STATE OF CALIFORNIA

AGRICULTURAL LABOR RELATIONS BOARD

BRUCE CHURCH, INC., Respondent, and UNITED FARM WORKERS OF AMERICA, AFL-CIO, Charging Party.	)	Case No. 76-CE-124-E 9 ALRB No. 19

SUPPLEMENTARY DECISION AND ORDER

On June 29, 1979, the Agricultural Labor Relations Board (Board) issued a Decision and Order in this proceeding (5 ALRB No. 45), concluding, inter alia, that Respondent Bruce Church, Inc., had discriminatorily discharged employee Jose Rosales, in violation of Labor Code section 1153(c) and (a),[1/] in early October 1976. The Board ordered Respondent to reinstate Rosales to "... a loader's job or comparable employment ...." and make him whole for all losses of pay and other economic losses he suffered as a result of his discriminatory discharge.

On April 19 and 20, 1982, a hearing was held before Administrative Law Judge[2/] (ALJ) Thomas Sobel for the purpose

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[1/] All section references herein are to the California Labor Code unless otherwise specified.

[2/] At the time of the issuance of the ALJ's Decision, all ALJ's were referred to as Administrative Law Officers. (See Cal. Admin. Code, tit. 8, § 20125, amended eff. Jan. 30, 1983.)

of determining the amount of backpay due Rosales.[3/] Thereafter, on July 30, 1982, the ALJ issued the attached Supplemental Decision on backpay. Respondent, General Counsel, and the Charging Party each timely filed exceptions and a supporting brief, and the General Counsel filed a reply brief.

Pursuant to the provisions of section 1146 of the Agricultural Labor Relations Act (Act), the Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the ALJ's Supplemental Decision in light of the exceptions and briefs and has decided to affirm the ALJ's rulings,[4/] findings, and conclusions as modified herein, and to adopt his recommended Order

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[3/] The ALJ found that the backpay period commenced on October 11, 1976, and the parties stipulated that Respondent's liability was tolled on November 6, 1980. The ALJ found that Respondent's liability was also tolled from October 1976 to January 1977 as Rosales did not diligently seek work during that period.

[4/] The ALJ declined to rule on the General Counsel's motion to adjust the backpay award for inflation. Although the Board generally rejected the concept of an inflation factor in Lu-Ette Farms, Inc., (1982) 8 ALRB No. 55, we adopted the practice of periodically adjusting the interest rate on backpay awards. (See Florida Steel Corp. (1977) 231 NLRB 651 [96 LRRM 1070].) In High & Mighty Farms (1982) 8 ALRB No. 100, we held that where a petition for review of our decision is summarily denied, this Board is free to modify its original remedial Order as though no appeal had been filed. Although the Board has authority to modify its remedial Orders, under these circumstances, in any manner necessary to effectuate the policies of the Act, we chose to modify the interest rate in High & Mighty prospectively only. The decision to give prospective effect to that modification was based on our concern over the potential increase in litigation of our Orders and the resulting delay in payment of backpay to discriminatees. As these policy considerations apply equally to the instant case, in which Respondent's petition for review was summarily denied, we shall order Respondent to pay interest on any backpay owed in accordance with our decision in Lu-Ette Farms from the date of issuance of our Order attached hereto.

with modifications.

Backpay for Work in Salinas

Rosales' work history indicates that he worked for Respondent in Respondent's Salinas lettuce harvest for five months in 1973, five months in 1974, and for one month in 1975. Rosales testified, however, that he would have worked for Respondent in Salinas during the backpay period (1977, 1978, 1979, and 1980), but for his discharge.

The ALJ held that Rosales' work history from 1973 to 1976 must be taken into account in computing the backpay owed to him, given the general fluctuations in agricultural employment patterns. The ALJ therefore took the total amount Rosales earned in 1973, 1974, and 1975, divided by three (3) to obtain an average yearly earnings figure, and then divided by the five and one half ($5\frac{1}{2}$) months in the Salinas season and obtained a monthly average earnings figure of $441.40. That monthly figure was thereafter used by the ALJ, instead of the daily gross backpay amount proposed by the General Counsel, as the measure of Respondent's gross backpay liability to Rosales for each month of the Salinas season during the backpay period.

We find it more appropriate to measure Respondent's gross backpay liability by the daily earnings of a representative employee in Rosales' crew. We consider the ALJ's averaging technique too speculative, given the facts of this case. Rosales worked for Respondent the entire season in Salinas in 1973 and 1974, then worked one month in Salinas in 1975. We do not find it reasonable to assume from that history that Rosales would

not have worked for Respondent in Salinas at all during the backpay period, nor is it reasonable to create an average from such an uneven history. Since the discriminatee testified that he would have worked in Salinas during the backpay period and since Respondent has countered that testimony only with unpersuasive arguments, we find that Respondent has failed to prove that Rosales is not entitled to backpay equal to the daily wages earned by a representative lettuce-harvest employee from Rosales' former crew, as stipulated by the parties.

Deduction of Interim Earning From Gross Backpay

In High & Mighty Farms, supra, 8 ALRB No. 100, we reaffirmed our conclusion that computation of net backpay on a daily basis (i.e., reducing the gross backpay that a discriminatee would have earned absent the discrimination by the amount he earned on the same day from an interim job), is reasonable and appropriate, given the sporadic work patterns of agricultural employees. We also held in High & Mighty that the respondent has the burden of producing evidence of interim earnings, or other factors in diminution of gross backpay, in a form that can be compared to the gross backpay figures. Where the respondent provides interim earnings data in weekly, monthly, or other nondaily form, without proof that such data were the only data available, we shall convert the nondaily data into daily data based on either a six-day work week (excluding Sundays) or the interim employer's regular work week if less than six days.

In the instant case, General Counsel offered daily gross backpay data for the entire backpay period. Evidence of

interim earnings was introduced by Respondent in various forms; daily, weekly, monthly, and annually. However, as Respondent failed to prove that daily interim earnings data were unavailable, we have converted all the interim earnings in this case to daily figures based on a six-day work week and deducted those interim earnings on a daily basis from the daily gross backpay data. (See Appendix A.)

ORDER

Pursuant to Labor Code section 1160.3, the Agricultural Labor Relations Board hereby orders that Respondent Bruce Church, Inc., its officers agents, successors, and assigns, shall pay to Jose Rosales the amount of $48,099.83, plus interest computed at the rate of seven (7) per cent per annum until the date of this Order, and thereafter computed in accordance with our Decision and Order in Lu-Ette Farms, Inc. (1982) 8 ALRB No. 55.

Dated: April 21, 1983

JOHN P. McCARTHY, Member

JEROME R. WALDIE, Member

JORGE CARRILLO, Member

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BACKPAY COMPUTATION WORKSHEET

EMPLOYEE NAME: [illegible] SSAN:

Case Name and No: [illegible]

Year: 1977 Quarter: 1 2 Month: 3 4 5 6

	Date/ Hours Worked	Employer		Gross Backpay	Interim Earnings (-)	Total (=)	Expenses (+)	Net Backpay (=)
1				0	0			0
2				0	0			0
3		Mike Durnak		7933	2174			5815
4		Mike Durnak		7931	2646			5285
5		Mike Durnak		0	3024			0
6				0	0			0
7		Mike Durnak		8750	2646			6104
8		Mike Durnak		7342	2457			4885
9		Mike Durnak		7624	3024			4600
10		Mike Durnak		6177	2363			3816
11		Mike Durnak		7201	3024			4177
12				5112	0			5112
13		Mike Durnak		0	1890			0
14		Mike Durnak		8184	2268			5916
15				2844	0			2844
16				5757	0			5757
17				7936	0			7936
18				8745	0			8745
19		Butte View		4186	2177			2009
20				0	0			0
21		Butte View		6220	2177			4043
22		Butte View		7201	2177			5024
23		Butte View		5389	2177			3212
24		Butte View		4232	2177			2055
25		Butte View		4384	2177			2207
26		Butte View		0	2177			0
27				0	0			0
28		Butte View		5774	2177			3597
29								
30								
31								
32								
33								
34								
35								
36				APPENDIX - A				
37								
38								
39								
40								
				129040	35841			93199

BACKPAY COMPUTATION WORKSHEET

EMPLOYEE NAME: [illegible] SSAN:

Case Name and No: Butte View, 76-[illegible]

Year: 1977 Quarter: 1 Month: [illegible]

	Date/ Hours Worked	Employer	1	2 Gross Backpay	3 Interim Earnings (-)	4 Total (=)	5 Expenses (+)	6 Net Backpay (=)
1		Butte View		4416	2177			2239
2		Butte View		7015	3442			3573
3		Butte View		Ø	3442			Ø
4		Butte View		6152	3442			2710
5		Butte View		4895	3442			1453
6				Ø	Ø			Ø
7		Butte View		5284	3442			1842
8		Butte View		5059	3442			1617
9		Butte View		5774	3442			2332
10		Butte View		5611	3442			2169
11		Butte View		Ø	3442			Ø
12		Butte View		Ø	3442			Ø
13				Ø	Ø			Ø
14		Butte View		Ø	3442			Ø
15		Butte View		Ø	3442			Ø
16				Ø	Ø			Ø
17				Ø	Ø			Ø
18				Ø	Ø			Ø
19				Ø	Ø			Ø
20		Butte View		Ø	3325			Ø
21		Butte View		5923	3325			2598
22		Butte View		6458	3325			3133
23				5882	Ø			5882
24		Butte View		6367	4200			2167
25		Butte View		6890	4200			2690
26		Butte View		Ø	4200			Ø
27				Ø	Ø			Ø
28		Butte View		5523	4200			1323
29		Butte View		4441	4200			241
30		Butte View		5433	2742			2691
31		Butte View		4633	2742			1891
32								
33								
34								
35								
36								
37								
38								
39								
40								
				158825	55205			40620

BACKPAY COMPUTATION WORKSHEET

EMPLOYEE NAME: Jan Korpis SSAN:

Case Name and No: Butte Opinion, Inc, 76-CE-124-E

Year: 1977 Quarter: Month: April

	Date/ Hours Worked	Employer	1	2 Gross Backpay	3 Interim Earnings (-)	4 Total (=)	5 Expenses (+)	6 Net Backpay (=)
1		Butte View		7373	2742			4651
2		Butte View		0	2742			0
3				0	0			0
4		Butte View		8978	2742			6236
5		Butte View		8210	2742			5468
6		Butte View		5748	3500			2248
7		Butte View		5805	3500			2305
8		Butte View		4503	3500			1003
9		Butte View		0	3500			0
10				0	0			0
11		Butte View		8142	3500			4642
12		Butte View		5178	3500			1678
13		Butte View		4480	3780			700
14		Butte View		8735	3780			4955
15		Butte View		5798	3780			2018
16		Butte View		7872	3780			4092
17				0	0			0
18		Butte View		6023	3780			2243
19		Butte View		4555	3780			775
20		Butte View		6891	3930			2961
21		Butte View		4044	3930			114
22		Butte View		8427	3930			4497
23		Butte View		6560	3930			2630
24				0	0			0
25		Butte View		7573	3930			3643
26		Butte View		5676	3930			1746
27				4719	0			4719
28		Butte View		6150	3930			2220
29		Butte View		2476	3930			0
30		Butte View		0	3930			0
31								
32								
33								
34								
35								
36								
37								
38								
39								
40								
				141460	75916			65544

BACKPAY COMPUTATION WORKSHEET

EMPLOYEE NAME: Jose Rosario SSAN:

Case Name and No: Bruce Church, Inc, 76-CE-124-E

Year: 1977 Quarter: 2 Month: May

	Date/ Hours Worked	Employer	1	2 Gross Backpay	3 Interim Earnings (-)	4 Total (=)	5 Expenses (+)	6 Net Backpay (=)
1				0	0			0
2		Butte View		10044	3930			6114
3		Butte View		4364	3930			434
4		Butte View		0	3930			0
5		Butte View		6024	3930			2094
6		Butte View		9387	3930			5457
7		Butte View		0	3930			0
8				0	0			0
9		Butte View		0	3930			0
10		Butte View		7955	3930			4025
11		Butte View		7603	3930			3673
12		Butte View		12726	3930			8796
13		Butte View		10555	3930			6625
14		Butte View		7332	3930			3402
15				0	0			0
16		Butte View		8376	3930			4446
17		Butte View		6238	3930			2308
18		Butte View		0	3930			0
19		Butte View		10908	3930			6978
20		Butte View		11856	3930			7926
21		Butte View		0	3930			0
22				0	0			0
23		Butte View		10085	3930			6155
24		Butte View		8969	3930			5039
25		Butte View		10431	3897			6534
26		Butte View		10058	3897			6161
27		Butte View		7182	3897			3285
28		Butte View		9085	3897			5188
29				0	0			0
30		Butte View		14654	3897			10757
31		Butte View		8104	3897			4207
32								
33								
34								
35								
36								
37								
38								
39								
40								
					82332			109604

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BACKPAY COMPUTATION WORKSHEET

EMPLOYEE NAME: [illegible] SSAN:

Case Name and No: [illegible]

Year: [illegible] Quarter: [illegible] Month: [illegible]

	Date/ Hours Worked	Employer	1	2 Gross Backpay	3 Interim Earnings (-)	4 Total (=)	5 Expenses (+)	6 Net Backpay (=)
1		Butte View		43.[illegible]	37.[illegible]			[illegible]
2		Butte View		81.58	37.[illegible]			[illegible]
3		Butte View		73.75	37.[illegible]			[illegible]
4		Butte View		72.39	37.34			[illegible]
5				102.[illegible]	Ø			[illegible]
6				Ø	Ø			Ø
7				148.[illegible]	Ø			148.[illegible]
8				Ø	Ø			Ø
9				27.14	Ø			27.14
10				110.59	Ø			110.59
11				96.31	Ø			96.31
12				Ø	Ø			Ø
13				68.25	Ø			68.25
14				78.01	Ø			78.01
15				74.[illegible]	Ø			74.[illegible]
16				67.56	Ø			67.56
17				111.95	Ø			111.95
18				71.12	Ø			71.12
19				Ø	Ø			Ø
20				87.56	Ø			87.56
21				69.05	Ø			69.05
22				Ø	Ø			Ø
23				73.91	Ø			73.91
24				26.[illegible]	Ø			26.[illegible]
25				Ø	Ø			Ø
26				Ø	Ø			Ø
27				99.[illegible]	Ø			99.51
28				30.[illegible]	Ø			[illegible]
29				98.59	Ø			[illegible]
30				43.73	Ø			43.73
31								
32								
33								
34								
35								
36								
37								
38								
39								
40								
				1787.[illegible]	149.36			1[illegible]

45-606 EYE-EASE
45-708 20/20 BUFF

BACKPAY COMPUTATION WORKSHEET

EMPLOYEE NAME: SSAN:

Case Name and No: [illegible]

Year: [illegible] Quarter: 3 Month: [illegible]

	Date/ Hours Worked	Employer		2 Gross Backpay	3 Interim Earnings (-)	4 Total (=)	5 Expenses (+)	6 Net Backpay (=)
1		Bidart Bros		[illegible]	[illegible]			49 61
2		Bidart Bros		52 33	30 15			22 18
3				Ø	Ø			Ø
4		Bidart Bros		Ø	40 [illegible]			Ø
5		Bidart Bros		76 [illegible]	52 [illegible]			24 17
6		Bidart Bros		81 05	56 70			24 35
7		Bidart Bros		89 [illegible]	68 40			21 [illegible]
8		Bidart Bros		82 02	43 65			38 37
9		Bidart Bros		Ø	27 90			Ø
10				Ø	Ø			Ø
11		Bidart Bros		110 40	46 35			64 05
12		Bidart Bros		103 51	42 30			61 21
13		Bidart Bros		111 81	[illegible]			88 86
14		Bidart Bros		105 [illegible]	64 [illegible]			40 60
15		Bidart Bros		100 [illegible]	[illegible]			54 [illegible]
16		Bidart Bros		Ø	19 80			Ø
17				Ø	Ø			Ø
18		Bidart Bros		96 50	18 00			78 50
19				99 29	Ø			99 29
20				98 [illegible]	Ø			98 37
21				113 53	Ø			113 [illegible]
22				109 94	Ø			109 [illegible]
23				47 02	Ø			47 02
24				Ø	Ø			Ø
25				113 [illegible]	Ø			113 [illegible]
26		Rogers Foods		[illegible] 03	[illegible]			19 03
27		Rogers Foods		86 15	38 00			48 [illegible]
28		Rogers Foods		82 11	38 00			44 [illegible]
29		Rogers Foods		67 63	38 00			24 [illegible]
30		Rogers Foods		Ø	41 80			Ø
31		Rogers Foods		Ø	38 00			Ø
32								
33								
34								
35								
36								
37								
38								
39								
40								
				1[illegible]	[illegible] 45			1235 [illegible]

