

STATE OF CALIFORNIA
AGRICULTURAL LABOR RELATIONS BOARD

PAUL W. BERTUCCIO,)	
)	Case No. 81-CE-75-SAL
Respondent,)	
)	
and)	
)	10 ALRB No. 10
UNITED FARM WORKERS OF)	
AMERICA, AFL-CIO,)	
)	
Charging Party.)	

DECISION AND ORDER

On June 16, 1983, Administrative Law Judge (ALJ) William A. Resneck issued the attached Decision and recommended Order. Thereafter, General Counsel and Respondent timely filed exceptions to the ALJ's Decision and accompanying briefs, and Respondent timely filed a response to General Counsel's exceptions.

Pursuant to 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 attached Decision in light of the exceptions and briefs and reply brief, and has decided to affirm the ALJ's rulings, findings and conclusions as modified herein, and to adopt his recommended

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^{1/}All section references herein are to the California Labor Code unless otherwise specified.

Order with modifications.^{2/}

Nonassignment of Miscellaneous Shed Work to Five Discriminatees

Respondent excepts to the ALJ's conclusion that it unlawfully denied five workers,^{3/} (hereinafter referred to as the five discriminatees) miscellaneous shed work after the onion shed closed on January 15, 1981. We find merit in Respondent's exception and conclude that its decision not to give any of the five discriminatees miscellaneous shed work was based on legitimate business reasons.

Respondent maintains four packing sheds, with the main ones being the onion shed, apricot shed and the pepper shed. When the onion shed closes, miscellaneous shed work consists of repairing broken boxes, trays and pallets for various crops and doing general clean-up work. It was uncontroverted that

^{2/} In dismissing the allegation that Respondent discriminatorily assigned Ramiro and Jesus Perez field work from February, 1981, through June, 1981, we do not adopt the ALJ's finding that Perez had to make a request in order to be eligible to be transferred from field work to the shed. For reasons discussed in this Decision, we find that there was insufficient miscellaneous shed work for Ramiro and Jesus Perez and their employment in the field was therefore not in violation of the Agricultural Labor Relations Act (Act). Had General Counsel shown that sufficient work was available in the shed during this time period, it would not have been a necessary element of a prima facie case to show that the two workers requested work. In Paul W. Bertuccio (1982) 8 ALRB No. 39, the Board specifically noted that Ramiro and Jesus were primarily shed workers who worked year-round in the shed and that they had performed field work only for short periods of time. As such, their assignment in the field beyond a short period of time when sufficient work was available in the shed could have been the basis for a prima facie case of a violation of the Act, regardless of whether they made a request to transfer back to the shed.

^{3/} Ramiro Perez, Jesus Perez, Vicente Cisneros, Anselmo Delgado and Jose Sandoval.

in 1980 and 1981 there was less miscellaneous shed work to do because, in each of those two years, the apricot crop was sold on the trees rather than as dried fruit, thus reducing the amount of breakage of boxes, trays and pallets. In fact, in 1980, the only two discriminatees who had previously performed miscellaneous shed work after the onion shed closed, Ramiro and Jesus Perez, were assigned to work in the fields instead of the shed after the onion shed closed.

It was admitted that less senior employees were retained in the sheds after the five discriminatees were laid off on January 15, 1981 and that some of them performed the miscellaneous shed work which remained. However, Respondent demonstrated that the basis for the retention of these shed employees and their assignment to miscellaneous shed work was valid and nondiscriminatory. Tina Bertuccio testified that the retained shed employees had regular duties during the layoff period which were different than the duties of the five discriminatees who were laid off: namely duties as truck drivers, loaders and equipment salesmen.^{4/} Because the miscellaneous shed work was minimal, it was given to the retained shed employees as incidental

^{4/} Although Ramiro testified that he had worked driving trucks, he did not specify what trucks he drove and further admitted he had not driven trucks since 1975. Tina Bertuccio specifically testified that Ramiro had not driven the delivery or field crop trucks that the retained truck drivers drove. And even though Jesus Perez testified he had loaded anise and cardone before, he likewise admitted this had occurred several years previously. While the discriminatees had been assigned field work in previous years when the onion shed closed, the retained truck drivers and loaders who were identified by name had not been assigned to do field work in prior years.

work to be performed during slow periods of twenty minutes to a half hour duration. We therefore conclude that Respondent did not violate sections 1153(a) and (c) by not assigning the five discriminatees miscellaneous shed work after January 15, 1981.

January 15, 1981 Layoff

Respondent also excepts to the ALJ's finding that Respondent laid off the same five discriminatees rather than give them available field work in the anise and cardone harvest during the period of January 15, 1981 (the date they were laid off) through February 16, 1981 (the date they were rehired). We find no merit in this exception. The General Counsel established a prima facie case that the five discriminatees were denied available field work due to thier union support. All five were well-known union supporters, and two of them, Ramiro and Jesus Perez, were key union leaders. All five discriminatees had previously worked year-round and had been given field work in prior years. One discriminatee, Vicente Cisneros, had worked primarily in the field the year before and had experience in harvesting anise and cardone with Respondent. Respondent had field work available in Inez Villegas¹ crew, which was harvesting anise and cardone and occasionally thinning and weeding lettuce. Furthermore, the failure to give the discriminatees the field work being performed by Inez Villegas' crew contradicted Respondent's policy of giving preference in assignment of work to its own workers over the employees of labor contractor Quintero. Eight workers in Inez Villegas' crew were supplied

through Quintero. Additionally, at least four employees of Villegas' crew were newly hired that month. Finally, Respondent displayed its antiunion animus towards Ramiro and Jesus Perez in a prior case, (see 8 ALRB No. 39) and towards the five discriminatees once it did hire them back on February 16, 1981. Respondent then segregated the five discriminatees from Inez Villegas' crew even when working in the same field (see discussion infra), and one of the discriminatees was told by field supervisor Jose Duran in May 1981, that the segregation was so that they would not "contaminate" or make the workers in Inez Villegas' crew "sick" with the Union. The evidence therefore strongly supports General Counsel's position that Respondent was motivated by its antiunion animus when it denied the discriminatees field work they had been assigned to in the past. The burden therefore shifts to Respondent to show that despite such union animus it nonetheless would not have given the discriminatees the available field work for legitimate nondiscriminatory reasons. (See Wright Line, Inc. (1980) 251 NLRB 1083 [105 LRRM 1169].)

