Fresno, California

STATE OF CALIFORNIA

AGRICULTURAL LABOR RELATIONS BOARD

GRAMIS BROTHERS FARMS, INC., and GRO-HARVESTING, INC.,	)	
Respondent,	)	Case Nos. 82-CE-4-F 82-CE-5-F
and	)	
HECTOR CHAVEZ, an individual, and JAVIER NAVARRO, an individual,	)	9 ALRB No. 60
Charging Parties.	)	

DECISION AND ORDER

On March 10, 1983 Administrative Law Judge (ALJ) Arie Schoorl issued the attached Decision in this proceeding. Thereafter, Respondent filed exceptions and a supporting brief and the General Counsel filed a reply brief.

Pursuant to the provisions of Labor Code section 1146,[1/] the Agricultural Labor Relations Board (ALRB or Board) has delegated its authority in this matter to a three-member panel.

The Board has considered the record and the ALJ's Decision in light of the exceptions and briefs and has decided to affirm the ALJ's rulings, findings, and conclusions, and to adopt his proposed Order, as modified.[2/]

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

[2/] In section (g) of our Order we have provided for the Notice to be mailed to all employees employed during the year after Hector Chavez' discharge and have therefore substituted the date March 13, 1982 for the date in the ALJ's recommended Order.

ORDER

By authority of Labor Code section 1160.3, the Agricultural Labor Relations Board (Board) hereby orders that Respondent Gramis Brothers Farms, Inc. and Gro-Harvesting, Inc., its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Discharging, laying off, or otherwise discriminating against, any agricultural employee in regard to hire or tenure of employment because he or she has engaged in any concerted activity protected by section 1152 of the Agricultural Labor Relations Act (Act).

(b) Refusing or failing to provide any agricultural employee with transportation to work sites because he or she has filed an unfair labor practice charge with the Board.

(c) In any like or related manner interfering with, restraining, or coercing any agricultural employee in the exercise of the rights guaranteed them by section 1152 of the Act.

2. Take the following affirmative actions which are deemed necessary to effectuate the policies of the Act:

(a) Offer to Hector Chavez immediate and full reinstatement to his former or substantially equivalent position without prejudice to his seniority or other employment rights or privileges.

(b) Make whole Hector Chavez for all losses of pay and other economic losses he has suffered as a result of his discharge on March 13, 1982, such amounts to be computed

in accordance with established Board precedents, plus interest thereon, computed in accordance with our Decision and Order in Lu-Ette Farms, Inc. (1982) 8 ALRB No. 55.

(c) Provide Javier Navarro, Enrique Aquino and Jose Sepulveda transportation to their work sites as long as it is Respondent's general practice to provide such transportation.

(d) Reimburse Javier Navarro, Enrique Aquino and Jose Sepulveda for automobile expenses incurred by them in providing their own transportation to their work sites at the rate of 25 cents per mile from April 2, 1982 until Respondent resumes provision of transportation or changes its general practice to provide such transportation.

(e) Preserve and, upon request, make available to this Board and its agents, for examination, photocopying, and otherwise copying, all payroll records, social security payment records, time cards, personnel records and reports, and all other records relevant and necessary to a determination by the Regional Director, of the backpay period and the amount of backpay due under the terms of this Order.

(f) Sign the Notice to Agricultural Employees attached hereto and, after its translation by a Board agent into all appropriate languages, reproduce sufficient copies in each language for the purposes set forth hereinafter.

(g) Mail copies of the attached Notice, in all appropriate languages, within 30 days after the date of issuance of this Order, to all agricultural employees employed by

Respondent at any time during the period from March 13, 1982 to March 13, 1983.

(h) Post copies of the attached Notice, in all appropriate languages, in conspicuous places on its property for 60 days, the time(s) and place(s) of posting to be determined by the Regional Director, and exercise due care to replace any Notice which has been altered, defaced, covered or removed.

(i) Arrange for a representative of Respondent or a Board agent to distribute and read the attached Notice, in all appropriate languages, to all of its agricultural employees on company time and property at time(s) and place(s) to be determined by the Regional Director. Following the reading, the Board agent shall be given the opportunity, outside the presence of supervisors and management, to answer any questions the employees may have concerning the Notice and/or their rights under the Act. The Regional Director shall determine a reasonable rate of compensation to be paid by Respondent to all nonhourly wage employees in order to compensate them for time lost at this reading and during the question-and-answer period.

(j) Notify the Regional Director in writing, within 30 days after the date of issuance of this Order, of the steps Respondent has taken to comply therewith, and continue to report

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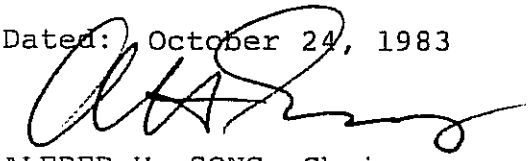
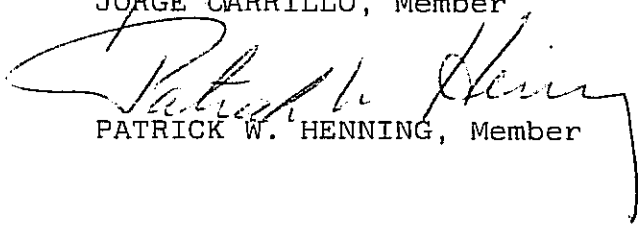
periodically thereafter, at the Regional Director's request, until full compliance is achieved.

Dated: October 24, 1983



ALFRED H. SONG, Chairman

JORGE CARRILLO, Member



PATRICK W. HENNING, Member

NOTICE TO AGRICULTURAL EMPLOYEES

After investigating charges that were filed in the Delano Regional Office, the General Counsel of the Agricultural Labor Relations Board (Board) issued a complaint which alleged that we, Gramis Brothers Farms, Inc. and Gro-Harvesting, Inc., had violated the law. After a hearing at which each side had an opportunity to present evidence, the Board found that we did violate the law by discharging employee Hector Chavez because of his protected concerted activities -- namely, his advocacy of better working and living conditions for our employees -- and by not providing Javier Navarro, Enrique Aquino, and Jose Sepulveda with transportation to their work sites because they filed an unfair labor practice charge with the Board. The Board has told us to post and publish this Notice. We will do what the Board has ordered us to do.

We also want to tell you that the Agricultural Labor Relations Act is a law that gives you and all other farm workers in California these rights:

1. To organize yourselves;
2. To form, join, or help unions;
3. To vote in a secret ballot election to decide whether you want a union to represent you;
4. To bargain with your employer about your wages and working conditions through a union chosen by a majority of the employees and certified by the Board;
5. To act together with other workers to help and protect one another; and
6. To decide not to do any of these things.