45-606 EYE-EASE
45-706 20/20 BUFF

BACKPAY COMPUTATION WORKSHEET

EMPLOYEE NAME: [illegible] SSAN:

Case Name and No: [illegible]

Year: [illegible] Quarter: 3 Month: [illegible]

	Date/ Hours Worked	Employer	1	2 Gross Backpay	3 Interim Earnings (-)	4 Total (=)	5 Expenses (+)	6 Net Backpay (=)
1		Robins Foods		95 43	45 60			52 13
2		Robins Foods		45 38	34 20			11 18
3		Robins Foods		48 35	45 60			3 35
4		Robins Foods		64 54	38 00			26 54
5		Robins Foods		50 83	36 10			14 73
6		Robins Foods		Ø	38 00			Ø
7		Robins Foods		Ø	38 00			Ø
8		Robins Foods		89 29	38 00			51 28
9		Robins Foods		96 76	38 00			58 76
10		Robins Foods		69 93	47 50			22 43
11		Robins Foods		56 75	47 50			9 25
12		Robins Foods		89 22	38 00			51 22
13		Robins Foods		Ø	38 00			Ø
14		Robins Foods		Ø	47 50			Ø
15		Robins Foods		93 16	38 00			55 16
16		Robins Foods		81 33	38 00			43 33
17		Robins Foods		61 40	7 60			53 80
18		Robins Foods		Ø	7 60			Ø
19		Robins Foods		25 52	7 60			17 93
20				Ø	Ø			Ø
21		Robins Foods		Ø	38 00			Ø
22		Robins Foods		62 67	38 00			24 67
23		Robins Foods		69 86	38 00			31 86
24		Robins Foods		Ø	38 00			Ø
25		Robins Foods		37 58	38 00			Ø
26		Robins Foods		41 50	38 00			3 50
27		Robins Foods		Ø	34 20			Ø
28		Robins Foods		Ø	30 40			Ø
29		Robins Foods		Ø	30 40			Ø
30		Robins Foods		Ø	28 50			Ø
31		Robins Foods		Ø	41 80			Ø
32								
33								
34								
35								
36								
37								
38								
39								
40								
				1145 57	613 70			531 87

BACKPAY COMPUTATION WORKSHEET

EMPLOYEE NAME: [illegible] SSAN:

Case Name and No: [illegible]

Year: [illegible] Quarter: [illegible] Month: [illegible]

	1	2	3	4	5	6
Date/ Hours Worked	Employer	Gross Backpay	Interim Earnings (-)	Total (=)	Expenses (+)	Net Backpay (=)
1	Rapini Farms	0	2470			0
2		0	0			0
3		0	0			0
4		0	0			0
5		0	0			0
6		6244	0			6244
7		5024	0			5024
8		5917	0			5917
9		10216	0			10216
10		6497	0			6497
11		0	0			0
12		7565	0			7565
13		6091	0			6091
14		6510	0			6510
15		5225	0			5225
16		4275	0			4275
17		0	0			0
18		0	0			0
19		4815	0			4815
20		0	0			0
21		0	0			0
22		3812	0			3812
23		6913	0			6913
24		0	0			0
25		0	0			0
26		0	0			0
27		0	0			0
28		0	0			0
29		0	0			0
30		0	0			0
31						
32						
33						
34						
35						
36						
37						
38						
39						
40						
		77150	0			77150

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BACKPAY COMPUTATION WORKSHEET

EMPLOYEE NAME: [illegible] SSAN:

Case Name and No: [illegible]

Year: [illegible] Quarter: 4 Month: [illegible]

	Date/ Hours Worked	Employer	1	2 Gross Backpay	3 Interim Earnings (-)	4 Total (=)	5 Expenses (+)	6 Net Backpay (=)
1				0	0			0
2				0	0			0
3				61 01	0			61 01
4				75 38	0			75 38
5				0	0			0
6				56 26	0			56 26
7				0	0			0
8				0	0			0
9				0	0			0
10				0	0			0
11				50 64	0			50 64
12				57 97	0			57 97
13				86 90	0			86 90
14				58 99	0			58 99
15				0	0			0
16				0	0			0
17				0	0			0
18				58 96	0			58 96
19				90 73	0			90 73
20				75 23	0			75 23
21				94 23	0			94 23
22				0	0			0
23				0	0			0
24				92 97	0			92 97
25				49 [illegible]	0			49 [illegible]
26				52 70	0			52 70
27				60 [illegible]	0			60 [illegible]
28				76 [illegible]	0			76 [illegible]
29				0	0			0
30				0	0			0
31				72 [illegible]	0			72 [illegible]
32								
33								
34								
35								
36								
37								
38								
39								
40								
				1170 36	0			1170 36

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BACKPAY COMPUTATION WORKSHEET

EMPLOYEE NAME: [illegible] SSAN:

Case Name and No: [illegible]

Year: 1977 Quarter: 1 Month: [illegible]

	Date/ Hours Worked	Employer	1	2 Gross Backpay	3 Interim Earnings (-)	4 Total (=)	5 Expenses (+)	6 Net Backpay (=)
1				45 51	0			45 51
2				0	0			0
3				57 23	0			57 23
4				56 [illegible]	0			56 [illegible]
5				0	0			0
6				0	0			0
7				70 69	0			70 69
8				0	0			0
9				75 04	0			75 04
10				67 35	0			67 35
11				75 70	0			75 70
12				0	0			0
13				0	0			0
14				50 85	0			50 85
15				72 23	0			72 23
16				75 64	0			75 64
17				86 55	0			86 55
18				50 42	0			50 42
19				45 35	0			45 35
20				0	0			0
21				50 [illegible]	0			50 [illegible]
22				33 [illegible]	0			33 [illegible]
23				45 03	0			45 03
24				0	0			0
25				99 [illegible]	0			99 [illegible]
26				45 [illegible]	0			45 [illegible]
27				0	0			0
28				58 [illegible]	0			58 [illegible]
29				42 [illegible]	0			42 [illegible]
30				57 [illegible]	0			[illegible]
31								
32								
33								
34								
35								
36								
37								
38								
39								
40								
				1240 [illegible]	0			1[illegible]

NATIONAL 45-606 EYE-EASE 45-706 20/20 BUFF

BACKPAY COMPUTATION WORKSHEET

EMPLOYEE NAME: [illegible] SSAN:

Case Name and No: [illegible]

Year: 1977 Quarter: 4 Month: [illegible]

	Date/ Hours Worked	Employer	1	2 Gross Backpay	Interim Earnings (-)	4 Total (=)	5 Expenses (+)	6 Net Backpay (=)
1				57 96	0			57 96
2				64 00	0			64 00
3				0	0			0
4				0	0			0
5				64 44	0			64 44
6				40 00	0			40 00
7				55 26	0			55 26
8				45 45	0			45 45
9				0	0			0
10				0	0			0
11				0	0			0
12				80 91	0			80 91
13				42 87	0			42 87
14				64 33	0			64 33
15				52 40	0			52 40
16				91 13	0			91 13
17				46 04	0			46 04
18				0	0			0
19				113 51	0			113 51
20				64 51	0			64 51
21				61 68	0			61 68
22				79 65	0			79 65
23				62 96	0			62 96
24				0	0			0
25				0	0			0
26				0	0			0
27				85 40	0			85 40
28				77 10	0			77 10
29				95 61	0			95 61
30				49 66	0			49 66
31				44 52	0			44 52
32								
33								
34								
35								
36								
37								
38								
39								
40								
				1497 [illegible]	0			1497 [illegible]

NATIONAL 45-606 EYE-EASE 45-706 20/20 BUFF

BACKPAY COMPUTATION WORKSHEET

EMPLOYEE NAME: [illegible] SSAN:

Case Name and No: [illegible] 76-CE-124-E

Year: 1978 Quarter: 1 Month: [illegible]

	Date/ Hours Worked	Employer	1	2 Gross Backpay	3 Interim Earnings (-)	4 Total (=)	5 Expenses (+)	6 Net Backpay (=)
1				Ø	Ø			Ø
2				43 02	Ø			43 02
3				33 52	Ø			33 52
4				30 08	Ø			30 08
5		Cassitti		62 70	18 37			44 33
6		Cassitti		36 03	18 37			17 66
7		Cassitti		Ø	18 37			Ø
8				Ø	Ø			Ø
9		Cassitti		53 93	18 37			35 56
10		Cassitti		Ø	18 37			Ø
11		Cassitti		Ø	18 37			Ø
12		Cassitti		90 54	56 30			34 24
13		Cassitti		80 77	56 30			24 47
14		Cassitti		70 19	56 30			13 99
15				Ø	Ø			Ø
16		Cassitti		34 31	56 30			Ø
17		Cassitti		43 78	56 30			Ø
18		Cassitti		73 24	56 30			16 94
19		Cassitti		79 83	45 04			34 79
20		Cassitti		97 62	45 04			52 58
21		Cassitti		44 67	45 04			Ø
22				Ø	Ø			Ø
23		Cassitti		102 18	45 04			57 14
24		Cassitti		42 91	45 04			Ø
25		Cassitti		67 96	45 04			22 93
26		Cassitti		78 26	38 66			39 60
27		Cassitti		88 57	38 66			49 91
28		Cassitti		31 34	38 66			Ø
29				Ø	Ø			Ø
30		Cassitti		14 40	38 66			Ø
31		Cassitti		82 94	38 66			44 28
32								
33								
34								
35								
36								
37								
38								
39								
40								
				1221 25	[illegible]			[illegible]

45-606 EXE-EASE
45-708 20/30 BL-EE

BACKPAY COMPUTATION WORKSHEET

EMPLOYEE NAME: [illegible] SSAN:

Case Name and No: [illegible] 76-CE-124-E

Year: 1973 Quarter: 1 Month: [illegible]

	Date/ Hours Worked	Employer	1	2 Gross Backpay	3 Interim Earnings (-)	4 Total (=)	5 Expenses (+)	6 Net Backpay (=)
1		Cinotti		86 03	38 66			47 37
2		Cinotti		83 90	57 24			26 66
3		Cinotti		129 39	57 24			72 15
4		Cinotti		41 30	57 24			Ø
5				Ø	Ø			Ø
6		Cinotti		80 42	57 24			23 18
7		Cinotti		49 56	57 24			Ø
8		Cinotti		52 18	57 24			Ø
9		Cinotti		109 31	15 72			93 59
10		Cinotti		64 17	15 72			48 45
11		Cinotti		Ø	15 72			Ø
12				Ø	Ø			Ø
13		Cinotti		51 15	15 72			35 43
14		Cinotti		Ø	15 72			Ø
15		Cinotti		76 22	15 72			60 50
16		Cinotti		59 90	46 14			13 76
17		Cinotti		52 64	46 14			6 50
18		Cinotti		Ø	46 14			Ø
19				Ø	Ø			Ø
20		Cinotti		56 79	46 14			10 65
21		Cinotti		51 25	46 14			5 11
22		Cinotti		52 31	46 14			6 17
23		Cinotti		76 72	60 10			16 62
24		Cinotti		58 59	60 10			Ø
25		Cinotti		Ø	60 10			Ø
26				Ø	Ø			Ø
27		Cinotti		62 78	60 10			2 69
28		Cinotti		14 40	60 10			Ø
29								
30								
31								
32								
33								
34								
35								
36								
37								
38								
39								
40								
				1,111 74	664 16			[illegible]

45-606 EYE-EASE
45-706 20/20 BUFF

BACKPAY COMPUTATION WORKSHEET

EMPLOYEE NAME: [illegible] Rosales SSAN:

Case Name and No: [illegible] 76-[illegible]

Year: 1978 Quarter: 1 Month: [illegible]

	Date/ Hours Worked	Employer	1	2 Gross Backpay	3 Interim Earnings (-)	4 Total (=)	5 Expenses (+)	6 Net Backpay (=)
1		Crosetti		0	6010			0
2		Crosetti		0	1289			0
3		Crosetti		9958	1289			8669
4		Crosetti		0	1289			0
5				0	0			0
6		Crosetti		9339	1289			8050
7		Crosetti		8598	1289			7609
8		Crosetti		5515	1289			4226
9				6480	0			[illegible]
10				9362	0			[illegible]
11				6978	0			6978
12				0	0			0
13				8799	0			8799
14				3947	0			[illegible]
15				0	0			0
16		[illegible]		14223	1388			12835
17		[illegible]		6246	1388			4858
18		[illegible]		0	1388			0
19		[illegible]		0	1388			0
20		[illegible]		5579	1388			4191
21		[illegible]		10698	1388			9310
22				4214	0			[illegible]
23				9121	0			[illegible]
24				6917	0			6917
25				0	0			0
26				0	0			0
27				0	0			0
28				0	0			0
29				7217	[illegible]			[illegible]
30				4184	[illegible]			[illegible]
31				0	0			0
32								
33								
34								
35								
36								
37								
38								
39								
40								
				[illegible]	10708			126967

NATIONAL | 45-406 EXCELSIOR 45-706 20/20 BUFF

BACKPAY COMPUTATION WORKSHEET

EMPLOYEE NAME: [illegible] SSAN:

Case Name and No: Bauk Union 76-[illegible]

Year: 1978 Quarter: 2 Month: [illegible]

	Date/ Hours Worked	Employer	1	2 Gross Backpay	3 Interim Earnings (-)	4 Total (=)	5 Expenses (+)	6 Net Backpay (=)
1				0	0			0
2				0	0			0
3				109 31	0			109 31
4				79 51	0			79 51
5				72 35	0			72 35
6				7 20	0			7 20
7				82 47	0			82 47
8				61 42	0			61 42
9				0	0			0
10				0	0			0
11				0	0			0
12				0	0			0
13				0	0			0
14				0	0			0
15				0	0			0
16				0	0			0
17				125 35	0			125 35
18				117 75	0			117 75
19				0	0			0
20				104 72	0			104 72
21				58 54	0			58 54
22				0	0			0
23				0	0			0
24				0	0			0
25				0	0			0
26				0	0			0
27				0	0			0
28				0	0			0
29				0				0
30				0				0
31				0	0			0
32								
33								
34								
35								
36								
37								
38								
39								
40								
				9[illegible] 5	0			9[illegible] 2

NATIONAL 45-606 EYE-EASE 48-706 20/20 BLUE

BACKPAY COMPUTATION WORKSHEET

EMPLOYEE NAME: [illegible] SSAN:

Case Name and No: [illegible] 76-LE-124-E

Year: 1976 Quarter: Month: [illegible]

	Date/ Hours Worked	Employer	1	2 Gross Backpay	3 Interim Earnings (-)	4 Total (=)	5 Expenses (+)	6 Net Backpay (=)
1				0	0			0
2				0	0			0
3				0	0			0
4				0	0			0
5				0	0			0
6				0	0			0
7				0	0			0
8				0	0			0
9				0	0			0
10				0	0			0
11				0	0			0
12				4561	0			4561
13				11050	0			11050
14				0	0			0
15				8902	0			8902
16				10716	0			10716
17				11577	0			11577
18				8026	0			8026
19				6560	0			6560
20				5770	0			5770
21				0	0			0
22				11234	0			11234
23				1742	0			1742
24				4234	0			4234
25				6567	0			6567
26				6420	0			6420
27				0	0			0
28				0	0			0
29	[illegible]			6234	684			0
30	[illegible]			7167	6846			321
31				0	0			0
32								
33								
34								
35								
36								
37								
38								
39								
40								
				111280	6846			103434

45-606 EYE-EASE
45-706 20/20 BUFF

BACKPAY COMPUTATION WORKSHEET

EMPLOYEE NAME: [illegible] SSAN:

Case Name and No: [illegible]

Year: 1978 Quarter: 2 Month: [illegible]

