

STATE OF CALIFORNIA
AGRICULTURAL LABOR RELATIONS BOARD

KAPLAN'S FRUIT & PRODUCE CO.,)	
)	
Respondent,)	Case Nos. 83-CE-321-D
)	84-CE-70-D
and)	84-CE-72-D
)	
UNITED FARM WORKERS OF)	
AMERICA, AFL-CIO,)	11 ALRB No. 7
)	
Charging Party.)	

DECISION AND ORDER

On November 28, 1985, Administrative Law Judge (ALJ) Robert LeProhn issued the attached-Decision in this proceeding. Thereafter, General Counsel and the United Farm Workers of America, AFL-CIO (UFW or Union) each filed timely exceptions to the ALJ's Decision along with supporting briefs.

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

The Board has considered the record and the ALJ's Decision in light of the exceptions and briefs and has decided to affirm the ALJ's rulings, findings, and conclusions, and to adopt his recommended Order, with modifications.

Respondent failed to file an answer to the complaint and did not appear at the duly noticed prehearing conference in this matter. At the prehearing conference, General Counsel

^{1/} Unless otherwise specified, all code sections herein refer to the California Labor Code.

moved that the allegations of the complaint be deemed true and that a default judgement be entered against Respondent. The ALJ granted General Counsel's motion but failed to award the makewhole remedies prayed for in the complaint.

The sole question presented by this matter concerns the ALJ's failure to award a makewhole remedy for Respondent's refusal to bargain with the UFW over the effects of its decision to close its grape operations and for Respondent's bad faith bargaining. The ALJ did not advance any reasons for his failure to award the requested relief.

The complaint alleged, and the ALJ found, that Respondent closed its grape operations without giving the UFW an opportunity to bargain over the effects of that decision. It is well settled that an employer's bargaining obligation applies to bargaining over the effects of a partial closure of the employer's business. (Pik'd Rite, Inc., et al. (1983) 9 ALRB No. 39; Cardinal Distributing Co., Inc., et al. (1983) 9 ALRB No. 36; First National Maintenance Corporation v. NLRB (1981) 452 U.S. 666; Highland Ranch v. ALRB (1981) 29 Cal.3d 848.)

In John V. Borchard, et al. (1982) 8 ALRB No. 52, this Board adopted the National Labor Relations Board's (NLRB) practice of imposing a limited backpay order where the employer has failed to bargain with a union over the effects of its decision to close down a part of its operation. (See, e.g., Transmarine Navigational Corporation (1968) 170 NLRB 389 [67 LRRM 1419].) The Board noted that even the NLRB, which has held that it does not possess statutory authority to award contractual makewhole.

has found a limited makewhole order appropriate in these circumstances.

Accordingly, we will award such a limited backpay remedy in the instant case, in order to:

...make whole the employees for losses suffered as a result of the violation and to recreate in some practicable manner a situation in which the parties' bargaining position is not entirely devoid of economic consequences for the [employer]. (John V. Borchard, supra, 8 ALRB No. 52.)

However, even though the complaint alleged that Respondent engaged in bad faith bargaining and prayed for contractual makewhole relief within the meaning of section 1160.3, we conclude that the allegations in the complaint are not sufficient to warrant a finding of surface bargaining and imposition of contractual makewhole.^{2/}

ORDER

By authority of Labor Code section 1160.3, the Agricultural Labor Relations Board (Board) hereby orders that Respondent Kaplan's Fruit & Produce Co., its owners, officers, agents, successors, and assigns shall:

1. Cease and desist from:
 - (a) Refusing to rehire and/or recall any employee

^{2/} Absent any allegations in the body of the complaint, we find the reference in the prayer for relief to an unexecuted Memorandum of Agreement to be insufficient to establish that the Respondent failed to sign a valid collective bargaining agreement embodying terms on which the parties had reached agreement. We will, therefore, not order Respondent to sign the agreement and give its terms retroactive effect as would be appropriate in the aforementioned situation. (See H. J. Heinz v. NLRB (1941) 311 U.S. 514 [7 LRRM 29]; NLRB v. Strong (1960) 593 U.S. 357 [70 LRRM 2100], Tex-Cal Land Management, Inc. (1981) 7 ALRB No. 11, remanded, Tex-Cal v. ALRB (1982) 135 Cal.App.3d 906.)

because of his/her participation in Board processes.