Because it is true that you have these rights, we promise that:

WE WILL NOT hereafter discharge, lay off, or in any other way discriminate against, any agricultural employee because he or she has engaged in protected concerted activities, such as advocating better working and living conditions for our employees.

WE WILL NOT hereafter refuse or fail to provide employees with transportation to work sites because they have filed unfair labor practice charges with the Board.

WE WILL reinstate Hector Chavez to his former or substantially equivalent employment, without loss of seniority or other privileges, and we will reimburse him for any pay or other money he has lost as a result of his discharge on March 13, 1982, plus interest.

WE WILL reimburse Javier Navarro, Enrique Aquino and Jose Sepulveda for all expenses incurred by them since April 2, 1982, in providing their own transportation to work sites.

Dated:

GRAMIS BROTHERS FARMS, INC.
GRO-HARVESTING, INC.

By: _____
(Representative) (Title)

If you have a question about your rights as farm workers or about this Notice, you may contact any office of the Agricultural Labor Relations Board. One office is located at 627 Main Street, Delano, California 93215. The telephone number is (805) 725-5770.

This is an official Notice of the Agricultural Labor Relations Board, an agency of the State of California.

DO NOT REMOVE OR MUTILATE.

CASE SUMMARY

GRAMIS BROTHERS FARMS, INC.,
and GRO-HARVESTING, INC.

9 ALRB No. 60
Case Nos. 82-CE-4-F
82-CE-5-F

ALJ DECISION

The ALJ found that Respondent had discharged Hector Chavez because of his agitation among Respondent's employees in favor of better working and living conditions. He found that Respondent had seized on a false report that Chavez had shoved his supervisor to explain his decision to fire him, but that his true motive in deciding to fire Chavez -- namely, Chavez' conflicts with the supervisors and his fomenting strife among the workers -- was inextricably intertwined with his protected concerted activity. Allegations of reduction in hours of three other employees, however, were dismissed, the ALJ finding that the General Counsel had failed to prove the employees' hours had been reduced. Although it was not alleged in the complaint, the ALJ found Respondent had violated section 1153(d) by depriving the same three employees of rides to work after they had filed charges with the ALRB concerning the alleged reduction in hours. He found that the issue was clearly related to the allegations of the complaint and was fully litigated at the hearing.

BOARD DECISION

The Board adopted the ALJ's Decision and Order in its entirety.

* * *

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

* * *

STATE OF CALIFORNI

AGRICULTURAL LABOR RELATIONS BOARD

PROOF OF SERVICE BY MAIL
(1013a, 2015.5 C.C.P.)

I am a citizen of the United States and a resident of the County of Sacramento. I am over the age of eighteen years and not a party to the within entitled action. My business address is: 915 Capitol Mall, 3rd Floor, Sacramento, CA 95814.

On October 24, 1983 I served the within Decision - 9 ALRB No. 60

Gramis Brothers Farms, Inc. and Gro-Harvesting, Inc., 82-CE-4/5-F

on the parties in said action, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at Sacramento, California addressed as follows:

CERTIFIED MAIL

Hector Chavez
2538 S. Rowell
Calwa, CA 93725

Javier Navarro
2538 S. Rowell
Calwa, CA 93725

HAND DELIVERED

General Counsel (2)

REGULAR MAIL

Gramis Brothers Farms
191 West Shaw, Suite 203
Fresno, CA 93704
Attn: James E. Gramis

Delano ALRB Regional Office
627 Main Street
Delano, CA 93215

Fresno ALRB Field Office
1685 "E" Street
Fresno, CA 93706

Executed on October 24, 1983 at Sacramento, California.
I certify (or declare), under penalty of perjury that the foregoing is true and correct.

Esther M. Torres
Secretary to the Board

ALRB 64 (Rev. 5/80)

STATE OF CALIFORNIA

AGRICULTURAL LABOR RELATIONS BOARD

In the Matter of: GRAMIS BROTHERS FARMS, INC., and GRO-HARVESTING, INC., Respondent, and HECTOR CHAVEZ, an individual, and JAVIER NAVARRO, an individual, Charging Parties.	)	Case No. 82-CE-4-F 82-CE-5-F

Agricultural Labor Relations Board
MAR 14 1983
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Exec. Secretary

Appearances:

Richard Rivera, Esq.
for the General Counsel

Jim Gramis,
for Respondent

DECISION OF THE ADMINISTRATIVE LAW JUDGE

ARIE SCHOORL, Administrative Law Judge: This case was heard before me on November 16, 17 and 18 in Fresno, California. The complaint, which issued on July 22, 1982, based on two charges, filed by Hector Chavez and Javier Navarro, respectively, the Charging Parties, and duly served on Gramis Brothers Farms, Inc., and Gro-Harvesting, Inc., Respondent (hereinafter referred to as Respondent) alleged that Respondent committed two violations of the Agricultural Labor Relations Act (hereinafter referred to as the ALRA or the Act). Subsequently, Respondent filed an answer denying the violations alleged in the complaint. At the hearing, General Counsel moved to amend the complaint in reference to the remedy sought and I granted that motion.

General Counsel and Respondent appeared at the hearing and General Counsel and Respondent each filed a post-hearing brief.

Upon the entire record, including my observation of the demeanor of the witnesses, and after careful consideration of the arguments and briefs of the parties, I make the following:

FINDINGS OF FACT

I. Jurisdiction

I find that Respondent is, and at all times material herein has been, an agricultural employer within the meaning of Section 1140.4(c) of the Act and that Hector Chavez and Javier Navarro are, and at all times material herein have been, agricultural employees within the meaning of Section 1140.4(b) of the Act.

II. The Alleged Unfair Labor Practices

The complaint alleged that Respondent violated section 1153(a) of the Act in March of 1982 by discharging Hector Chavez

because of his concerted and protected activities, and by reducing the hours of employment of employees Javier Navarro, Enrique Aquino, and Jose Sepulveda because of their concerted and protected activities.