	Date/ Hours Worked	Employer	1	2 Gross Backpay	3 Interim Earnings (-)	4 Total (=)	5 Expenses (+)	6 Net Backpay (=)
1		[illegible]		5477	6846			Ø
2		[illegible]		10451	6846			[illegible]
3		[illegible]		3792	6846			Ø
4				Ø	Ø			Ø
5		[illegible]		9440	6846			2594
6		[illegible]		4961	6846			Ø
7		[illegible]		5194	6846			Ø
8		[illegible]		6400	6846			Ø
9		[illegible]		4447	6846			Ø
10		[illegible]		Ø	6846			Ø
11				Ø	Ø			Ø
12		[illegible]		4317	6846			Ø
13		[illegible]		6569	6846			Ø
14		[illegible]		5351	6846			Ø
15		[illegible]		5074	6846			Ø
16		[illegible]		5448	6846			Ø
17		[illegible]		Ø	6846			Ø
18				Ø	Ø			Ø
19		[illegible]		5882	6846			Ø
20		[illegible]		Ø	6846			Ø
21		[illegible]		5518	6846			Ø
22		[illegible]		5971	6846			Ø
23		[illegible]		6708	6846			Ø
24		[illegible]		3566	6846			Ø
25				Ø	Ø			Ø
26		[illegible]		5578	6846			1732
27		[illegible]		3805	6846			Ø
28		[illegible]		7052	6846			210
29		[illegible]		7696	6846			850
30		[illegible]		5911	6846			Ø
31								
32								
33								
34								
35								
36								
37								
38								
39								
40								
				43221	34230			3991

BACKPAY COMPUTATION WORKSHEET

EMPLOYEE NAME: [illegible] SSAN:

Case Name and No: [illegible] 76-[illegible]

Year: 73 Quarter: 3 Month: [illegible]

	Date/ Hours Worked	Employer		2 Gross Backpay	3 Interim Earnings (-)	4 Total (=)	5 Expenses (+)	6 Net Backpay (=)
1		[illegible]		0	6846			0
2				0	0			0
3		[illegible]		6090	6846			0
4		[illegible]		11062	6846			4216
5				6439	0			[illegible]
6				4891	0			4891
7				6742	0			[illegible]
8				0	0			0
9				0	0			0
10				3466	0			3466
11				0	0			0
12				4272	0			4272
13				5947	0			5947
14				5300	0			5300
15				0	0			0
16				0	0			0
17				6058	0			6058
18		[illegible]		0	6215			0
19		[illegible]		4866	6215			0
20		[illegible]		7581	6970			611
21		[illegible]		3742	6970			0
22		[illegible]		0	6970			0
23				0	0			0
24		[illegible]		6668	6970			0
25		[illegible]		0	6970			0
26		[illegible]		3402	6970			0
27		[illegible]		6310	7764			0
28		[illegible]		7517	7764			0
29				0	7764			0
30				0	0			0
31		[illegible]		8679	7764			915
32								
33								
34								
35								
36								
37								
38								
39								
40								
				70431	21558			[illegible]

BACKPAY COMPUTATION WORKSHEET

EMPLOYEE NAME: [illegible] SSAN:

Case Name and No: [illegible] Union, Inc. 76-CE-124-E

Year: 1978 Quarter: 3 Month: [illegible]

	Date/ Hours Worked	Employer	1	2 Gross Backpay	3 Interim Earnings (-)	4 Total (=)	5 Expenses (+)	6 Net Backpay (=)
1		[illegible]		8448	7764			684
2		[illegible]		0	7764			0
3		[illegible]		6671	4101			2570
4		[illegible]		7549	4101			3448
5		[illegible]		0	4104			0
6				0	0			0
7		[illegible]		9206	4104			5102
8		[illegible]		725	4101			0
9		[illegible]		6058	4101			1957
10				5614	0			5614
11				7651	0			7651
12				0	0			0
13				0	0			0
14				0	0			0
15				0	0			0
16				5736	0			5736
17				6387	0			6387
18				5221	0			5221
19				0	0			0
20				0	0			0
21				7000	0			7000
22				6644	0			6644
23				5548	0			5548
24				9472	0			9472
25				7493	0			7493
26				7753	0			7753
27				0	0			0
28				7122	0			7122
29				0	0			0
30				0	0			0
31				7394	0			[illegible]
32								
33								
34								
35								
36								
37								
38								
39								
40								
				12148	2415			10277

BACKPAY COMPUTATION WORKSHEET

EMPLOYEE NAME: [illegible] SSAN:

Case Name and No: [illegible] 76-[illegible]

Year: 1978 Quarter: 2 Month: [illegible]

	Date/ Hours Worked	Employer	1	2 Gross Backpay	3 Interim Earnings (-)	4 Total (=)	5 Expenses (+)	6 Net Backpay (=)
1				59.48	0			59.48
2				65.41	0			65.41
3				0	0			0
4				0	0			0
5				11.59	0			11.59
6				61.83	0			61.83
7				35.55	0			35.55
8				32.00	0			32.00
9				0	0			0
10				0	0			0
11				42.75	0			42.75
12				0	0			0
13				42.55	0			42.55
14				0	0			0
15				0	0			0
16				0	0			0
17				0	0			0
18				0	0			0
19				0	0			0
20				78.70	0			78.70
21				55.93	0			55.93
22				50.57	0			50.57
23				0	0			0
24				0	0			0
25				64.56	0			64.56
26				0	0			0
27				69.44	0			69.44
28				48.32	0			48.32
29				81.51	0			81.51
30				0	0			0
31								
32								
33								
34								
35								
36								
37								
38								
39								
40								
				[illegible]	0			[illegible]

BACKPAY COMPUTATION WORKSHEET

EMPLOYEE NAME: [illegible] SSAN:

Case Name and No: [illegible]

Year: 1973 Quarter: 4 Month: [illegible]

	Date/ Hours Worked	Employer	1	2 Gross Backpay	3 Interim Earnings (-)	4 Total (=)	5 Expenses (+)	6 Net Backpay (=)
1				0	0			0
2				[illegible]	0			[illegible]
3				0	0			0
4				6275	0			[illegible]
5				54[illegible]	0			54[illegible]
6				74[illegible]	0			74[illegible]
7				0	0			0
8				0	0			0
9				1832	0			1832
10				5745	0			[illegible]
11				[illegible]	0			5846
12				[illegible]	0			7200
13				5011	0			5011
14				0	0			0
15				0	0			0
16				46[illegible]	0			46[illegible]
17				[illegible]	0			[illegible]
18				0	0			0
19				0	0			0
20				6657	0			[illegible]
21				0	0			0
22				0	0			0
23				0	0			0
24				0	0			0
25				0	0			0
26				0	0			0
27				0	0			0
28				0	0			0
29				0	0			0
30				5954	0			[illegible]
31								
32								
33								
34								
35								
36								
37								
38								
39								
40								
				[illegible]	0			8[illegible]

BACKPAY COMPUTATION WORKSHEET

EMPLOYEE NAME: [illegible] SSAN:

Case Name and No: [illegible] 76-[illegible]

Year: 1978 Quarter: 4 Month: 7 [illegible]

	Date/ Hours Worked	Employer		1	2 Gross Backpay	3 Interim Earnings (-)	4 Total (=)	5 Expenses (+)	6 Net Backpay (=)
1					0	0			0
2					7945	0			7945
3					7779	0			7779
4					0	0			0
5					0	0			0
6					9043	0			9043
7					3997	0			3997
8					7674	0			7674
9					6365	0			6365
10					8459	0			8459
11					0	0			0
12					0	0			0
13					6956	0			6956
14					4137	0			4137
15					0	0			0
16					4390	0			4390
17					3486	0			3486
18					5105	0			5105
19					0	0			0
20					0	0			0
21					0	0			0
22					0	0			0
23					0	0			0
24					0	0			0
25					0	0			0
26					0	0			0
27		Q + Total			7181	648			6533
28		Q + Total			5870	648			5222
29		Q + Total			5118	648			4470
30		Q + Total			[illegible]	648			5587
31		U							
32									
33									
34									
35									
36									
37									
38									
39									
40									
					100369	2592			97777

45-606 EYE-EASE
45-706 20/20 SLIP

BACKPAY COMPUTATION WORKSHEET

EMPLOYEE NAME: [illegible] SSAN:

Case Name and No: [illegible]

Year: [illegible] Quarter: 4 Month: [illegible]

	Date/ Hours Worked	Employer	1	2 Gross Backpay	3 Interim Earnings (-)	4 Total (=)	5 Expenses (+)	6 Net Backpay (=)
1		Don Moorhead		5262	648			4614
2		Don Moorhead		Ø	648			Ø
3				Ø	Ø			Ø
4				Ø	Ø			Ø
5				Ø	Ø			Ø
6				Ø	Ø			Ø
7				Ø	Ø			Ø
8				Ø	Ø			Ø
9				Ø	Ø			Ø
10				Ø	Ø			Ø
11				5858	Ø			5858
12				Ø	Ø			Ø
13		Glade Farms		Ø	5116			Ø
14		Glade Farms		6086	5116			970
15		Glade Farms		Ø	5116			Ø
16		Glade Farms		Ø	5116			Ø
17				Ø	Ø			Ø
18				Ø	Ø			Ø
19				Ø	Ø			Ø
20		Glade Farms		Ø	6456			Ø
21		Glade Farms		Ø	6456			Ø
22		Glade Farms		Ø	6456			Ø
23		Glade Farms		Ø	6456			Ø
24		Glade Farms		Ø	2632			Ø
25				Ø	Ø			Ø
26				5925	Ø			5925
27				5954	Ø			5954
28				2280	Ø			2280
29				6290	Ø			6290
30				7725	Ø			7725
31				Ø	Ø			Ø
32								
33								
34								
35								
36								
37								
38								
39								
40								
				45380	5764			39616

45-606 EYE-EASE
45-708 20/20 BUFF

BACKPAY COMPUTATION WORKSHEET

EMPLOYEE NAME: [illegible] SSAN:

Case Name and No: [illegible], [illegible], 76-CE-124-E

Year: 1979 Quarter: 1 Month: [illegible]

	Date/ Hours Worked	Employer	1	2 Gross Backpay	3 Interim Earnings (-)	4 Total (=)	5 Expenses (+)	6 Net Backpay (=)
1				Ø	Ø			Ø
2				61 23	Ø			61 23
3				69 64	Ø			69 64
4				61 67	Ø			61 67
5				54 91	Ø			54 91
6				52 87	Ø			52 87
7				Ø	Ø			Ø
8				71 76	Ø			71 76
9				36 22	Ø			36 22
10				47 48	Ø			47 48
11		Crosetti		77 23	8 06			69 17
12		Crosetti		68 40	8 06			60 34
13		Crosetti		Ø	8 06			Ø
14				Ø	Ø			Ø
15		Crosetti		71 05	8 06			62 99
16		Crosetti		38 26	8 06			30 20
17		Crosetti		67 19	8 06			59 13
18		Crosetti		49 17	71 25			Ø
19		Crosetti		77 75	71 25			6 50
20		Crosetti		82 83	71 25			11 58
21				79 33	Ø			79 33
22		Crosetti		82 81	71 25			11 56
23		Crosetti		101 77	71 25			30 52
24		Crosetti		72 85	71 25			1 60
25		Crosetti		Ø	32 22			Ø
26		Crosetti		86 36	32 22			54 14
27		Crosetti		70 68	32 22			38 46
28				Ø	Ø			Ø
29		Crosetti		74 84	32 22			42 62
30		Crosetti		62 18	32 22			29 96
31		Crosetti		46 93	32 22			14 71
32								
33								
34								
35								
36								
37								
38								
39								
40								
				1616 23	557 65			1058 64

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BACKPAY COMPUTATION WORKSHEET

EMPLOYEE NAME: Jose Rosales SSAN:

Case Name and No: Bruno Church, Inc., 76-CE-124-E

Year: 1979 Quarter: 1 Month: February

	Date/ Hours Worked	Employer	1	2 Gross Backpay	3 Interim Earnings (-)	4 Total (=)	5 Expenses (+)	6 Net Backpay (=)
1				4796	Ø			4796
2				775	Ø			775
3				Ø	Ø			Ø
4				Ø	Ø			Ø
5				2434	Ø			2434
6				Ø	Ø			Ø
7				11566	Ø			11566
8				7292	Ø			7292
9				1490	Ø			1490
10				Ø	Ø			Ø
11				Ø	Ø			Ø
12				Ø	Ø			Ø
13				Ø	Ø			Ø
14				Ø	Ø			Ø
15		Cantti		Ø	1778			Ø
16		Cantti		Ø	1778			Ø
17		Cantti		Ø	1778			Ø
18				Ø	Ø			Ø
19		Cantti		Ø	1778			Ø
20		Cantti		Ø	1778			Ø
21		Cantti		Ø	1778			Ø
22		Cantti		Ø	311			Ø
23		Cantti		Ø	311			Ø
24		Cantti		Ø	311			Ø
25				Ø	Ø			Ø
26		Cantti		Ø	311			Ø
27		Cantti		Ø	311			Ø
28		Cantti		Ø	311			Ø
29								
30								
31								
32								
33								
34								
35								
36								
37								
38								
39								
40								
				28353	Ø			28353

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45-706 20/20 BUFF

BACKPAY COMPUTATION WORKSHEET

EMPLOYEE NAME: [illegible] SSAN:

Case Name and No: Bruce Church, Inc, 76-CE-124-E

Year: 1979 Quarter: 1 Month: March

	Date/ Hours Worked	Employer	1	2 Gross Backpay	3 Interim Earnings (-)	4 Total (=)	5 Expenses (+)	6 Net Backpay (=)
1				Ø	Ø			Ø
2				Ø	Ø			Ø
3				Ø	Ø			Ø
4				Ø	Ø			Ø
5				Ø	Ø			Ø
6				Ø	Ø			Ø
7				Ø	Ø			Ø
8		Crosetti		Ø	575			Ø
9		Crosetti		Ø	575			Ø
10		Crosetti		Ø	575			Ø
11		Crosetti		Ø	575			Ø
12		Admiral Packing		Ø	10626			Ø
13		Admiral Packing		Ø	10626			Ø
14				Ø	Ø			Ø
15		Vega Farms		Ø	775			Ø
16				Ø	Ø			Ø
17				Ø	Ø			Ø
18				Ø	Ø			Ø
19				Ø	Ø			Ø
20				Ø	Ø			Ø
21				Ø	Ø			Ø
22				Ø	Ø			Ø
23				Ø	Ø			Ø
24				Ø	Ø			Ø
25				Ø	Ø			Ø
26				Ø	Ø			Ø
27				Ø	Ø			Ø
28				Ø	Ø			Ø
29				7322	Ø			7322
30				11438	Ø			11438
31				5548	Ø			5548
32								
33								
34								
35								
36								
37								
38								
39								
40								
				24308	Ø			24308

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BACKPAY COMPUTATION WORKSHEET

EMPLOYEE NAME: Jose Rosales SSAN:

Case Name and No: Bruce Church, Inc., 76-CE-124-E

Year: 1979 Quarter: 2 Month: April

	Date/ Hours Worked	Employer	1	2 Gross Backpay	3 Interim Earnings (-)	4 Total (=)	5 Expenses (+)	6 Net Backpay (=)
1				0	0			0
2				9712	0			9712
3				7466	0			7466
4				9825	0			9825
5				9809	0			9809
6				10430	0			10430
7				3912	0			3912
8				0	0			0
9				9809	0			9809
10				8848	0			8848
11				11770	0			11770
12				8820	0			8820
13				4923	0			4923
14				0	0			0
15				0	0			0
16				0	0			0
17				0	0			0
18				0	0			0
19				0	0			0
20				0	0			0
21				0	0			0
22				0	0			0
23				0	0			0
24				0	0			0
25				0	0			0
26				0	0			0
27				0	0			0
28				0	0			0
29				0	0			0
30				0	0			0
31								
32								
33								
34								
35								
36								
37								
38								
39								
40								
				95324	0			95324

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BACKPAY COMPUTATION WORKSHEET

EMPLOYEE NAME: Ana Rosalie SSAN:

Case Name and No: Bruce Church, Inc. 76-CE-124-E

Year: 1979 Quarter: 2 Month: June

	Date/ Hours Worked	Employer	1	2 Gross Backpay	3 Interim Earnings (-)	4 Total (=)	5 Expenses (+)	6 Net Backpay (=)
1				0	0			0
2				0	0			0
3				0	0			0
4				0	0			0
5				0	0			0
6				0	0			0
7				0	0			0
8				0	0			0
9				0	0			0
10				0	0			0
11				0	0			0
12				0	0			0
13				0	0			0
14				0	0			0
15				0	0			0
16				0	0			0
17				0	0			0
18				0	0			0
19				0	0			0
20				0	0			0
21				0	0			0
22				0	0			0
23				0	0			0
24				0	0			0
25				0	0			0
26				0	0			0
27				0	0			0
28				0	0			0
29				0	0			0
30				0	0			0
31				0	0			0
32								
33								
34								
35								
36								
37								
38								
39								
40								
				0	0			0

BACKPAY COMPUTATION WORKSHEET

EMPLOYEE NAME: Jan Franklin SSAN:

Case Name and No: Bruce Church, Inc., 76-CE-124-E

Year: 1979 Quarter: 2 Month: June

	Date/ Hours Worked	Employer	1	2 Gross Backpay	3 Interim Earnings (-)	4 Total (=)	5 Expenses (+)	6 Net Backpay (=)
1				Ø	Ø			Ø
2				Ø	Ø			Ø
3				Ø	Ø			Ø
4				Ø	Ø			Ø
5				Ø	Ø			Ø
6				Ø	Ø			Ø
7				Ø	Ø			Ø
8				Ø	Ø			Ø
9				Ø	Ø			Ø
10				Ø	Ø			Ø
11				Ø	Ø			Ø
12				Ø	Ø			Ø
13				Ø	Ø			Ø
14				Ø	Ø			Ø
15				Ø	Ø			Ø
16				Ø	Ø			Ø
17				Ø	Ø			Ø
18				Ø	Ø			Ø
19				Ø	Ø			Ø
20				Ø	Ø			Ø
21				Ø	Ø			Ø
22				Ø	Ø			Ø
23				Ø	Ø			Ø
24				Ø	Ø			Ø
25				Ø	Ø			Ø
26				Ø	Ø			Ø
27				Ø	Ø			Ø
28				Ø	Ø			Ø
29				Ø	Ø			Ø
30				Ø	Ø			Ø
31								
32								
33								
34								
35								
36								
37								
38								
39								
40								
				Ø	Ø			Ø

BACKPAY COMPUTATION WORKSHEET

EMPLOYEE NAME: [illegible] SSAN:

Case Name and No: [illegible], 76-CE-124-E

Year: 1979 Quarter: 3 Month: [illegible]

	Date/ Hours Worked	Employer	1	2 Gross Backpay	3 Interim Earnings (-)	4 Total (=)	5 Expenses (+)	6 Net Backpay (=)
1				Ø	Ø			Ø
2				Ø	Ø			Ø
3				Ø	Ø			Ø
4				Ø	Ø			Ø
5				Ø	Ø			Ø
6				Ø	Ø			Ø
7				Ø	Ø			Ø
8				Ø	Ø			Ø
9				Ø	Ø			Ø
10				Ø	Ø			Ø
11				Ø	Ø			Ø
12				Ø	Ø			Ø
13				Ø	Ø			Ø
14				Ø	Ø			Ø
15				Ø	Ø			Ø
16				Ø	Ø			Ø
17				Ø	Ø			Ø
18				Ø	Ø			Ø
19				Ø	Ø			Ø
20				Ø	Ø			Ø
21				Ø	Ø			Ø
22				Ø	Ø			Ø
23		Butte View		55 03	38 25			16 78
24		Butte View		73 74	38 25			35 49
25		Butte View		56 05	38 25			17 80
26		Butte View		73 73	38 25			35 48
27		Butte View		78 34	38 25			40 09
28		Butte View		61 87	38 25			23 62
29				Ø	Ø			Ø
30		Butte View		71 33	38 25			33 08
31		Butte View		57 57	38 25			19 32
32								
33								
34								
35								
36								
37								
38								
39								
40								
				527 66	306 00			221 66

BACKPAY COMPUTATION WORKSHEET

EMPLOYEE NAME: [illegible] SSAN:

Case Name and No: Butte View [illegible], 76-CE-124-E

Year: 1979 Quarter: 3 Month: August

	Date/ Hours Worked	Employer		1	2 Gross Backpay	3 Interim Earnings (-)	4 Total (=)	5 Expenses (+)	6 Net Backpay (=)
1		Butte View			82.91	38.25			44.66
2		Butte View			70.93	38.25			32.68
3		Butte View			74.17	38.25			35.92
4		Butte View			Ø	38.25			Ø
5					Ø	Ø			Ø
6		Butte View			66.10	38.25			27.85
7		Butte View			Ø	38.25			Ø
8		Butte View			Ø	38.25			Ø
9		Butte View			58.65	38.25			20.40
10		Butte View			90.47	38.25			52.22
11		Butte View			Ø	38.25			Ø
12					Ø	Ø			Ø
13		Butte View			Ø	38.25			Ø
14		Butte View			Ø	38.25			Ø
15		Butte View			Ø	38.25			Ø
16		Butte View			Ø	38.25			Ø
17		Butte View			Ø	38.25			Ø
18		Butte View			Ø	38.25			Ø
19					Ø	Ø			Ø
20		Butte View			60.35	38.25			22.10
21		Butte View			48.15	38.25			9.90
22		Butte View			54.43	38.25			16.18
23		Butte View			60.01	38.25			21.76
24		Butte View			81.67	38.25			43.42
25		Butte View			76.50	38.25			38.25
26					Ø	Ø			Ø
27		Butte View			81.41	38.25			43.16
28		Butte View			79.37	38.25			41.12
29		Butte View			95.26	38.25			57.01
30		Butte View			69.51	38.25			31.26
31		Butte View			84.22	38.25			46.97
32									
33									
34									
35									
36									
37									
38									
39									
40									
					1,234.71	650.25			584.46

BACKPAY COMPUTATION WORKSHEET

EMPLOYEE NAME: [illegible] SSAN:

Case Name and No: [illegible] 76-CF-124-E

Year: 1979 Quarter: 3 Month: [illegible]

Date/ Hours Worked	Employer		Gross Backpay	Interim Earnings (-)	Total (=)	Expenses (+)	Net Backpay (=)
	Butte View		64 36	38 25			[illegible]
			Ø	Ø			Ø
	Butte View		93 59	38 25			55 34
	Butte View		72 47	38 25			34 22
	Butte View		81 44	38 25			43 19
	Butte View		60 38	38 25			22 13
	Butte View		57 00	38 25			18 75
	Butte View		Ø	38 25			Ø
			Ø	Ø			Ø
	Butte View		88 51	38 25			50 26
	Butte View		59 09	38 25			20 84
	Butte View		86 98	38 25			48 73
	Butte View		44 38	38 25			6 13
	Butte View		59 41	38 25			21 16
	Butte View		60 53	38 25			22 28
			Ø	Ø			Ø
	Butte View		65 72	38 25			27 47
	Butte View		45 97	38 25			7 72
	Butte View		39 19	38 25			94
	Butte View		81 53	38 25			43 28
	Butte View		66 52	38 25			28 27
	Butte View		Ø	38 25			Ø
			Ø	Ø			Ø
			70 64	Ø			70 64
			Ø	Ø			Ø
			31 76	Ø			31 76
			67 69	Ø			67 69
			30 99	Ø			30 99
			Ø	Ø			Ø
			Ø	Ø			Ø
			328 15	650 25			677 [illegible]

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BACKPAY COMPUTATION WORKSHEET

EMPLOYEE NAME: Jose Rosalie SSAN:

Case Name and No: Bailey Chunk, Inc, 76-CE-124-E

Year: 1979 Quarter: 4 Month: October

	Date/ Hours Worked	Employer	1	2 Gross Backpay	3 Interim Earnings (-)	4 Total (=)	5 Expenses (+)	6 Net Backpay (=)
1				5616	Ø			5616
2				3974	Ø			3974
3				1740	Ø			1740
4				9903	Ø			9903
5				9469	Ø			9469
6				7159	Ø			7159
7				Ø	Ø			Ø
8				7637	Ø			7637
9				7235	Ø			7235
10				6385	Ø			6385
11				8139	Ø			8139
12				10422	Ø			10422
13				7169	Ø			7169
14				Ø	Ø			Ø
15				8212	Ø			8212
16				7466	Ø			7466
17				5228	Ø			5228
18				4536	Ø			4536
19				435	Ø			435
20				Ø	Ø			Ø
21				Ø	Ø			Ø
22				7425	Ø			7425
23				8198	Ø			8198
24				5087	Ø			5087
25				9438	Ø			9438
26				9354	Ø			9354
27				9040	Ø			9040
28				Ø	Ø			Ø
29				10378	Ø			10378
30				6920	Ø			6920
31				6990	Ø			6990
32								
33								
34								
35								
36								
37								
38								
39								
40								
				183555	Ø			183555

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BACKPAY COMPUTATION WORKSHEET

EMPLOYEE NAME: Jose Rosales SSAN:

Case Name and No: Bruce Church, Inc, 76-CE-124-E

Year: 1979 Quarter: 4 Month: November

	Date/ Hours Worked	Employer	1	2 Gross Backpay	3 Interim Earnings (-)	4 Total (=)	5 Expenses (+)	6 Net Backpay (=)
1				80 85	Ø			80 85
2				125 31	Ø			125 31
3				Ø	Ø			Ø
4				Ø	Ø			Ø
5				81 66	Ø			81 66
6				50 58	Ø			50 58
7				Ø	Ø			Ø
8				84 25	Ø			84 25
9				94 86	Ø			94 86
10				Ø	Ø			Ø
11				Ø	Ø			Ø
12				78 00	Ø			78 00
13				68 01	Ø			68 01
14				54 35	Ø			54 35
15				63 13	Ø			63 13
16				93 15	Ø			93 15
17				Ø	Ø			Ø
18				Ø	Ø			Ø
19				96 15	Ø			96 15
20				89 22	Ø			89 22
21				49 37	Ø			49 37
22				Ø	Ø			Ø
23				71 49	Ø			71 49
24				Ø	Ø			Ø
25				Ø	Ø			Ø
26				112 83	Ø			112 83
27				Ø	Ø			Ø
28				85 73	Ø			85 73
29				49 42	Ø			49 42
30				64 82	Ø			64 82
31								
32								
33								
34								
35								
36								
37								
38								
39								
40								
				1493 24	Ø			1493 24

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BACKPAY COMPUTATION WORKSHEET

EMPLOYEE NAME: Jose Rosalia SSAN:

Case Name and No: Bruce Church, Inc. 76-CE-124-E

Year: 1979 Quarter: 4 Month: December

	Date/ Hours Worked	Employer	1	2 Gross Backpay	3 Interim Earnings (-)	4 Total (=)	5 Expenses (+)	6 Net Backpay (=)
1				0	0			0
2				0	0			0
3				81 96	0			81 96
4				40 31	0			40 31
5				66 19	0			66 19
6				55 90	0			55 90
7				38 57	0			38 57
8				0	0			0
9				0	0			0
10				0	0			0
11				0	0			0
12				0	0			0
13				0	0			0
14				0	0			0
15				0	0			0
16				0	0			0
17				67 90	0			67 90
18				67 16	0			67 16
19				0	0			0
20				0	0			0
21				0	0			0
22				0	0			0
23				0	0			0
24				55 17	0			55 17
25				0	0			0
26				59 94	0			59 94
27				55 60	0			55 60
28				72 29	0			72 29
29				0	0			0
30				0	0			0
31				96 77	0			96 77
32								
33								
34								
35								
36								
37								
38								
39								
40								
				757 76	0			757 76

BACKPAY COMPUTATION WORKSHEET

EMPLOYEE NAME: Don Ho Nin SSAN:

Case Name and No: Bauh Tuan, Inc, 76-CE-124-E

Year: 1980 Quarter: 1 Month: January

	Date/ Hours Worked	Employer	1	2 Gross Backpay	3 Interim Earnings (-)	4 Total (=)	5 Expenses (+)	6 Net Backpay (=)
1				0	0			0
2				8425	0			8425
3				10378	0			10378
4				12905	0			12905
5				7316	0			7316
6				0	0			0
7				10029	0			10029
8				7191	0			7191
9				0	0			0
10				11048	0			11048
11				10907	0			10907
12				7656	0			7656
13				0	0			0
14				9376	0			9376
15		Unit 7Pm		6330	3866			2464
16		Unit PM2		6319	3866			2453
17		Unit 7CO		3744	3866			4878
18		Unit PM2		10593	3866			6727
19		Unit PM2		8333	3866			4467
20		0		0	0			0
21		Unit PM2		9374	3866			5508
22		Unit PM2		10754	3866			6888
23		Unit PM2		6210	3866			2344
24		Unit PM2		8812	3866			4946
25		Unit PM2		11523	3866			7657
26		Unit PM2		7118	3866			3252
27		0		0	0			0
28		Unit PM2		11718	3866			7852
29		Unit PM2		7153	3866			3287
30		Unit PM2		0	3866			0
31		Unit PM2		12281	3866			8415
32		0						
33								
34								
35								
36								
37								
38								
39								
40								
				22542	54124			16637

BACKPAY COMPUTATION WORKSHEET

EMPLOYEE NAME: [illegible] SSAN:

Case Name and No: [illegible] 76-15-124-E

Year: 1980 Quarter: 1 Month: [illegible]

	Date/ Hours Worked	Employer	1	2 Gross Backpay	3 Interim Earnings (-)	4 Total (=)	5 Expenses (+)	6 Net Backpay (=)
1		Thrift Pkg		118 23	38 66			79 62
2		Thrift Pkg		83 76	38 66			45 10
3		〃		Ø	Ø			Ø
4		Thrift Pkg		90 05	38 66			51 39
5		Thrift Pkg		99 67	38 66			61 01
6		Thrift Pkg		80 19	38 66			41 53
7		Thrift Pkg		80 42	38 66			41 76
8		Thrift Pkg		118 42	38 66			79 76
9		Thrift Pkg		55 96	38 66			17 30
10		〃		Ø	Ø			Ø
11		Thrift Pkg		109 93	38 66			71 27
12		Thrift Pkg		86 90	38 66			48 24
13		Thrift Pkg		Ø	38 66			Ø
14		Thrift Pkg		94 40	38 66			55 74
15		Thrift Pkg		116 66	38 66			78 00
16		Thrift Pkg		97 32	38 66			58 66
17		〃		Ø	Ø			Ø
18		Thrift Pkg		97 32	38 66			58 66
19		Thrift Pkg		71 81	38 66			33 15
20		Thrift Pkg		111 00	38 66			72 34
21		Thrift Pkg		128 19	38 66			89 53
22		Thrift Pkg		108 96	38 66			70 30
23		Thrift Pkg		Ø	38 66			Ø
24		Thrift Pkg		Ø	38 66			Ø
25		〃		108 16	Ø			108 16
26		Thrift Pkg		128 21	38 66			89 15
27		〃		121 15	Ø			121 15
28				121 24	Ø			121 24
29				6 00	Ø			6 00
30								
31								
32								
33								
34								
35								
36								
37								
38								
39								
40								
				[illegible]	[illegible]			[illegible]

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BACKPAY COMPUTATION WORKSHEET

EMPLOYEE NAME: Jose Rosales SSAN:

Case Name and No: Bruce Church, Inc, 76-CE-124-E

Year: 1980 Quarter: 1 Month: March

	Date/ Hours Worked	Employer	1	2 Gross Backpay	3 Interim Earnings (-)	4 Total (=)	5 Expenses (+)	6 Net Backpay (=)
1				9490	Ø			9490
2				Ø	Ø			Ø
3				15105	Ø			15105
4				11883	Ø			11883
5				13179	Ø			13179
6				10177	Ø			10177
7				11952	Ø			11952
8				Ø	Ø			Ø
9				Ø	Ø			Ø
10				11837	Ø			11837
11				6614	Ø			6614
12				13768	Ø			13768
13				14535	Ø			14535
14				11488	Ø			11488
15				7614	Ø			7614
16				Ø	Ø			Ø
17				13969	Ø			13969
18				6951	Ø			6951
19				Ø	Ø			Ø
20				11768	Ø			11768
21				6509	Ø			6509
22				7184	Ø			7184
23				Ø	Ø			Ø
24				13200	Ø			13200
25				14053	Ø			14053
26				15520	Ø			15520
27				8997	Ø			8997
28				Ø	Ø			Ø
29				12093	Ø			12093
30				Ø	Ø			Ø
31				7642	Ø			7642
32								
33								
34								
35								
36								
37								
38								
39								
40								
				255528	Ø			255528

BACKPAY COMPUTATION WORKSHEET

EMPLOYEE NAME: Jose Rosales SSAN:

Case Name and No: Bruce Church, Inc., 76-CE-124-E

Year: 1980 Quarter: 2 Month: April

	Date/ Hours Worked	Employer	1	2 Gross Backpay	3 Interim Earnings (-)	4 Total (=)	5 Expenses (+)	6 Net Backpay (=)
1				72.65	0			72.65
2				70.01	0			70.01
3				80.72	0			80.72
4				39.00	0			39.00
5				0	0			0
6				0	0			0
7				0	0			0
8				0	0			0
9				0	0			0
10				0	0			0
11				0	0			0
12				0	0			0
13				0	0			0
14				97.40	0			97.40
15				118.49	0			118.49
16				125.94	0			125.94
17				132.45	0			132.45
18				104.21	0			104.21
19				0	0			0
20				0	0			0
21				159.09	0			159.09
22				89.71	0			89.71
23				108.70	0			108.70
24				149.70	0			149.70
25				60.14	0			60.14
26				0	0			0
27				0	0			0
28				49.33	0			49.33
29				112.15	0			112.15
30				145.65	0			145.65
31								
32								
33								
34								
35								
36								
37								
38								
39								
40								
				1715.34	0			1715.34