(b) Refusing to bargain in good faith with the United Farm Workers of America, AFL-CIO (UFW) by delaying negotiations or by refusing, upon demand, to bargain with the UFW regarding the effects of its decision to terminate its grape operations.

(c) In any other like or related manner interfering with, restraining, or coercing employees in the exercise of their rights as guaranteed by Labor Code section 1152.

2. Take the following affirmative action designed to effectuate the policies of the Act:

(a) Offer Silvestre Ramos immediate and full reinstatement to his former or substantially equivalent position, without prejudice to his seniority or other rights and privileges;

(b) Make Silvestre Ramos whole for all loss of pay and other economic losses he suffered as a result of Respondent's unlawful refusal to rehire and/or recall him, such amount to be computed in accordance with established Board precedent, plus interest thereon computed in accordance with our Decision and Order in Lu-Ette Farms, Inc. (1982) 8 ALRB No. 55.

(c) Upon request, bargain collectively with the UFW with respect to the effects upon its former employees of the termination of its grape operations, and reduce to writing any agreement reached as a result of such bargaining.

(d) Pay to those employees on its payroll on or about November 17, 1983, prior to the date Respondent closed

4.

its grape operation, their average daily wage for a period commencing ten days after issuance of this Order and continuing until: (1) the date it reaches an agreement with the UFW about the impact and effects on its former employees of its decision to discontinue its grape operations; or (2) the date it and the UFW reach a bona fide impasse in such collective bargaining; or (3) the failure of the UFW either to request bargaining within ten days after the date of issuance of this Order or to commence negotiations within five days after Respondent's notice to the UFW of its desire to bargain; or (4) the subsequent failure of the UFW to meet and bargain collectively in good faith with Respondent. In no event shall the backpay period for any employee exceed the period necessary for any employee to obtain alternate equivalent employment, provided, however, that in no event shall the backpay award to any employee be less than he or she would have earned for a two-week period at the rate of his or her usual wages when last in Respondent's employ. Such amount shall include interest thereon, computed in accordance with our Decision and Order in Lu-Ette Farms, Inc. (1982) 8 ALRB No. 55.

(e) Preserve and, upon request, make available to this Board or 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 makewhole and backpay amounts, and interest, due under the terms of this Order.

(f) Sign the Notice to Agricultural Employees

attached hereto and, after its translation by a Board agent into all appropriate languages, reproduce sufficient copies in each language for the purposes set forth hereinafter.

(g) Mail copies of the attached Notice, in all appropriate languages, within 30 days after the date of issuance of this Order, to all employees employed by Respondent any time during the period from July 1, 1983, until July 1, 1984.

(h) Post copies of the 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.

(i) Arrange for a representative of Respondent or a Board agent to distribute and read the 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.

(j) Notify the Regional Director in writing within 30 days after the date of issuance of this Order of the steps

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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: March 13, 1985

JOHN P. McCARTHY, Member

JORGE CARRILLO, Member

PATRICK W. HENNING, Member

NOTICE TO AGRICULTURAL EMPLOYEES

After investigating charges that were filed in the Delano Office, the General Counsel of the Agricultural Labor Relations Board (ALRB or Board) issued a complaint that alleged that we, Kaplan's Fruit & Produce Co., violated the law. The Board found that we did violate the law by refusing to recall or rehire Silvestre Ramos for his participation in and involvement in ALRB processes. The complaint also alleged that we delayed bargaining with your collective bargaining representative, the United Farm Workers of America, AFL-CIO (UFW); and that we closed our grape operations without notice to the UFW; and that we refused to bargain with the UFW regarding the effects of our decision to close our grape operation. The Board has found we violated the law in each of these respects.

