STATE OF CALIFORNIA

AGRICULTURAL LABOR RELATIONS BOARD

ALBERT VALDORA, INC., and DAVID VALDORA, INC., dba VALDORA PRODUCE COMPANY, and VALDORA PRODUCE COMPANY, INC., a Corporation,	)	Case Nos. 80-CE-164-EC 80-CE-212-EC
Respondent,	)	
and	)	
UNITED FARM WORKERS OF AMERICA, AFL-CIO,	)	10 ALRB No. 3
Charging Party.	)	

DECISION AND ORDER

On June 30, 1983, Administrative Law Judge (ALJ) Arie Schoorl issued the attached Decision and recommended Order in this matter. Thereafter, Respondent timely filed exceptions to the ALJ's Decision and an accompanying brief.

Pursuant to the provisions of Labor Code section 1145,[1/] the Agricultural labor Relations Board (ALRB or Board) has delegated its authority in this matter to a three-member panel.

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

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

[2/]The record indicates that Respondent has not been consistently or correctly identified at all times during the proceedings herein.

(Fn. 2. cont. on p. 2.)

herein, and to adopt his recommended Order, with modifications.

The ALJ recommended in his Order that the Union be reimbursed for dues which Respondent failed to deduct from the earnings of the employees it employed through the labor contractor whom it had unlawfully engaged. He designated January 1979 through May 1980, as the period during which Respondent incurred liability for the dues. However, the record shows that the Union learned of the change in hiring practices and the identity of the labor contractor on August 15, 1979. At that point the Union was on notice that there was an additional group of employees from whom it needed to obtain dues checkoff authorizations. Therefore, the relevant period would actually be January 1979 through August 15, 1979. More important, however, is the fact that the remedy of dues reimbursement has been specifically rejected by the National Labor Relations Board (NLRB) (California Blow Pipe & Steel Co., Inc. (1975) 218 NLRB 736 at 754.; Bay Shipbuilding Corp. (1981) 263 NLRB No. 166.) This has occurred in cases where, like the one before us, the employer's unlawful action deprived the union of any opportunity to obtain the dues checkoff authorizations. The NLRB has ordered dues reimbursement in appropriate cases only where employees have individually signed dues checkoff authorizations. (Ogle Protection Service, Inc. (1970) 183 NLRB 682.) Even if we

(Fn. 2 cont.)

While the Board agrees that Valdora Produce Company, a partnership, and Valdora Produce Company, Inc., are part of a single integrated enterprise, we recognize that the partners and shareholders thereof are corporations (Albert Valdora, Inc., and David Valdora, Inc.) and not individuals. The record further indicates that Valdora Produce Company, Inc., is no longer in business.

considered this to be an otherwise appropriate case, we cannot assume that the members of the labor contractor's crew would have signed cards authorizing Respondent to deduct union dues. That portion of the recommended remedy which awards dues reimbursement will be omitted from our Order herein.

The ALJ also recommended that Respondent's employees be made whole for any loss of pay they suffered as the result of Respondent's unlawful change in hiring practices. We agree that the Order should contain a makewhole provision. However, we note that Respondent's use of the labor contractor prior to September 20 1979, did not occur within six months of the filing of the charge on March 20, 1980. While the cause of action survives due to the continuing nature of the violation, the six-month limitation contained in section 1160.2 will have the effect of foreshortening the remedy. This Board has held that the statutory limitations period applies to the remedy as well as the cause of action. (Ron Nunn Farms (1980) 6 ALRB No. 41.) The recommended Order will therefore be modified to limit the award of makewhole to cover those losses of pay or other economic losses which were incurred by Respondent's employees after September 20, 1979, as the result of Respondent's unlawful change in hiring practices in the San Diego County area in 1979 and 1980.

We reject Respondent's contention that it was entitled to notice of subpoenas issued to the third parties as we find there was no showing of surprise or prejudice.

ORDER

By authority of Labor Code section 1160.3, the

Labor Relations Board (Board) hereby orders that Respondent, Valdora Produce Company, Inc., a partnership, and Valdora Produce Company, Inc., a corporation, their officers, agents, successors, and assigns shall:

1. Cease and desist from:

(a) Unilaterally changing their hiring practices by contracting out any bargaining unit work to a labor contractor and/or subcontracting any bargaining unit work to another agricultural employer, including but not limited to, citrus harvesting work, or otherwise making any unilateral change in its agricultural employees' wages, hours or working conditions, without giving the United Farm Workers of America, AFL-CIO, (UFW) prior notice and an opportunity to bargain with Respondents about such changes.

(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 Agricultural Labor Relations Act (Act).

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

(a) Make whole all of its present and former agricultural employees for all losses of pay and other economic losses they have suffered as a result of Respondent's unlawful changes in hiring practices with regard to the citrus harvesting work in the San Diego County area in 1979 and 1980, such makewhole amounts to be computed in accordance with established Board precedents, plus interest thereon, computed in accordance with

the Board's Decision and Order in Lu-Ette Farms, Inc. (Aug. 18, 1982) 8 ALRB No. 55. The names of the employees entitled to makewhole and the amount of makewhole and interest to be paid to each employee shall be determined by the Regional Director after consultation with both Respondent and the UFW.

(b) Preserve and, upon request, make available to this Board and its agents, for examination, photocopying, and otherwise copying, all payroll records, social security payment records, time cards, personnel records and reports, and all other records relevant amd necessary to a determination, by the Regional Director, of the makewhole amounts or backpay period and the amounts of backpay and interest 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 1979 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 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 agricultural employees on company time and property at time(s) and place(s) to be determined by the Regional Director. Following the reading(s), 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.