Respondent's defense consisted of testimony by field supervisor Duran that heavy rainfall in January 1981 restricted field work to the harvest of anise and cardone, work which none of the discriminatees except for Vicente Cisneros had performed in the past. However, Respondent's defense is unpersuasive. Duran never testified (beyond his conclusory statement) as to why experience was a prerequisite to harvesting anise or cardone or what required skills the discriminatees did not possess. The defense of lack of experience was discredited by Duran's

admission that not all of the workers in Inez Villegas' crew during the time in question had worked in the harvest of anise and cardone before. See University Townhouses Corp. (1982) 260 NLRB 1381 [109 LRRM 1321] (Employer defense that layoff was because of lack of experience discredited by hiring employees with no experience as painters). In fact, payroll records introduced as General Counsel's Exhibit 10 show that four new workers in Inez Villegas' crew began working for Respondent for the first time in January 1981,^{5/} and therefore did not have any field work experience with Respondent. Additionally, the five discriminatees had experience thinning and weeding lettuce in prior years. Respondent's records (General Counsel's Exhibit 5) show that Inez Villegas' crew thinned and weeded lettuce on January 19, 20, and 31 and on February 2, 3, and 4. Finally, Respondent never addressed why Vicente Cisneros, who Duran admitted had experience harvesting anise and cardone, was not given field work on January 15, 1981.

Respondent's defense therefore fails to overcome the General Counsel's prima facie case, and we conclude that Respondent violated section 1153(a) and (c) by laying off the five discriminatees on January 15, 1981. We will order Respondent to pay the discriminatees for any losses suffered as a result

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^{5/} Supervisor Duran identified Inez Villegas¹ workers as experienced lettuce crew workers, having worked with Respondent prior to 1981. Inez Villegas, on the other hand, remembered that several of his workers had started to work just a very short time prior to January 15, 1981.

of this violation of the Agricultural Labor Relations Act (Act).^{6/}

Inclusion of Jose Sandoval as a Discriminatee

Respondent objects to the inclusion of employee Jose Sandoval as a discriminatee in the ALJ's recommended Order. Although Sandoval was not named in the allegation of the Complaint concerning the refusal to employ named shed workers from January 15, 1981 to February 16, 1981, the ALJ included him in his order because the prayer of relief for backpay included his name. However, Sandoval was only alleged as having been discriminatorily segregated from the rest of the work force and not as having been discriminatorily laid off.

The Board has traditionally held that whether or not it will find a violation based on events not alleged in a complaint depends on whether the matter was fully litigated. (See Kawano, Inc. (1979) 4 ALRB No. 104, enforced 106 Cal.App.3d 937.) The Board has also focused on whether the essential facts are in dispute and whether the matter is closely related to the subject matter of the complaint. (Anderson Farms Co. (1977) 3 ALRB No. 67; Giannini & Del Chiaro Co. (1980) 6 ALRB No. 38.)

Jose Sandoval's layoff and rehire situation is virtually

^{6/} In light of the Board's Decisions in cases Paul W. Bertuccio (1979) 5 ALRB No. 5, Paul W. Bertuccio (1982) 8 ALRB No. 39, Bertuccio Farms (1982) 8 ALRB No. 70, and Paul W. Bertuccio (1982) 8 ALRB No. 101, finding that Respondent has committed violations of the ALRA, and because two highly visible union leaders, Ramiro and Jesus Perez, were the subject of discrimination in this case, as well as in 8 ALRB No. 39, we find it appropriate to require in this case that Respondent mail notices to its employees employed from the date of its violation on January 15, 1981 until the date the notice is mailed.

identical to that of the other four discriminatees. He was a long-time shed worker, was a visible union supporter, worked year-round in prior years including performing field work, accompanied the other four discriminatees to ask for work during the layoff period in question, was rehired at the same time and was segregated along with the other four discriminatees from the rest of the work force. Respondent's defense to the allegation of failing to give field work was the general claim that none of the shed workers, including Jose Sandoval, had experience in cutting anise and cardone.^{7/} In Merrill Farms (1982) 8 ALRB No. 4, we upheld the ALJ's granting of General Counsel's motion to amend the complaint at the close of hearing to allege discrimination against an entire crew when the evidence of both General Counsel's case and Respondent's business

^{7/} Direct examination of Respondent's witness Jose Duran, field supervisor, by Respondent's attorney:

- Q Okay. And do you remember any of the workers?
What happened to the workers after it closed, those workers who were employed in the shed?
- A A lot of them were waiting for -- until we started thinning the lettuce.
- Q And was there work -- who was waiting in particular?
- A Well, the ones that usually come back to the field, like Ramiro Perez, Jesus Perez, Jose Sandoval -- I don't remember the rest.
- Q Why weren't those people taken into the field as soon as the shed closed?
- A Because there wasn't any work in the fields. It was raining every day.
- Q But Inez Villegas did have a crew in the field at that time, didn't he?
- A Yes.
- Q And why weren't those people put in Inez Villegas' crew to do the field work?
- A Because they had never been in that kind of work, that kind with the anise and cardone.

justification (lack of seniority and elimination of an entire crew) was general in nature as to the entire crew. Here the allegation generally concerned the refusal to employ shed workers, and Respondent's defense as to why it did not hire the shed workers, including Sandoval, was generally that they did not have experience harvesting anise and cardone.

