

STATE OF CALIFORNIA

AGRICULTURAL LABOR RELATIONS BOARD

ROBERTS FARMS, INC.)	
)	
Respondent,)	Case No. 82-CE-229-D
)	
and)	
)	
UNITED FARM WORKERS OF)	13 ALRB No. 11
AMERICA, AFL-CIO,)	
)	
Charging Party.)	
)	
)	
)	

DECISION AND ORDER

On January 14, 1987, Administrative Law Judge (ALJ) Matthew Goldberg issued the attached Decision in this matter. Thereafter, General Counsel and Respondent timely filed exceptions to the ALJ's Decision, along with supporting briefs.

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

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 the ALJ's rulings, findings, and conclusions, and to adopt his proposed Order, as modified herein.

ORDER

By authority of Labor Code section 1160.3 the Agricultural Labor Relations Board (Board) hereby orders that

^{1/} The signatures of Board Members in all Board Decisions appear with the signature of the Chairman first, if participating, followed by the signatures of the participating Board Members in order of seniority.

Respondent Roberts Farms, Inc., its officers, agents, successors, and assigns shall:

1. Cease and desist from:

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

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

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

(a) Offer to Armando Sanchez, Roberto Zamora, Antonio Torres, and Juan Mejorado reinstatement to their former or substantially equivalent positions, without prejudice to their seniority or other employment rights and privileges, and make them whole for all losses of pay and other economic losses they have suffered as a result of the discriminatory failure to rehire them, such amounts to be computed in accordance with established Board precedents, plus interest thereon computed in accordance with the Decision and Order in Lu-Ette Farms, Inc. (1982) 8 ALRB No. 55.

(b) Preserve and, upon request, make available to the Board and its agents, for examination, photocopying and otherwise copying, all payroll and 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 periods 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 purpose 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 from September 29, 1982 through September 29, 1983.

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

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

Dated: June 26, 1987

BEN DAVIDIAN, Chairman

GREGORY L. GONOT, Member

IVONNE RAMOS RICHARDSON, Member

NOTICE TO AGRICULTURAL EMPLOYEES

After investigating charges that were filed in the Delano Regional Office, the General Counsel of the Agricultural Labor Relations Board (Board) issued a complaint which alleged that we, Roberts Farms, Inc., had violated the law. After a hearing at which each side had an opportunity to present evidence, the Board has found that we violated the agricultural Labor Relations Act (Act) by discriminating against Armando Sanchez, Roberto Zamora, Antonio Torres, and Juan Mejorado. 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 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.

WE WILL NOT threaten to or actually discharge or lay off any employees for engaging in protests over wages or their working conditions, or for discussing these matters.

WE WILL REIMBURSE Armando Sanchez, Roberto Zamora, Antonio Torres, and Juan Mejorado for all losses of pay and other economic losses they have suffered as a result of our discriminating against them, plus interest and in addition offer them immediate and full reinstatement to their former or substantially equivalent positions.

Dated:

ROBERTS FARMS, INC.

By: _____
(Representative) (Title)

If you have a question about your rights as farm workers or about this Notice, you may contact any office of the Agricultural Labor Relations Board. One office is located at 711 North Court Street, Suite A, Visalia, California 93291. The telephone number is (209) 627-0995.

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

Roberts Farms, Inc.
(UFW)

13 ALRB No. 11
Case No. 82-CE-229-D

ALJ DECISION

Based on demeanor the ALJ found that Respondent illegally terminated and failed to rehire 'four employees after the workers requested a wage increase. The ALJ determined that Respondent's defense that the employees quit failed to rebut General Counsel's prima facie case. Specifically, the ALJ discounted Respondent's witness¹ testimony and found Respondent's corroborating business records to be unreliable hearsay.

BOARD DECISION

The Board adopted the ALJ's findings and conclusions.

* * *

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:)	
)	Case No. 82-CE-229-D
ROBERTS FARMS, INC.)	
)	
Respondent, and)	
)	
UNITED FARM WORKERS OF)	
AMERICA, AFL-CIO.,)	
)	
Charging Party)	
_____)	

Appearances:

Susan Y. Adams, for the General Counsel

Richard Pabst, of Dressier and Quesenbery, for the Respondent¹

Before: Matthew Goldberg
Administrative Law Judge

DECISION OF THE ADMINISTRATIVE LAW JUDGE

¹No appearance was entered on behalf of the Charging Party.

I. STATEMENT OF THE CASE

On December 27, 1982, Charging Party United Farm Workers of America, AFL-CIO (the "Union" below) filed a charge in case number 82-CE-229-D alleging that Roberts Farms, Inc. (referred to at various times below as "Respondent," the "employer" or the "company") violated §§1153(a) and (c) of the Act by firing "Armando Sanchez Morales, Jesus Santoya,² and others because of their concerted activities."