(h) 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: January 23, 1984

JOHN P. McCARTHY, Member

JEROME R. WALDIE, Member

JORGE CARRILLO, Member

NOTICE TO AGRICULTURAL EMPLOYEES

After investigating charges that were filed in the El Centro Regional Office of the Agricultural Labor Relations Board (ALRB or Board) by the United Farm Workers of America, AFL-CIO, (UFW) the certified bargaining representative of our employees, the General Counsel of the ALRB issued a complaint which alleged that we, Valdora Produce Company, Inc., and Valdora Produce Company, had violated the law. After a hearing at which all parties had an opportunity to present evidence, the Board found that we violated the law when we unilaterally changed our hiring practices by hiring a labor contractor for citrus harvesting work in 1979 and 1980, without notifying or bargaining with the UFW. 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 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 unilaterally change our hiring practices or otherwise make any other unilateral change in our agricultural employees' wages, hours, or working conditions without prior notice to and bargaining with the UFW.

WE WILL reimburse with interest all of our present and former employees who suffered any loss in pay or other money losses because we unlawfully changed our hiring practices.

Dated:

VALDORA PRODUCE COMPANY, INC.
VALDORA PRODUCE COMPANY

By: _____
(Representative) (Title)

If you have any 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 319 Waterman Avenue, El Centro, CA 92243. The telephone number is (619) 353-2130.

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

10 ALRB No. 3 DO NOT REMOVE OR MUTILATE.

CASE SUMMARY

Valdora Produce Company
Valdora Produce Company, Inc.

10 ALRB No. 3
Case Nos. 80-CE-164-EC
80-CE-212-EC

ALJ's Decision

Respondent consisted of a corporation, a partnership, and two incorporated individuals who comprised the partnership and owned the corporation's stock. The corporation ran the citrus harvesting and packing operation in which the affected workers were employed. The ALJ found Respondent to be a single integrated enterprise.

Respondent was charged with having (1) unilaterally subcontracted or diverted work previously performed by bargaining-unit employees, (2) unilaterally shut down its citrus harvesting and processing operation, and (3) discriminated against bargaining-unit employees by hiring a labor contractor to perform work that would otherwise have been performed by them, and by terminating employees (through a partial closure of operations) because of their union activity.

Based on his finding that the partnership and the corporation were a single integrated enterprise, the ALJ found that the shutdown of the citrus operation was a partial closure rather than a case of Respondent going out of business entirely. He further found that this partial closure was economically motivated and did not involve antiunion animus. The ALJ concluded that Respondent had no obligation to bargain over an economically motivated decision to partially close its business. He further found that although Respondent was obliged to bargain with the Union over the effects of the decision, the Union failed to follow through on its request for effects bargaining.

The ALJ further concluded that the hiring of a labor contractor to perform pre-existing unit work was an unlawful unilateral change in hiring practices. He recommended that unit employees who may have lost work as a result of the change in hiring practices be made whole and that the Union be reimbursed for dues which Respondent did not deduct from earnings of the employees it employed through the labor contractor.

Board Decision

The Board omitted the dues reimbursement remedy on the ground that such reimbursement has been specifically rejected by the NLRB (Bay Shipbuilding Corp. (1981) 263 NLRB No. 166) except in appropriate cases where employees have individually signed dues checkoff authorizations. The Board declined to assume that members of the labor contractor's crew would have signed cards authorizing deduction of union dues.

The Board further modified the remedy in view of the fact that Respondent's use of the labor contractor prior to September 20, 1979, did not occur within six months of the filing of the charge Since the statutory limitation period has been held to apply to the remedy as well as the cause of action (Ron Nunn Farms (1980) 6 ALRB No. 41), the Board limited the award of makewhole to cover those losses of pay which were incurred by Respondent's employees after September 20, 1979, as the result of Respondent's unlawful change in hiring practices.

* * *

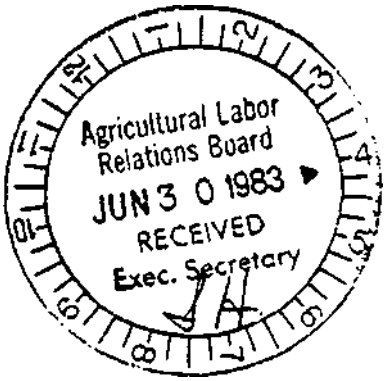
This Case summary is furnished for information only and is not an official statement of the case, or of the ALRB.

* * *

STATE OF CALIFORNIA

AGRICULTURAL LABOR RELATIONS BOARD

In the Matter of ALBERTO VALDORA, INC., and DAVID VALDORA, INC., a partnership, dba VALDORA PRODUCE COMPANY, and VALDORA PRODUCE COMPANY, INC., a Corporation, Respondent, and UNITED FARM WORKERS OF AMERICA, AFL-CIO, Charging Party.	Case No. 80-CE-164-EC 80-CE-212-EC



Appearances:

Emma Castillo, Esq.
for General Counsel

David E. Smith, Esq. and
James W. Hall, Esq.
for Respondent

Ned Dunphy
for Charging Party

Before: Arie Schoorl
Administrative Law Judge

DECISION OF THE ADMINISTRATIVE LAW JUDGE

ARIE SCHOORL, Administrative Law Judge: This case was heard by me on January 31 and February 7, 8, 14 and 15, 1983, in Coachella and Escondido, California. The original complaint herein, which issued on January 15, 1982, based on charges 80-CE-164-EC and 80-CE-212-EC filed by the United Farm Workers of America, AFL-CIO (hereinafter referred to as the UFW or the Union) and duly served on Valdora Produce Company, a partnership and Valdora Produce Company Inc., a California corporation, (hereinafter referred to jointly as Respondent) alleged that Respondent[1/] had committed various