III. Background Information

Gramis Brothers Farm Inc. farms leased land on the west side of Fresno County. It raises a variety of row crops including tomatoes and cantaloupe, but its principal crop is cotton. Its cotton harvest lasts from mid-October to the end of December. Jim Gramis is part owner and general manager. Fausto Ruiz is the general foreman and Jesus Pena is his assistant. Ruiz is in charge of the daily operation of Respondent's farm activities. Gramis visits the ranch numerous times each month and confers with Ruiz about Respondent's agricultural operations. Gramis speaks little or no Spanish so during the events in question his sole contacts on the ranch were Ruiz and Chavez, both bilingual. He had limited contact with the Spanish-only-speaking Pena and the rest of the employees. Respondent employs approximately 7 agricultural employees on a year-round basis and at appropriate times during the year hires additional employees for irrigation and harvesting work. Hector Chavez was the mechanic and worked from July 1981 until Respondent discharged him on or about March 13, 1982. He received orders from general foreman Fausto Ruiz and not from the assistant general foreman Jesus Pena. Javier Navarro was a year-round tractor driver who performed a variety of other jobs including weeding. He drove a cotton harvesting machine in 1981 but not in 1982. Jose Sepulveda was a year-round employee whose work consisted mainly of moving

irrigation pipes, but on occasion he performed other duties such as tractor driving and weeding. Enrique Aquino was a permanent employee whose principal work was weeding but at times he was assigned to drive a tractor.

Until April 1982, the majority of Respondent's employees including, Hector Chavez, Javier Navarro, Jose Sepulveda, Enrique Aquino, and assistant foreman Jesus Pena,[1/] resided at a labor camp on Respondent's premises. The camp consisted of a barracks-like building, four duplexes, and a shower and bathroom building. The mechanic shop was also located at the labor camp. In April 1982 Respondent closed the labor camp because the Fresno County Health Department was about to order it closed because of the unsanitary water system. Despite the closing, a number of employees, including Javier Navarro and Jose Sepulveda, continued to live in the duplexes.

IV. The Allegations that Respondent Discharged Hector Chavez Because of his Concerted Activities

a. Facts

Hector Chavez began working for Respondent as a mechanic, in July 1981. The conditions at the camp were extremely unsanitary. The water was contaminated; the sewer and garbage were open to the air, attracting an abundance of flies; and the entire premises were dirty and unkempt.

Chavez talked to his fellow employees about the camp conditions and the fact that Respondent did not pay them either the

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1. The parties stipulated that Jesus Pena and Fausto Ruiz were both supervisors within the meaning of section 1140.4(j) of the Act.

minimum wage or for overtime work. He organized two meetings of the employees at the beginning of September in the camp kitchen and they discussed the camp conditions and their wages. Almost all of the employees attended the meetings, including Jose Sepulveda and Enrique Aquino.[2/] The employees decided that the best tactic to achieve their purpose of better wages and living conditions would be a strike at the beginning of the cotton harvest and they elected Hector Chavez, Jesus Pena and Pablo Martinez, also known as Jesus Martinez, as their spokesmen.

Shortly thereafter Chavez organized English classes for the employees and conducted the classes in the camp kitchen. Chavez gave about 12 English classes, attended by approximately 15 employees. At the end of each class, he and the employees discussed their wages and the camp conditions. Jesus Pena attended two or three of these classes and stayed to participate in after-class discussions, during which he expressed his agreement that the working conditions should be improved.

Just before the cotton harvest began, Hector Chavez and the more militant employees decided not to proceed with the strike because a majority of the employees, including Jesus Pena were not in favor of any kind of work stoppage. Gramis admitted in his testimony that he had heard of those meetings and the fact that Chavez had organized them. He testified that he did not take any action because he thought that the employees were entitled to make up their own minds about engaging in union or concerted activities.

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2. Aquino attended both meetings and Sepulveda one. Javier Navarro did not attend since he was on vacation.

In November, tractor driver Pablo Martinez asked Chavez for his assistance in filing a complaint with the California Labor Commissioner about Respondent's failure to pay him any overtime wages, and Chavez gave him the requested assistance.

In December, Gramis talked to Hector Chavez about the harvesting of the cotton crop stating that it had taken too long, which had adversely affected the qualify of the cotton, and that he had lost money as a result. He told Chavez that he, Chavez, was to blame because he had advised the employees to engage in a slow-down.

Also in December foreman Fausto Ruiz warned employee Javier Navarro that if he did not stop talking to Hector Chavez it might mean his job.

In January, Hector Chavez talked to Jim Gramis about the unsanitary conditions at the labor camp and the need to clean up the camp. Gramis told Chavez to arrange to have one of the regular employees perform the work and that he would pay one-half of the cost and the resident employees would pay the remaining half. Chavez complied and designated employee Michael Rodriguez to do the work. A week later, Fausto Ruiz talked with Chavez about that arrangement and stated that Gramis should not be obligated to pay any part of the cost of cleaning the labor camp since Gramis did not live there. About that time, Ruiz also talked to Navarro and warned him again to stop talking to Chavez.

Also about that time, when Chavez asked Gramis to have a telephone installed at the camp, Gramis replied that he could not do so because the cost was prohibitive and pointed out that the foremen's pickup and the shop had radios which were hooked up with a

telephone service. Chavez replied that arrangement may serve for outgoing but not incoming calls. Chavez also suggested that Gramis provide for installation of a filter so that the labor-camp water would be sanitary. Gramis rejected that suggestion also, stating that the $15,000 cost of a filter was prohibitive.

In January Gramis learned from Ruiz that there was a division among the workers, which had arisen at the time the majority of the employees, including Jesus Pena, decided not to join with Chavez and the six more militant employees in their planned work stoppage. According to Ruiz' testimony Chavez became very critical of the work done by the anti-strike employees. Pena in turn stopped greeting and talking to the pro-strike employees, and Pena and Chavez stopped speaking to each other. Chavez testified that he believed Pena stopped talking to him because Pena was angry because Chavez had instructed an employee who was assisting Chavez in some mechanic work to follow his orders rather than Pena's with respect to the repair of some equipment.

Gramis noticed the lack of communication between Pena and Chavez and the fact that they were not getting along. When he talked to Chavez about it Chavez assured him that he could get along with a "priest or a murderer". Gramis replied that he would talk to Ruiz about getting Chavez and Pena together to see whether the problem could be solved. However, according to Gramis, the situation did not improve. He conversed several times more with Chavez about the problem but in Gramis' judgment the situation worsened.

During the entire period of Chavez's employment by

Respondent, he and Gramis were on a friendly basis. They frequently engaged in "philosophical" discussions about politics, sociology, etc. including unions and labor relations. Chavez expressed his ideas about the necessity of unions, the great poverty existing in the country and the general lack of opportunity for people of humble circumstance to own land, to farm, or otherwise to get ahead in the world. Gramis expressed his concern for the plight of the poor but pointed out to Chavez that there was opportunity for them. When Chavez expressed his favorable opinions of the UFW and farmworkers in general, Gramis pointed out that although unions could cause problems in agriculture, he believed the workers should have the right to select or reject a union, and that he would abide by their decision in that regard.

