met with the plaintiff to review the charges.

The Human Resources officer recommended termination based on his conclusion that "plaintiff's conduct had a negative impact on the work environment of the branch, that his comments and conduct had exposed the bank to liability, and that he had violated the bank's policies against sexual harassment and confidentiality of information." This report was accepted and implemented by the employer.

In Ronda Perez the plaintiff was 54 years old and was succeeded by a 42 year-old person, which is sufficient for a prima facie case, though the Court of Appeals for the First Circuit said that it had no information about the "background or experience" of the person who substituted the plaintiff.

If a plaintiff shows a "logical connection" between the elements of the prima facie case and age, then the employer has to rebut the prima facie case by articulating "a legitimate, non-discriminatory reason" for the employment action. The plaintiff then has to show that the explanation was actually a sham or pretext to cover for what in reality was discriminatory intent.

Plaintiff contended that he could show that some of the information on which Frías relied was false and that from this the Court could conclude that there was discriminatory intent in the decision to terminate his employment. He relied on the case of Reeves v. Sanderson Plumbing Products, Inc., 530 U.S. 133 (2000), 530 U.S. 133, 120 S. Ct. 2097, 120 S. Ct. 2097; 147 L. Ed. 2d 105 (2000). In that case the Supreme Court of the United States decided that under certain circumstances plaintiffs do not have to prove discriminatory intent during the third stage of the prima facie test if a defendant's proffered non-discriminatory reason during the second stage is proven to be false. Justice O'Connor, writing for a unanimous Court, held that if the employer's explanation is proven false, it is permissible for the trier of fact to infer the ultimate fact of discrimination.

However, as further explained in Reeves: "The ultimate question is whether the

employer intentionally discriminated, and proof that the employer's proffered reason is unpersuasive, or even obviously contrived..., does not necessarily establish that plaintiff's proffered reason is correct."

In Ronda-Perez, the Court said that the evidence pointing to age discrimination were "conclusory statements about his employer 'taking out' two other older managers, but he acknowledged that he did not know why they were terminated or who was responsible for the decisions." The employer presented evidence that the interviewed employees "generally agreed with the instigating employee" and that the investigator had determined that the employees were credible.

In Ronda-Perez the Court found that the existence of chinks in the employer's reasons for termination was not sufficient to suggest that there had been an effort to deceive or cover up a discriminatory motive. It said:

The question is not whether plaintiff's or his fellow employees' version is the true one, but whether the Human Resources officer and his superiors believed what he had been told by those he interviewed. See Zapata-Matos, 277 F.3d at 45-46 ("[T]he ultimate question is not whether the explanation was false, but whether discrimination was the cause of the termination."); Mulero-Rodríguez v. Ponte, Inc., 98 F.3d 670, 674 (1st Cir. 1996) ("[T]he issue is not whether [the employer's] reasons ... were real, but merely whether the decisionmakers . . . believed them to be real.")

In sum, if you carry out a careful investigation, and it later turns out that some of the information provided to you was not correct, you may still successfully defend yourself from a lawsuit under the ADEA, so long as the plaintiff does not have proof of intent to discriminate and you in good faith believed that the information relied upon for termination was correct, based on a solid investigative record. ■

HOW CAN YOU PROTECT AGAINST LIABILITY FOR A SUPERVISOR'S HARASSMENT?

By: Radamés (Rudy) A. Torruella
and Katherine González

Many lawsuits originate in the workplace. Those involving sexual and other types of harassment or hostile environment are increasingly costly. Thus, it is important to revisit basic principles of sexual harassment law and what it takes for your business to be relatively safe from liability for sexual harassment which comes from supervisors.¹ This should not be overlooked in today's ever growing litigious society.

Sexual harassment is a form of federally prohibited sex discrimination. Local anti-discrimination statutes also provide protection against sexual and other types of harassment. The two variations of sexual harassment that both federal and local courts have recognized are quid pro quo and hostile environment.²

Until not too long ago, determinations of liability in sexual harassment federal cases depended primarily on which of these two types of harassment had occurred. However, in 1998, the United States Supreme Court ("the Supreme Court") issued three very important opinions addressing sexual harassment. The three have been referred to as the 1998 Sexual Harassment Trilogy. Two of these, Faragher v. City of Boca Raton, 524 U.S. 775 (1998) and Burlington Industries, Inc. v. Ellerth, 524 U.S. 742 (1998), addressed the standard for employer's liability when the harasser is a supervisor. In these two cases,

the Supreme Court determined that an employer was vicariously liable for harassment carried out by a supervisor. However, if the victim had not suffered "a tangible employment action," the employer had an affirmative defense available if two conditions were met.³

These were: (1) that the employer had taken reasonable care to prevent and/or correct promptly any sexually harassing behaviour; and (2) that the victim had unreasonably failed to take advantage of the available corrective or preventive opportunities or to avoid harm.⁴

Considering the above, the first question an employer should ask is whether actionable sexual harassment has occurred. For sexual harassment to be actionable it must involve a physical and/or verbal unwelcome conduct based on sex; the conduct must be so severe and pervasive as to alter the victim's terms and conditions of employment; and the conduct must be "unwelcomed."