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1. Respondent argues that the two Respondents, the partnership David Valdora Inc. and Albert Valdora Inc. dba Valdora Produce Company, and the corporation Valdora Produce Inc. cannot be liable for any unfair labor practices in the instant case since they have not been named as Respondents or alleged to be a single integrated enterprise in the last amended complaint. It is true that General Counsel in its last written amended complaint alleged as the sole respondent David and Albert Valdora and their respective spouses, member of the partnership dba Valdora Produce Company. However, at the hearing General Counsel moved to amend the complaint to allege as Respondents, Albert Valdora and David Valdora, a partnership dba Valdora Produce Company (the actual owners of the partnership, as was testified to by Respondent's accountant on the last day of the hearing, are Albert Valdora Inc., a corporation and David Valdora Inc., a corporation) and Valdora Produce Company, Inc., a California corporation, and that the two legal entities were a single integrated enterprise, and I granted said motion. General Counsel did not reduce such amendment to writing and file it within 10 days as provided in Section 20222 of the California Administrative Code as amended. However, I find that the General Counsel's failure to do so was a technical noncompliance and as such did not prejudice the Respondent in any way and accordingly I find that Respondent's argument in this respect is without merit. Furthermore, I have the authority to amend the complaint under section 1160.2 of the Act since evidence on the issue of the description of the legal entitles involved herein as the employer was introduced without objection i.e. by Respondent on the last day of the hearing, and evidence on the issue of a single integrated enterprise was admitted both in verbal and written form throughout the hearing. The pertinent language of section 1160.2 reads, "Any such complaint may be amended by the member, agent, or agency conducting the hearing, or the Board in its discretion, at any time

(Fn. 1 continued.)

violations of the Agricultural Labor Relations Act (hereinafter referred to as the Act). Respondent filed an answer to the said complaint, denying that it had committed any of the alleged violations.

Subsequently, two amended complaints issued. In the first one, General Counsel requested that interest on any make whole remedy be based on the formula as set forth in the Board's Lu-Ette Farms (1982) 8 ALRB No. 55 case. In the second one General Counsel alleged that Respondent was a partnership rather than a corporation. Respondent filed a subsequent answer in which it alleged affirmative defenses which will be set forth in detail, infra.

The General Counsel, Respondent, and the Charging Party were represented at the hearing. The General Counsel, Respondent and Charging Party timely filed briefs after the close of the hearing. Upon the entire record, including my observations of the demeanor of the witnesses, and after considering the post-hearing briefs submitted by the parties, I make the following:

FINDINGS OF FACT

I. Jurisdiction

I find that Respondent is an agricultural employer within

(Fn. 1 continued)

prior to the issuance of an order based thereon." (See GTE Automatic Electric, Inc. (1972) 196 NLRB 902, 80 LRRM 11557) Respondent also argued that the six month Statute of Limitations section 1160.2 should be calculated from the date Respondent is properly named in a charge or the last amended version of a complaint. I reject Respondent's argument since the charges were served on Respondent in the name of Valdora Produce Company which adequately describes Respondent as the employer in the instant case and supplied Respondent with proper notice of the unfair labor practice charges filed against it.

the meaning of section 1140.4(c) of the Act. Respondent admits in its answer, and I so find, that the UFW is a labor organization within the meaning of section 1140.4(f) of the Act.

II. The Alleged Unfair Labor Practices

General Counsel alleges that since August 1979, Respondent, by and through its agents, has failed and/or refused to bargain in good faith with the UFW by: (a) unilaterally subcontracting and/or diverting work previously performed by bargaining-unit employees by employing the crew of labor contractor Salvador Yanez; (b) failing and refusing to bargain with the union regarding the above-mentioned subcontracting and/or diversion of work and thereby failing and refusing to follow provisions of its then-existing collective bargaining contract with the UFW, such as seniority and hiring; (c) unilaterally shutting down the portion of its operation involving the harvesting of citrus crops;[2/] and (d) discriminating against bargaining-unit employees by decreasing the amount of work assigned

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2. Respondent argues that General Counsel has failed to include in its complaint, an allegation that Respondent closed down its packing shed and citrus harvesting operation, without notice to or bargaining with the UFW. Respondent asserts that at the prehearing conference General Counsel made it clear that the allegations contained in paragraph 10(c) are based upon the alleged subcontracting. I disagree that General Counsel did so and furthermore I find that the allegation "unilaterally shutting down a portion of Respondent's operations involving the harvesting of crops" described the closing down of Respondent's citrus operation and not the subcontracting of harvesting work. The "subcontracting of harvesting work" was alleged in other allegations in the complaint. Moreover the issue of Respondent's closing down its citrus operation was fully litigated at the hearing and Respondent made no objection that evidence introduced by General Counsel on this issue was irrelevant because not alleged in the complaint and in fact Respondent introduced copious evidence on this issue. I find no merit whatsoever in Respondent's objection in respect to this particular argument.

to them by subcontracting out certain work to a labor contractor and by eventually terminating various bargaining-unit employees in May 1980 because of their union activities. Respondent denies it had so violated the Act and pleaded three affirmative defenses:

As its first affirmative defense, Respondent contends that during the period referred to in Second Amended Consolidated Complaint Valdora Produce Company, partnership, was not engaged in the agricultural activities described in said complaint, and was not engaged in any business as to which the UFW was certified as the exclusive collective bargaining representative of any employees. As its second affirmative defense, Respondent contends that the individuals who were alleged in the complaint to be members of the partnership were in fact shareholders of a corporation, doing business as an agricultural employer, whose employees were represented by the UFW, which had been certified by the ALRB as their exclusive bargaining representative, in Case No. 75-RC-67-R. As its third affirmative defense, Respondent contends that during the period of time referred to in the Second Amended Consolidated Complaint, the UFW made no request to bargain over any alleged reduction of work and that at the expiration of its collective bargaining agreement with the UFW in June 1980, negotiations were held between Valdora Produce Company, a California corporation, and the UFW which resulted in the execution of a collective bargaining agreement in respect to the grape workers, and that during said negotiations the UFW made no request to bargain about the subcontracting or diversion of the bargaining unit work of the citrus harvesters, the subject of the alleged unfair labor practice.

III. Background Information

Valdora Produce Company, the partnership, raised grapes, citrus fruits and an occasional row crop in the Coachella Valley.

