

STATE OF CALIFORNIA  
AGRICULTURAL LABOR RELATIONS BOARD

BONITA PACKING COMPANY,	)	
	)	
Respondent,	)	
	)	No. 75-CE-147-M
and	)	
	)	
UNITED FARM WORKERS OF AMERICA,	)	3 ALRB No. 27
AFL-CIO,	)	
	)	
Charging Party.	)	
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DECISION AND ORDER

On January 6, 1977, the attached Decision of Administrative Law Officer Louis M. Zigman (ALO) was served on all parties by order of the executive secretary. The Respondent, the Charging Party and the General Counsel all filed timely exceptions to the Decision and supporting briefs.

This decision has been delegated to a three-member panel. Labor Code Section 1146.

Having considered the ALO's decision, the exceptions and briefs and the entire record in the case, we adopt the ALO's findings conclusions and recommendations to the extent consistent with this opinion.<sup>1/</sup>

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<sup>1/</sup>The Respondent excepts to the ALO's acceptance of the testimony of the General Counsel's witness Ismael Contreras Blanco. To the extent that this is the product of the ALO's credibility determinations based upon the demeanor of the witnesses it will not be over-turned unless a clear preponderance of all of the relevant evidence shows it to be incorrect. *Tex-Cal Land Management, Inc.*, 3 ALRB No. 14 (1977). Our review of the record does not disclose any basis for rejecting these determinations here. The ALO's factual findings are in any event supported by a preponderance of the evidence and we accept them as the basis for our analysis herein.

1. We, agree with Respondent that the record as a whole does not support the ALO's conclusion that the evidence establishes a violation of Section 1153(b) of the Act. That provision state

[It shall be an unfair labor practice for an agricultural employer...]

(b) To dominate or interfere with the formation or administration of any labor organization or contribute financial or other support to it.

A violation of this portion of the Act requires a finding that the degree or- nature of the employer's involvement with the labor organization has impinged upon the free exercise of the employees' rights under Section 1152 of the Act to organize themselves and deal at arm's length with the employer. In the present case the evidence goes not to the domination or interference element of the above section, but rather to its unlawful support aspect. The question is therefore not whether the Teamsters union is in fact the creation of the employer or is controlled by the employer, whether the employer has become so involved in bolstering the fortunes of that union that the self-organization rights of the employees have been blunted.

Section 8(a)(2) of the National Labor Relations Act is identical in substance to Section 1153(b) of our Act. In 1964 the NLRB took the position that the use of company time and property for union activity was not per se a violation of the NLRA. Coamo Knitting Mills, Inc., 150 NLRB 579, 58 LRRM 1116 (1964). That has remained the NLRB's position. See, e.g., Duquesne University, 198 NLRB 891, 81 LRRM 1091 (1972). We note, however, that in Coamo Mills, supra, the NLRB stressed the fact that the events detailed

in the record of that case occurred in a one union context; the parties were not shown to have had knowledge of organizational activity by any other labor organization. However, where two or more unions are in competition for the allegiance of the employees the inquiry must be expanded. Then the existence of discriminatory employer grants and denials of concessions, such as the use of company time and property, to one or the other of the unions, becomes a pivotal issue for consideration. Where the employer acts affirmatively to promote one union over the other the natural tendency of this support is to inhibit the employees in their free exercise of the rights granted under Section 1152 of the Act.

The present case arises in a "two union" context in which one is an incumbent. Our review of the record evidence, however, does not disclose the existence of discriminatory employer grants of concessions to the incumbent union, the Teamsters, or denials of the same to the "outside" union, the UFW. On the one occasion found by the ALO, the Teamsters appeared at lunchtime to address the crew and were granted that right by the supervisor. The ALO found that the supervisor directed some employees to attend this meeting.<sup>2/</sup> Following the Teamster address an additional ten minutes

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<sup>2/</sup>On this basis alone, Member Ruiz finds a violation of Section 1153 (a) of the Act which states that it is an unfair labor practice for an employer to "interfere with, restrain, or coerce agricultural employees in the exercise of their rights guaranteed in Section 1152." Section 1152 guarantees employees the right to refrain from organizational activities" as well as the right to engage in them. Member Ruiz finds it coercive for an employer to require attendance by employees at a union meeting, even on company time. He does not dissent because, for other violations found by the ALO, the order to Respondent already requires that it cease and desist from coercing employees in exercise of their rights under the Act.

of company time was granted to offset the loss of that amount of the employees' lunch hour. The record does not disclose that the UFW ever requested a similar meeting. There is, however, positive evidence that the UFW was exercising its rights of access under Section 20900 of the Regulations (8 Cal. Admin. Code Section 20900 (1975)) during this period of time.