NATIONAL 45-506 EYE-EASE 45-706 20/20 BUFF

BACKPAY COMPUTATION WORKSHEET

EMPLOYEE NAME: Jose Rosales SSAN:

Case Name and No: Bruce Church, Inc., 76-CE-124-E

Year: 1980 Quarter: 2 Month: May

	Date/ Hours Worked	Employer		1	2 Gross Backpay	3 Interim Earnings (-)	4 Total (=)	5 Expenses (+)	6 Net Backpay (=)
1					16775	0			16775
2					7575	0			7575
3					7004	0			7004
4					0	0			0
5					15594	0			15594
6					11755	0			11755
7					11610	0			11610
8					11599	0			11599
9					9426	0			9426
10					0	0			0
11					0	0			0
12					8371	0			8371
13					0	0			0
14					10192	0			10192
15					7167	0			7167
16					11371	0			11371
17					7787	0			7787
18					0	0			0
19					17109	0			17109
20					12410	0			12410
21					13963	0			13963
22					14016	0			14016
23					13064	0			13064
24					8778	0			8778
25					0	0			0
26					0	0			0
27					6110	0			6110
28					11007	0			11007
29					12153	0			12153
30					9951	0			9951
31					0	0			0
32									
33									
34									
35									
36									
37									
38									
39									
40									
					254787	0			254787

45-806 EXPEDITE
46-704 30/30 BLUE

BACKPAY COMPUTATION WORKSHEET

EMPLOYEE NAME: Gail Torres SSAN:

Case Name and No: Bruce Church, Inc, 76-CE-124-E

Year: 1980 Quarter: 2 Month: June

	Date/ Hours Worked	Employer	1	2 Gross Backpay	3 Interim Earnings (-)	4 Total (=)	5 Expenses (+)	6 Net Backpay (=)
1				Ø	Ø			Ø
2				13393	Ø			13393
3				7907	Ø			7907
4				12463	Ø			12463
5				12616	Ø			12616
6				10518	Ø			10518
7				Ø	Ø			Ø
8				Ø	Ø			Ø
9				13594	Ø			13594
10				13433	Ø			13433
11				14887	Ø			14887
12				15420	Ø			15420
13				13400	Ø			13400
14				8792	Ø			8792
15				Ø	Ø			Ø
16				10628	Ø			10628
17				11282	Ø			11282
18				17087	Ø			17087
19				15629	Ø			15629
20				16813	Ø			16813
21				10037	Ø			10037
22				Ø	Ø			Ø
23				14415	Ø			14415
24				17731	Ø			17731
25				17260	Ø			17260
26				12707	Ø			12707
27				13338	Ø			13338
28				6899	Ø			6899
29				Ø	Ø			Ø
30				12215	Ø			12215
31								
32								
33								
34								
35								
36								
37								
38								
39								
40								
				311246	Ø			311246

BACKPAY COMPUTATION WORKSHEET

EMPLOYEE NAME: [illegible] SSAN:

Case Name and No: Brin Church, Inc., 76-CE-124-E

Year: 1980 Quarter: 3 Month: July

	Date/ Hours Worked	Employer	1	2 Gross Backpay	3 Interim Earnings (-)	4 Total (=)	5 Expenses (+)	6 Net Backpay (=)
1				11095	Ø			11095
2				Ø	Ø			Ø
3				12815	Ø			12815
4				11506	Ø			11506
5				7730	Ø			7730
6				Ø	Ø			Ø
7				14853	Ø			14853
8				11677	Ø			11677
9				17134	Ø			17134
10				13126	Ø			13126
11				13988	Ø			13988
12				7568	Ø			7568
13				Ø	Ø			Ø
14		J. Lani		16001	4050			11951
15		J. Lani		14240	4050			10190
16		J. Lani		14678	4050			10628
17		J. Lani		9693	4050			5643
18		J. Lani		8772	4050			4722
19		J. Lani		Ø	4050			Ø
20		J.		Ø	Ø			Ø
21		J. Lani		16609	4050			12559
22		J. Lani		14021	4050			9971
23		J. Lani		8613	4050			4563
24		J. Lani		14815	4050			10765
25		J. Lani		14017	4050			9967
26		J. Lani		Ø	4050			Ø
27		J.		Ø	Ø			Ø
28		J. Lani		11305	4050			7255
29		J. Lani		10498	4050			6448
30		J. Lani		7079	4050			3029
31		J. Lani		10216	4050			6166
32		J.						
33								
34								
35								
36								
37								
38								
39								
40								
				292054	56700			235354

BACKPAY COMPUTATION WORKSHEET

EMPLOYEE NAME: Jose [illegible] SSAN:

Case Name and No: Bruce [illegible], Con 76-CF-124-E

Year: 1980 Quarter: 3 Month: August

Date/ Hours Worked	Employer		Gross Backpay	Interim Earnings (-)	Total (=)	Expenses (+)	Net Backpay (=)
	J Leal		8945	4050			4895
	J Leal		Ø	4050			Ø
			Ø	Ø			Ø
	J Leal		10468	4050			6418
	J Leal		7882	4050			3832
	J Leal		8404	4050			4354
	J Leal		7356	4050			3306
	J Leal		12943	4050			8893
	J Leal		8296	4050			4246
			Ø	Ø			Ø
	J Leal		9998	4050			5948
	J Leal		7212	4050			3162
	J Leal		10839	4050			6789
	J Leal		9152	4050			5102
	J Leal		10171	4050			6121
	J Leal		6821	4050			2771
			Ø	Ø			Ø
	J Leal		10358	4050			6308
	J Leal		7742	4050			3692
	J Leal		11183	4050			7133
	J Leal		10457	4050			6407
	J Leal		14471	4050			10421
	J Leal		Ø	4050			Ø
			Ø	Ø			Ø
	J Leal		10816	4050			6766
	J Leal		Ø	4050			Ø
	J Leal		9752	4050			5702
	J Leal		11250	4050			7200
	J Leal		12022	4050			7972
	J Leal		Ø	4050			Ø
			Ø	Ø			Ø
			216532	89100			127432

BACKPAY COMPUTATION WORKSHEET

EMPLOYEE NAME: Jose Rosales SSAN:

Case Name and No: Bailey Church, Inc, 76-CE-124-E

Year: 1980 Quarter: 4 Month: September

	Date/ Hours Worked	Employer		Gross Backpay	Interim Earnings (-)	Total (=)	Expenses (+)	Net Backpay (=)
1		J. Leal		Ø	4050			Ø
2		J. Leal		17584	4050			13534
3		J. Leal		11945	4050			7895
4		J. Leal		11708	4050			7658
5		J. Leal		12983	4050			8933
6		J. Leal		Ø	4050			Ø
7				Ø	Ø			Ø
8		J. Leal		14888	4050			10838
9		J. Leal		8022	4050			3972
10		J. Leal		10312	4050			6262
11		J. Leal		11684	4050			7634
12		J. Leal		16683	4050			12633
13		J. Leal		12720	4050			8670
14				Ø	Ø			Ø
15		J. Leal		17056	4050			13006
16		J. Leal		16107	4050			12057
17		J. Leal		Ø	4050			Ø
18		J. Leal		Ø	4050			Ø
19		J. Leal		Ø	4050			Ø
20		J. Leal		Ø	4050			Ø
21				Ø	Ø			Ø
22		J. Leal		Ø	4050			Ø
23		J. Leal		Ø	4050			Ø
24		J. Leal		12222	4050			8172
25		J. Leal		17947	4050			13897
26		J. Leal		11656	4050			7606
27		J. Leal		Ø	4050			Ø
28				Ø	Ø			Ø
29		J. Leal		14906	4050			10856
30		J. Leal		Ø	4050			Ø
31								
32								
33								
34								
35								
36								
37								
38								
39								
40								
				218423	64800			153623

NATIONAL 45-606 EYE-EASE 45-706 20/20 BUFF

BACKPAY COMPUTATION WORKSHEET

EMPLOYEE NAME: [illegible] SSAN:

Case Name and No: Bruce Church, [illegible] 76-1E-124-E

Year: 1980 Quarter: 4 Month: October

	Date/ Hours Worked	Employer	1	2 Gross Backpay	3 Interim Earnings (-)	4 Total (=)	5 Expenses (+)	6 Net Backpay (=)
1		J Leal		14191	4050			10141
2		J Leal		12617	4050			3567
3		J Leal		15048	4050			10998
4		J Leal		9245	4050			5195
5				Ø	Ø			Ø
6		J Leal		12463	4050			8413
7		J Leal		Ø	4050			Ø
8		J Leal		9521	4050			5471
9		J Leal		11799	4050			7749
10		J Leal		10499	4050			6449
11		J Leal		Ø	4050			Ø
12				Ø	Ø			Ø
13		J Leal		11277	4050			7227
14		J Leal		7230	4050			3180
15		J Leal		7394	4050			3344
16		J Leal		7994	4050			3944
17		J Leal		12055	4050			8005
18		J Leal		Ø	4050			Ø
19				Ø	Ø			Ø
20		J Leal		16048	4050			11998
21		J Leal		Ø	4050			Ø
22		J Leal		14952	4050			10902
23		J Leal		10696	4050			6646
24		J Leal		13689	4050			9639
25		J Leal		7795	4050			3745
26				Ø	Ø			Ø
27		J Leal		14411	4050			10361
28		J Leal		10423	4050			6373
29		J Leal		Ø	4050			Ø
30		J Leal		11347	4050			7297
31		J Leal		14524	4050			10474
32								
33								
34								
35								
36								
37								
38								
39								
40								
				255218	89100			166118

CASE SUMMARY

Bruce Church, Inc.

9 ALRB No. 19
Case No. 76-CE-124-E

ALJ DECISION

In this backpay proceeding, the ALJ decided that the discriminatee did not look for work until February 1977 and did not leave his job at Butte View Farms without good cause. These factors affected the duration of the backpay period. The ALJ also decided that, due to the discriminatee's uneven work history in Salinas, an average monthly earnings figure should be used to calculate gross backpay for work in Salinas. Finally, the ALJ decided that the discriminatee had failed to produce adequate evidence of expenses incurred in seeking interim employment.

BOARD DECISION

The Board adopted the ALJ's Decision except for the portion regarding gross backpay for work in Salinas. The Board rejected the monthly average method and utilized the daily earnings of a representative employee. The Board then recalculated the net backpay liability by deducting interim earnings from gross backpay on a daily basis. The Board also modified the interest rate on the backpay award, to be consistent with the formula in Lu-Ette Farms, Inc. (1982) 8 ALRB No. 55, from the date of the Decision in this case.

* * *

This Case Summary is furnished for information only and is not an official statement of the case, or of the ALRB.

* * *

STATE OF CALIFORNIA

AGRICULTURAL LABOR RELATIONS BOARD

Agricultural Labor Relations Board
JUL 30 1982
RECEIVED
Exec. Secretary

In the Matter of: BRUCE CHURCH, INC., Respondent and UNITED FARM WORKERS OF AMERICA, AFL-CIO, Charging Party.	)	Case No. 76-CE-124-E

APPEARANCES:

William D. Claster, Esq.
Gibson, Dunn & Crutcher
of Newport Beach, California
for Respondent

Richard Rivera, Esq., and
Jose Antonio Barbosa
Agricultural Labor Relations Board
of El Centro, California
for General Counsel

DECISION OF THE ADMINISTRATIVE LAW OFFICER

THOMAS M. SOBEL, Administrative Law Officer: This case was heard by me in El Centro, California, on April 19 and 20, 1982. On June 29, 1975, the Agricultural Labor Relations Board issued its Decision and Order directing Respondent Bruce Church, Inc., to ". . . make whole Jose Rosales for any loss of pay or other economic losses suffered by reason of his termination, plus interest thereon computed at the rate of 7 percent per annum and to reimburse him for travel expenses or other expenses he has incurred in his efforts to obtain interim employment as prescribed in Butte View Farms, 4 ALRB No. 90 (1979). . . ." (5 ALRB No. 45 (1979), p. 8.) Pursuant to Labor Code Section 1160.8, Respondent sought review of the Board decision and order. On December 4, 1979, Respondent's Petition for Review was summarily denied by the Court of Appeal.

These supplemental proceedings became necessary when Respondent and the General Counsel could not informally resolve the amount of backpay owing to Jose Rosales. Despite the parties' disagreement about some elements of the backpay equation, there was agreement on others, including the date backpay was tolled (which was the subject of a stipulation), the gross wages a representative loader in Rosales' former crew would have earned during the period between his discharge and the date Respondent's liability was tolled, and the amount of certain interim earnings.[1/] Among the issues which divided the parties were: Rosales' entitlement to backpay during the Salinas harvest season; the amount of his interim earnings, and the amount of expenses incurred by him in seeking

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1. No backpay specification was issued, however; hence, neither complaint nor answer appears on the record.

other employment after his discharge.[2/]

At the hearing, all parties were given full opportunity to participate, to call and examine witnesses, to present documentary evidence and to argue their positions.[3/] Based upon the entire record, including my observation of the demeanor of the witnesses, I make the following:

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2. General Counsel also moved at the close of testimony for an adjustment of the backpay award to take account of inflation. Respondent opposes the motion. As the Board has the matter of its authority to make such an adjustment before it (In the Matter of Kawano, Inc., 76-CE-51-R), I will not presume to rule on it in this case.

3. Additionally, I left the record open until April 30 to give Respondent time to obtain information about interim employment which Rosales' testimony at the hearing, as well as information he had apparently previously supplied to General Counsel, indicated he might have had, but about which his current memory was not strong enough to recall any details.

At the hearing, General Counsel vigorously objected to my use of this procedure, arguing that Respondent had the opportunity to meet its burden of proof concerning elements in mitigation of liability at the hearing. In view of General Counsel's objections, I requested briefing on the propriety of the procedure. General Counsel now argues that the procedure, in effect, constituted a reopening of the record without the kind of showing ordinarily required to reopen. I am not persuaded by the analogy. Since the record was never closed, I fail to see that it was reopened. I can't see that the procedure constituted anything more than a continuance which I felt was necessary because of the peculiar circumstances of this case.

Rosales' whereabouts were unknown to Respondent -- even to General Counsel -- until shortly before the prehearing conference. (See TR. Prehearing Conference, pp. 13-14.) Although General Counsel did locate him, so that he was available to testify and to be cross-examined, his memory was understandably hazy about the

(Footnote continued----)

(Footnote 3. Continued----)

details of his work history from 1976 to 1980. The right to examine seems merely formal when a witness doesn't remember very much. More important, General Counsel represented that he "probably" obtained the names of certain other companies where Rosales worked during the backpay period from an EDD slip supplied by Rosales. (II:55-56.) Shortly before the hearing, General Counsel had given the names of these companies to Respondent and Respondent had sent letters of inquiry to the employers named by General Counsel. II:54. By the time of the hearing, Respondent had not received responses from some of the employers named by the General Counsel and Rosales could not provide any details about any earnings he might have had at the places named in the by-then missing EDD slip. In view of the brief period of time between the giving of those names to Respondent and the apparent trustworthiness of the now-missing document, I decided to give Respondent ten additional days (until April 30th) to obtain further information. (II:64.)

The procedure I devised had two steps. The first entailed keeping the record open for obtaining evidence until April 30th; the second, required General Counsel and Respondent to jointly prepare "a backpay specification which took into account the additional evidence of earnings, as well as any interim expenses that Mr. Rosales had in obtaining these earnings. [This phase of the] procedure [was] to be accomplished by May 7th." (II:64.) Ostensibly pursuant to this procedure, I received two documents from Counsel for Respondent, one dated May 4, 1982, the other dated June 10, 1982, which I have marked for identification as R-1 and R-2 respectively. R-2, which purports to be a letter from the Alexander Packing Company indicating interim earnings for Rosales in the amount of $1,741.26 during February and March, 1979, was received well outside the date I set for the close of the record, and as it was not accompanied by a motion to reopen the record, I am rejecting it. (Moreover, as R-2 indicates on its face, Respondent's inquiry was received by the Alexander Packing Company prior to the opening of the hearing, but was mislaid. I am not sure these circumstances would justify my reopening the hearing.)