Valdora Produce Company, Inc., the corporation, raised, picked, packed, sold and shipped citrus fruit. It engaged in those operations at its own groves in the Coachella Valley and in the Riverside area and for approximately 100 other growers in the Coachella Valley, the Riverside area and San Diego County in and around Escondido. The corporation did not own any of the land it used in the growing of citrus in the Coachella Valley and Riverside as that land was owned by David and Albert Valdora and their respective wives as joint tenants.

In 1975, two corporations were formed, each solely owned by one of the brothers, and called David Valdora, Inc., and Albert Valdora, Inc. The sole purpose of each of those corporations was to hold assets. At that time David Valdora Inc., became the owner of a one-half interest in the partnership, Valdora Produce Company, and one-half of the corporate stock in Valdora Produce Company, Inc. At the same time Albert Valdora, Inc., became the owner of the remaining one-half partnership interest and the remaining corporate stock in Valdora Produce Company, Inc.

IV. Respondent Allegedly Subcontracted Bargaining Unit Work Without Notice to or Bargaining With UFW

A. Facts

In 1975, Respondent's employees elected the UFW as its representative and on March 30, 1977, the Board certified such union as the collective bargaining representative for Respondent's

agricultural employees.[3/]

In 1976 and 1977 Respondent, employed two crews to harvest citrus fruit at locations in Coachella, Riverside, and San Diego County. One crew was under the supervision of Fidel Lara and worked 5 to 6 days per week for approximately 10 months a year. The other crew was under the supervision of Salvador Yanez and worked only when there was too much work for Fidel Lara's crew to perform.

In November 1977, Respondent and the UFW signed a collective bargaining agreement which was in effect from that date until June 1980.

In 1978, Respondent continued to utilize Fidel Lara's crew as its principal crew. The UFW signed up members of Lara's crew and the Respondent began to deduct union dues from the paychecks of Lara's crew in conformance with the check off authorization cards signed by Lara's crew members and the collective bargaining agreement.

In August 1978, Harold Wyatt, production assistant, notified Father Tobin, the UFW contract administrator, that he had put Salvador Yanez' crew to work and indicated where so Tobin could contact crew members in the field and sign them up in the UFW. Tobin with the assistance of Lara crew members, signed up 34 to 37

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3. The Board excluded the packing shed employees as the shed was found to be a commercial shed and therefore its employees are under the jurisidction of the NLRB.

harvest workers but not all of the Yanez crew members[4/] Shortly thereafter Respondent commenced to deduct the union membership dues from the payroll checks of the Yanez crew members.

At the beginning of 1979, Respondent continued to utilize Lara's crew as its principal crew and its assignments during the first five months of 1980 included work in Escondido. In January Respondent engaged Salvador Yanez as a labor contractor to harvest citrus fruit at the Escondido citrus groves at which Respondent had contracted to pick, pack and sell the citrus produce. It failed to notify the UFW it had done so despite a provision in the collective bargaining contract obliging Respondent to hire new employees through a hiring arrangement with the Union.

Lara's crew continued to harvest all of the Coachella and Riverside groves harvested by Respondent but never returned to the Escondido area. The record evidence indicates that Salvador Yanez, as a labor contractor, harvested citrus fruit for approximately 35 growers in the Escondido area between January 1979 and May 1980. The proof is comprised of the testimony of Yanez that he did so, the written statements by Yanez to Respondent showing that he had harvested citrus fruit at approximately 35 different growers as a

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4. Tobin testified that after signing up members of the Yanez crew he continued to .monitor the crew to 1980 when he left his post with the UFW. However, other testimony by Tobin indicated that he did not learn of Respondent engaging Yanez as a labor contractor until August 1980 and, moreover, the Yanez crew made up of harvesters directly hired by Respondent is not the equivalent to Yanez crew made up of harvesters directly hired by Yanez as a labor contractor. So I find no inconsistency in Tobin's testimony. Father James Tobin testified in a straightforward and candid manner and made a sincere effort to remember and accurately describe the events to which he testified.

labor contractor for Respondent and the corresponding checks[5/] indicating Respondent had paid the amounts set forth in such statements.

In the late summer of 1979, Father James Tobin and some of the members of the Lara crew, Gonzalo Fragoza, Jose Morales and Miguel Cruz, while on layoff, visited the Escondido area. They found the Yanez crew harvesting citrus fruit at a grove where they had previously worked. Jose Morales testified that on that occasion he signed up three of Yanez crew for the UFW. Miguel Cruz testified that they encountered the Yanez crew working in the Miyoke Ranch.[6/] Shortly thereafter the UFW lodged a grievance with Respondent alleging that Respondent had violated the collective bargaining contract by hiring harvest workers outside the bargaining unit to pick citrus fruit. As the grievance was not resolved at the first level, the UFW, on August 30, 1979, filed a second-step written grievance. Respondent failed to respond to said written grievance.

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5. Some of Respondent's checks were made out to Salvador Yanez' son Leonard and Danny Flores, both of whom worked for Salvador Yanez as foremen of his crew and the payments received by them were in effect payments to Salvador Yanez, as a labor contractor. Consequently in adding up the number of citrus ranches where the Yanez crew worked in 1979 and 1980 I took into account the statements and checks of the two foremen.

6. Other than this testimony General Counsel failed to prove that the Yanez crew worked on days that the Lara crew was laid off. General Counsel presented copies of Respondent's weekly pay records for 1978 and 1979. She also introduced Yanez' statements to Respondent for payment of labor costs. However, the statements do not contain the dates on which the Yanez crew worked. So there is no documentary evidence to show that the Yanez crew worked while the Lara crew was on layoff. General Counsel's Exhibit 14 is the only document which contains the dates Yanez crew members worked in 1979 but the Lara crew was not on lay off during that week.