In the overall context of this case the record is inadequate to support this charge. There is no evidence of discriminate! employer action, and we view the totality of the employer conduct established in the record as de minimis. For these reasons, the Rockville Nursing Center, 193 NLRB 959, 78 LRRM 1519 (1971), decision relied upon by the ALO is distinguishable and not controlling. We therefore dismiss that portion of the complaint alleging violation of Section 1153 (b).<sup>3/</sup>

## 2. The Remedy

We modify the terms of the ALO's recommended remedies in the following respects:

(1) In keeping with our rulings in Tex-Cal Land Management, Inc., supra, and Pinkham Properties, Inc., 3 ALRB No. 14 (1977) we require that the attached NOTICE TO WORKERS be read in English and Spanish and any other language deemed appropriate by the regional director at the commencement of the 1977 harvest season, on company time, to all those then employed, by a

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<sup>3/</sup>We note also our disagreement with the ALO's statement that the ALRA does not contain a so-called "free speech" provision similar to Section S (c) of the KLRA. Section 1155 of the ALRA contains language virtually identical to that found in the N.L.R.A.

company representative or by a Board agent, and that the Board agent be accorded the opportunity to answer questions which employees might have regarding the NOTICE and their rights under Section 1152 of the Act. The regional director shall determine a reasonable amount of compensation to be paid by Respondent to its piece-rate employees, if any, to compensate for their time spent at this reading and the question and answer period which may follow.

(2) Strike portion 1(b) of the proposed Order and renumber accordingly.

(3) We modify Section 2(b) of the proposed Order to require mailing to those employees on the Respondent's payrolls during the period September 1, 1975 to October 1, 1975, the period generally encompassing the violations found by the ALO herein.

(4) We modify the language of the proposed NOTICE to reflect this opinion and our view of the style of language which should be utilized in notices directed at agricultural employees.

Accordingly, IT IS HEREBY ORDERED that the Respondent Bonita Packing Company, its agents, successors, and assigns shall

1. Cease and desist from:

(a) Discouraging membership of any of its employees in the United Farm Workers of America, AFL-CIO, or any other labor Organization, by unlawfully promulgating and enforcing a rule against union solicitation or transferring employees to other crews, or in any other manner discriminating against individuals in regard to their hire or tenure of employment or any term or condition of employment, except as authorized in Section 1153 (c) of the Act.

(b) In any other manner interfering with, restraining and coercing employees in the exercise of their right of self-organization, to form, join or assist labor organizations, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of continued employment as authorized in Section 1153 (c) of the Act.

2. Take the following affirmative action which is deemed necessary to effectuate the policies of the Act:

(a) Post in conspicuous places, including all places where notices to employees are customarily posted, copies of the attached NOTICE TO WORKERS. Copies of said NOTICE shall be posted by Respondent immediately upon receipt and shall be signed by Respondent's representative. Reasonable steps shall be taken to insure that said notices are not altered, defaced or covered by any other material. Said notice shall be posted for a period of sixty days and shall be in English and Spanish.

(b) Issue to each current employee, and mail to all employees on the payrolls for the period September 1, 1975 to October 1, 1975, a copy of said NOTICE in Spanish and in English.

(c) Have the attached NOTICE read in English and Spanish, and any other language deemed appropriate by the regional director at the commencement of the 1977 harvest season on company time by a company representative or by a Board agent, the regional

director to determine a reasonable rate of compensation for piece-rate workers, if any, in attendance, and following the reading, accord said Board agent the opportunity to answer questions which employees may have regarding the NOTICE, and their rights under Section 1152 of the Act.

(d) Notify the regional director of the Salinas regional office, within 20 days from receipt of a copy of this decision of steps Respondent has taken to comply therewith, and continue to report periodically thereafter until full compliance is achieved.

IT IS FURTHER ORDERED that all allegations of the complaint, as amended, not specifically found herein shall be, and hereby are, dismissed.

Dated: March 22, 1977

GERALD A. BROWN, Chairman

RICHARD JOHNSEN, J R. , Member

RONALD L. RUIZ, Member

NOTICE TO WORKERS

After a trial where each side had a chance to present their facts, the Agricultural Labor Relations Board has found that we interfered with the rights of our workers. The Board has told us to send out and post this NOTICE.