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 (ALRA or 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 discharge or suspend, or in any other way discriminate against, any agricultural employee because he or she seeks to utilize the procedures established by the Act.

WE WILL NOT delay bargaining with the UFW.

WE WILL rehire or recall Silvestre Ramos to his former or substantially equivalent employment, without loss of seniority or other privileges, and we will reimburse him for any pay or other money lost as a result of the failure to rehire or recall him, plus interest.

WE WILL, upon demand by the UFW, bargain in good faith with the UFW regarding the effects of our decision to close our grape operation, as well as, with regard to wages, hours and other conditions of employment.

Dated:

KAPLAN'S FRUIT & PRODUCE CO.

By: _____
Representative Title

If you have any questions about your rights as farm workers or

this Notice, you may contact any office of the Agricultural Labor Relations Board. One is located at 627 Main Street, Delano, California, telephone (805) 725-5570.

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

Kaplan's Fruit & Produce Co.
UFW

11 ALRB No. 7
Case No. 83-CE-321-D

ALJ DECISION

Following the Respondent's failure to file an answer to the complaint and to appear at the prehearing conference, the General Counsel moved to make the allegations of the complaint true and for default judgement. Respondent did not file a response to this motion and the ALJ concluded that it had failed to establish good cause for its failure to timely file an answer to the complaint. Additionally, the ALJ granted General Counsel's motion to deem the allegations of the complaint true. He thus concluded that Respondent failed or refused to rehire and/or recall employee Silvestre Ramos because he filed charges and participated in Board processes, that Respondent refused and failed to bargain in good faith by delaying negotiations with the United Farm Workers of America, AFL-CIO (UFW), and that Respondent refused to bargain with the UFW about the effects of its decision to close its grape operations.

BOARD DECISION

The Board affirmed the ALJ's Decision. In addition, the Board awarded limited backpay for Respondent's failure to bargain with the UFW over the effects of its decision to close down its grape operation. This relief was prayed for in the complaint but the ALJ failed to award it. Finally, while the complaint also prayed for bargaining makewhole, the Board concluded that the allegations in the complaint were not sufficient to support a finding of bad faith bargaining and thus that contractual makewhole was not an appropriate remedy.

* * *

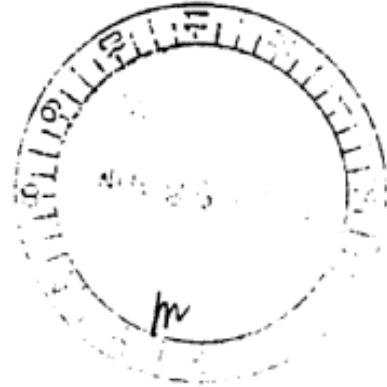
This Case Summary is furnished for information only and is not an official statement of the case, or of the ALRB.

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STATE OF CALIFORNIA
AGRICULTURAL LABOR RELATIONS BOARD

In the Matter of:)
KAPLAN'S FRUIT & PRODUCE CO.,)
Respondent,)
and)
UNITED FARM WORKERS OF)
AMERICA, AFL-CIO,)
Charging Party.)

Case Nos. 83-CE-321-D
84-CE-70-D
84-CE-72-D



Appearances:

Susan Adams
ALRB Delano Regional Office
627 Main Street
Delano, California 93215
for General Counsel

Marcos Camacho United Farm
Workers P.O. Box 30
Keene, California 93531
for Charging Party

Before: Robert LeProhn
Administrative Law Judge

RULING AND DECISION OF ADMINISTRATIVE LAW JUDGE

Pursuant to notice duly served upon all parties, a prehearing conference in the above-captioned matter was held in Delano, California, on October 2, 1984.^{2/} The hearing was noticed for 10:00 a.m. Upon the failure of Respondent, the trustee in bankruptcy or their respective counsel to appear at the appointed hour, the matter was continued for one hour at which time the hearing proceeded. Neither counsel appeared.