R-1, which contains evidence of additional earnings in the amount of $33.45 on July 17, 1978 at Le Cap Inc., is rejected for a different reason. As noted, the second step of the procedure required Respondent and General Counsel to jointly prepare some form of specification based upon whatever evidence was forthcoming. In the way, General Counsel would have the opportunity to question its authenticity, if he doubted it -- in which case further proceedings might have become necessary, -- or to obtain his own evidence relating to interim expenses. Instead, the information was simply forwarded directly to me without the intermediate step which I felt was necessary to satisfy the demands of the adversary process. Accordingly, I am rejecting R-1, as well.

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

Jose Rosales was unlawfully discharged in October of 1976. (Bruce Church, Inc. (1979) 5 ALRB No. 45.) The backpay period runs from the date he was discriminated against until he was reinstated to his former employment or until Respondent's liability was otherwise tolled.[4/] GC 2 indicates that, after Rosales discovered he had been discharged, his crew next worked on October 11, 1976; therefore, backpay will be computed from that date. Since the parties stipulated that Respondent's liability was tolled November 6, 1980, the backpay period runs from October 11, 1976 through November 6, 1980.

Before embarking on the calculations leading to a net backpay figure, some threshold questions must be resolved.[5/] They

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4. The NLRB Compliance Manual defines the backpay period as "the period of time during which backpay accrues, usually between the date of discrimination and the date a bona fide offer of reinstatement is made." Section 10530.1(b).

5. At the hearing, Respondent adduced evidence relating to a number of other contentions which it has apparently abandoned. Thus, it appeared ready to argue that unemployment insurance benefits were deductible as interim earnings, see II:50, but it has not made such a contention in its brief and I will consider it waived. (In any event, the point has been settled against Respondent, see Arnaudo Bros. (1981) 7 ALRB No. 25 and authorities cited.)

Also, it presented evidence about Rosales' leaving the fields during the lettuce strike as though to argue that Rosales is not entitled to any backpay during the 1979 lettuce strike. However, Respondent devotes only a single line in its post-hearing brief to the evidence of Rosales' "strike activity" and offers no legal argument on the issue. I regard this contention as waived also. (In any event, the ordinary rule is that backpay is not tolled during an economic strike. See, e.g., Pilot Freight Carriers

(Footnote continued----)

are:

1. Respondent's contention that Rosales is not entitled to any backpay during the period between October 11, 1976 through the end of January 1977 because he did not seek work;

2. Respondent's contention that Rosales is not entitled to any backpay during the Salinas harvest;

3. Respondent's contention that Rosales did not have good cause to leave his employment at Butte View Farms;

4. Respondent's contention that Rosales is not entitled to any interim expenses.6/

1

WHETHER SR. ROSALES IS ENTITLED TO BACKPAY FOR THE PERIOD OCTOBER 11, 1976 THROUGH JANUARY, 1977

Rosales discovered he had been discharged in October,

(Footnote 5. continued----)

(1978) 238 NLRB 382, 383, 99 LRRM 1617. Moreover, the evidence appears to indicate that Rosales was not unwilling to work during the strike since he sought and found employment at both Admiral and Crosetti after the strike began. Although he worked only briefly for both employers, there is not sufficient evidence to determine whether this was the result of his choice or of the strike's halting their operations.

6. Before considering Respondent's specific contentions, Respondent's general argument that Rosales' inability to remember many details of his job-seeking during parts of the backpay period means that he was not seeking work during those periods warrants comment. In the first place, I consider his vagueness understandable in view of the length of time between the periods in question and the date he testified. Secondly, it is respondent's burden to prove elements in mitigation of its liability, and I do not believe it may satisfy that burden by pointing to Rosales' poor memory, without, in effect, shifting that burden to him. (See N.L.R.B. v. Miami Coca-Cola Bottling Co. [5th Cir. 1966] 360 F.2d 569, 575, 62 LRRM 2155, 2159: "It is not practical, and it would significantly hamper the backpay remedy, if each discriminatee were required to prove the propriety of his efforts during the entire backpay period.")

1976.[7] He testified that he spent the first months after his discharge trying to get his job back. He went to the Teamsters' office to seek help, continuing his visits at least through the end of January, 1977. According to Rosales, he was initially encouraged by the Teamsters to think that something was being done for him.

> Q: Why were you at the Teamster's office?
>
> A: Because they would tell me that the company person would be coming in to speak to me so that we could talk together.
>
> Q: What was going to be discussed . . . ?
>
> A: The issue of why I was terminated, and if the company was right to have me terminated. (I:24)

As a result, he spent approximately a month or a month and a half visiting the office, waiting there from the time it opened until the time it closed. (I:24-26, 77.) Finally, he became discouraged because "there were a lot of bad things going on that was not going to resolve my case and that's when I stopped going." (I:26.) This was "around the last days of January or the beginning of February." (I:26.)[8] Rosales also testified that he "possibly" visited the EDD office during this period. I:76.

Respondent contends this testimony establishes that Rosales failed to seek any work for the four-month period between October 1976 - January 1977. General Counsel, on the other hand, contends

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7. See 5 ALRB No. 45 for a complete exposition of the events surrounding Rosales' discharge. For present purposes, it is sufficient to point out that Rosales did not know he had been discharged until many months after he voluntarily left work.

8. It appears likely, then, that the time Rosales spent at the Teamsters' office was in late December through the end of January.

that Rosales' reliance on the Teamsters in getting his job back constituted a search for work in itself. Moreover, General Counsel argues, the law does not require a discriminatee to begin to search for work immediately upon his discharge. In support of the "search for work" argument, General Counsel relies upon Pilot Freight Carriers (1978) 238 NLRB 382, 99 LRRM 1617. In that case the national Board adopted the decision of the Trial Examiner which held that a Respondent's backpay liability would not be tolled for the two months in which the discriminatee did not seek work because he was assisting at the trial of his unfair labor practice case.

> Johnston was vitally interested in the outcome of the entire case and was manifestly an appropriate person to assist counsel in the preparation and conduct of the litigation. He thus reasonably spent those two months attending the hearing and assisting and consulting with, or being readily available to assist and consult with . . . the General Counsel . . . .
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> * * *
>
> Perhaps most important is the fact that Johnson's efforts were addressed to regaining the job he had been unlawfully denied. In other words, the litigation itself was a search for employment. (238 NLRB at 385.)

The Court of Appeal enforced the Board's order, although it explicitly avoided the question whether Johnston's participation in the unfair labor practice proceedings could be considered a search for employment. (N.L.R.B. v. Pilot Freight Carriers, Inc. (1979) 604 F.2d 375, 378, [102 LRRM 2579, 2580].) The court noted that the mere fact that Johnston was present at the unfair labor practice hearing was not sufficient to meet Respondent's burden that Johnston was not otherwise seeking employment. Equally important, in the court's view, was the fact that Johnston had been subpoenaed to attend the hearing and the Court refused to construe his presence

there as either voluntary, or in derogation of his statutory rights:

> If his presence was not "voluntary," then his participation was not a willful withdrawal from the labor market. Whether or not his participation in the litigation was a search for employment . . . we need not decide [as] the law is clear that an employee who has been the target of an unfair labor practice need not choose between mitigation of damages and the vindication of his statutory rights. Ibid.

I cannot regard either the Board's or the court's rationale as controlling my decision in this case because I do not believe I can reasonably equate Johnston's reliance on formal Board proceedings with Rosales' reliance on the Teamsters.[9]

The NLRB has addressed the question of delay in seeking work a number of times. In Monroe Feed Store (1959) 122 NLRB 1479, 43 LRRM 1334, Respondent contended that its liability should be tolled for two weeks because discriminatee Webster Sams "made no search for employment until two weeks after his discharge. . . ." The Board noted that Sams had registered for work with his state's Unemployment Commission and had received unemployment benefits for the period in which Respondent claimed he failed to seek work -- such benefits being payable under Oregon law only if, among other things, the applicant for them has actively sought work. In light of the presumption that Sams must have complied with state law in

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9. General Counsel suggests that the distinction between Johnston's activities in Pilot Freight Carriers, supra, and those of Rosales in this case is that Johnston was sophisticated enough to have "gone directly to the Board rather than trying to resolve the discharge without first filing charges . . . ." However, it was not the filing of charges which was considered critical in Johnston's case, but his active participation in an unfair labor practice hearing pursuant to subpoena. Indeed, if General Counsel's suggested distinction were accepted, the mere filing of a charge would be considered a search for work. I can find no authority for such a proposition and General Counsel cites none.

order to have received benefits, and in further consideration of evidence that he found work during the backpay period, the Board concluded:

> While the Respondent may be correct that there is no indication that Sams' search for employment began the very day after he was discharged, we cannot say that the Respondent has thereby sustained its burden of proving Sams' willful idleness. It is not necessary, in showing due diligence, that an employee prove specifically that he searched for employment within a day or two of his discharge. It is sufficient that the record as a whole indicates due diligence. . . .
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> Id. at 1482. Emphasis supplied.

Similarly, in Keller Aluminum Chairs Southern, Inc. (1968) 171 NLRB 1252, 69 LRRM 1348, the Board adopted the decision of the Trial Examiner that a discriminatee's delay of one week in seeking work after his discharge did not constitute willful idleness. In Nickey Chevrolet (1972) 195 NLRB 395, 79 LRRM 1460, the Board upheld the conclusion of the Trial Examiner that a discriminatee's failure to personally apply for work for 40 days after his discharge did not constitute willful idleness when the record showed that he had registered for work with the United State's Employment Service and that he reported to the claims office every week. "Sergott may well have hoped that his agency would be able to refer him to employment . . . ." Ibid., at 398.[10/]

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10. Nickey Chevrolet is a curious case since the Court of Appeals, in reviewing the Board's decision, held that the Board had no jurisdiction to issue it. (N.L.R.B. v. Nickey Chevrolet (7th Cir. 1974) 493 F.2d 102, 85 LRRM 2826, cert. den. ____ U.S. ____, 87 LRRM 2398. The question of delay is not specifically addressed by the court which proceeds to treat the Trial Examiner's decision as one prepared by a special master. The precedential value of the Board's decision seems somewhat clouded.

In none of these cases did a discriminatee's delay in seeking work approach the length of time we encounter in this case, and in each of them there was stronger evidence[11/] than we have here that the discriminatee took other steps to obtain work.[12/] Even assuming the veracity of Rosales' account of his day-after-day, month-and-a-half vigil at the Teamsters' office (which would appear to call for reserves of patience or passivity quite out of the ordinary), there is no evidence that he made any effort to obtain other employment during the period from October 11, 1976 to at least mid-December, except for his testimony that he "possibly", or "might have" visited the EDD office during this period.

Rosales' actions do not appear much different from those of the discriminatee whose backpay claim was disallowed by the court in N.L.R.B. v. Midwest Hanger Co. (8th Cir. 1977) 550 F.2d 1101, 94 LRRM 2878, 2881, cert. den. 434 U.S. 830:

> Ms. Puekert testified that from November 6 1972 to January 22, 1973, she was laid off from her employment at Whitaker Cable. She further testified that she did not look for work during the layoff period because she knew she would

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11. The national Board has long considered registration with the state employment service to be one indicia of reasonable diligence in seeking work. See NLRB Casehandling Manual, Section 10616, and cases cited.

12. Even if I were to consider Rosales' delay in seeking work as a reaction to the shock of finding himself discharged, the period of his recovery seems excessive. See e.g., Erlich's Inc. (1979) 241 NLRB 1114, 101 LRRM 1068, in which the Board affirmed the decision of the ALJ that a discriminatee's "shock-induced" delay of 3 days in seeking work after being discharged from her job of 24 years was not unreasonable.

eventually be recalled.[13] Under these circumstances, since by her own admission she was not in the job market from November 5, 1972 to January 22, 1973, this period must be excluded from the backpay computation.

Accordingly, I conclude that Respondent's liability should be tolled for the period between October 1976 and the date Rosales first found employment.[14]

2

WHETHER ROSALES IS ENTITLED TO BACKPAY
DURING THE SALINAS HARVEST SEASON

So far as Rosales' entitlement to Salinas wages is concerned, GC 13, a compilation of Respondent's weekly earnings printouts for the years 1973, 1974, and 1975, indicates that he worked during May, June, July, August, and September during 1973;

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13. In contrast to the "certainty" of Mrs. Puekert's expectations, Rosales only hoped he would be rehired. The question involved in both Midwest Hanger, supra, and in this case is not whether the failure to seek work was reasonable in light of all the circumstances, but whether the discriminatee was reasonably diligent in seeking other employment.

14. In drawing this conclusion, I am mindful of the decision in Saginaw Aggregates, Inc. (1972) 198 NLRB 598, 81 LRRM 1025 in which the Board stated: "It is now well-settled that an employee discriminatorily laid off or discharged need not instantly seek work, rather the test is whether on the record as a whole, the employee has diligently sought work during the entire backpay period." This test appears to permit me to ignore Rosales' lack effort during the period October 1976 thru January 1977 and to focus, instead, on his efforts throughout the backpay period. In assessing claims of a few days idleness, or, as in Saginaw Aggregates itself, of only two weeks, this appears reasonable for it allows a trier of fact to put the delay in perspective; however, in considering such lengthy periods as we encounter here, it does not seem appropriate. See also, NLRB Casehandling Manual section 10616: "Although a reasonable grace period is allowable . . . a discriminatee is expected to make reasonable efforts to obtain other work at least within several weeks after discharge . . . .", citing Saginaw Aggregates.

that he worked May, June, July, August and October 1974; and that he worked May of 1975.[15] Thus, Rosales worked five months of the Salinas season in 1973, four months of the Salinas season in 1974 and one month of the Salinas season in 1975. There is obviously a history of diminishing or inconsistent employment during the Salinas harvest in these figures[16] and Respondent argues from it that Rosales is not entitled to any wages for the period in which his crew worked the Salinas harvest. Obviously, one cannot conclude from the 1973-1975 work history, considered alone, that Rosales would not have worked in Salinas at any time during the backpay period since he worked at least part of the Salinas harvest during those years. Accordingly, Respondent relies on two additional factors to buttress its contention that Rosales would not have worked in Salinas during the backpay period: the fact that he did not work in Salinas in 1971 and 1972, (see GC 14 and 15), and his testimony that he would not have returned to work as a cutter for Bruce Church after his discharge. (I:74-75.)

For the reasons stated below, I reject both arguments. First, as noted, since the record showed that Rosales had worked in Salinas, one cannot reasonably infer from his not having worked

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15. The Salinas harvest typically runs from the first of May through mid-October. (II:85-86.)

16. The reason for this is not clear from the record. We know from the liability phase of the case that Rosales only took a two-week vacation in 1976, so it appears inappropriate to attribute whatever decline we see in the duration of his Salinas employment to vacation time. The only other evidence that bears upon his leaving Salinas during harvest concerns the 1973 season. Rosales testified he left because work was getting slow and he thought he could make more money elsewhere. (I:66-67)

there at some other time in the past that he would never again work there in the future. Second, despite Rosales' testimony that he would not have worked as a cutter for Bruce Church, a "waiver of reinstatement carrying with it a consequent termination of liability for backpay normally does not occur until after reinstatement is first offered." Browning Industries (1975) 221 NLRB 949, 952, 90 LRRM 1651, quoting Heinrich Motors, Inc. (1967) 166 NLRB 783, 65 LRRM 1668, enf'd (2nd Cir. 1968) 403 F.2d 145. Since the earliest date a "refusal" to work in Salinas would have tolled Respondent's liability would be the date of Respondent's offer of reinstatement,[17] Respondent's argument is moot.

If I cannot agree with Respondent that Rosales is not entitled to any wages for the Salinas harvest, nevertheless I agree with Respondent that Rosales' work history in Salinas must be taken into account in computing backpay owing to him. However, I do so for a slightly different reason than that urged by Respondent, who treats Rosales' inconsistent history as "absenteeism." Instead, I regard Rosales' work history in Salinas as more characteristic of the nature of agricultural labor generally, than of any characteristic peculiar to Rosales himself. Our Board has repeatedly recognized that employment patterns in agriculture are

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17. The NLRB has tolled backpay liability when an employee reached a firm decision not to return to a Respondent's employ. See English Freight Company (1946) 67 NLRB 643, 18 LRRM 1013. In this case, however, we do not have clear evidence of such an intention since Rosales also testified he would have returned to Respondent's employ as a loader. Even if, as Respondent would have it, cutting and loading are substantially equivalent, there is no showing by Respondent that only cutting would have been available to Rosales during the backpay period.

different from those prevalent in the industries subject to the national Board's jurisdiction. In Seabreeze Berry Farm (1981) 7 ALRB No. 40 the Board noted that not only do seasonal patterns determine when employees can work, but also that, within the patterns fixed by the seasonal needs of agriculture, employees themselves choose when to move in and out of the labor pool:

> The constantly changing needs for workers have resulted in a variety of employment patterns . . . . Many farm workers travel throughout the state, obtaining work during peak harvest seasons with several different growers. [Citation] Examples are lettuce-harvest workers who migrate from the Imperial to the Salinas Valley, and grape-harvest workers who migrate from the Coachella to the San Joaquin Valley. Some of these migrant workers may find work for the entire season with one grower, while others may work only during the most lucrative peak periods before seeking other employment.
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> 7 ALRB No. 40, at 5.