As defined in the Ellerth and Faragher decisions, a "tangible employment action"⁵ is "a significant change in employment status, such as hiring, firing, failing to promote, reassignment with significantly different responsibilities, or a decision causing a significant change in benefits."

If the victim is harassed by a supervisor and was subject to a tangible employment action, the employer is vicariously liable and has no affirmative defense available. Thus, when faced with a situation that may seem to involve actionable harassment, employers must be extremely cautious and **not take** any tangible employment action against the affected employee.

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On the other hand, assuming no tangible employment action has occurred, the Faragher/Ellerth affirmative defense is available to the employer. Two requirements must be met in order for the affirmative defense to be available. Expressed as a question, the first one is: did the employer exercise reasonable care to avoid and correct promptly any sexually harassing behavior? The second question is: did the employee subject to harassment unreasonably fail to take advantage of the available corrective or preventive opportunities or to avoid harm otherwise? When these two questions are answered in the affirmative, the employer will have an affirmative defense which ought to protect it from liability.

Finally, the employer's success toward avoiding sexual harassment liability today will greatly depend on whether it had adopted, and consistently and uniformly enforced, an anti-harassment policy and complaint procedure. In general, the policy and procedure should, at least, include the following elements:

- A clear definition of the prohibited conduct, including hostile work environment and sexual harassment. All protected categories, such as age, race, color, national origin and religious beliefs, among others, should be covered by the policy.
- A statement that guarantees protection against retaliation to employees who complain or provide information about incidents.
- A clear and specific grievance procedure that directs employees to only two or three designated

individuals, preferably within the employer's Human Resources Department, for complaints. It should not direct the employee to just any supervisor or member of management.

- A statement that the complaint and the investigation will be kept confidential, to the extent possible.
- A procedure that provides for a quick, exhaustive, and fair investigation of every complaint regarding a hostile work environment, sexual harassment, or harassment related to any other protected category.
- A statement that the employer will take immediate and appropriate remedial and/or preventive action when it concludes that harassment has occurred. Action consistent with this statement.
- A statement that employees who violate the policy will be subject to disciplinary action including possible termination.
- A statement whereby each employee acknowledges receipt and understanding of the policy.

To effectively implement the policy, in addition to addressing the above elements, employers should observe the following basic steps: (1) timely disseminate the policy among existing and new employees; (2) periodically remind employees about the existence of the policy and the applicable grievance procedure; (3) periodically provide guidance and/or training, to all employees, but particularly to managers and supervisors, about the policy and

the procedure; (4) be consistent and uniform in applying the policy; (5) immediately investigate and bring all investigations to a prompt conclusion; and (6) follow-up on corrective and/or preventive measures.

Remember that the application of the policy, the manner in which the investigation is conducted, and the determination of the appropriate action, will depend on the specific circumstances of each case.

By following the above guidelines, an employer will significantly reduce the risk of successful claims for harassment. ■

1. *There is some difference in the standards for liability between the harassment that comes from supervisors and that which comes from co-employees and/or visitors. This article does not cover the latter. However, the "supervisor standards" are more restrictive to the employer.*

Thus, if the employer complies with the "supervisor harassment standards" it is probably pretty well covered for co-employees and visitors harassment.

2. **Quid pro quo** harassment usually involves a supervisor's conditioning of a subordinate's job benefits to the granting of sexual favors; or it may involve the intimidation of the subordinate with an adverse employment action for refusal to grant sexual favors. **Hostile work environment** generally entails harassing comments or actions which are so severe and pervasive as to alter the employee's terms and conditions of employment.

Federal courts have afforded protection against hostile work environment harassment based in "protected categories" such as gender, age, race, and national origin.

3. *Puerto Rico has its own anti-sexual harassment statute: Act 17 of April 22, 1988 ("Act 17").*

Many opine that Act 17 contains a standard of absolute responsibility of the employer when the harassment comes from a supervisor. Others, like the author, hold a different opinion. This issue has not yet been judicially resolved.

4. *The third case of the Trilogy, Oncale v. Sundowner Offshore Servs., 523 U.S. 75 (1998), dealt with same sex harassment. This topic is not the subject of this article.*

5. *This term has also been referred to as an "adverse employment action" or an "adverse job consequence".*

HEALTH PLAN CONTINUATION: A SUMMARY OF REQUIREMENTS UNDER USERRA AND COBRA

by: Juan Felipe Santos

There are two federal statutes that provide health plan continuation rights to employees. The first, the Uniform Services Employment and Reemployment Rights Act of 1994, as amended, (“USERRA”) establishes certain rights for employees who serve in the “uniformed services.” USERRA provides continued coverage under group health plans to employees that are absent from work due to uniformed services.