According to Nancy Jarvis, the UFW's representative, the Union investigated but was unable to gather the necessary facts to proceed to the third step, arbitration. On March 20, 1980, the UFW filed an unfair labor practice charge alleging that Respondent had unlawfully refused to bargain by subcontracting out work, normally performed by its own bargaining-unit employees, to the Yanez crew and by so doing also failed to follow the seniority and hiring provisions of the collective bargaining agreement. Nancy Jarvis, UFW representative, testified that Respondent often failed to respond to UFW requests for arbitration. Respondent introduced evidence which indicated that in October 1979 the UFW aforementioned grievances were resolved by arbitration, except for one of them, grievance No. 4, the one in question in the case herein. Respondent's attorney David Smith testified that he had never seen the UFW's second-step grievance letter although Respondent customarily forwards to him all such second-step grievance letters.

B. Analysis and Conclusion

It is clear from the record that Respondent engaged a labor contractor, Salvador Yanez, from January 1979 to May 1980 to harvest citrus fruit and that such citrus harvesting was work that should have been performed by Respondent's own harvest employees under the terms of the collective bargaining contract then in effect with the UFW. Yanez' own testimony and the documentary evidence, consisting of his statements for (harvest) services rendered and Respondent's checks in payment thereof, clearly indicate that the Yanez crew were performing the bargaining unit work of Respondent's own employees.

It is also clear that Respondent failed to notify or give

the UFW an opportunity to bargain with Respondent about that action. I find no merit in Respondent's argument that its 1978 notice to the UFW concerning its utilization of the Yanez crew for harvesting citrus fruit was adequate notice since the 1978 Yanez crew-members were harvest workers directly hired by Respondent to work with Yanez as their foreman, while the 1979-80 Yanez crew was made up of harvest workers who worked directly under a labor contractor Yanez and were paid by him rather than by Respondent. Respondent adduced no evidence that it notified the UFW that it decided to engage, or engaged, Yanez as a labor contractor and that in 1979 the Yanez labor-contractor crew was harvesting for Respondent in the Escondido area.

Respondent argues that it had no duty to notify or bargain with the Union about engaging Yanez to do the harvest work because it thereby did nothing more than hire additional unit members to do bargaining work, as provided for in its collective-bargaining agreement with the UFW. Respondent points out that since under section 1140.4(c) of the Act, the workers provided by a labor contractor are employees of the agricultural employer, the workers which Yanez, as a labor contractor, provided to Respondent are employees of the Respondent and therefor members of the bargaining unit represented by the UFW. Accordingly, Respondent's engagement of Yanez and his crew did not result in a dimunition of work performed by bargaining unit employees. Respondent is correct in its analysis. However, the Board has concluded that although an agricultural employer's engagement of a labor-contractor-crew does not result in the dimunition of bargaining unit work, such conduct

of an employer will constitute an unlawful unilateral change, in violation of section 1153(e) and (a) of the Act, because it is in effect a change in the employer's hiring practices if such subcontracting is not permitted by the collective-bargaining contract or is not in conformance with the employer's past practices.[7/]

In this connection, the Board pointed out in the same case that Respondent has a duty to notify and bargain, on request, with the certified union about any change which affects the terms and conditions of the unit employees' employment.

It is necessary to determine whether Respondent's collective-bargaining contract with the UFW, which was in effect at all times material herein permitted such conduct, and/or whether Respondent's engagement of the Yanez crew was in conformity with Respondent's past practices. In November 1977, Respondent and the UFW signed a collective bargaining agreement which was in effect from that date until June 1980. The agreement contained detailed provisions, inter alia, concerning hiring and subcontracting. For example, the contract provided for Respondent to accept applications pursuant to a centralized hiring procedure, and Article 21 of the contract set forth detailed limits of Respondent's right to subcontract bargaining-unit work. It permitted Respondent to subcontract in such areas as landleveling, custom land work, precision planting, agricultural chemicals, and where specialized

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7. Tex-Cal Land Management, Inc. (1982) 8 ALRB No. 85. Also, see Medco Construction Corp. (1973) 206 NLRB 150 84 LRRM 1205].

equipment not owned by Respondent is required.[8/] Moreover, Respondent agreed in the contract not to subcontract to the detriment of the union or bargaining-unit employees and that if it intended to subcontract unit work it would so notify the union in advance.

The Board stated in Tex-Cal Management Inc., supra, that where a term or condition of employment is established by a contract provision, a unilateral change constitutes, ". . .a renunciation of the most basic of collective bargaining principles, the acceptance and implementation of the bargaining reached during negotiation". Where an agricultural employer affects a unilateral change which relates to a mandatory subject of bargaining such as subcontracting and hiring, a prima facie violation of section 153(e) and (a) is established. Respondent's subcontracting out of the harvest work to the Yanez crew occurred while the collective-bargaining contract was in effect, i.e. from January 1979 to May 1980. Moreover, its subcontracting of the harvest work clearly does not fall into any of the above-described categories whereby such subcontracting would have been permitted under the terms of the contract. Also, there is no record evidence that Respondent's subcontracting during that period was in conformity with its past practices. Finally, I note that Respondent failed to comply with the contract provisions

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8. In the application of Article 21 the parties agreed to the following guidelines as were set out in the contract: A. Subcontracting is permissible when workers in the bargaining unit do not have the skills to operate and maintain equipment or perform work of a specialized nature. B. Subcontracting is permissible where Respondent does not have equipment to do the work being subcontracted.

obliging it to notify the Union in advance of any such change.

With respect to its contracting-out unit work to labor contractor Yanez in 1979 and 1980, Respondent argues that no violation should be found, and that no remedy is warranted since there is no evidence that Respondent contracted out any work to the crew of Yanez while Respondent's own employees were not working. Respondent contends that since its conduct did not reduce the number of hours worked by its own employees, they lost no work and the unilateral changes had no detrimental effect on the members of the bargaining unit.