In February foreman Ruiz reported to Gramis that there was more discord among the employees, stating that many employees were not in accord with Chavez' ideas and that Chavez was treating them in an authoritarian manner. Ruiz told Gramis that the conflict between the two groups of employees had increased to a stage of chaos.[3/]

Ruiz testified that Chavez had challenged him on various matters but that he did not report that fact to Gramis because he did not want to bother him with such troublesome details. Chavez testified that he protested to Ruiz about various subjects and that he criticized Ruiz for his manner of discharging employees. Chavez

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3. However Gramis never mentioned anything about this supposed discord and conflict to Chavez until the day of the discharge. So I find that there may have been some friction but not to the degree described by Ruiz to Gramis.

did not dispute Ruiz' authority to discharge employees but protested about Ruiz and Pena verbally castigating an employee before his departure. Chavez also accused Ruiz of giving preferential treatment to those employees who had purchased automobiles from him (Ruiz) and of disfavoring others by not filing unemployment insurance payments with their correct social security numbers.[4/]

Subsequently, when Gramis talked to Chavez about his inability to get along with either Pena or Ruiz, Chavez blamed the two foremen.

In February, Chavez testified, when Ruiz began to give him less work, Chavez complained to Ruiz about that and inquired whether it meant that he was going to be discharged. Ruiz assured him that he was not being assigned less work and that it was only so in his imagination, and later reported to Gramis that Chavez was becoming defensive and bearing down harder on the workers.

On or about March 10, during a long discussion, Chavez complained to Ruiz about the unsatisfactory conditions in the labor camp, and also about Ruiz discharging employees in a harsh manner, and not reporting the employees' social security numbers to the unemployment insurance office. The discussion deteriorated into an angry argument between the two.

Ruiz subsequently reported to Gramis and he had engaged in a "philosophical" discussion with Chavez and that the latter had become angry and had shoved him. Ruiz concluded his report by

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4. If Respondent failed to report the employees' social security numbers to the unemployment insurance office, those employees whose numbers were unreported would find it difficult to collect unemployment insurance in the event of their layoff.

saying that "we have to do something and do it pretty quickly." Gramis inferred from Ruiz' words that the "something to be done" was a discharge of Chavez. Gramis testified that upon learning of that incident and the fact that Chavez had pushed Ruiz, he decided that he had no alternative but to discharge Chavez. He added that he was afraid that violence might result as a result of the continued friction between the employees. Gramis also testified that he realized at that moment that he had to choose between Ruiz and Pena, who had been with him for a number of years and Chavez who had been in his employ for only 8 months. He testified that he chose to dismiss Chavez because he could always hire another mechanic to replace him. However, since he was on friendly terms with Chavez, he decided to talk to Chavez to explain the reasons for the discharge. During a two hour discussion, Gramis explained to Chavez that he had to decide whether to retain him or Ruiz and Pena, and now that the relationship between Ruiz and Chavez had deteriorated he had decided that he had no alternative but to discharge Chavez. In addition, Gramis explained, he had to bring an end to the strife between the two contending groups of employees. Gramis admitted that he might have mentioned something to Chavez about losing money on the cotton harvest because the workers did not drive the harvest machines fast enough. Gramis never mentioned to Chavez that Ruiz had told him that Chavez had shoved him after an angry argument.

In his testimony, Chavez denied having shoved Ruiz during the argument preceding his dismissal, but he admitted that he had shoved Ruiz on the following day when he returned to pick up his tools, because Ruiz had mocked him about being discharged.

b. Analysis and Conclusion

To establish an unlawful discriminatory discharge, the General Counsel must prove by a preponderance of the evidence that the alleged discriminatee engaged in protected concerted activities, that Respondent had knowledge of such activities and that there was a casual connection between Respondent's knowledge of the activity and the subsequent discharge of the employee.

There is undisputed evidence that Hector Chavez engaged in protected concerted activities from the summer of 1981 when he attempted to organize the employees for strike action or a work stoppage, through March 1982 as he continued to protest to Jim Gramis and Fausto Ruiz about the working conditions of all the employees at Respondent's ranches. It is also undisputed that Respondent had knowledge of such concerted activities.

To prove the casual connection between the employer's knowledge of an employee's protected concerted activity and the subsequent discriminatory action, it is almost always necessary to resort to circumstantial evidence, such as timing and union animus. Of course, since General Counsel has alleged an independent 1153(a) violation, rather than an 1153(c) discharge, it is employer animus regarding protected concerted activities rather than union activities, that is to be dealt with herein.

In that instant case, the discharge occurred 3 days after the protected concerted activity: Chavez's protest to foreman Ruiz about the labor camp conditions, about Ruiz' and Pena's harsh treatment of employees upon discharge, and about Ruiz' failure to accurately report employees' social security numbers to the

unemployment insurance office.

There is ample record evidence of Respondent's animus toward Chavez' protected concerted activities, not so much on the part of Jim Gramis but certainly on the part of foreman Fausto Ruiz. Ruiz warned Javier Navarro on three occasions, in December 1981 and January 1982, to stop talking to Chavez. Moreover, Ruiz expressed his disagreement and indignation to Chavez about Chavez' arrangement with Gramis for the latter to pay half the wages for an employee to clean up the labor camp. Furthermore, it is evident from the record that Ruiz was very authoritarian in his manner of running the ranch, had an exceedingly superiority attitude toward his subordinates,[5/] and resented Chavez periodically challenging him on a variety of subjects relating to employees' working conditions.

Accordingly, I find that General Counsel has proven a prima facie case that Respondent discharged Chavez because of his protected concerted activities, and shall now consider whether Respondent has met its burden of proving that it would have discharged Chavez even if he had not engaged in any protected concerted activities.

Jim Gramis credibly testified that one of the reasons, in fact the precipitating reason, he discharged Chavez was that the latter had shoved foreman Ruiz and that he was afraid even more physical violence might ensue. If Chavez did in fact shove Ruiz

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5. In his testimony Ruiz was very disdainful in his evaluation of Enrique Aquino and Javier Navarro as workers. According to Ruiz, Aquino was only capable of weeding and Navarro was unable to drive a tractor even though little intelligence was necessary for such a task since Navarro lacked this modicum of astuteness.