We therefore affirm the ALJ's inclusion of Sandoval in his recommended Order.

Segregation of Pro-Union Workers into a Separate Crew

We affirm the findings and conclusions of the ALJ that Respondent violated section 1153(a) and (c) by segregating seven pro-union employees^{8/} into a small crew (hereinafter referred to as the "small crew").

All seven employees were well-known UFW supporters. Field supervisor Jose Duran made statements that the purpose of the segregation was to prevent the discriminatees from organizing Villegas' crew. Although the records support Respondent's contention that the discriminatees spent more than the one week in Villegas' crew and that some of the discriminatees worked a substantial period of time in Villegas' crew following the week of May 7, 1981, it is nonetheless clear that the small crew was segregated for substantial periods of time, including when they worked in the same field as Villegas' crew. Respondent's motivation in segregating the discriminatees is further shown by the fact that the same day the combined crews

^{8/} Ramiro Perez, Jesus Perez, Jose Sandoval, Vicente Cisneros Anselmo Delgado, Jorge Rodriguez and Javier Ceja.

elected union representatives, the discriminatees were separated out from the large crew again. General Counsel sustained its burden of showing a prima facie case of discrimination.

Respondent's explanation for the segregation is unpersuasive. Respondent argued that it had used small crews in the past for up to three months to perform special projects or to do jobs where it was too costly to use a large crew. The evidence indicated that some jobs, such as thinning apricots or finishing up the thinning and weeding of fields, were traditionally done by small crews. However, the small crew was segregated even when working the same fields as the large crew where cost was not a factor. Although Duran admitted to possibly segregating the small crew from the large crew in the same field, he offered no explanation why that would happen. While Respondent did demonstrate its past practice and need to employ small crews in certain situations, and for extended periods of time, it did not demonstrate any need to keep a small crew segregated from a large crew working in the same field.

The facts of this case are similar to those in Kawano, Inc. (1978) 4 ALRB No. 104, enforced 106 Cal.App.3d 937, where the employer unlawfully segregated five known UFW supporters in a small field away from the remaining work force in order to isolate their union activity. The only workers in Kawano sent to work alongside the union supporters were the foreman's wife and son. When another crew of workers worked in the same field, they worked in different parts of the field, passing the five union workers for only short periods of time. In the instant

case, the small crew was likewise segregated from the large crew by working at the opposite end of the same field. Duran's explicit statements that the purpose of the segregation was to keep the discriminatees from organizing Villegas' crew, the lack of justification for segregating the small crew when working in the same field, and the segregation of the discriminatees on the same day crew representatives were elected support the ALJ's finding that the segregation was motivated by Respondent's union animus.^{9/}

The evidence also supports the ALJ's finding that Respondent violated the Act by assigning uncultivated portions of fields to these seven pro-union employees. It is true, as Respondent contends, that even Villegas' crew worked at times in uncultivated fields. However, Respondent, for anti-union reasons, segregated the large crew from the small crew while they worked in the same field, and assigned them to work the cultivated and uncultivated portions respectively, when it otherwise would have employed all workers in one crew to work both the cultivated and uncultivated portions of the field together. By segregating the discriminatees based upon their union support and giving them uncultivated portions of the field

^{9/} We need not decide whether the discriminatees in fact continued to be segregated after May 7, 1981 because such a finding adds nothing to the remedy. We will impose a cease and desist order for the segregation that did occur before May 7, 1981. The ALJ found that no loss of hours occurred as a result of the segregation and no exceptions were filed to this finding. Therefore, our remedy of cease and desist language will be adequate to prevent Respondent from continuing to segregate the discriminatees from other crews because of their union activity.

to work, Respondent clearly signalled to its employees that continued union support would result in discriminatory work assignments.^{10/}

ORDER

By authority of Labor Code section 1160.3, the Agricultural Labor Relations Board (Board) hereby orders that Respondent, its officers, agents, successors and assigns shall:

1. Cease and desist from:

(a) Laying off, refusing to employ, or otherwise discriminating against any agricultural employee because of his or her union activities or concerted activities protected by section 1152 of the Agricultural Labor Relations Act (Act),

(b) Segregating or assigning more onerous work to any agricultural employee because of his or her union activities or concerted activities protected by section 1152

^{10/} Respondent's argument that the employees' union support is too remote to support a violation is without merit. The work stoppages and picketing occurred in the summer of 1980, and are not too remote in time to be a basis for finding that Respondent's action was discriminatory. (See J. R. Norton (1982) 9 ALRB No. 18.) Ramiro and Jesus Perez' union activity continued when they attended negotiations through December 1982. As late as May 1981, the seven employees were electing crew representatives. In any event, Duran's statements that the purpose of the segregation was to keep the discriminatees from organizing Villegas¹ crew demonstrate that Respondent's animus was in fact based upon the employees' union support.

Similarly, the fact that the discriminatees did not complain to the Union about their segregation or the difficulty of the work does not overcome the testimony of several of the discriminatees, as well as nondiscriminatee employee witnesses, which establishes the fact of discrimination. A prima facie case of discrimination does not require that an employee make a vocal complaint to his union representative about discrimination.

of the Act.

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

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

(a) Make whole Ramiro Perez, Jesus Perez, Anselmo Delgado, Jose Sandoval and Vicente Cisneros for all losses of pay and other economic losses they have suffered as a result of the January 15, 1981 layoff, such amounts to be computed in accordance with established Board precedents plus interest thereon computed in accordance with the decision in Lu-Ette Farms, Inc. (1980) 8 ALRB No. 55.

(b) Preserve and, upon request, make available to the 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.

(c) 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.

(d) 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 January 1981 until the date on which the said Notice is mailed.

(e) Post copies of the attached Notice, in all appropriate languages, in conspicuous places on its property for sixty (60) days, the period(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.

(f) Arrange for a representative of Respondent or a Board agent to distribute and read the attached Notice, in all appropriate languages, to its 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 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.