In the Tex-Cal case, the employer utilized the same argument and claimed that the Administrative Law Officer's conclusion and proposed remedy (reimbursement of employee-members of the employer's directly-hired crew for all wage losses and other economic losses they had suffered as a result of the employer's failure to assign them certain work during the harvest) were unwarranted in view of the fact that its directly-hired bargaining unit employees whose work was contracted out were assigned by Respondent to perform other work, and therefore, since they lost no work, the unilateral changes had no detrimental effect on the bargaining unit. The Board rejected that argument and found that an employer's unilateral change of its hiring or subcontracting practice is a violation of section 1153(c) and (a) of the Act, regardless of whether any of its regular employees were displaced or suffered loss of employment or diminished income as a result of the

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change.[9/]

Therefore, as I read Tex-Cal, the Board held that in situations where an employer unlawfully subcontracts out bargaining-unit work, i.e. without giving the union prior notice or an opportunity to request bargaining about the change, the regular employees are entitled to be made whole for all economic losses they incurred as a result of the change regardless of whether there is proof at the liability stage that the subcontracting had a detrimental effect on their work opportunities. The amount of reimbursement, if any, would be determined at the compliance stage.

It is true that in the instant case there is virtually no proof that any members of Lara's crew were laid off while subcontractor Yanez' crew was working. However, in keeping with the Tex-Cal precedent, such lack of evidence does not preclude finding a violation or ordering a make-whole remedy. Accordingly, i conclude that from January 1979 to May 1980, inclusive, Respondent violated section 1153(e) and (a) of the Act by unilaterally changing its hiring procedures without giving the union prior notice thereof or an opportunity to request bargaining about the change, and I shall recommend a make-whole remedy for the affected employees in the proposed Order, infra.

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9. In Footnote No. 5, page 6, of the Tex-Cal case, the Board mentioned, in connection with the appropriateness of a make-whole remedy, that the employer failed to prove that its regular workers, i.e. the bargaining-unit employees who had been performing the work which was subsequently contracted out to the labor contractor's crew, had been assigned to other work at the employer's operations. I note that in the instant case Respondent also failed to prove that its regular crew suffered no loss of work or wages as a result of the unilateral changes.

V. Respondent Closed Down Citrus Operation Allegedly Without Notice to or Bargaining With UFW

A. Facts

In September 1977, Respondent's citrus-packing shed in Riverside was destroyed by fire, with a loss of all installations and equipment therein. For a six-month period thereafter, Respondent had to divert the harvested citrus to other packing houses. In about March of 1978, Respondent resumed its packing operations at a rented packing shed in Bryn Mawr. During that six-month period, Albert Valdora testified, Respondent lost about 25% of its customers because of the inconvenience involved in its having to use the packing sheds of other employers. From March 1978 to May 1980, Respondent continued to lose contracts with citrus-grove owners because, according to Albert Valdora's testimony, Respondent's rented packing house at Bryn Mawr lacked the capacity to process two different types of citrus simultaneously. The Riverside packing house had two dumping facilities and five processing "runs" so that it could handle two types of citrus, e.g. oranges and grapefruit or citrus from two different growers, at the same time, while the Bryn Mawr packing house had only one dumping facility and three processing runs so it could handle only one kind of citrus or produce from one grower at a time. Thus, as a result of the loss of its Riverside packing shed, Respondent's capacity and flexibility for packing citrus produce diminished considerably. Albert Valdora testified that from March 1978, the date Respondent moved into the Bryn Mawr facility, until May of 1980, Respondent lost an additional 40% of its customers. During that period, because Respondent was operating at a loss, Respondent's principals

were forced to sell four citrus groves[10] and by early May 1980 Respondent had $750,000 in outstanding debts.[11] On May 11, 1980, Albert and David Valdora decided to close down its operation at the rented Bryn Mawr shed and to go out of the citrus harvesting and packing business. Two days later, on May 13, Respondent laid off all of its citrus harvest workers and on the same day the UFW representative Mark Delehanty heard a rumor that the Valdora brothers had closed the packing shed. Thereupon Delehanty and Nancy Jarvis composed and sent a mailgram to Respondent, in which the union requested immediate bargaining regarding Respondent's decision to close down and its effect on the members of the bargaining unit. The next day Delehanty telephoned the shed and conversed with David Valdora who confirmed the fact of the closure and added that there would be no more work for the citrus crews.

On May 15, David Valdora talked to Delehanty at the UFW office in Coachella and again notified him that there would be no more work for Respondent's citrus crews and that they would have to find work elsewhere but that its grape workers would not be affected since Respondent was discontinuing only its citrus-packing and shipping operations but not the operation of Valdora Produce Co. (partnership) which owned the land and produced the grapes. David

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10. See Respondent's Exhibit 4. As mentioned before, the groves were actually owned by Albert and David Valdora and their wives as joint tenants so of course it was they who sold the groves.

11. Joe Herito, manager for one of Respondent's customers, Miyake citrus groves, testified that in April 1980, Harold Wyatt informed him that Valdora Produce, Inc. would close down due to union problems.

Valdora explained to Delehanty that the packing shed operation was losing money because Respondent was the only union shed that harvested citrus in the Riverside-Escondido areas and Respondent was unable to replace a good deal of the equipment it lost in the fire at Riverside. Furthermore, Valdora explained to Delehanty, all the citrus fruit on Respondent's own property had been harvested and Respondent had found it necessary to rescind all of its outstanding harvesting contracts with other employers.

On May 20 Delehanty sent a letter to Respondent summarizing David Valdora's conversation with him on May 15 and concluded the letter by advising Respondent that it had legal obligations regarding the closure and successorship, and that the union would be in contact with Respondent. On May 22, 1980, the UFW filed an unfair-labor-practice charge alleging that Respondent violated section 1153(e) by its failure to notify the union about the closure and to bargain with the union about its decision to close and the effects of the closure on its citrus-harvesting employees.

In June 1980, the collective bargaining agreement between the UFW and Respondent expired and the parties commenced negotiations for a new contract. The negotiations were held in conjunction with three other agricultural employers engaged in the raising of table grapes and dealt only with agricultural employees working in grapes. Gilbert Pad ilia was the negotiator for the UFW and David Smith negotiated for Respondent. UFW representative Nancy Jarvis may have attended one of the meetings, but there was no evidence that Mark Delehanty attended any of the meetings. Neither party mentioned the matter of the packing-shed closure or the effect

thereof on Respondent's citrus-harvest employees at any of the negotiation sessions or elsewhere.