The second, the Consolidated Omnibus Budget Reconciliation Act of 1986 (“COBRA”), as amended, establishes that certain individuals, who might otherwise lose coverage under a group health plan, be offered the right to elect to continue coverage for a limited time.

In regard to an employee’s health plan continuation requirements, employers should be aware that complying with COBRA does not necessarily mean that they are complying with USERRA. That is, although both statutes are similar regarding the benefits that they provide, they also have different requirements and provisions regarding the health plan coverage.

The following are the principal differences between USERRA’s and COBRA’s health plan continuation requirements:

- USERRA applies to all employers, regardless of the size of the employer’s business. COBRA applies only to those employers with 20 or more employees on a typical business day during the preceding year.

An employer should be mindful that employees under military leave have health plan continuation rights under two federal statutes: USERRA and COBRA. An employer should inform its employees of their rights under both statutes and should fully comply with both of them

- USERRA health care continuation coverage must only be provided for up to a maximum of the lesser of 24 months (or 18 months for individuals who elected coverage before December 10, 2004)¹ or the period of military service. There is no extension of the coverage period due to disability determinations or multiple qualifying events, as is the case under COBRA.
- USERRA, compared to COBRA, has different premium payment requirements. Under USERRA, if an individual is in the military for less than 31 days, the employer cannot require payment of more than the regular employee contribution, if any, for group health coverage. If the military service lasts for 31 or more days, the plan may require payment of up to 102 percent of the full premium (the same as under COBRA premium).
- Under COBRA, each qualified beneficiary has a separate right to continue coverage under the employer health plan. This right does not exist under USERRA, as only the service member has the right to elect to continue coverage pursuant to the statute. Thus, if a covered employee is offered USERRA continuation coverage right and turns it down, that does not mean that the employer plan can refuse to offer COBRA coverage rights to all qualified beneficiaries.
- USERRA, as opposed to COBRA, does not include any provisions

on issues like election period. That is, the COBRA election period is, generally, 60 days after the qualifying event or, if later, the date that the COBRA election notice is provided. However, USERRA does not specify an election period.

- USERRA coverage is an “alternative coverage” for COBRA purposes. That is, USERRA and COBRA coverage periods generally run concurrently. Nonetheless, an employer can be more generous and offer military service members consecutive coverage (USERRA

coverage plus a full period of COBRA coverage).

- USERRA does not indicate when premium payments are due. In contrast, COBRA provides that a plan may not require payment of the initial premium earlier than 45 days after continuation coverage is elected, and a grace period of at least 30 days applies to subsequent premium payments.

In sum, an employer should be mindful that employees under military leave have health plan continuation rights

under two federal statutes: USERRA and COBRA. An employer should inform its employees of their rights under both statutes and should fully comply with both of them. If you have any inquiry regarding this matter, please do not hesitate to contact members of our Labor and Employment Law Department to assist you. ■

1. The coverage period was extended to 24 months as a result of an amendment to USERRA effective on December 10, 2004. See related article in this edition of Labor Perspectives.

AMENDMENTS TO USERRA CREATE NEW OBLIGATIONS FOR EMPLOYERS

by: Sandra L. Negrón Monge

On December 10, 2004, President George W. Bush signed into law the Veterans Benefits Improvement Act of 2004 (“the 2004 Act”); this law amends the Uniform Services Employment and Reemployment Rights Act of 1994 (“USERRA”). The 2004 Act creates posting obligations for employers and expands the rights and benefits of veterans.

First, the new law requires employers to provide a notice of the employees’ rights and benefits and the employer’s obligations under USERRA. The 2004 amendment clarifies that the notice requirement may be met by posting it where the employer customarily places notices for employees. This requirement became effective on March 10, 2005.

The 2004 Act also extends from 18 months to 24 months the maximum period for which an employee and

his or her dependants may elect to continue employer-sponsored health insurance coverage. Under USERRA, an employee who has coverage under

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an employer’s health plan and is absent from work because of service in the uniformed services is entitled to elect to continue his or her employer-sponsored health insurance coverage, including dependant coverage, during an absence of up to 18 months. The maximum period of coverage for such an employee and his or her dependants is now the lesser of 24 months beginning on the day when the employee’s absence begins or beginning on the day after the date on which the employee fails to apply for or return to a position of employment. This amendment applies to elections made on or after December 10, 2004. Employees enjoying benefits prior to that date cannot benefit from the 24 month coverage period. Employers should amend the language of their group health insurance plans, and of the corresponding summary plan descriptions, to reflect the changes incorporated by the 2004 Act. ■

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