(g) 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 with its terms, and continue to

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

Dated: March 9, 1984

ALFRED H. SONG, Chairman

JORGE CARRILLO, Member

PATRICK W. HENNING, Member

NOTICE TO AGRICULTURAL EMPLOYEES

After investigating charges that were filed in the Salinas Regional Office, the General Counsel of the Agricultural Labor Relations Board issued a complaint which alleged that we 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 laying off five employees because of their union activity, and by segregating pro-union workers into a separate crew and assigning them more difficult work.

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 reassign any employee to less desirable work, or refuse to employ any employee or separate any employee from other employees because he or she has engaged in union activity or any other protected concerted activity.

WE WILL pay Ramiro Perez, Jesus Perez, Anselmo Delgado, Jose Sandoval and Vicente Cisneros backpay for all economic losses they suffered as a result of our refusal to employ them from January 15, 1981 to February 16, 1981.

Dated:

PAUL BERTUCCIO

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 112 Boronda Road, Salinas, California 93907. The telephone number is (408) 443-3161.

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

PAUL BERTUCCIO

10 ALRB No. 10
Case No. 81-CE-75-SAL

ALJ DECISION

The ALJ found that Respondent unlawfully discriminated against five shed workers because of their union support by not assigning them miscellaneous shed work or field work from January 15, 1981 through February 16, 1981. The ALJ included in the remedial order the name of one worker not specifically named in the complaint on the basis that the worker's name appeared generally in the prayer of relief for backpay. The ALJ also concluded that Respondent unlawfully segregated seven prounion supporters from a larger, regular crew for most of approximately five months and unlawfully assigned them more difficult work in uncultivated portions of fields. The ALJ dismissed allegations that Respondent discriminatorily assigned two key union supporters to field work rather than giving them shed work, that Respondent unlawfully delayed the rehiring of a union supporter for a week upon that employee's return from Mexico, and that Respondent failed to bargain about the formation of the small crew of seven prounion supporters who were segregated from the larger, regular crew.

BOARD DECISION

The Board affirmed the findings, rulings, and conclusions of the ALJ, with modifications. The Board reversed the ALJ's finding that Respondent unlawfully denied the five shed workers miscellaneous shed work, finding instead that Respondent had successfully shown that it had a legitimate, nondiscriminatory reason for assigning such work to other workers in the shed who were performing their regular duties. The Board, however, affirmed the ALJ's finding that Respondent unlawfully denied the five shed workers available field work. The Board upheld the inclusion in the remedial Order of the worker not named in the complaint on the basis that the matter was fully litigated as to that employee.

The Board held that it did not need to decide whether, in fact, Respondent unlawfully segregated the small crew of seven prounion workers from May 7, 1981 to the end of June 1981, since the evidence established that Respondent unlawfully segregated the small crew prior to May 7 and the remedy was generally a cease and desist order.

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

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STATE OF CALIFORNIA
AGRICULTURAL LABOR RELATIONS BOARD

In the Matter of:)
)
 PAUL BERTUCCIO,) NO. 81-CE-75-SAL
)
 Respondent,)
)
 and)
)
 UNITED FARM WORKERS OF)
 AMERICA, AFL-CIO,)
)
 Charging Party.)

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for Respondent

DECISION

STATEMENT OF THE CASE

WILLIAM A. RESNECK, Administrative Law Judge:

This case was heard before me in Hollister, California, on November 17, 22, and 23, 1982 and involves six unfair labor practice charges. The original Complaint issued on

August 3, 1982 based on charges filed against Respondent on June 8, 1982. On September 28, 1982 General Counsel filed a First Amended Complaint adding an additional allegation, and on November 9, 1982 General Counsel filed a Second Amended Complaint. Finally, at the hearing, General Counsel further amended the Complaint by adding an additional allegation of refusal to rehire, an allegation that two named discriminatees were assigned more arduous work, and a modification of the remedy for one of the discriminatees. The amendments made by motion at the hearing were reduced to writing and served on November 30, 1982.

The unfair labor practice charges essentially involve the following allegations:

1. Refusal to rehire Ramiro Perez, Jesus Perez, Anselmo Delgado, Jose Sandoval and Vicente Cisneros from the period January 15, 1981 to February 14, 1981.
2. Refusal to rehire Javier Ceja on March 25, 1981.
3. The segregation of pro-UFW workers, including the above discriminatees into a separate crew from February 16 through June 1981.
4. Assigning Ramiro Perez and Jesus Perez to do field work rather than shed work.
5. Discriminatory acts against all the above discriminatees by assigning them more arduous work, and
6. Refusal to bargain by unilaterally introducing new work assignments.

Respondent denies committing any unfair labor practice charges. Respondent, however, admitted in its Answer the jurisdictional allegations of the Complaint and the supervisory status of Jose Duran and Inez Villegas.

All parties were given full opportunity to participate, and. General Counsel and employer were represented at the hearing. After the close of the hearing, General Counsel and the employer filed Briefs.

Based upon the entire record, including my observations of the witnesses, and after full consideration of the Briefs by the parties, I make the following:

FINDINGS OF FACT

I

JURISDICTION

Employer stipulated it is an agricultural employer within Section 1140.4(c) of the Act, and that the United Farm Workers is a labor organization within the meaning of Section 1140.4(f), and I so find.

II

THE EMPLOYER'S OPERATION

Paul W. Bertuccio is a sole proprietor of his farming operation, assisted by his wife, Tina Bertuccio, who works with him on the ranch. Mr. Bertuccio makes decisions concerning operations of the ranch, while Mrs. Bertuccio makes decisions in certain areas and exercises supervisory authority

over the employees. The Bertuccios employ several foremen, and below the foremen are subforemen, or "lead men". The principal business of Respondent is the raising of produce, packing the produce in packing sheds and shipping them to non-retail dealers.