B. Analysis and Conclusion

It is clear from the record evidence that Respondents, Valdora Produce Company Inc. (the corporation) and Valdora Produce Company (the partnership) constitute a single integrated enterprise and, as such, had a duty to give the UFW prior notice and an opportunity to bargain with Respondent about both its decision to close down its citrus operation and the effects thereof on the employees in the bargaining unit.

According to ALRB precedent,[12/] separate legal entities are considered a single integrated enterprise when they possess certain characteristics: similarity of operations, interchange of employees, common labor relations policy, common management and common ownership. It is not necessary to find all of those factors to support a conclusion that certain entities constitute a single integrated enterprise since the Board in Delfino declined to apply a mechanical rule because "the patterns of ownership and management are so varied and fluid" in California agriculture.

However in the instant case, most of these factors are found. There is common ownership as both entities were owned by the two Valdora brothers. Each of the brothers was the sole owner of a corporation, and each of the two corporations held a one-half interest in the Respondent corporation and the Respondent partnership.

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12. See Louis Delfino Co. (1977) 3 ALRB No. 2.

There was a definite overlapping of management as the two brothers (Albert Valdora, general manager of the corporation and David Valdora, general manager of the partnership) consulted and mutually decided all major decisions affecting the two entities. Moreover, when the Respondent corporation's harvesting crews were working in the Coachella Valley citrus groves owned by the brothers and their respective spouses, such work was carried on under the supervision of David Valdora.

The factor that most persuasively establishes the existence of a single integrated enterprise herein is that the employees of both entities were covered by the same collective bargaining agreement, the one signed by Respondent corporation and the UFW. Moreover, David Valdora, the partnership's general manager, administered the collective bargaining contract for both the partnership's employees and the corporation's employees. UFW representative, Father Tobin, dealt with David Valdora about grievances concerning the corporation employees, i . e . , that is, the citrus harvesters, and also negotiated with David Valdora about the piece rate applicable to each citrus grove to be picked. There is also evidence of substantial interrelations of operations, as the corporation picked, packed and sold citrus fruit that the partnership had raised on the citrus groves in the Coachella area.

In view of the above-described common characteristics of the two entities, I find that Valdora Produce Company, Inc. and the Valdora Produce Company partnership, are and were at all times material herein, a single integrated enterprise and the employer pf all employees involved in the instant case. Consequently, when

Valdora Produce Company, Inc., closed down its citrus operation it was a unilateral partial closure and I so find.

The next question to decide is whether Respondent had a duty to notify, and give the UFW the oppportunity to request bargaining with Respondent concerning its decision to close down its citrus operations and the effects thereof. According to a recent NLRB decision, First National Maintenance Corp. v. N.L.R.B. (1981) 452 U.S. 666, 107 LRRM 2705, (hereinafter called FNMC) an employer has no duty to bargain with respect to its decision to completely or partially close its business when that decision is based only on economic reasons. The reason is that an employer's ability to determine its best course of action should not be encumbered by the duty to negotiate with the union in situations where the " . . . employer's need to operate freely in deciding whether to shut down part of its business purely for economic reasons outweighs the incremental benefit that might be gained through the union's participation in making the decision."

Therefore, from the FNMC case, supra, it appears that a purely economic basis for a partial closure describes any situation where an employer completely terminates a part of its operations, e.g., harvesting citrus fruit, and does not retain any control of those harvesting jobs by subcontracting, plant relocation, mechanization, etc. In the instant case, Respondent has completely terminated its citrus-harvesting-and-packing business and sold many of its citrus groves and continued only its grape operations. It is evident that the employer's only reason for that action was economic, i.e., its large ($750,000) debt and its loss of 60 to 70%

of its clientele.[13/] Moreover, Respondent established that the cause of financial difficulties was the change from the large and flexible packing shed in Riverside to the small confined shed in Bryn Mahr.

Respondent's interest and need to avoid incurring further debt easily outweighs any benefit to collective bargaining or labor relations which might accrue to the union by negotiating with Respondent about its decision to end its citrus operations. As Respondent's citrus business was in a grave situation with a mounting debt of three-fourths of a million dollars, it was most unlikely that the union could provide input or concessions at the bargaining table that would have rectified the situation and permitted Respondent to continue with its citrus operations.

Accordingly, I find that Respondent's decision to terminate its citrus operations in May 1980 was based on economic reasons alone. However, I find and there is no dispute on this point, that Respondent had a duty to bargain with the UFW about the effects of its partial closure on unit employees.

In general, there is a requirement that must be complied with before an employer can be found to have refused to bargain in these situations and that is that the union must first request bargaining.

In the instant case, the union did request effects bargaining in its May 13 mailgram to Respondent. One of Respondent's managers, David Valdora, responded to that request and

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13. The question of whether the closure was motivated by union animus will be discussed infra.

consulted with union representatives Mark Delehanty and Nancy Jarvis on May 15 and explained to them Respondent's reasons for the closure. Of course, that May 15 conversation did not fulfill the requirements for good faith effects negotiations, and so subsequent to that date Respondent continued to have the duty to bargain the effects of the partial closure. However, on May 20, the UFW sent a letter to Respondent confirming the parties' conversation of May 15 and closed by stating that as to further negotiations, the UFW would get in touch with Respondent. At that point, the union's clear message to Respondent was in effect that for the time being it was not requesting Respondent to bargain but that it intended to do so in the future. However, the union thereafter made no such request but rather filed an unfair labor practice charge on May 22 alleging that Respondent unlawfully failed and refused to bargain with the Union. Subsequently, during collective bargaining negotiations between the Union and Respondent concerning the grape workers, the Union failed to request negotiations with Respondent about the effects of the closure of its citrus operations.