At the outset of the hearing, General Counsel moved that the allegations of the complaint be deemed true and that a default be entered against Respondent. The motion was grounded upon Respondent's failure to file a timely answer or give cause for its failure to do so.

On the basis of the evidence admitted at the prehearing conference, I make the following:

FINDINGS OF FACT

1. On February 24, 1984, Respondent filed a Chapter 7 petition in bankruptcy; on March 24, 1984, Richard Danning was appointed trustee.

2. Complaint in the above-captioned matter issued on June 29, 1984, and was served by certified mail upon Ronald H. Barsamian, counsel of record for Respondent, and by regular mail upon Respondent. At this point in time, General Counsel had no knowledge of the Chapter 7 proceedings; therefore no service was attempted upon the trustee or his counsel.

2. General Counsel's Exhibit 1 (G.C. 1) admitted in evidence shows service by certified mail upon David Blonder, attorney for the trustee in bankruptcy and upon Joseph A. Eisenberg, attorney for respondent.

3. On July 5, 1984, Joseph Eisenberg filed and served upon the Board a paper captioned "Notice of Pendency of Chapter 7 Case and Automatic Stay" the final sentence of which reads:

[A]s a result of the pendency of the bankruptcy proceeding and the provisions of section 362(a) of the Bankruptcy Code, 11 U.S.C. section 362(a) all further proceedings have been stayed and are enjoined.

No order signed by a bankruptcy judge accompanied Eisenberg's notice.

4. General Counsel filed a Motion in Opposition to Eisenberg's "Automatic Stay" urging that 11 U.S. C. 362(b) (4) makes the automatic stay provisions of 362(a) inapplicable to ALRB unfair labor practice and compliance proceedings, citing In re Kawano, Inc. (S.D. Cal. Bkrtcy 1983) 27 B.R. 855. General Counsel also noted that Respondent's assertion that further proceedings had been stayed and enjoined was "grossly misleading and patently false."

5. Treating Eisenberg's paper as a request to stay further proceedings, the Deputy Executive Secretary denied the request on August 1, 1984.

6. On June 29, 1984, Notice of Hearing and Complaint issued and was duly served in the above captioned matter. No answer was filed.

7. On July 12, 1984, a First Amended Complaint was filed alleging, that Respondent had failed or refused to hire or recall Silvestre Ramos because he filed unfair labor practice charges and participated in Board processes and further alleging that Respondent had refused and failed to bargain in good faith with the United Farm Workers as the certified bargaining representative of its agricultural employees.

8. The first amended complaint was served by certified mail upon Ronald H. Barsamian as counsel of record for Respondent. No service upon the trustee or his counsel is shown.

9. By letter of July 27, 1984, Barsamian was advised that no answer to the first amended complaint had been filed. Barsamian was further advised that if an answer were not received by August 3, 1984, General Counsel would file a motion to make the allegations of the complaint true and for a default judgment. No answer was filed and no explanation was offered by the failure to file an answer.

10. On July 31, 1984, Barsamian telephoned an ALRB attorney assigned to the Kaplan case to advise that his firm no longer represented Respondent and that Respondent was now represented by Levine & Eisenberg.

11. On August 2, 1984, General Counsel advised Levine that Kaplan had been served by certified mail with the first amended complaint on July 16, 1984; that no answer had been filed pursuant to the Board's regulations and that if no answer were received by August 6, 1984, General Counsel would move that the allegations in the complaint be deemed true and that a default be entered.^{2/}

12. By letter of August 10, 1984, Richard Papst, an attorney associated with Barsamian, was advised that his firm was Respondent's attorney of record and that no answer to the first amended complaint had been filed. Levine and Eisenberg were served

2. The record shows service upon Barsamian on July 16, 1984, by certified mail and upon Kaplan Produce by regular mail. It is apparently the service upon Kaplan by serving Barsamian to which General Counsel refers in its August 2 communication from Adams to Levine.

by certified mail with a copy of this communication.