Respondent would have had just cause for discharging Chavez since physical violence, against a supervisor is neither protected nor a concerted activity. However, I am not convinced that Chavez shoved Respondent at any time before his discharge. Rather, I believe, and I find, that Ruiz fabricated the shoving incident as part of his plan to convince Gramis of the urgent necessity to discharge his nemesis Chavez. Ruiz' testimony that after a "philosophical" discussion Chavez shoved him, does not ring true. There is evidence that Chavez became emotional during his philosophical discussions but not angry and certainly not angry enough to resort to violence. Moreover Ruiz' words to Gramis when he reported the claimed shoving incident ("We have to do something and do it pretty quickly"),[6/] bears out the fact that he was intent on getting Chavez fired. It is understandable why Ruiz would embark on such a course of action since Chavez was a source of constant annoyance to Ruiz, repeatedly criticizing him about his treatment of the employees. Additional proof of Ruiz' animus toward Chavez and his concerted activities was the obvious pleasure he took the next day, when Chavez returned to pick up his tools, in mocking Chavez about his discharge.[7/]

On the other hand, I credit Chavez' testimony about the subjects of the argument he had with Ruiz three days before his discharge, e.g., the conditions at the labor camp, the harsh

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6. Gramis testified that he interpreted Ruiz' words to mean that the "something to do" was to discharge Chavez.

7. The mocking of Chavez by Ruiz was typical of the latter's verbal abuse of employees, e.g., his disdainful comments, supra, about Aquino's talents being restricted to hoeing and Navarro not having the necessary intelligence to drive a tractor.

treatment meted out to the employees when they were being discharged, etc., and the mocking by Ruiz and the shoving by Chavez the day after the discharge.[8/]

As I find that as Ruiz took retaliatory action against Chavez, by reporting to Gramis that Chavez had shoved him, and recommended his discharge because of Chavez' protests about working conditions affecting employees, I conclude that Respondent by the acts and conduct of its supervisor Ruiz, violated section 1153(a) of the Act. I also concluded that Gramis himself engaged in unlawful discrimination against Chavez because of the latter's protected concerted activities. To evaluate Gramis' conduct in this respect I must analyze Gramis' testimony to the effect that he believed that Hector Chavez had shoved Fausto Ruiz, that Chavez was not getting along with foremen Ruiz and Pena and that Chavez had caused strife among the workers, and that these were his reasons for discharging Chavez.

The evidence persuades me that Jim Gramis himself wanted to get rid of Chavez because of his protected concerted activities and seized upon the incident of the claimed "shove" as a pretext for effecting his discharge. That is the only likely explanation of why Gramis did not even mention the shoving incident in his long discharge interview with Chavez, did not investigate whether he shoving incident took place or even ask Chavez about the incident and was ready to believe Ruiz's inherently incredible report that Chavez became so angry during a "philosophical discussion" that he

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8. Chavez testified in a candid manner and appeared to be endeavoring to answer questions truthfully.

resorted to violence against his supervisor. Gramis had learned of an act of violence by an employee not in connection with his customary complaints about working conditions but about philosophical concepts. Of course, this amounted to a golden opportunity to rid the enterprise of an unwanted employee. "Golden" because the shoving was a clear violation of work rules and with no connection to work-related grievances which placed it outside the purview of the ALRB laws. So Gramis proceeded to use it immediately as a ground to discharge the employee without investigation and without even mentioning the alleged assault to the offending employee.

Gramis may rationalize and believe that he discharged Chavez for reasons not related to his protected concerted activities but based on the above-described conduct of Gramis and his own testimony that even though he discharged Chavez due to his not getting along with either Ruiz or Pena and his causing personnel problems, the fact remains that he discharged Chavez for reasons inextricably intertwined with Chavez's protected concerted activities i.e. protests about the employees' working conditions. It is true that certain aspects of Chavez' concerted activities would not constitute unlawful grounds for discharge. Where an employee does not get along with his supervisors and/or other employees e.g. because of a personality clash or incompatibility, an employer could lawfully discharge the employee. However, where the inability of an employee to get along with his supervisors and/or other employees is because the employee is periodically complaining to them about working conditions then a discriminatory action

against the employee for this inability is violative of the Act because it is an unlawful interference with the employee's right to complain about or protest against working conditions affecting some or all of the employees i.e. his right to engage in protected concerted activities.

An argument could be made by Respondent that it was the incompatibility between Chavez and Ruiz and not Chavez' protests to Ruiz per se that was the cause for the discharge. Admittedly, Chavez' manner of presenting his grievances to Ruiz was characterized by an irritating, know-it-all attitude, which was understandably annoying to Ruiz. However that does not constitute an adequate defense for Respondent's discriminatory action against Chavez because Chavez, like any other employee, had the right to present the employees' protests, grievances or complaints in any manner he wished as long as it involved no resort to violence or unauthorized absence from work etc. This same discussion is applicable to Ruiz's reaction to Chavez's irritating habit of repeatedly protesting about his cavalier treatement of employees. Just because Chavez went about presenting employees' grievances in such a manner does not provide Ruiz with a legitimate bases to effectively recommend his discharge.

In its post hearing brief Respondent argues that one of the principal reasons Respondent discharged Chavez was because of Chavez's intimidations of fellow employees by brandishing both a loaded shotgun and a pistol. However, there is nothing in the record to substantiate this assertion. Moreover, James Gramis in his testimony never mentioned that one of the reasons he decided to

discharge Chavez was because of his possession of or brandishment of firearms.

Furthermore, I do not believe that Chavez' possession of firearms or alleged employment of threats of violence against coworkers played any part in Respondent's decision to discharge him. It is true, in fact undisputable, that Chavez had in his possession two firearms.[9/] However, Respondent never objected to Chavez' possession of the two weapons nor is there any evidence to indicate that Gramis told Chavez that one of the reasons he was firing him was because of his possession of guns or that Gramis ever harbored such a reason at the time he discharged Chavez. The alleged reason came to the fore at the hearing and now once again in the post hearing brief. Clearly Chavez' possession of the firearms was not a reason for the discharge but merely an afterthought on the part of Respondent.

Respondent introduced evidence about some incidents in December 1981, three months prior to the discharge, in which Chavez allegedly struck and/or threatened some coworkers including Jesus Pena.[10/] Chavez denied such actions. Moreover, there is no

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9. There was unrefuted evidence that both Ruiz and Pena possessed firearms at the camp and Respondent had no rule against such possession. Furtheremore, Chavez testified that employees Ascencion Aguila and Jose Luis Martinez also possessed firearms.

10. Employee Mariano Macias testified that in December he saw Hector Chavez strike Jesus Pena. Chavez denied so doing. Pena failed to mention such an incident in his testimony. Moreover, Macias could not remember the conduct of either Chavez or Pena leading up to the alleged blow. Accordingly, I discount Macias' testimony in this respect. Pena also testified that Chavez threatened him with physical violence but he admittedly failed to

(Footnote continued----)

evidence in the record that Gramis knew of those incidents.[11/] Accordingly, I discount such incidents as being material to any reasons Gramis considered in his decision to discharge Chavez.