The company grows numerous crops, including but not limited to, lettuce, onions, ornamental corn, gourds, walnuts, green peppers, sugar beets, apricots, tomatoes, squash, garlic, cardoni, and anise. The crops are grown on approximately 2,500 acres located in the vicinity of Hollister, San Benito County, California. The ranch areas are not contiguous, and are found in several different locations ranging from near the town of Hollister to approximately 15 miles away. Of the total acreage operated by Respondent, approximately one-half is leased land.

In addition, Respondent maintains a retail produce stand located at the company headquarters near Hollister which is operated by Tina Bertuccio. At the same location Respondent maintains four packing sheds, with the main ones being the onion shed, the apricot shed and the pepper shed. Respondent's office is located at the same location, near the sheds and retail store.

In late 1977 the UFW organized the agricultural employees of Respondent. This organizational drive led to an election on October 17, 1977, which the UFW won. Respondent objected to the election. The Board certified the UFW as the collective

bargaining representative of Respondent's agricultural employees on November 17, 1978. A certification and negotiating committee was formed by Respondent's employees, and during 1979 the UFW, the negotiating committee and the Bertuccios met in several bargaining sessions. No contract had been agreed to by the parties at the time of the hearing of this matter.

III

THE DISCRIMINATEES

The alleged unfair labor practices here run from January through June, 1981 and involve seven named discriminatees. The allegations range from refusal to hire, segregation into a separate crew, the assignment of more arduous work, a refusal to transfer two of the discriminatees from field work to shed work, and a refusal to bargain about the alleged unilateral changes. The seven discriminatees are: Ramiro Perez, Jesus Perez, Javier Ceja, Anselmo Delgado, Jorge Rodriguez, Jose Sandoval and Vicente Cisneros. Accordingly, in order to understand the context of these present charges, each of the discriminatee's background will be examined.

A. Ramiro Perez: Ramiro has worked for Respondent since 1973, primarily as an employee in the sheds. He would pile boxes in bins, nail, loan and unload, and repair pallets. He was elected president of the union negotiating committee

in December 1978 and participated in negotiating sessions in 1979 and 1980 (G.C. Ex.8)^{1/} He also actively participated in work stoppages in the summer of 1980 and picketed at the 1980 Gilroy Garlic Festival. In a prior ALRB proceeding involving Respondent, Respondent was found guilty of a discriminatory refusal to transfer Ramiro Perez from field work to the onion shed. Paul W. Bertuccio (1982) 8 ALRB No. 39, pp.6-9.

B. Jesus Perez: Jesus has been an employee of Respondent since 1960 and is the uncle of Ramiro. He was an active union supporter and participated in various union activities, including attendance at negotiation sessions and attendance at union meetings. He participated in the election of crew representatives, was a member of the negotiating committee, participated in the 1980 work stoppage, and picketed at the Gilroy Garlic Festival. Respondent was also found guilty of discriminatory conduct against him in a prior ALRB proceeding, refusing to transfer him from field work to shed work, primarily because of his close working relationship and familial relationship with Ramiro Perez. Paul W. Bertuccio (1982) 8 ALRB No. 39, pp.2-6.

1 / General Counsel's exhibits will be designated (G.C.Ex.__) Respondent's exhibits will be designated (Resp.Ex.__). References to the transcripts of the proceedings will be a Roman Numeral, I through III, indicating the transcript volume, followed by the page number of that volume.

C. Javier Ceja: Javier began working for Respondent in 1976 and was also a strong union activist. He organized the work stoppages in 1980, approached supervisors regarding grievance and complaints from employees about working conditions, was a member of the negotiating committee and was found by the ALRB to be a strong union activist in a prior unfair labor practice proceeding involving Respondent. Bertuccio Farms (1982) 8 ALRB No. 70, p.2.

D. Anselmo Delgado: Anselmo has worked for Respondent since 1962 as a shed worker. He attended negotiation sessions in 1980 and participated in the work stoppages and the Gilroy Garlic Festival as a picket.

E. Jorge Rodriguez: Jorge began working for Respondent in May 1980 and worked in the fields until August 1980 when he was assigned to the onion shed at his request. He was also a union activist, named a crew representative, and attended negotiation sessions.

F. Jose Sandoval: Jose has worked for Respondent since 1970, primarily as a shed worker. He was also an active union member, participating in union meetings, voting on proposals and attending negotiating sessions. He also participated in the work stoppages of 1980 and the picketing at the Gilroy Garlic Festival. He also had a close association with Ramiro Perez, as he would ride to work daily with him and accompanied him each time they went to ask Respondent for work.² /

2 / The association with Ramiro is critical since the ALRB found in a prior unfair labor practice proceeding involving Respondent that Jesus Perez was discriminated against because of his relationship with Ramiro Perez. Paul W. Bertuccio (1982) 8 ALRB No. 39, p.5

G. Vicente Cisneros: Vicente began working for Respondent in 1979 performing various jobs such as watering lettuce boxes out in the field, working in anise and cardoni, and thinning and hoeing work. He also worked in the onion shed. Vicente was a member of the union, attended union meetings and actively participated, including voting on proposals and attending negotiation sessions. He participated in the 1980 work stoppages, the 1980 Gilroy Garlic Festival picketing, and regularly wore a UFW button.