We will do what the Board has ordered, and also tell you that:

The Agricultural Labor Relations Act is a law that gives all farm workers these rights:

- (1) to organize themselves;
- (2) to form, join or help unions;
- (3) to bargain as a group and choose whom they want to speak for them;
- (4) to act together with other workers to try to get a contract or to help or protect one another;
- (5) to decide not to do any of these things.

Because this is true we promise that:

WE WILL NOT do anything in the future that forces you to do, or stops you from doing any of the things listed above.

Especially:

WE WILL NOT change your work crew or job to stop you from being involved in union activity.

WE WILL evenly apply our work rules so that you won't be singled out only because you talk about unions on work time.

Dated:

BONITA PACKING COMPANY

By: \_\_\_\_\_  
(Representative) (Title)

This is an official NOTICE of the Agricultural Labor Relations Board, an agency of the State of California. DO NOT REMOVE OR MUTILATE:

STATE OF CALIFORNIA  
AGRICULTURAL LABOR RELATIONS BOARD



BONITA PACKING COMPANY, )

Respondent, )

and )

UNITED FARM WORKERS OF AMERICA, )  
ALF-CIO, )

Charging Party, )

and )

TEAMSTERS LOCAL 865, INTERNATIONAL )  
BROTHERHOOD OF TEMPERERS, CHAUFFEURS, )  
WAREHOUSEMEN & HELPERS OF AMERICA )

Intervenor )

Case No. 75-CE- 147-M

Raquel C. Leon, Esq.,  
of Ventura, California  
for the General Counsel

Western Growers Association, by  
Charley M. Stoll, Esq.  
of Newport Beach, California  
for Respondent

William H. Steiner, Esq.,  
of Los Angeles, California  
for the Charging Party

Chris Gardner,  
of Santa Maria California  
for the Intervenor

DECISION  
Statement of the Case

Louis M. Zigman, Administrative Law Officer: This case was heard before me in Santa Maria, California, on December 15 and 16, 1975. The complaint alleges violations of Section 1153 ( a ) , ( b ) and ( c ) of the Agricultural Labor Relations Act , herein the Act , by Bonita Packing Company, herein

called Respondent. The complaint is based upon charges filed on September 29, 1975. by the United Farm Workers of America, AFL-CIO, herein called the Union. Said complaint was amended at the hearing alleging additional violations of Section 1153 ( a ) and ( c ). Copies of the charges and amended charges were duly served on Respondent.

This case was consolidated for hearing with Case No. 75-RC-140-M which concerned objections to the election which was held on October 2, 1975 at Respondent's facility. Said objections were raised by the Employer/Respondent and are not related to any of the operative facts or charges in the instant unfair labor practice case. The objections have been reported separately and are not reported as part of this decision. The election was won by the Union.

All parties were given full opportunity to participate in the hearing, and after close thereof, the General Counsel filed a brief in support of its position.

Upon the entire record including my observation of the demeanor of the witnesses and after careful consideration of the brief filed by the General Counsel, I make the following:

#### I. Findings of Fact

Respondent, a corporation located in Santa Barbara County, California, operates a packing shed and is engaged in the harvesting of various agricultural crops on land owned by growers in and around Santa Barbara County. In its answer Respondent admitted that it is an agricultural employer within the meaning of Section 1140.4 ( c ) of the Act. Based on the answer of Respondent and upon the record as a whole I find that Respondent is an agricultural employer within the meaning of the Act.

#### II. Labor Organizations Involved

United Farm Workers of America, AFL-CIO, herein called the Union and/or UFW, is a labor organization within the meaning of Section 1140.4 ( f ) of the Act.

Teamsters Local 865, International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, herein Teamsters, is a labor organization within the meaning of Section 1140.4 ( f ) of the Act.

#### III. The Alleged Unfair Labor Practices

The complaint and amendments allege that Respondent violated Section 1153 ( a ) "by conduct which amounted to creating the impression of surveillance, threats of discharge, unlawful interrogation and threats of violence. In addition the complaint alleges that Respondent violated Section 1153 ( b ) by giving unlawful assistance and support to the Teamsters union and furthermore violated Section 1153 ( c ) by unlawfully transferring two employees, Ismael Contreras Blanco and Rosa Contreras, to another crew in order to discourage their union activity.

Respondent denies that it has engaged in any conduct violative of the Act.