In view of our Board's recognition of this, and of the evidence concerning Rosales' work history in Salinas, I shall include in the gross-backpay only the average amount of wages earned by Rosales when he worked in the Salinas harvest.[18/] GC 13 shows that Rosales earned $112.74 in Salinas in 1975; that he earned $3,343.77 during the Salinas season in 1974;[19/] and that he earned

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18. I am not ignoring Rosales' testimony that he would have worked in Salinas (except as a cutter) during the backpay period. I:16 The question, however, is: How long would he have worked? As discussed above, the evidence presented does indicate that he did not typically work the entire Salinas harvest. I am excluding the years 1971 and 1972 in view of Rosales' testimony that he would have worked the Salinas season.

19. I am including Rosales' October 1974 earnings as shown in GC 13 only through 10/15/74 because of the testimony that the Salinas season runs through mid-October.

$3,826.51 during the Salinas season in 1973.[20/] Average earnings for the entire Salinas season then are $2,427.67, which figures to be $441.40 monthly ($2,427.67 divided by 5½ months; wages for the first two weeks of October, then, would amount to $220.70; wages for one week of October would be $110.35.)

3

WHETHER ROSALES LEFT BUTTE VIEW
FARMS WITHOUT GOOD CAUSE

The record reveals that Rosales found employment at Butte View Farms in February of 1972. He worked there until July 5, 1977, when, according to his testimony, he voluntarily quit. Had he not quit, he would have had full-time permanent employment at Butte View. (I:90.)

The most reasonable inference is that personal difficulties between his wife and his family was the principal reason for his quitting.[21/] (Rosales' father and his brother also worked at Butte View (I:89) and there was apparently a conflict between either, or both of them, and Rosales' wife.) When first asked about why he quit his employment at Butte View, Rosales testified:

> There were two reasons that I left. First, at the end, the last days there was very little work and very little money; that was one of the reasons. The other reason was I was having family problems, and I wasn't -- I just couldn't work there with having <u>family</u> problems with my wife.
> I:90 (Emphasis added)

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20. GC 13 does not have an area code breakdown for the months worked for 1973 and 1974 as it does for 1975. (Area 500 is Salinas, II:92) I am assuming, therefore, that Rosales' earnings in 1973 and 1974 during the usual period of the Salinas harvest reflect his work in Salinas.

21. It was obvious that discussing this matter was quite painful to the witness; indeed, at one point, he abruptly left the witness chair in order to compose himself. II:74.

Later, he asserted that "If I had not had any family problems with my wife and family I would have stayed and worked for them." I:91

It appears that the problems which caused him to quit did not cause difficulties between him and his relatives on the job, but awaited him at home:

> Well, I've said it already once. I would come out of work tired, not only just out of my body, but also of my head, my mind, and then I still had to discuss with my wife, with my family and with my father, because of the problem that I was having where they didn't like my wife. (II:74.)

Rosales returned to work for Butte View in July of 1979. (G.C. Ex. 6.) Not surprisingly, General Counsel and Respondent view Rosales' reason for quitting work at Butte View quite differently, with Respondent contending that it amounts to willful loss of earnings and General Counsel contending that it does not.

General Counsel first argues that Rosales would not have been forced to quit his job at Butte View if he hadn't had to work there in the first place: ". . . Rosales emotional crisis, resulting in his departure from Butte View Farms, would never have occurred if Respondent had not discriminatorily fired him." This argument proves too much; under General Counsel's formulation, willful loss of earnings would never be attributable to a discriminatee.[22/] General Counsel also argues that Rosales

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22. Cases do hold that "a claimant who obtains a job but then leaves it for justifiable reason is not deprived of all further claims; the assumption is that the reason for his quitting the job would not have been present at Respondent's plant and therefore the job is not substantially equivalent." (See, e.g. Artim Transportation System, Inc. (1971) 193 NLRB 179, 183, 78 LRRM 1607, and cases cited.) This rationale applies after it has been determined that an employee quit for justifiable reasons, not as a rule for concluding that the reasons themselves were justifiable.

was not required to remain at Butte View Farms because it was not substantially equivalent employment. Had Rosales quit for that reason, I would consider it in determining whether his quitting Butte View was justifiable; but he never testified to that and I do not believe I am free to assess the reasonableness of his quitting by attributing to him motives he never had.[23] The question remains, then, whether Rosales willfully incurred a loss of earnings for which Respondent will be entitled to an offset.

For his part, General Counsel relies on a number of NLRB cases which, he contends, establish the principle that a discriminatee may justifiably quit interim employment when the job causes "substantial disruption in his personal life or is overly stressful for the individual."[24] However, I do not believe General Counsel's cases give rise to the broad rule he has constructed from them. In each of them there appears to have been some feature or condition of the work itself which justified the employee's quitting. (See My Store Inc. (1970) 181 NLRB 321, 76 LRRM 1773, enf'd as modified, N.L.R.B. v. My Store Inc. (7th Cir. 1972) 468 F.2d 1146, 81 LRRM 2225, cert. den. 410 U.S. 910, (discriminatee's

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23. See, Alamo Express Inc. (1975) 217 NLRB 402, 404; 89 LRRM 1543, enf'd Alamo Express v. N.L.R.B. 5th Cir. 1975, 523 F.2d 1053, 90 LRRM 3138: "A discriminatee is entitled to change from one interim job to another in order to improve earnings or conditions, particularly where, as here, he had been holding less than substantially equivalent employment."

24. General Counsel also relies upon California Portland Cement Co. v. Unemployment Insurance Appeals Board (1960) 178 Cal.App.2d 263, for a similar proposition. However murky NLRA law in this area may be, so long as there is precedent available, I believe I am bound by Labor Code section 1148 to consider its implications rather than those arising from the construction of another statute with a different purpose.

quitting work in a coal mine justified by his aversion to underground work); Mansion House Center Mgmt. Corp. (1974) 208 NLRB 684, 85 LRRM 1555 (absence of automobile justifies elderly discriminatee in quitting work requiring extended periods of time in cold weather); John S. Barnes (1973) 205 NLRB 585, 84 LRRM 1254 (discriminatee's quitting work because he did not like the job or the night shift he was forced to work, held, justifiable.)[25/]

Respondent, on the other hand, principally relies on Knickerbocker Plastic Co., Inc. (1961) 132 NLRB 1209, 48 LRRM 1505, for the conflicting contention that "purely personal reasons" do not justify quitting interim employment. The rule in Knickerbocker Plastic seems plainly designed to rule out the insubstantial or frivolous reason as good cause for quitting work; but, to my mind, it does not rule out all "personal" reasons. Indeed, in describing what will justify quitting interim employment, the Board explicitly recognizes that some undefined "necessity", as distinct from "difficulties inherent in the job", is within the class of justifiable reasons.

> From the foregoing, it is clear that the jobs which the above-listed claimants quit paid wages at least comparable to the ones they had held with the Respondent. None of these jobs appear to have been more burdensome than those with the Respondent, nor do they appear to have been unsuited to persons of the claimants' skill and experience. We find that in none of the cases discussed above has the claimant quit her employment for sufficient and justifiable cause. In all these cases, the claimants appear to have

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25. Barnes, supra, also holds that another discriminatee's leaving work because the foreman made him "nervous" will not affect the employer's liability, but it does not hold that leaving work for that reason is justifiable. Instead, the ALJ treats the quitting as immaterial because the discriminatee found steady work at a higher paying job the day after he quit. (See n. 6, at 205 NLRB 586.)

> been motivated more by personal convenience, preference, or accommodation than by necessity or difficulties inherent in the jobs which they quit. (Knickerbocker Plastic Co., Inc., 132 NLRB at 1214-15; emphasis added.)

The Board goes on to suggest that, in determining whether a discriminatee incurred willful loss, we must look, not just to the circumstances surrounding the quit, but to the discriminatee's prospects and difficulties in obtaining other employment as well:

> On this record, we cannot mitigate the backpay damages by finding that these jobs were unsuitable ways of earning a living, or that the claimants were justified in quitting them with no prospect of other employment. Once these claimants had obtained jobs, they could not voluntarily relinquish such employment under the circumstances herein involved without incurring what constitutes a willful loss of earnings for the period subsequent to their quitting. (Knickerbocker Plastic Co., Inc., Ibid.)

And in Florida Steel Corp. (1978) 234 NLRB 1089, 1094-5, 98 LRRM 1080, a discriminatee named Martin was held not to have unjustifiably quit interim employment when he left an interim employer in order to return to Kentucky where his family lived in view of his active job search while he was in Kentucky.[26/]

In this case, even after Rosales left Butte View, he soon found other employment, and over the course of the next few years, he secured approximately a dozen other jobs, before he once again returned to work for Butte View in July of 1979. Thus, it is clear from consideration of his entire work history that Rosales not only was reasonably diligent in seeking work, but also that he was

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26. See also, East Texas Steel Castings Company, Inc. (1956) 116 NLRB 1336, 38 LRRM 1470, "The Trial Examiner found and we agree, that in those instances when Newsome voluntarily quit employment, he did so either for some justifiable personal reason . . . or without any lost time intervening [between quitting and his next employment.]"

reasonably successful in finding it, throughout the entire backpay period. In view of his demonstrated overall diligence, and the obvious difficulty his family problem caused him, I do not find his decision to leave Butte View to be indicative of willful idleness.

4

WHETHER THE GENERAL COUNSEL HAS MET HIS BURDEN OF ESTABLISHING THE AMOUNT OF HIS INTERIM EXPENSES

Respondent contends that Rosales is not entitled to be reimbursed for any interim expenses because he failed to meet his burden of proof as to the amounts actually incurred. At the hearing, Rosales testified that he would drive his pickup to look for work; testifying, first, that he would spend between $40 to $50 per week (I:28) and, later, that he would spend between $50 to $60 per week looking for work (I:84). He justified the precision of the latter figure by stating that, "What I base that I spent that much money was because my money was so well counted as to what it was going to be used for and that's where I based the fact that's what I used." (I:84.)[27/] However, Rosales' testimony was extremely vague and indefinite regarding the points he might have travelled to and from and I do not find he has met his burden of establishing interim expenses in the amount of $40 to $60 per week (the range he testified to) for every week he was unemployed.

Indeed, in his post-hearing brief General Counsel has abandoned (and I conclude that he has waived) any reliance on the figures to which Rosales testified. Instead, he now proposes that I

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27. Rosales also gave a $60 to $70 figure in connection with driving from Yuba City to Bakersfield. (I:34.)

permit interim expenses based upon reasonable mileage and the IRS reimbursement rate, only as to trips which Rosales' testimony establishes were work-related. According to General Counsel, Rosales' expenses computed in this way amount to approximately $300.00. General Counsel put on no evidence of the mileage claimed nor of the rate at which he now claims reimbursement ought to be made. Even if I could take official notice of the former sua sponte, Evidence Code Section 451, I believe the sounder practice with respect to the claimed rate of reimbursement would be to offer Respondent a "reasonable opportunity to present information as to the propriety of [my] taking notice [of it] and . . . the tenor of the matter noticed." (See Comment, Evidence Code Section 452, Compare Evidence Code sections 451, 452.) This, in turn, would require me to reopen the record which General Counsel vigorously contends I may not do for the sake of receiving additional evidence from Respondent. Having rejected Respondent's evidence for procedural reasons, I believe I am bound to reject General Counsel's "offer" as well.

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BACKPAY CALCULATION

Introduction

In computing net backpay, both parties have utilized a daily formula pursuant to the Board's order in J & L Farms (1980) 6 ALRB No. 43, see also, Kophammer Farms (1982) 8 ALRB No. 21. However, the Board has also permitted the use of other, reasonable formula according to the type of evidence available. (Butte View Farms (1978) 4 ALRB No. 90, enf'd 95 Cal.App.3d 961.) In this case, the parties have presented several different kinds of evidence. GC-2 contains a daily breakdown of the wages Rosales would have received had he not been discriminated against; GC-5 contains similar, daily wage breakdowns for a number of interim employers. A number of other exhibits, however, do not contain daily wage information; see, e.g., GC-6, GC-10; rather, these contain daily wage totals over various periods of time, some, as in GC-6, for as short a period as 3 days, see line 4, p. 2; others, for a period of several months. (See, e.g., GC-10.) Both parties have attempted to convert all wage data to daily wages, but they do not always agree on how to apply a daily formula.

For example, Rosales' first employment was at Mike Yurosek, from February 3-14, 1977. G.C. 3 indicates that during the same period, Rosales' former crew did not work on February 5, 6 and 13. Applying the J & L Farms formula, General Counsel does not deduct what Rosales' earned at Yurosek on February 5th and 13th. (The 6th was a Sunday and Respondent's crews did not work either.) Respondent, on the other hand, has first totalled the entire amount of Rosales' Yurosek earnings, and then prorated that amount over

every day his former crew worked. Although this seems unnecessary in view of the fact that the actual daily wages have apparently been supplied in GC 5, the result, of course, is that all of Rosales' Yurosek earnings are deducted from gross backpay, rather than, as application of the J & L Farms' formula would have it, only those interim earnings received on a day Rosales would have worked for Respondent.

Another example: Rosales' second job was at Butte View. He began work there on February 19 and worked 56 hours from the 19th through the 1st of March. His wages totalled $196.00, but the record does not show what days he worked. Assuming a six-day work week (every day but Sunday), General Counsel discounts the number of Sundays in the period between 2/19-3/1, and prorates the wages over nine days. Since Rosales' former crew worked only 8 days during the same period, according to the Board's J & L Farms formula, one day's wages is not considered interim earnings. Respondent, on the other hand, once again prorates the total wages over the exact number of days Rosales' former crew worked and once again deducts the total amount of Rosales' Butte View earnings from gross backpay for the same period.

Since adherence to the Board's J & L Farms daily formula means that interim earnings for days on which Rosales would not have worked for Respondent will not be considered interim earnings,[28/]

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28. There is another consequence to using the daily formula. Any longer period permits the amount of interim earnings for the whole period to be deducted from gross earnings for the same period. Under a daily formula, however, a Respondent does not obtain a "credit" for the amount of interim earnings in excess of the exact wage the discriminatee would have earned on that day.

the difference between the parties' approach is obviously motivated by their conflicting desires to maximize or to minimize the amount of backpay owing to Rosales. In selecting a suitable formula for the type of evidence available in this case, I cannot be motivated by either purpose to increase or to decrease Rosales' award. To be guided in my selection of a formula solely by the aim of decreasing liability would be to ignore the principle that uncertainties are to be resolved against a wrongdoer, see e.g., N.L.R.B. v. Miami Coca-Cola Bottling Co. (5th Cir. 1966) 360 F.2d 569, 62 LRRM 2155; to be guided by the aim of increasing liability would be to ignore the countervailing principles that the purpose of the Act is not punitive, Republic Steel Corp. v. N.L.R.B. (1940) 311 U.S. 7, 9, 7 LRRM 287, Giumarra Vineyards (1977) 3 ALRB No. 21, and that an award of backpay is not designed merely for the correction of private injuries:

> The Board was not designed for such a limited function. It is the agency of [the Legislature[for translating into concreteness the purposes of safeguarding and encouraging the right of self-organization. The Board, we have held recently, does not exist for the "adjudication of private rights"; It "acts in a public capacity to give effect to the declared public policy. . . ." (Phelps Dodge Corp. v. N.L.R.B. (1941) 313 U.S. 177, 184, 8 LRRM 439.)

As the Supreme Court said in J.R. Norton v. Agricultural Labor Relations Board (1979) 26 Cal.3d 1, 39-40: "The Board's remedial powers do not exist simply to reallocate monetary loss to whomever it considers to be most deserving; they exist, as appears from the statute itself, to effectuate the policies of the Act."