ANALYSIS AND CONCLUSIONS

I. REFUSAL TO REHIRE:

There is no factual dispute that Vicente Cisnero, Anselmo Delgado, Jesus Perez, Ramiro Perez, and Jose Sandoval were laid off on January 15 and re-hired on February 16. The issue arises as to whether the lay-off was motivated because of Respondent's anti-union animus and its knowledge of the discriminatees' participation in protected activity as the General Counsel claims; or whether the lay-offs were due to lack of available work during the time period in question.³/

When the onion shed was closed on January 15, General Counsel argues that either the named discriminatees

3 / Although Jose Sandoval is not specifically mentioned in the charging allegations of the Complaint with reference to the lay-off and discriminatory refusal to rehire during this period, he is one of the agricultural employees alleged in Paragraph 4 of the Second Amended Complaint for whom a remedy is sought in Paragraph 2 (f) of the Prayer for Relief (G.C.Ex. 1-L) Accordingly, he is one of the discriminatees for whom relief would be appropriate, if discriminatory conduct is found.

should have been given miscellaneous work around the onion shed, or should have been assigned to Inez Villega's crew doing field work during this period. Vicente Cisneros testified that he asked for work once during this period. Ramiro Perez testified that Vicente accompanied them on another occasion when they all went to ask for work. Anselmo Delgado accompanied Ramiro and Jesus Perez when they went to ask Respondent for work. Jesus Perez accompanied Ramiro when he went to ask for work at Respondent's, and although he did not remember the exact number of times, it was perhaps as many as three or four times. Ramiro Perez testified that he asked for work on three occasions, and that when he did so, Jose, Anselmo and Vicente all accompanied him. Finally, Jose Sandoval testified that he accompanied Ramiro and Jesus when they went to ask for work.

Respondent offers several defenses. First, the workers who continued to work around the shed after January 15, 1981 were truck drivers, loaders and shed workers who never worked in the fields. Moreover, Respondent contends that the discriminatees were not hired to do field work, since the only field work available during this period was harvesting anise and cardoni, and that the discriminatees, except for Vicente Cisneros, had no prior experience in harvesting anise and cardoni. Finally, Respondent argues that there was no work available since during January 1981 the rainfall was unusually heavy, curtailing Respondent's field operations.

In the past both Jesus and Ramiro Perez had been primarily shed workers. In a prior proceeding Jesus Perez had been found to be primarily a shed worker and had performed tasks in the shed off and on since 1960. Moreover, Ramiro had worked for Respondent since 1973 and he had been primarily employed in the shed year round. Their work in the shed had been to fix boxes, trays and load and sort sacks and produce, and clean up. Moreover, Ramiro Perez was also trained as a fork lift operator and both Ramiro and Jesus Perez had more seniority over the workers hired to do the shed work during this period.

Anselmo Delgado had worked for Respondent since 1962 and was also a shed worker. Accordingly, he also had more seniority than those retained to work in the shed. Anselmo Delgado did not testify at the hearing. The remaining discriminatee, Vicente Cisneros, had had prior experience harvesting anise and cardoni and thus could have been employed in the field. In addition, during this time period from January to February, new employees with less experience or no experience were hired to do field work. Finally, employees from the labor contractor, Quintero, were hired during this time period in contradiction of Respondent's express policy to give preference to its own employees before using those from a labor contractor.

In order to establish a prima facie case of discrimination the General Counsel must show by a preponderance

of evidence that the employees involved were engaged in protected activities; that Respondent had knowledge of such activities; and there was some connection or causal relationship between the protected activities and the discrimination. Nishi Greenhouse (1981) 7 ALRB No. 18. In J. R. Norton Company (1983) 9 ALRB No. 18, the Board found that past union activities of the discriminatees were sufficient to satisfy the preponderance of evidence needed for the present charges when the Respondent changed its policy of giving preference to workers with more seniority. Exactly the same sort of conduct is involved here.

Preliminarily, Respondent has sufficient knowledge of each of the discriminatee's union activity to support the requisite knowledge. Not only were Ramiro Perez and Jesus Perez found by the Board to be strong union activists in prior ALRB hearings, but all discriminatees had actively participated in picketing, work stoppages and negotiations between the employer and the union. In addition, all discriminatees either had been shed workers in the past, or, in the case of Vicente Cisneros, had the requisite experience to do the field work that was available during this period. Further, Respondent's policy of giving preference to senior employees and preference to its own workers rather than those provided by the labor contractor Quintero, was directly contradicted by its hiring practices during the relevant time. Accordingly, I find by a preponderance of the evidence that General Counsel has sustained its burden here.

II. REFUSAL TO REHIRE JAVIER CEJA:

Javier has been working for Respondent since 1976 to the present, except for 1978. In December 1980 he left for Mexico. Javier testified that he did not say how long he would be gone, while Tina Bertuccio testified that he told her he would return in two weeks. Tina also testified that she marked on his employment records that he would only be gone two weeks (Resp. Ex.D).

Javier testified that he returned to work on March 24 and asked for work on March 25. He testified that he again asked for work three or four days later, and again the following day. He testified that he was hired approximately one week after he returned from Mexico and other people with less experience were hired before him.

Tina testified that he returned on March 27, and when he asked for work he was told to go see Duran. He did not see Duran until three or four days later, and he started work on April 3. Respondent also contends that no new workers were hired on April 1 or 2.

There is no question of employer knowledge of Javier's union activities, since he was found in a prior ALRB proceeding to be a strong union activist. Thus Respondent's contention that his union activity was too remote, since it involved activities in 1980, is rejected since it is clear that Javier was actively engaged in union activities throughout his term of employment. However, I do not find that

General Counsel has established by a preponderance of the evidence that the delay of approximately one week in hiring Javier was due to any discrimination against him because of his union activity. If Javier's testimony is to be believed, he did not advise Tina Bertuccio when he would be returning from Mexico. If her testimony is to be believed, he told her he would return in two weeks. In any event, he was absent for four months. Under those circumstances I find that the employer did not discriminate against him by finding him employment within three or four days after he went to see Duran as instructed.