13. A letter dated August 22, 1984, from Eisenberg is the first evidence in the record of notice from Respondent regarding the identity of the trustee in bankruptcy and of the identity of the trustee's counsel.

14. By letter dated August 30, 1984, from Dressier, Quesenbery, Laws & Barsamian directed to the Executive Secretary, the law firm reiterated its withdrawal as counsel for Respondent and again noted that Levine and Eisenberg now represented Respondent.

15. By letter of September 4, 1984, the first amended complaint, and General Counsel's request to make the allegations true and for default judgment were served by certified mail upon the trustee in bankruptcy and Blonder, his counsel. The letter apprised the trustee of Respondent's failure to file an answer as well as of the date of the prehearing conference and the date of hearing.

16. Following a telephone status conference on September 12, 1984, in which both counsel for Respondent and counsel for the trustee participated, and during the course of which counsel for the trustee solicited a settlement offer from the General Counsel, and during the course of which trustee's counsel was apprised of the date and time of the prehearing conference and of General Counsel's pending motion, no answer was filed by Respondent or the trustee.

17. The record shows no request to continue the prehearing conference; nor does the record show any request to extend Respondent's time to file an answer.

On the basis of the foregoing facts, I conclude that Respondent has failed to establish good cause for its failure to

file a timely answer to either the complaint or the first amended complaint. The Motion to Make Allegations of the Complaint True and for Default Judgment is hereby granted.

SUBSTANTIVE FINDINGS AND CONCLUSIONS OF LAW

Labor Code section 1160.2 requires service of an unfair labor practice complaint upon any person charged with being engaged in an unfair labor practice. The Agricultural Labor Relations Board's (ALRB) regulations (8 Cal. Admin. Code. §20400) permits service of a complaint upon the person required to be served either personally or by registered or certified mail or by telegraph or by leaving a copy at the person's principal office or place of business. Proper service of the first amended complaint has not been challenged; it is appropriate to conclude there was proper service upon Respondent and upon the trustee in bankruptcy of the First Amended Complaint and Notice of Prehearing Conference as well as General Counsel's motion to make the allegations of the complaint true and for default judgment.

8 Cal. Admin. Code section 20230 requires that a Respondent file an answer within 10 days of the service of complaint. Section 20232 provides in part: "Any allegation not denied shall be considered admitted.

No answer having been filed, General Counsel's motion to make the allegations of the complaint true and for default judgment is granted.

The following operative allegations of the first amended complaint are found to be true:

- (1) A true and correct copy of Charge No. 83-CE-321-D was

filed November 29, 1983, and duly served upon Respondent on November 29, 1983.

(2) A true and correct copy of Charge No. 84-CE-70-D was filed on April 17, 1984, and duly served upon Respondent on April 17, 1984.

(3) A true and correct copy of Charge No. 84-CE-72-D was filed on April 19, 1984, and was duly served upon Respondent on April 19, 1984.

(4) Respondent is an agricultural employer within the meaning of Labor Code section 1140.4(c) doing business in the State of California.

(5) At all times material, the following named persons occupied the positions set opposite their names and have been, and are now, supervisors within the meaning of section 1140.4(j) of the Agricultural Labor Relations Act and agents of Respondent acting on its behalf: John Bono, Sr., general manager; John Bono, Jr., manager; Bert Vera, foreman; Ronald Barsamian, negotiator.

(6) Since July 1983 Respondent has refused to rehire and/or recall Silvestre Ramos because he filed charges with the General Counsel and participated in Board processes.

(7) Commencing on or about October 11, 1983, and continuing thereafter, Respondent, by and through its agent, Ronald Barsamian, has delayed negotiations with the United Farm Workers (UFW), the certified representative for collective bargaining of its agricultural employees.

(8) At some time prior to November 17, 1983, Respondent closed its grape operations without giving the UFW prior notice of

its decision to do so and without giving the UFW an opportunity to bargain regarding the effects of that decision. The UFW was notified on or about November 17, 1983, that Respondent had closed its grape operation.