A. Background

Respondent is a farm cooperative owned by seven growers in Santa Barbara County. It employs several harvesting crews to harvest crops which it cleans packs and sells on behalf of the corporation. Respondent also harvests, packs and distributes produce for other growers in Santa Barbara County.

For a number of years Respondent has had two separate collective bargaining agreements with the Teamsters, one covering a unit of the packing shed workers and the other covering a unit of field (harvest) workers.

B. Sequence of Events

During the early part of September, 1975,<sup>1/</sup> the UFW began an organizational campaign of Respondent's field workers. On September 24, the UFW filed a petition for an election in a unit comprised of field workers and the Teamsters intervened. The election was held on October 2; the UFW was successful and the Employer then filed objections.

During the month of September crew foreman Felix Comacho had several conversations with Ismael Contreras Blanco, herein Blanco, one of which is the subject of allegations concerning 1153 ( a ) of the Act.

Approximately two weeks before the election Blanco and Contreras were transferred to another crew and the day after the election they were returned to their former crews. Those transfers are the subject of the allegations concerning 1153 ( c ) of the Act.

With respect to the allegations concerning 1153 ( b ) , they concern meetings held by supervisor Ferini in which he expressed his preference for the Teamsters and meetings conducted on Respondent's premises by Teamster organizers.

C . Statements by Felix Comacho  
(Threats, Interrogation & Surveillance)

Blanco stated that he had several conversations with supervisor Comacho during the month before the election but he could only recall the specific context of one of those conversations. Blanco testified that the conversation Took place in the morning as he stood by his tractor. It was about two weeks before the election and when Comacho approached Comacho told him that he had heard that Blanco had been talking to other workers about the UFW. Blanco stated that he was just talking to his friends and Comacho replied that he shouldn't talk in favor of the UFW, because he was causing the company alot of problems. Blanco replied that they had a right to organize and to protect their future. Comacho responded by telling Blanco that he didn't have anything to complain about because he was getting benefits from the company. Comacho also told him that lie didn't want him talking to his friends about the UFW and that he shouldn't talk to them while they were working. Blanco replied that ho couldn't stay quiet all

Comacho's testimony was similar to Blanco's and he stated that he didn't mind Blanco talking about the UFW during "breaks but he did not want him talking about it during work. He conceded that Respondent had no restriction against talking during work and that Blanco, as well as the others, frequently talked and sang during work. He testified that he told Blanco to stop talking about the UFWJ because he didn't want to have any arguments.

#### D. Support & Assistance for the Teamsters

There was testimony concerning a meeting held by Teamster organizers on one of the fields about two weeks before the election. The testimony by Blanco and Comacho was virtually undisputed in that four Teamster organizers approached Comacho one day, about noon, and asked to speak to the workers. Comacho complied with their request and told the workers to come together to listen to the organizers. The meeting lasted about ten or fifteen minutes and the Teamsters basically spoke about Their union. At the conclusion of the meeting they passed out copies of their collective bargaining agreement with Respondent.

The only significant deviation from the testimony of Blanco and Comacho was that Blanco stated that he was ordered to attend the meeting while Comacho denies ordering anyone. Blanco testified that he was going to eat lunch in his car with three other workers and Comacho told them to come back and listen to the representatives. When Blanco continued walking, according to Blanco, Comacho then yelled at him and told him to come back. Blanco and the three other workers then complied.

After the meeting Comacho told the workers to take a few more minutes to finish their lunches and they did.

Another instance of alleged assistance concerned a meeting called by Respondent at which Milo Ferini, one of Respondent's shareholders and supervisors, spoke,<sup>2/</sup> Comacho gathered the workers and then he served as interpreter for Ferini. According to Blanco and Contreras Ferini asked them if they would vote for the Teamsters because the Teamsters had already won an election at his other farm, Betteravia, and the Bonita Packing crews sometimes worked at Betteravaia alongside the Betteravia crew, He said that he didn't want two unions at one place because if there were two unions they would be fighting for the work and because the benefits would be different between one union and the other. He did not make any other kinds of threads during that conversation.

Comacho's testimony was similar and he testified that Ferini said that he didn't want two unions at one place because he didn't want to see fights break out. He explained that fights might occur when there were two unions with different work rules, wages and so forth.

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<sup>2/</sup>General Counsel asserts that there were two similar meetings called by Ferini but the testimony appears that there was only one such meeting and that it took place the clay before the election.