III. THE SEGREGATION OF PRO-UNION WORKERS INTO A SEPARATE CREW FROM FEBRUARY 16 THROUGH JUNE 1981.

There is no dispute that when the alleged discriminatees returned to work they were formed into a small crew composed of Jesus Perez, Anselmo Delgado, Jose Sandoval, Jorge Rodriguez, Javier Ceja, Vicente Cisneros and Ramiro Perez. Inez Villegas, the foreman of the crew, confirmed that in his testimony (I:61-62). It is also acknowledged that this small crew worked separately during this time period except for about a week (I:72). Villegas also acknowledged that while the workers were together for that week they had a meeting and elected Javier Ceja as crew representative (I:73). It was also admitted that Duran ordered him to separate out the above-named discriminatees into a small crew immediately after the election (I:74-75).

General Counsel contends that the only purpose for this small crew was to segregate the active union supporters from the remainder of the workers, and thus intimidate them and interfere with their organizational rights. Respondent contends that it is common practice to have small crews and that no inference should be drawn in and of itself from the very existence of a small crew. However, General Counsel counters that although Respondent may have had small crews, no small crews worked alone without a foreman for this period of time in the past.

General Counsel contends that the real motive for this small crew was borne out by the statement of Jose Duran, supervisor, when he told Ramiro Perez that the small crew would contaminate and sicken Inez's regular crew (I:84) Vicente Cisneros also testified that he overheard Duran say he had "an order from the old man" [Paul Bertuccio] not to join the small crew to Inez's regular crew because it would contaminate Inez's crew (II:55). Santiago Barrajas (a non-discriminatee) overheard Duran comment to Inez that a small crew would make people sick if joined with Inez's crew (II:41). When Duran was questioned about this statement, he "did not remember" making such a statement (III:22). Finally, Inez Villegas acknowledged that Duran told him to separate out the small crew again after the meeting where both crews had been joined and the crew representatives had been elected (I:74-75).

The evidence overwhelmingly supports General Counsel's contention that the existence and segregation of the small crew was prohibited discriminatory conduct. Preliminarily, all of the members in this small crew were the most active union participants in Respondent's employ. In fact, Ramiro Perez, Jesus Perez and Javier Ceja had all been named discriminatees in prior ALRB proceedings involving Respondent. To establish the employer engaged in unlawful discrimination, General Counsel must prove by a preponderance of the evidence that the employees were engaged in union activities or other protected concerted activities, that the employer had knowledge of that activity, and that there is a causal relationship between the activity and the act of discrimination. Tejon Agricultural Partners (1982) 8 ALRB No. 92, p.9. Once it is established that protected activity was the basis for the employer's action, the burden then shifts to the employer to show that it would have taken that action even absent protected activity. Nishi Greenhouse (1981) 7 ALRB No. 18; Wright Line, Inc. (1980) 251 NLRB 1083, 105 LRRM 1169.

Employer has offered no justification, nor can it, for the prolonged existence of this small crew. Moreover, direct evidence was given which was unrefuted that the motivation of the employer was the union activity of the members of the small crew. Finally, it is more than coincidental that after the small crew had been joined to the large

crew for a week, once the crew representatives were elected in a meeting from the combined crews, including one of the members of the small crew, the small crew was immediately separated and segregated again from the remaining workers the following day. Therefore, I find employer's action here discriminatory and prohibited by the Act.

IV. ASSIGNING RAMIRO PEREZ AND JESUS PEREZ FIELD WORK RATHER THAN SHED WORK:

In Paul W. Bertuccio (1982) 8 ALRB No. 39, it was held that Respondent had violated Section 1153 (c) and (a) of the Act by transferring Jesus and Ramiro Perez from their usual assignments in the packing shed to work in the fields. General Counsel contends that Respondent continued this unlawful practice by its assignments of Jesus and Ramiro Perez to do field work for the period February to June.

Respondent contends that there is no discriminatory conduct because there is no evidence that the onion shed work was more agreeable or less arduous than the field work. Further, Respondent points out that neither Ramiro nor Jesus Perez ever requested return to the onion shed after their assignment to field work in February 1981 until the onion operation commenced in June 1981.

This last argument of Respondent is the most convincing. No evidence was presented that either Ramiro or Jesus Perez at any time during the four months they were assigned to field work ever protested to Respondent or re-

requested a transfer to the onion shed. Moreover, in the prior ALRB proceeding the Board found that Respondent had sufficiently justified that his operations required flexibility in assigning and reassigning workers. Thus the Board held that the mere transfer of Jesus Perez to the field in and of itself was not sufficient to support a finding of discrimination by Respondent (8 ALRB No. 39, p.5). Further, in the prior ALRB proceeding, both Jesus and Ramiro Perez had specifically requested a reassignment from field work to shed work. Since the record is devoid of any such request here, I find that General Counsel has failed to establish an unfair labor practice.

V. DISCRIMINATORY WORK ASSIGNMENTS:

General Counsel contends that not only was the existence of the small crew in itself discriminatory, but that the work assignments given to this small crew were also discriminatory. Specifically, General Counsel contends that the small crew was assigned fields that had not been cultivated and that it was also assigned to pull weeds by hand. Respondent contends that all crews occasionally had to work in uncultivated fields, and that it did not affect the wages or hours of a crew paid an hourly basis. Further, Respondent contends that members of the small crew never protested, and thus it had no opportunity to remedy any claimed unfair practices.

Preliminarily, the evidence overwhelmingly established that the small crew was given uncultivated portions of the field while the regular crew was not given such assignments. Felix Rodriguez (a non-discriminatee) who worked in Inez Villegas's crew from January through March testified that on three separate occasions when both crews worked in the same field, the small crew's portion of the field was not cultivated, which made it harder for their members to work. (II:3-6). Santiago Barrajas (a non-discriminatee) worked in Inez Villegas's crew in 1981 from February through April. On two different occasions in two different fields he observed a small crew working in the same field, but their portion of the field was not cultivated (II:36-40). Vicente Cisneros also testified that Inez's crews had the cultivated side of the field while their side was not cultivated (II:54). Javier Ceja also testified that while they worked in the same field as Inez Villegas's crew their part of the field was not cultivated (II:102).