(9) On or about January 11, 1984, Respondent refused a request of the United Farm Workers that it bargain with the union over the effects of its decision to close its grape operations.

(10) By the acts described in Paragraphs 6, 7, 8, and 9, Respondent has interfered with, restrained and coerced agricultural employees in the exercise of rights guaranteed by section 1153(a) of the Act.

(11) By the acts set forth in Paragraph 6, Respondent has engaged in an unfair labor practice within the meaning of section 1153(d).

(12) By the acts set forth in Paragraphs 7, 8, and 9, Respondent has engaged in unfair labor practices within the meaning of Labor Code section 1153(e).

REMEDY

Having found that Respondent violated sections 1153(a), (d) and (e) of the Act, I shall recommend that it cease and desist therefrom and take affirmative action designed to effectuate the policies of the Act as delineated in the following order:

ORDER

By authority of Labor Code section 1160.3, the Agricultural Labor Relations Board hereby orders that Respondent Kaplan' s Fruit & Produce Co., its owners, officers, agents, successors, and assigns shall:

(1) Cease and desist from:

(a) Refusing to rehire and/or recall any employee because of his/her participation in Board processes;

(b) Refusing to bargain in good faith with the United Farm Workers by delaying negotiations or by refusing, upon demand, to bargain with the UF*tf regarding the effects of its decision to terminate its grape operations.

(c) In any other like or related manner interfering with, restraining, or coercing employees in the exercise of their rights as guaranteed by Labor Code section 1152;

2. Take the following affirmative action designed to effectuate the policies of the Act:

(a) Offer Silvestre Ramos immediate and full reinstatement to his former or substantially equivalent position, without prejudice to his seniority or other rights and privileges;

(b) Make Silvestre Ramos whole for all loss of pay and/or other economic losses he suffered as a result of Respondent having discharged him, such losses to be computed in accordance with Lu-Ette Farms, Inc. (1982) 8 ALRB No. 55;

(c) Negotiate with the UFW, upon request, regarding the effects of Respondent's decision to close its grape operations;

(d) 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 determination by the Regional Director of the

backpay period and the amount of backpay due under the Board's order;

(e) Mail copies of the attached Notice in all appropriate languages within 30 days after the day of issuance of the Board's order to all agricultural employees employed by Respondent at any time between July 1, 1983, and the date of the final order in this matter;

(f) Post copies of the 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;

(e) Arrange for a representative of Respondent or a Board agent to distribute and read the 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.


(f) Notify the Regional Director in writing within 30 days after the date of issuance of this order of the steps

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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: November 28, 1984

A handwritten signature in black ink, appearing to read "R. Le Prohn", written over a horizontal line.

ROBERT LE PROHN
Administrative Law Judge

NOTICE OF AGRICULTURAL EMPLOYEES

After investigating charges that were filed in the Delano Office, the General Counsel of the Agricultural Labor Relations Board issued a complaint that alleged that we have violated the law. The Board found that we did violate the law by refusing to recall or rehire Silvestre Ramos for his participation in and involvement in ALRB processes. The complaint also alleged that we delayed bargaining with your collective bargaining representative the United Farm Workers of America; and that we closed our grape operations without notice to the United Farm Workers; and that we refused to bargain with the United Farm Workers regarding the effects of our decision to close our grape operation. The Board has found we violated the law in each of these respects.

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 discharge or suspend, or in any other way discriminate against, any agricultural employee because he or she seeks to utilize the procedures established by the Agricultural Labor Relations Act.

WE WILL rehire or recall Silvestre Ramos to his former or substantially equivalent employment, without loss of seniority or other privileges, and we will reimburse him for any pay or other money lost as a result of the failure to rehire or recall him, plus interest.

Upon demand by the United Farm Workers (UFW) we will bargain in good faith with the UFW regarding the effects of our decision to close our grape operation, as well as, with regard to wages, hours and other conditions of employment.

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

DATED: November 28, 1984.

KAPLAN'S FRUIT & PRODUCE CO.

By:

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

DO NOT REMOVE OR MUTILATE.