Respondent also introduced evidence of other reasons for the discharge of Chavez e.g. that Chavez had deceived Gramis in obtaining a loan from him to purchase mechanic's tools when he already owned a complete set and that Chavez had failed to do an adequate job in the repair of a tractor. I categorize these alleged reasons as strictly after-the-fact rationalizations on Gramis' part since he failed to mention these reasons to Chavez during his two hour discussion with Chavez about his discharge. Furtheremore, Chavez presented persuasive evidence that he actually owned no mechanic tools when he went to work for Respondent and borrowed the money from Gramis for their purchase and that he had repaired the tractor in an adequate manner. In addition both Gramis and Ruiz testified that they had never criticized Chavez about his work.

(Footnote 10 continued----)

report this to anyone. Chavez denied making any such threats and furthermore since Pena did not report the alleged threats to either Ruiz or Gramis, there was no proof they knew about them, I will not take the alleged threats into account in evaluating the reasons Respondent decided to discharge Chavez.

11. Employees Mariano Macias and Jose Marquez who testified about Chavez' violence or threat of violence thereof, admitted that they and other employees were frequently engaged in disputes that involved physical violence. So it appears that such fighting was such a common occurrence that it would be unlikely for either Gramis or Ruiz to hear about any of the disputes Chavez was involved in and moreover there was no evidence introduced to that effect.

V. The Allegation that Respondent Shortened the Work Hours of Employees Navarro, Sepulveda, and Aquino and Ceased Providing Transportation to Employees Because of their Protected Concerted Activities

Aquino attended both, and Sepulveda one, of the employee meetings organized by Hector Chavez to consider taking strike action against the Respondent. They also attended several of the English classes and the ensuing discussions about their working conditions. In October and November Chavez talked to Navarro about the employees' grievances concerning wages and the conditions at the labor camp. In November and December foreman Fausto Ruiz told Navarro that if he continued to talk to Chavez he might lose his job. In January, Ruiz informed Navarro that he had noticed a change in him, that his work was perfect but that he did not want Navarro to talk to Hector Chavez and asked Navarro what Chavez wanted from him or Respondent. Employee Augustino Rodriguez testified that he and five other coworkers, Navarro, Sepulveda, Aquino, Jose Luis Martinez and Martin Soldano, were in agreement with Chavez about going out on strike after the other workers decided against such action. Rodriguez further testified that Pena harbored hard feelings about their differences in this respect and stopped frequenting the work camp where Chavez and the six pro-strike employees resided.

In March, Javier Navarro, Jose Sepuveda, and Enrique Aquino noticed that Respondent was reducing their work hours. They believed it was because of their participation in the employee meetings and after-class discussions with Chavez in September, their being in favor of the strike, and the fact Navarro continued to talk to Chavez despite Ruiz's orders to the contrary. On April 4,

Navarro filed an unfair labor practice against Respondent alleging unlawful discrimination against himself and his two coworkers.

In April, Fausto Ruiz asked Aquino whether he had filed a charge and Aquino answered in the affirmative. A few days later, Ruiz told him and Sepulveda that Respondent would no longer provide them with rides to their work sites.[12/] At about the same time, Ruiz told Navarro that there would be no more rides to the work-site for him. During the same month, Ruiz told Navarro, Aquino, and Sepulveda that it would be better for them to withdraw the unfair labor practice charge, otherwise it would be bad and that, in any event the State agency (ALRB) would not help them.

Ruiz denied ever making any of those statements to the employees about the ULP charge but admitted he had become very upset about Navarro filing the charge after all that he had done for him[13/] and considered what Navarro had done as a slap on the very hand which had helped him.

Respondent in effect ceased providing employees Navarro, Sepulveda and Aquino with rides to work sites. Pena testified that he stopped providing rides because Ruiz had instructed him to do so. Ruiz testified that he stopped providing the rides because he was following Gramis' orders. The latter testified that he never gave such orders, was unaware of the situation, and planned to rectify it.

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12. Respondent, during all times material herein, provided its employees with rides to their respective work sites with the exceptions herein referred to.

13. Ruiz testified that he had found Navarro down on his luck jobless and hungry and that he gave him food and a job and that Navarro repaid him with ingratitude.

In April Aquino was not given work for a few days and then was absent for a period of two weeks. He failed to contact Respondent and/or explain the reason for his absence. He reported for work during the first days of May but was told that there was no longer any work for him because of his absences.

Since April, Navarro and Sepulveda reported to work on numerous occasions and Ruiz and/or Pena told them there was no work for them. On those days according to their testimony, Navarro and Sepulveda observed new employees, and employees with less seniority than they, working in the fields. Respondent's payroll records reflect that there were days on which Navarro and Sepulveda did not work but other employees did.

During the 1982 cotton harvest season, Navarro did not operate a cotton harvesting machine as he had done in the previous season (1981). Instead, he drove a caterpillar truck. Navarro testified that he had worked only eight hours a day operating a caterpillar tractor while the cotton harvest machine operators worked eight hours straightime and two hours overtime. General Counsel argues that Respondent kept Navarro on the caterpillar rather than assigning him to the cotton harvest machine and longer hours because of his protected concerted activities.

Gramis testified that he did not assign Navarro to the cotton-harvest machine, because he thought Navarro had driven the harvest machine much too slowly the year before. Pena testified that he knew of no decision not to put Navarro to work on the harvesting machine and stated that Navarro continued to drive the caterpillar tractor, which was his regular job.

ANALYSIS AND CONCLUSION

Assistant foreman Jesus Pena attended the meetings and English classes whereat the employees, including Sepulveda and Aquino, discussed their working conditions and a possible strike. General Foreman Fausto Ruiz thrice cautioned Navarro about talking to Chavez and threatened him with loss of employment if he insisted in so doing. So it is clear that the three alleged discriminatees engaged in protected concerted activities and that Respondent had knowledge thereof.[14/]

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14. However, it is not clear that Respondent had knowledge that the three employees, Navarro, Aquino and Sepulveda, were numbered amoung the pro-strike employees. This knowledge is not a prerequisite to a violation but it would render proof of discriminatory conduct much easier if General Counsel can demonstrate that the alleged discriminatees were pro-strike and therefore more likely candidates for retaliatory action by Respondent. Employee Augustino Rodriguez was the only witness who testified in this regard and he testified that in October 1981 Pena stopped frequenting the labor camp, where Hector Chavez and the three alleged discriminatees resided to avoid contact with them and three other pro-strike employees, including himself, because Pena resented their pro-strike attitude. Without further evidence it is difficult to infer from this testimony that the witness' supposition of the reason Pena avoided the labor camp was accurate. Rodriguez' testimony in respect to Pena's treatment of pro-strike employees was uncorroborated even though Chavez, Navarro, Aquino and Sepulveda, all testified and were in a position to so corroborate. I cannot make a finding to the effect that Pena had such knowledge of the pro-strike viewpoints of the three alleged discriminatees. However, in respect to Navarro, even though there is no evidence of his pro-strike attitude, there is evidence that he would be a likely candidate for discriminatory action by Respondent since Ruiz threatened him with loss of employment if he continued to converse with Hector Chavez, the known leader of the strike movement. Of course, once Navarro filed the unfair labor practice charge on April 4, 1982 on behalf of Aquino, Sepulveda and himself, Respondent's employment practices with respect to those three employees would take a new light, at least in respect to a possible 1153(d) violation.