The final instance of unlawful assistance occurred on a morning about three weeks before the election. Several Teamsters came into the field "and distributed copies of collective bargaining agreements. Later that same day they returned carrying a writing tablet and asked the workers to sign if they wanted to vote. Many of the workers continued working and Comacho came by and told the people to sign the sheets as they didn't mean anything. Most of the workers then complied. Comacho testified that he saw the Teamsters in the field and they left after a few minutes. He said that he didn't ask them to leave because he thought that they had a right to be there since they were the collective bargaining agent for the employees.

E. The Transfer of Ismael G. Blanco & Rosa Contreras

About two or three weeks before the election both Blanco and Contreras were transferred out of their usual work crews. The day after the election both were returned to their respective crews. After reviewing the oral testimony and Respondent's payroll records all the parties stipulated and agreed that neither Blanco nor Contreras suffered any loss of pay due to the transfer. Comacho admitted quite candidly that he transferred Blanco because he kept talking about the UFW7, however he denied transferring Contreras for the same reason «He stated that he transferred Contreras along with 'nine other women in her crew because they were starting to cut frozen' cauliflower and this was too physical for women. When the work was completed Contreras was returned to her crew.

F. Discussion of the Issues & Conclusions

Comacho's admonition to Blanco that he shouldn't discuss the UFW with other workers during working time was in effect a rule forbidding union solicitation during working hours, Since there was no prohibition against on any other type of conversation while work was in progress it appears that the rule was being discriminatorily enforced against one employee, Blanco, and his beliefs. Therefore inasmuch as the promulgation and enforcement of the rule was discriminatorily applied to thwart union beliefs it is in violation of Section 1153 ( a ) of the Act, E.D.S.Corp 187 NLRB 698; 81 LRRM 2233; See also Louisville Chain Co. , 161 NLRB 358.

The other allegations concerning unlawful interrogation, threats and surveillance by Commacho were not sufficiently established through the testimony of the General Counsel's witnesses.

General Counsel further alleges that Ferini's statements with respect to predictions of fighting in the fields was an unlawful threat of adverse consequences. Although the Act does not include a provision similar to Section 8 ( c ) of the National Labor Relations Act , as amended, it appears that an employer retains his rights of free speech and expression as provided for in the Constitution subject to the limitations of Section 1153 ( a ). The statements attributed to Ferini do not amount to threats of force or reprisal within the control of Respondent nor were they unduly inflammatory inasmuch as Ferini expressed his reasons for his opinion. Therefore his opinion and reasons could be properly evaluated by the workers. Union Carbide

With respect to the allegations of unlawful assistance it appears from the credited testimony of Blanco that Comacho did indeed order him and at least three other workers to attend the noontime meeting called by the Teamster organizers. Although access to the Teamster organizers during noon is not a violation, it is a violation where an employer directs and/or orders employees to attend union meetings. Rockville Nursing Center, 193 NLRB 959, 78 LRRM 1519. Therefore I find that Respondent violated Section 1153 (b) of the Act.

The evidence concerning the incident in the field when the Teamsters asked for signatures was too vague in which to make any finding of a violation. There was no affirmative evidence which demonstrated that the Teamsters were not permitted on the property and in view of the fact that they were the collective bargaining agent and the ambiguity in the testimony the General Counsel has not met its burden of establishing an independent violation by this conduct. Nor, as General Counsel asserts, was there an adequate demonstration that Respondent permitted free access to the Teamsters on Respondent's property.

And finally, with respect to the allegation of unlawfull transfer, Comacho admitted that he moved Blanco because of his union activities "and that action therefore is a violation of Section 1153 (c) of the Act. Sunbeam Corporation, 211 NLRB No. 75, 87 LRRM 1112. However the credited testimony of Comacho established that Contreras was transferred along with nine other female workers for valid business reasons and therefore the allegation with respect to her transfer is without merit.

For the foregoing reasons I find that Respondent violated Sections 1153 (a) (b) and (c) of the Act.

#### IV. The Remedy

Having found that Respondent has engaged in certain unfair labor practices within the meaning of Section 1153 (a)(b) and (c) of the Act, I shall recommend that Respondent cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

The unfair labor practices committed by Respondent strike at the heart of the rights guaranteed to employees by Section 1152 of the Act. The inference is warranted that Respondent maintains an attitude of opposition to the purposes of the Act with respect to protection of employees in general. It will be accordingly be recommended that Respondent cease and desist from infringing in any manner upon the rights guaranteed in Section 1152 of the Act.