Accordingly, I find that since the UFW has failed to request Respondent to bargain about the effects of the partial closure on unit employees at all times material herein since May 20, 1980, Respondent has not been guilty of a violation of the Act in this respect, and I recommend that the allegation that Respondent has violated section 1153(e) of the Act by not bargaining with the UFW about its decision to shut down and the effects thereof be dismissed.

General Counsel argues that Respondent shut down its citrus

operations because of union animus. There is only one indication in the record that such is the case and that is the testimony by the Miyake Ranch manager, Herito, that Harold Wyatt, production manager, told him shortly before the closure that Respondent was curtailing its citrus activity because of "union problems".

Even assuming the accuracy of that testimony, it does not establish taht Respondent terminated its citrus operations to undermine the Union. David Valdora in his explanation to the UFW representatives on May 15 gave as one of the reasons the corporation was going out of business was the fact that it was the only union packing shed in the area. Such being the case, Respondent was obligated by its union contract to pay a higher wage than its competitors and that obligation was just another economic aspect of Respondent's overall dismal situation and therefore part of a non-discriminatory business reason for its conduct.

Although General Counsel and the Charging Party have made reference to Respondent's "intransigence" toward the Union and argue therefore that "union problems" should be interpreted with that in mind, this claimed "intransigence" has not be established by the record evidence. It is true Respondent violated the collective bargaining contract by contracting out bargaining unit work to the Yanez crew in 1979 and 1980, but it was still complying with the contract in other respects including processing grievances in the autumn of 1979, negotiating piece rates with respect to the citrus workers in 1979 and 1980, and fulfilling its duty to bargain by negotiating toward a new contact with the UFW in 1980 for the grape workers. Consequently, there is no evidence in the record which

indicates that the "union problems" mentioned by Wyatt meant anything other than the economic disadvantages of competing with lower paying non-union companies in the same business.

I find that General Counsel has failed to present a prima facie case with respect to the allegation that Respondent closed its citrus operations to discourage union activities and so, accordingly, I recommend that allegation be dismissed.

REMEDY

I have ordered a makewhole remedy for Respondent's agricultural employees for economic losses in 1979[14/] and 1980 but I have not ordered reinstatement since Respondent has completely ended its citrus harvesting business and there is no evidence that there are any prospects for Respondent to resume such operations.

ORDER

By authority of section 1160.3 of the Agricultural Labor Relations Act (Act), the Agricultural Labor Relations Board (Board) hereby orders that Respondent, Valdora Produce Company, Inc., a partnership, and Valdora Produce Company, Inc., a corporation, their officers, agents, successors, and assigns shall:

1. Cease and desist from:

(a) Unilaterally changing their hiring practices by contracting out any bargaining unit work to a labor contractor and/or subcontracting any bargaining unit work to another agricultural employer, including but not limited to, citrus

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14. In respect to the remedy extending beyond the 6 months statute of limitations period, September 30, 1979 herein, see ACF Industries,. Inc. (1979) 592 F2d 422 100 LRRM 2717

harvesting work, or otherwise making any unilateral change in its agricultural employees' wages, hours or working conditions, without giving the United Farm Workers of America, AFL-CIO (UFW), prior notice and an opportunity to bargain with Respodnent(s) about such changes.

(b) In any like or related manner interfering with, restraining, or coercing agricultural employees in the exercise of the rights guaranteed in 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 all of its present and former agricultural employees for all losses of pay and other economic losses they have suffered as a result of Respondent's contracting out citrus harvesting work in the San Diego County area in 1979 and 1980, such make-whole amounts to be computed in accordance with established Board precedents, plus interest thereon computed in accordance with the Board's Decision and Order in Lu-Ette Farms, Inc. (Aug. 18, 1982) 8 ALRB No. 55. The names of the employees entitled to make-whole and the amount of makewhole and interest to be paid to each employee shall be determined by the Regional Director after consultation with both Respondent and the UFW.

(b) Reimburse the UFW for dues Respondent failed to deduct from earnings of the employees it employed through the labor contractor Salvador Yanez from January 1979 through May 1980 as required by the collective bargaining agreement that was in effect during that period with interest calculated in the same manner as ordered in Paragraph 2(a) of this order.

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

(d) 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.

(e) Mail copies of the attached Notice, in all appropriate languages, within 30 days after the date of issuance of this Order, to all employees employed by Respondent at any time from January 1979, until the date on which the said Notice is mailed.

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

(g) 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 and/or employees' 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.

(h) 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 30, 1983.

Arie Schoorl

ARIE SCHOORL
Administrative Law Judge

NOTICE TO AGRICULTURAL EMPLOYEES

After investigating charges that were filed in the El Centro Regional Office of the Agricultural Labor Relations Board (ALRB or Board) by the United Farm Workers of America, AFL-CIO, (UFW), the certified bargaining representative of our employees, the General Counsel of the ALRB issued a complaint which alleged that we, Valdora Produce Company, Inc. and Valdora Produce Company, had violated the law. After a hearing at which all parties had an opportunity to present evidence, the Board found that we violated the law by unilaterally changing our employees' working conditions without notifying or bargaining with the UFW, and by contracting out citrus harvesting work in 1979 and 1980. 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 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 subcontract out bargaining unit work or otherwise make any other unilateral change in our agricultural employees' wages, hours, or working conditions without prior notice to and bargaining with the UFW.

WE WILL reimburse with interest all of our present and former employees who suffered any loss in pay or other money losses because we unlawfully contracted out their work.

DATED:

VALDORA PRODUCE COMPANY, INC.
VALDORA PRODUCE COMPANY

By: _____
(Representative) (Title)

If you have a question about your rights as farm workers or about this Notice, you may contract any office of the Agricultural Labor Relations Board. One office is located at 319 Waterman Avenue, El Centro, California 92243. The telephone number is (6 1 9) 353-2130.

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

DO NOT REMOVE OR MUTILATE.