The first question to be answered is whether Respondent reduced the three employees' hours in March of 1982, and before they filed the unfair labor practice charge, because of their protected concerted activities. General Counsel argues that Respondent's discharge of Chavez on March 10 was the beginning of Respondent's campaign to get rid of Chavez and three of his supporters, Navarro, Sepulveda and Aquino. However, the payroll records indicate that Respondent did not effect any significant reduction of hours during the payroll period March 8 to 21. In fact, during that pay period Jose Sepulveda worked 48 hours which was more than any other employee, including the assistant General Foreman Jesus Pena, and Navarro tied for second place with 40 hours. During the pay period March 22 to April 4, the three employees worked fewer hours than all but two of the other employees.[15/] However, they were the only ones working in the tomato crop while the other employees were working in the cotton fields, which appears to explain why they worked fewer hours. Furthermore, the other employees were all employees who had long service working for Respondent.

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15. General Counsel introduced Javier Navarro's records of his own work hours into the record. Navarro's records indicate that he worked fewer hours than Respondent's records indicate and that at times Respondent credited Navarro with 5 eight-hour days rather that 4 ten-hour days. The latter difference demonstrates an attempt by Respondent to avoid paying overtime. It appears Navarro's records only underscore two practices at Respondent's, neither of which are of assistance in proving General Counsel's case. (1) Further proof of the unreliability of Respondent's records of hours worked. There was testimony that Jesus Pena kept track of the employees' hours worked in his head and then reported the date to Ruiz who in turn recorded them. (2) Proof that Respondent avoided paying overtime to Navarro. However, there was evidence that this was a common practice by Respondent, in fact one of the reasons for the employee meetings in September of 1981, so it cannot constitute disparate treatment of Navarro.

Because there is no proof of any disparate treatment of the three alleged discriminatees in respect to work hours and with respect to Aquino and Sepulveda no persuasive proof of the employer's knowledge of their pro-strike viewpoints, I find that Respondent assigned working hours to Javier Navarro, Enrique Aquino and Jose Sepulveda for legitimate business reasons.

However, after the charge was filed, Respondent accorded disparate treatment to the three employees by ceasing to provide them with transportation to their work sites because of the unfair labor practice charge which was filed against Respondent.

Immediately after the filing of the charge, Pena told the three employees that Respondent would no longer provide them with rides to the worksites, but Respondent continued to provide rides to the work sites for all other employees. During the month of April, Ruiz advised Navarro, Sepulveda, and Aquino (Miguel Seldano was also present) to withdraw the charge stating that otherwise there might be dire results for them and that in any event, the state agency would not help them. During his testimony, Ruiz stated that he was disappointed with Navarro and considered him an ingrate for having filed the charge. Accordingly, there is abundant evidence that Respondent discontinued providing transportation to the three employees because they had filed a charge and consequently I conclude that Respondent violated section 1153(d) of the Act.[16/]

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16. Although the complaint did not specifically allege a violation in respect to Respondent's refusal to furnish rides because of the three employees filing an unfair labor practice charge with the Board (an 1153(d) violation) that issue was clearly related to the allegations of the complaint and was fully litigated at the hearing.

I now consider the question of whether Respondent reduced the working hours of the three employees from April, after they filed the charge, to the present and, if so, whether it did so because of their protected concerted activities and/or their filing a charge with the Board. The first question to answer is whether Respondent did in fact reduce the working hours of the three employees. This is somewhat difficult since there is little or no evidence to use as a basis of determining what their normal hours would be.

As to Enrique Aquino, he worked fewer hours during that period, according to his own admission, only because he failed to report to work on some days because of his illness and then, later on, he was absent for two weeks without informing Respondent that he was in the hospital. Accordingly I find that Aquino's reduction in hours was due to his own conduct and therefore cannot be attributable to Respondent.

The previous year Navarro worked from March to June and then from October to December. So it appears that Navarro worked more days per year for Respondent after he engaged in protected concerted activities and filed a charge than he did before. In respect to Sepulveda, none of the parties introduced the 1981 payroll records or any other evidence as to what days and hours Sepulveda worked in 1981.

Another approach is to compare Navarro's and Sepulveda's work hours with the hours worked by other employees. In reviewing the records, I have found that in many weeks other employees worked longer hours than Navarro and Sepulveda but that there was always an

apparent business reason therefor. For example, certain weeks Navarro and Sepulveda were the only employees doing a certain kind of work. Therefore if Respondent wanted to give them more work hours it would have to give them multiple assignments and lay off other workers for a few days and not allow the other workers to work straight through on one assignment. For other weeks, Navarro and Sepulveda performed the same kind of work as the other employees. However, the employees who worked longer hours than Navarro and Sepulveda were year-round employees or high seniority irrigation workers.

The fact that Respondent did not favor Navarro and Sepulveda over its, other senior employees does not imply any improper or unlawful conduct against Navarro and Sepulveda. It is true that Navarro and Sepulveda worked fewer hours than employees with lesser seniority during approximately 5 weeks in the period from April to October. However, it amounted to only about two or three days less per 15-day payroll period.

Since that discrepancy was for a relatively short time during the six month period and for only a few days of work, it falls far short of supporting any inference that Respondent had reduced their work hours because they had participated in protected concerted activities and/or they had filed an unfair labor practice charge in April.

General Counsel argues that Respondent removed Javier Navarro from the cotton harvest machine driving job that he had the previous year and assigned him to caterpillar driving so as to reduce his work day from 11 hours to eight hours as a retaliation

against him for his protected concerted activities.

There is no dispute that Navarro worked fewer hours driving the caterpillar than he would driving the cotton harvest machine. However, Jim Gramis credibly testified that he did not return Navarro to the cotton machine work because in his opinion he performed such work too slowly the previous year. Furthermore, Gramis was concerned about the slowness of the cotton harvesting the year before as it reduced his margin of profit on the crop. Gramis credibly testified that he believed that Hector Chavez had something to do with the slowdown and so it was likely for him to believe, as he testified, that Navarro was slow in operating the harvest machine as he collaborated with Castro's recommended slowdown tactic since Navarro was one of Chavez's supporters. Of course a slow down is not a protected concerted activity so no claim can be made that Respondent unlawfully retaliated against Navarro for engaging in such a tactic.