The General Counsel urges that the employees be given remedial notices in addition to posting at Respondent's premises. Inasmuch as the workers worke in different fields and therefore may not have an opportunity to read posted notices I believe that a notice should be posted by Respondent at its facility together with the mailing of copies of each, in English and Spanish, to each of its employees.

The General Counsel also urges that Respondent be ordered to award costs to the General Counsel and to the Charging Party. While the Board, like the NLRB, has discretion to award attorneys' fees and costs in appropriate cases, this case is not of the nature to warrant attorneys' fees. Valley Farms and Rose J. Farms, 2 ALRB No. 41.

As indicated hereinabove General Counsel withdrew any request for back pay inasmuch as Blanco suffered no loss by his two to three week transfer.

Upon the basis of the entire record, the findings of fact, and conclusions of law, and pursuant to Section 1160.3 of the Act, I hereby issue the following recommended:

#### ORDER

Respondents, their officers, their agents, and representatives, shall

1. Cease and desist from:

( a ) Discouraging membership of any of its employees in the United Farm Workers of America, AFL-CIO, or any other labor organization, by unlawfully promulgating and enforcing a rule against union solicitation or transferring employees to other crews, or in any other manner discriminating against individuals in regard to their hire or tenure of employment or any term or condition of employment, except as authorized in Section 1153 ( c ) of the Act .

( b ) Encouraging or in any other manner giving assistance to the International Brotherhood of Teamsters, Chauffeurs, Warehousemen of America or any other labor organization by requiring employees to attend union meetings.

( c ) In any other manner interfering with, restraining and coercing employees in the exercise of their right to self organization, to form, join or assist labor organizations, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of continued employment as authorized in Section 1153 ( c ) of the Act .

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

( a ) Post in conspicuous places, including all places where notices to employees are customarily posted, copies of the attached notice marked "Appendix". Copies of said notice shall be posted by Respondent immediately upon receipt thereto and shall be signed by Respondent's representative. Reasonable steps shall be taken to insure that said notices are not altered, defaced or covered by any other material, Said notice shall be posted for a period of sixty days and shall be in English and Spanish.

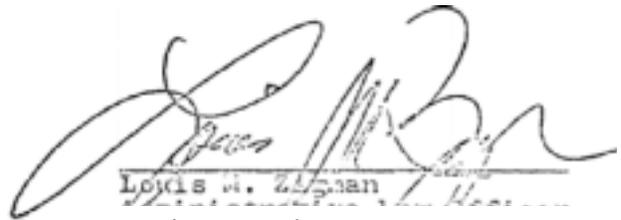
( b ) Mail to each employee a copy of said notice in Spanish and in English.

(8)

(c) Notify the Regional Director in the Ventura Regional Office, or the Executive Secretary at the Board's main office in Sacramento, within twenty days from receipt of a copy of this Decision of steps Respondent has taken to comply therewith, and continue to report periodically thereafter until full compliance is achieved.

It is further recommended that the allegations of the complaint alleging violations of Section 1153 (a) by unlawful threats and interrogation be dismissed and that the allegations with respect to the unlawful transfer of Contreras in violation of Section 1153 (c) also be dismissed.

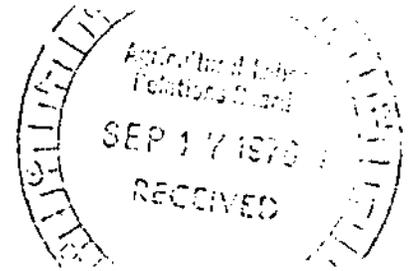
Dated:



Louis M. Zigman

Louis M. Zigman  
Administrative law Officer

APPENDIX  
NOTICE TO EMPLOYEES



After a hearing in which all parties presented evidence, an Administrative Law Officer of the Agricultural Labor Relations Board has found that we have engaged in violations of the Agricultural Labor Relations Act. In order to remedy such conduct, we are required to post this notice and to mail copies of this notice to our employees. We intend to comply with this requirement, and to abide by the following commitments:

- (1) We will not transfer workers to other crews in order to stop them from engaging in union activity.
- (2) We will not enforce rules discriminatorily against talking about unions.
- (3) We will not require any of our workers to attend union meetings.

All our workers/employees are free to support, become or remain members of the United Farm Workers of America, AFL-CIO, or of any other union. We will not in any manner interfere with the rights of our employees to engage in these and other activities, or to refrain from engaging in such activities, which are guaranteed them by the Agricultural Labor Relations Act.