When I have been presented evidence of daily wages, I will apply the daily formula described in J & L Farms where it is

otherwise suitable;[29] but I will not uniformly convert all wage date to daily data. For example, because I have utilized an average-wage approach to determine Rosales' Salinas earnings, I will not break down the monthly wage I have computed into daily wages. The average wage I have derived is an estimate and, except for the impermissible purpose of either maximizing or minimizing Rosales' backpay, I can see no point in trying to extract more refined daily wages from such an approximate base.

Secondly, in order to use a daily formula, I must either know how many days Rosales worked or which days he worked. Such evidence is not always available on the record. General Counsel suggests that I simply adopt a six-day work week convention (excluding Sunday) because the evidence indicates that Respondent's crews in the main worked every day but Sunday and Respondent cannot be prejudiced by eliminating Sunday.[30] Although this appears to be true, I am not sure I can treat a possibly agreeable assumption as though it were a fact. Moreover, as a logical matter, there seems little connection between the fact that Respondent's crews did not work Sundays and the conclusion that when Rosales did not work for Respondent, he did not work Sundays either -- unless I assume that

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29. GC-5, however, does not always consist of actual wage data; its daily breakdown of 1979 Butte View earnings is obviously taken from the figures supplied in GC-6.

30. The six-day work week convention under a J & L Farms approach does more than simply eliminate Sunday: as noted earlier, it can result in the elimination of any other day's earnings from the net backpay calculation if Respondent's crews did not also work on that day.

Respondent's work week is typical of all of California agriculture, which only begs the question.[31]

In the calculations that follow, then, I will apply whatever technique appears suitable in light of the quality of the evidence available. I shall detail my reasons for adopting one technique or another as I consider the evidence. I realize that this will create a patchwork of techniques, but the nature of the available evidence does not always admit of a standardized practice.

A. Net Backpay (Wages)

October, 1976 - January, 1977

I have concluded that Respondent's liability is tolled during this period when Rosales was not reasonably diligent in seeking work. Therefore, no backpay is owing for this period.

February 1977

a.

February 3 - February 18, 1977

Rosales first found work at Mike Yurosek on February 3, 1977. He worked there until February 14, 1977. GC-5 provides a daily breakdown of his earnings there. With this information I can obtain a figure for net backpay of $865.13, according to the J & L Farms approach for the period between February 1 and February 18, 1977.

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31. GC-5, which contains a daily breakdown of half-a-dozen interim employers, indicates that Rosales worked some Sundays at Globe Farms and Mike Yurosek. Rosales himself testified he worked Sundays at Joaquin Leal Farms. (II:30.) GC-7 indicates he worked Sundays at Rogers Food.

b.

Rosales next worked at Butte View earning $196.00 between 2/19-3/1. (GC-6.) Without some convention, there is no way I can allocate these earnings on a daily basis. As I understand it, the principle behind J & L Farms, which essentially creates a backpay period of one day, was designed to put the discriminated-against employee in the same position he would have been had he not been discriminated against; however, when it cannot be reasonably determined when an employee actually worked during the interim period, application of the exacting single-day period technique of J & L Farms simply becomes an arbitrary exercise.[32/] It is one thing to resolve uncertainties against a wrongdoer and another to incorporate uncertainties into a system in the name of an illusory exactitude.

Accordingly, I will treat Rosales' Butte View earnings on a monthly basis. Since, as a result of my using a monthly technique, the whole amount of Rosales' Butte View earnings will be deducted from gross backpay, it makes no difference whether I apportion earnings to one month or another. Thus, I will deduct the $196.00 earned by Rosales between 2/19-3/1 from the total of gross wages taken from GC-2 for that same period, giving a net backpay figure for the period of $177.86, which, when added to the net figure for the first part of the month (2/1-2/18), provides total net backpay

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32. Since Rosales' Butte View employment was steady employment there does not appear to be any reason under the J & L Farms rationale to refuse to consider certain wages in mitigation of damages merely because they were earned on one day as opposed to another.

of $1,042.99 for February, 1977.

March, 1977

Once again utilizing a monthly technique, I will simply deduct Rosales net interim earnings for 3/2-3/29, 1977 (taken from GC-6) from the total of gross backpay for the month from GC-2 ($958.31 - $918.75). Net backpay for March, 1977 is $39.56.

April, 1977

Deducting Rosales' net earnings from 3/30-4/26 (See GC-6) from the gross wages contained in GC-2 ($1,439.36 - $837.10), provides a net backpay figure of $602.26 for April, 1977.

May, 1977

May begins the Salinas harvest. Since Rosales earned more at Butte View for May, 1977 ($1,177.03, GC-6) than his average monthly wage at Salinas ($441.40), there is no net backpay due.

June, 1977

Rosales is entitled to the difference between his average monthly wage in Salinas, $441.40, and the amount he earned at Butte View, $149.34. Net backpay for June, 1977 is $292.06.

July, 1977

Since Rosales earned more at Bidart Bros., Inc. during July (GC-5, $628.10) than he would have earned in the Salinas harvest, there is no net backpay for this month.[33/]

August, 1977

Rosales worked at Rogers Food throughout August, earning

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33. Since Rosales' earnings at Bidart taken alone are in excess of his average Salinas wage, I do not have to consider the July earnings at Rogers Foods. (GC-7.)

$3.80/hr. and working 279.5 hours (GC-7 daily time cards). Since his August wage at Rogers is in excess of his average Salinas wage, no net backpay is due for August, 1977.

September, 1977

Rosales is entitled to the difference between the average monthly wage in Salinas and the amount he earned at Rogers Foods ($441.39-$24.70).[34/] Rosales is entitled to $416.69 net backpay for the month.

October, 1977

Rosales is entitled to half-a-month's Salinas wages ($220.69) plus $664.25 in Huron wages (GC-2), in the total amount of $884.94. There are no interim earnings to be deducted.

November, 1977

Rosales is entitled to $1,244.86 gross wages. (GC-2.) There are no interim earnings to be deducted.

December, 1977

Rosales is entitled to $1,476.91 gross wages. There are no interim earnings to be deducted.

January-March, 1978

Rosales next found interim employment at J. J. Crosetti. He worked there from 1/10/78 until March 8, 1978. (GC-8.) He also worked for Don Moorehead during the week of March 21, 1978, earning a total of $83.29. (GC-9.)

General Counsel and Respondent have broken down Rosales wages in this period into daily wages, although, as noted earlier,

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34. GC-7 reveals he worked 6.5 hours at $3.80/hour in September.

they have not agreed on which formula is to be applied. Because I cannot always ascertain on what days Rosales worked during the period of his Crosetti employment, I will treat his Crosetti earnings on a quarterly basis. Thus, I conclude that Rosales is entitled to net backpay for the period between January, 1978 and the end of March, 1978 in the amount of $2,186.01, being the difference between the gross wages he would have received and his total interim earnings.

April, 1978

Rosales had no interim earnings in April, 1978. He is entitled to $818.54 for this month.

May, 1978-July, 1978

Rosales worked for J.R. Norton for less than a week in May, 1978. (See GC-10. He was hired 5/28/78; he was laid off 7/4/78 earning a total of $2,023.12.)[35/] However, this wage is spread over four days in May, the entire month of June and once again, over 4 days in July, for a total of 38 days. Accordingly, to determine the amount of money Rosales earned each day, I will divide the total earned by 38 which provides a daily earnings figure of $53.24.

For May, 1977, then, Rosales is owed the difference between his average Salinas wage ($441.40) and 4 days earnings at $53.24/day or $228.44.

Since his earnings for June are in excess of his average

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35. GC-10 itself supplies the short answer to Respondent's contention that Rosales left Norton's employ in Salinas without justifiable cause. See Respondent's Brief, p. 7. Although, it is true that Rosales testified he left because the wages were not very good, see II:13, GC-10 reveals he was laid off "due to lack of work."

wage for Salinas, no net backpay is due for the month.

In July, Rosales had $228.44 for four days earnings at Norton and an additional $853.09 at Sam Andrews (GC-5). Since those figures indicate earnings in excess of his average wage for Salinas, no net backpay is due for this month.

August, 1978

Rosales worked approximately two weeks in August, 1978 for Sam Andrews, earning $401.40. His average monthly wage at Salinas would have been $441.40. He is entitled to the difference between $441.40-$401.40, or $40.00 as net backpay for the month of August.

September, 1978

Rosales had no interim earnings for September, 1978. he is entitled to his average Salinas wage, $441.40, as net backpay for this month.

October, 1978

Rosales had no interim earnings in October, 1978. He is entitled to a quarter of his average Salinas wage, since Respondent's crew only worked one week in Salinas, or $110.35, plus the amount he would have earned in Huron, $563.19, see GC-2, in the total amount of $673.54.

November, 1978

Rosales had interim earnings in November 1978 of $167.78 from J.R. Norton, see GC-10. General Counsel uses a daily formula and a six-day week to break down Rosales Norton earnings to $6.45/day, thus assuming that Rosales worked for an entire month for less than the minimum wage. For my part, I shall simply deduct all of Rosales' Norton earnings, $167.78, from gross backpay for

November which yields a net backpay figure of $835.91.

December, 1978

GC-5 contains a daily breakdown of Rosales' wages at Globe Farms for December 1978. Since I have daily information for this month, I will apply the J & L Farms formula and additionally deduct the total amount of Rosales' Moorehead earnings for the week ending December 2, 1978, in the amount of $38.93. (See GC-9.) that Rosales is entitled to $363.12 net backpay for December, 1978.

January, 1979

Rosales had interim earnings in the amount of $677.27 from J. J. Crosetti in January, 1979. (GC-8.) For reasons stated earlier, I will not arbitrarily break down Rosales total wages into daily wages. Rosales' net backpay for this month is $988.19.

February, 1979

The strike began February 9, 1979. See Bruce Church (1981) 7 ALRB No. 20. Respondent's crews only worked a few days in February, earning a total of $283.53, before they went out on strike. Rosales is due net backpay in the total amount of his gross backpay, or $283.53.

March, 1979

GC-2 reveals that Respondent's crews earned $243.08 during a few days at the end of the month. GC-5 indicates Rosales earned a total of $212.52 at Admiral on days he would not have worked for Respondent; GC-8 indicates he earned $32.04 from Crosetti on a day he would not have worked for Respondent, and GC-11 indicates he earned $9.75 from Hector de la Vega on a day he would not have worked for Respondent. Applying the J & L Farms rationale, I will

not deduct any of these interim earnings. A more difficult question of where to place interim earnings is posed by Rosales' testimony that he earned $110-$120/day working for a labor contractor for three or four days approximately two weeks after he worked for de la Vega. (II:25-26.) Unlike the situations discussed above in which J & L Farms could only be applied arbitrarily, because of the peculiar state of the evidence pertaining to this month, I do not believe that Respondent has met its burden of proving that Rosales had these earnings on a day he would have worked for Respondent. Accordingly, I conclude he is entitled to the entire $243.08 for March, 1978.

April, 1979

Rosales had no interim earnings for April, 1979.[36/] He is entitled to net backpay in the amount of $952.24 for April, 1975. See GC-2.

May, 1979-June,1979

No gross wages accrued during this period. Accordingly, no backpay is due.

July, 1979

Since July is part of the Salinas season, I will once again apply Rosales' average wage as the measure of his damages. Rosales earned a total of $392.83 at Butte View during this period. GC-6.[37/] Net backpay for this month, therefore, is $48.56.

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36. Respondent attributes $120 in earnings to April, 1979. However, I do not believe it has proved such earnings.

37. I am using the more precise figures in GC-6 as opposed to those in GC-5.

August, 1979-September, 1979

Since Rosales earned more at Butte View during these months than his average Salinas wage, no net backpay is owing him.

October, 1979

Rosales is entitled to half his average monthly wage for the Salinas harvest as well as $728.30 as wages due from Huron. (GC-2.) Since he had no interim earnings, his net backpay for October, 1979 is $948.99.[38/]

November, 1979

Rosales had no interim earnings in November. He is entitled to $1,493.24.[39/]

December, 1979

Rosales had no interim earnings for December. He is entitled to $757.76. Rosales had earnings in 1979 of $14.80 from El Don, GC-12. However, there is no indication of when these were earned. Accordingly, I will simply deduct them from December, leaving net backpay in the amount of $742.96.

January, 1980-February, 1980

Gross backpay for this period was $4,439.73. Total interim earnings were $1,391.65. GC-18. Rosales is entitled to $3,048.08.

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38. I do not believe Respondent has met his burden of proving interim earnings in cotton during October and November, 1979.

39. See footnote above.

March[40]-April, 1980

Rosales had no interim earnings for any of these months. Net backpay is the total amount of wages from GC-2: $2,555.28 (March) plus $1,715.34 (April) in the total amount of $4,270.62.

May, 1980-June 1980

These are the months of the Salinas harvest when Rosales' average may and June wage is $441.40. Rosales also would have earned an additional $913.35 in area 820 and 810 during May. He had no interim earnings for these months. Net backpay for these months is $1,796.15.

July, 1980-November 6, 1980

Rosales worked for J. Leal Farms from the middle of July 1980 (II:30) to November or December 1980. He earned $4.50 hour for 8-10 hour days, working 6 days a week (excluding Saturday). (II:29-30.) Since Rosales' average monthly wage in Salinas during these months is less than his average monthly wage at Leal, no net backpay is due for the months of July, August and September. Rosales' crew earned $1,916.54 in Huron in October. Assuming Rosales averaged 9 hours a day at Leal, for a total of $40.50 daily, I will apply a J & L Farms formula for the remainder of the month, subtracting $40.50 from earnings for each day Rosales' crew worked

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40. I do not believe Respondent has met his burden of proving wages in the grape harvest during March. II:38-43.

at Bruce Church except for February 25th, which was a Saturday.[41] Rosales is entitled to $1,268.54 for October 1980.

Since GC-2 contains no gross earnings for November 1980 when the backpay period was tolled, I cannot compute any backpay owing Rosales for this month.

NET BACKPAY (WAGES)

The total amount of Rosales net backpay (wages) is $26,880.11.

B. PENSION CONTRIBUTION

Larry Silva, Respondent's Employee Relations Manager, testified that, beginning in 1975, Rosales would have accrued pension benefits equal to 6% of his gross earnings up to $18,900 and 13% of his earnings over that amount.

In 1980, the formula was changed to provide for contributions equal to 6% of gross earnings up to $20,400, and 13% of earnings over $20,400.

According to these formulae, Rosales is entitled to:

6% x 5,715.39 (wages for 1979) =	$342.92
6% x 5,726.96 (wages for 1980) =	343.76
Total	$686.68

General Counsel recommends I remit this money directly to Rosales since he has refused reinstatement. (Stip. I:21-22.) The NLRB Casehandling Manual suggests this is an appropriate procedure

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41. Respondent's crew worked approximately one week in Salinas during October. Since his wage at Leal Farms for a comparable period would be higher than his average Salinas earnings for one week, I will not figure these days in my calculation for October.

in such circumstances.

C. Vacation Benefits

Rosales is also entitled to vacation pay, which according to GC 4 was equal to 2% of gross earnings for 1976 and 4% of gross earnings for each year thereafter. Since I have determined that Respondent's liability is tolled for the period between 1976 until February 1977, his vacation pay equals 4% of his total interim earnings for the remainder of the backpay period, or $1,075.88.

D. Medical Expenses

Rosales testified he incurred a bill of 3500 pesos for the birth of his child and certain other expenses for treatment of his wife's asthma. Because I cannot conclude Respondent's insurance would have covered the treatment for asthma -- and, in any event, General Counsel has apparently waived any claim for it -- I conclude that General Counsel has not bet his burden of proving reimbursable expenses for this purpose. However, GC-19, a copy of various insurance plans, does contain a schedule for maternity benefits. Since neither party offered any record evidence of the conversion rate from pesos to dollars, I will simply take Respondent's figure of $140.00 as a judicial admission.

E. Total Amount Owing Rosales

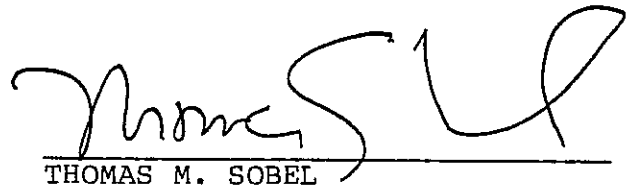
The total amount owing Rosales is:

Wages	$26,880.91
Pension Benefits	686.68
Vacation Pay	1,075.88
Medical Expenses	140.00
Total	$28,783.47

RECOMMENDED REMEDY

Respondent's obligation to make Rosales whole will be discharged by payment of $28,797.47, plus interest at the rate of 7% per annum owing until the date the decision is complied with.

DATED: July 30, 19082



THOMAS M. SOBEL
Administrative Law Officer