Employer's conduct here is alleged to have violated Section 1153(c) which requires a showing that employer's discriminatory conduct reasonably tended "to encourage or discourage membership in any labor organization." In Merrill Farms (1982) 8 ALRB No. 4, the Board upheld the finding of the Administrative Law Judge that giving less assistance to pro-union workers than others is a violation

of 1153(c). Similarly in Kawano (1977) 3 ALRB No. 54, re-assigning a known union supporter to a more difficult turf (from tomato-spraying to picking) has been held to be a violation of Section 1153(c) where the re-assignment was because of union activity or union sympathy. Further in Sam Andrews & Sons (1977) 3 ALRB No. 45, retaliating against pro-union employees by requiring them to weed with a six-inch knife instead of the usual long-handled tool was found to be discrimination and therefore a violation of Section 1153(c).

The record here similarly supports a finding of such discrimination. Although all employees were paid by the hour and thus not subject to any economic penalty, numerous testimony throughout the hearing from the witnesses cited above emphasized the greater difficulty in dealing with uncultivated fields. Moreover, the employees would certainly be inhibited or discouraged from pro-union activities if they thought that such support would lead them to a more difficult work assignment. Accordingly, I find the employer guilty of this violation also.

VI. REFUSAL TO BARGAIN BY UNILATERALLY INTRODUCING NEW WORK ASSIGNMENTS:

This allegation basically incorporates charges in the earlier allegations and seeks a make-whole remedy for what is alleged to be a unilateral refusal to bargain.

General Counsel contends that segregating a group of people into one crew and keeping them together in a small crew for this unprecedented length of time is a unilateral change in working conditions and thus violates the employer's duty to bargain prior to making such changes. General Counsel further requests that if a violation is found, that its employees be made whole for such losses as defined by Adams Dairy (1978) 4 ALRB No. 24.

During the hearing it was pointed out by Respondent's counsel, and agreed to by General Counsel, that there was no precedent one way or the other concerning the applicability of the make-whole remedy to a unilateral change situation. (I:8-9). Moreover, in its Brief, General Counsel did not directly address this problem, nor did it offer any authorities to support the imposition of such a remedy here.

Respondent contends that there is no evidence that the work assignments given to the small crew were any different from those given in the past. Moreover, Respondent points both to its past practice of assigning workers to a small crew and the business necessity for using small crews. The records support Respondent's contention that small crews have been used in the past (G.C.Ex.3 & 4). Finally, Geoffrey Gega, Respondent's negotiator, testified that the UFW negotiators never raised the issue of small crews as a subject of bargaining or a unilateral change either prior to or subsequent to the charge in this case (I:130-131). That testimony went un rebutted.

Accordingly, both the lack of evidence and the lack of precedent compel me to dismiss this charge.

CONCLUSIONS OF LAW

Based on the foregoing, I make the following conclusions of law:

1. PAUL W. BERTUCCIO is a sole proprietorship engaged in agriculture and is an agricultural employer within the meaning of §1140.4(c) of the Act.
2. UNITED FARM WORKERS OF AMERICA, ALF-CIO, is a labor organization within the meaning of §1140(f) of the Act.
3. The employer engaged in unfair labor practices within the meaning of §1153(a) and §1153 (c) of the Act.
4. The unfair labor practices affected agriculture within the meaning of §1140.4(a) of the Act.

On the basis of the entire record and on the Findings of Fact and Conclusions of Law, and pursuant to §1160.3 of the Act, I hereby issue the following recommended:

O R D E R

Respondent, its officers, agents, successors and assigns shall:

1. Cease and desist from:

a. Failing or refusing to hire or rehire, reassigning to more onerous work, segregating pro-union employees, or otherwise discriminating against, any agricultural employee in regard to hire or tenure of employment or any term or condition of employment because he has engaged in union activity or other concerted activity protected by Section 1152 of the Agricultural Labor Relations Act (Act).

b. In any like or related manner interfering with, restraining, or coercing any agricultural employee in the exercise of the rights guaranteed by Section 1152 of the Act.

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

a. Make whole Ramiro Perez, Jesus Perez, Anselmo Delgado, Jose Sandoval and Vicente Cisneros for all losses of pay and other economic losses they have suffered as a result of the discrimination against them, such amounts to be computed in accordance with established Board precedents, plus interest thereon computed in accordance with the decision in Lu-Ette Farms, Inc. (1980) 8 ALRB No. 55.

b. Preserve and, upon request, make available to the 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.

c. 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.

d. 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 January 1981 until the date on which the said Notice is mailed.

e. Post copies of the attached Notice, in all appropriate languages, in conspicuous places on its property for sixty (60) days, the period(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.

f. 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 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 or their rights under the Act. The Regional Director shall determine a reasonable rate of compensation to be paid by Respondent to all non-hourly wage employees in order to compensate them for time lost at this reading and during the question-and-answer period.

g. 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 with its terms, and continue to report periodically thereafter, at the Regional Director's request, until full compliance is achieved.

Dated: June 9, 1983.

William A. Resneck

WILLIAM A. RESNECK,
Administrative Law Judge

NOTICE TO AGRICULTURAL EMPLOYEE

After investigating charges that were filed in the Salinas Regional Office, the General Counsel of the Agricultural Labor Relations Board issued a complaint which alleged that we 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 refusing to rehire five employees because of their union activity, by segregation of pro-union workers into a separate crew and by assigning that crew more arduous work.

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 reassign any employee to less desirable work, or refuse to rehire any employee or segregate any employee because he has engaged in union activity or any other protected concerted activity.

WE WILL pay Ramiro Perez, Jesus Perez, Anselmo Delgado, Jose Sandoval and Vicente Cisneros backpay for all economic losses they have suffered as a result of our refusal to rehire them.

PAUL W. BERTUCCIO

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 112 Boronda Road, Salinas, CA 93907. The telephone number is (408) 443-3161.

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