In keeping with the foregoing, I find that the three alleged discriminatees at times worked fewer hours than other employees in 1982 but it appears that Respondent had a legitimate business reason for so doing. General Counsel has failed to prove by a preponderance of the evidence that Respondent treated the three alleged discriminatees in any other way than they would have been treated if they had not participated in protected concerted activities or had not filed an unfair labor practice charge with the ALRB.

General Counsel also contends that Respondent ceased supplying Sepulveda with tennis shoes for his irrigation work

because he had participated in protected concerted activities and/or filed a charge with the Board. However, there was uncontroverted testimony that Respondent ceased supplying tennis shoes to all the irrigators. Consequently, Respondent has failed to prove any discriminatory behavior on the part of the Respondent in this respect.

ORDER

By authority of Labor Code section 1160.3, the Agricultural Labor Relations Board (Board) hereby orders that Respondent Gramis Brothers Farms, Inc. and Gro-Harvesting, Inc., its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Discharging, laying off, or otherwise discriminating against, any agricultural employee in regard to hire or tenure of employment because he or she has engaged in any concerted activity protected by section 1152 of the Agricultural Labor Relations Act (Act).

(b) Refusing or failing to provide any agricultural employee with transportation to work sites because he or she has filed an unfair labor practice charge with the Board.

(c) In any like or related manner interfering with, restraining, or coercing any agricultural employee in the exercise of the rights guaranteed them by section 1152 of the Act.

2. Take the following affirmative actions which are deemed necessary to effectuate the policies of the Act:

(a) Offer to Hector Chavez immediate and full reinstatement to his former or substantially equivalent position,

without prejudice to his seniority or other employment rights or privileges.

(b) Make whole Hector Chavez for all losses of pay and other economic losses he has suffered as a result of his discharge on March 13, 1982, such amounts to be computed in accordance with established Board precidents, plus interest thereon, computed in accordance with our Decision and Order in Lu-Ette Farms, Inc. (Aug. 18, 1982) 8 ALRB No. 55.

(c) Provide Javier Navarro, Enrique Aquino and Jose Sepulveda transportation to their work sites as long as it is Respondent's general practice to provide such transportation.

(d) Reimburse Javier Navarro, Enrique Aquino and Jose Sepulveda for automobile expenses incurred by them in providing their own transportation to their work sites at the rate of 25¢ per mile since April 2, 1982.

(e) Preserve and, upon request, make available to this Board and its agents, for examination, photocopying, and otherwise copying, all payroll records, social security payment records, time cards, personnel records and reports, and all other records relevant and necessary to a determination, by the Regional Director, of the backpay period and the amount of backpay due under the terms of this Order.

(f) Sign the Notice to Agricultural Employees attached hereto and, after its translation by a Board agent into all appropriate languages, reproduce sufficient copies in each language for the purposes set forth hereinafter.

(g) Mail copies of the attached Notice, in all

appropriate languages, within 30 days after the date of issuance of this Order, to all agricultural employees employed by Respondent at any time during the period from August 1, 1982 to the present.

(h) Post copies of the attached Notice, in all appropriate languages, in conspicuous places on its property for 60 days, the time(s) and place(s) of posting to be determined by the Regional Director, and exercise due care to replace any Notice which has been altered, defaced, covered or removed.

(i) Arrange for a representative of Respondent or a Board agent to distribute and read the attached Notice, in all appropriate languages, to all of its agricultural employees on company time and property at time(s) and place(s) to be determined by the Regional Director. Following the reading, the Board agent shall be given the opportunity, outside the presence of supervisors and management, to answer any questions the employees may have concerning the Notice and/or their rights under the Act. The Regional Director shall determine a reasonable rate of compensation to be paid by Respondent to all nonhourly wage employees in order to compensate them for time lost at this reading and during the question-and-answer period.

(j) Notify the Regional Director in writing, within 30 days after the date of issuance of this Order, of the steps Respondent has taken to comply therewith, and continue to report periodically thereafter, at the Regional Director's request, until full compliance is achieved.

DATED: March 10, 1983.

Arie Schoorl

ARIE SCHOORL
Administrative Law Judge

NOTICE TO AGRICULTURAL EMPLOYEES

After investitaging charges that were filed in the Delano Regional Office, the General Counsel of the Agricultural Labor Relations Board (Board) issued a complaint which alleged that we, Gramis Brothers Farms, Inc. and Gro-Harvesting, Inc., had violated the law. After a hearing at which each side had an opportunity to present evidence, the Board found that we did violate the law by discharging employee Hector Chavez because of his protected concerted activities and by not providing Javier Navarro, Enrique Aquino, and Jose Selpulveda with transportation to their work sites because they filed an unfair labor practice charge with the Board. The Board has told us to post and publish this Notice. We will do what the Board has ordered us to do.

We also want to tell you that the Agricultural Labor Relations Act is a law that gives you and all other farm workers in California these rights:

1. To organize yourselves;
2. To form, join, or help unions;
3. To vote in a secret ballot election to decide whether you want a union to represent you;
4. To bargain with your employer about your wages and working conditions through a union chosen by a majority of the employees and certified by the Board;
5. To act together with other workers to help and protect one another; and
6. To decide not to do any of these things.

Because it is true that you have these rights, we promise that:

WE WILL NOT hereafter discharge, lay off, or in any other way discriminate against, any agricultural employee because he or she has engaged in protected concerted activities.

WE WILL NOT hereafter refuse or fail to provide employees with transportation to worksites because he or she has filed an unfair labor practice charge with the Board.

WE WILL reinstate Hector Chavez to his former or substantially equivalent employment, without loss of seniority or other privileges, and we will reimburse him for any pay or other money he has lost as a result of his discharge on September 23, 1980, plus interest.

WE WILL reimburse Javier Navarro, Enrique Aquino and Jose Sepulveda for all expenses incurred by them since April 2, 1982, in providing

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their own transporation to work sites.

Dated:

GRAMIS BROTHERS FARMS, INC.
GRO-HARVESTING, INC.

By: _____
Representative (Title)

If you have a question about your rights as farm workers or about this Notice, you may contact any office of the Agricultural Labor Relations Board. One office is located at 627 Main Street, Delano, California, 93215. The telephone number is (805) 725-5770.

This is an official Notice of the Agricultural Labor Relations Board, an agency of the State of California.

DO NOT REMOVE OR MUTILATE