Based upon this charge, the General Counsel for the Agricultural Labor Relations Board, on June 30, 1986, caused to be issued a complaint incorporating the substance of these allegations. Respondent duly filed an answer in which it essentially denied the commission of any unfair labor practices.

On August 5, 1986, a hearing was held before me in Delano, California. The General Counsel and the Respondent appeared through their respective representatives, and were given full opportunity to examine and cross-examine witnesses, to produce testimonial and documentary evidence, and to submit argument and post-hearing briefs.

Based upon the entire record in the case, including my observations of the demeanor of each witness as he testified, and

²The inclusion of Santoya's name in the charge as a discriminatee appears to have been a clerical error.

having read the briefs submitted to me after the hearing closed, I make the following:

II. FINDINGS OF FACT

A. Jurisdiction

1. The Respondent was and is an agricultural employer within the meaning of §1140.4(c) of the Act.
2. The Union is and was, at all times material, a labor organization within the meaning of §1140.4(f) of the Act.³

B. The Facts Presented

The central issue may be simply described: whether the four workers alleged as discriminatees were discharged for their participation in protected, concerted activities, or whether they voluntarily quit their jobs due to dissatisfaction with the wage rate they were receiving.

The four workers, Armando Sanchez, Roberto Zamora, Antonio Torres, and Juan Mejorado, were employed by Respondent in September of 1982 as "nut rakers." Their job in the walnut harvest entails following an air blower and manually raking the fallen walnuts which cannot be gathered mechanically from around the trees and water pipes. At that time, rakers employed by the Respondent were earning \$4.10 and hour.

About one week prior to September 29, the last day the four worked for Respondent, tractor drivers employed by the

³In its answer, Respondent admitted the jurisdictional allegations contained in the complaint.

company had received a raise. One of the alleged discriminatees, Armando Sanchez, had acted as translator for a tractor driver named "Enrique" when this raise was requested, and spoke with Herman Jones, Respondent's superintendent, about it.

The rakers discussed the raise that the drivers had recently received, and decided to ask for a raise themselves. On September 29, Sanchez asked Ray Stewart, a field foreman, to call Jones on the radio so that Sanchez might speak with him about a wage increase. According to Sanchez, Jones arrived at the grove where they were working that day at about 1:30 or 2:00 p.m. The four workers approached him as a group. Sanchez spoke to Jones in English, on their behalf. Sanchez asked for a 15 cent per hour increase. Jones replied: "If you don't want to work for this price of \$4.10, go home." Jones thereupon grabbed Sanchez' rake and took it away, and ordered Jesse Santoyo, another raker who collects and distributes the equipment, to take the rakes of the other three workers.⁴ Sanchez told the three others in Spanish what happened, that "he didn't want to give us a raise."

The next day, the four went to the company office for their checks. Sanchez testified that they also asked for their jobs back. They were told by Jones that he already had hired other workers "four days" earlier who were willing to work for "that price." Neither Armando Sanchez, Roberto Zamora, Juan

⁴The complaint alleged that "Respondent, through its agents . . . Jones and . . . Santoya, discharged" the four alleged discriminatees. Although Sanchez was alleged to be a "foreman/agent" in the complaint, the evidence fell far short of establishing that he was a supervisor within the meaning of

Mejorada, nor Antonio Sanchez has worked for the company since that date.

Roberto Zamora was also called as a witness by the General Counsel. He corroborated, in every significant particular, Sanchez' description of the exchange with Jones on the 29th and events the following day. However, he stated that his understanding of English, the language used by Jones and Sanchez in their exchanges, is minimal.⁵

Nonetheless, Jones¹ actions on the 29th make his intentions clear to Zamora, as the rakes of the workers were taken away.

Respondent produced "payroll change cards" from its records which indicate that the four employees in question "quit" their jobs. The cards were purportedly signed by each of the four, respectively. However, Zamora denied that he signed anything which indicated he had quit his job; Sanchez identified his signature on the card, but claimed he had "never seen" it "so as to have signed it." Attempts to verify the signatures proved unavailing.⁶

Even assuming that the workers did sign the cards, there was insufficient evidence to establish, as per Evidence Code

(Footnote No. 4 cont'd)

§1140.4(j) of the Act. This finding has no real bearing on the ultimate conclusions reached herein, since, as shown above, Santoya, apart from gathering the equipment, played no role in the company's decision.

⁵Sanchez translated Jones' remarks.

⁶In an effort to verify Zamora's signature, Respondent produced a "personnel card" from its records which Zamora allegedly signed

§1271, that their mode of preparation was such as to indicate the trustworthiness of these purported business records.⁷ I am thus unable to give full probative weight to the representations on the card, and find that they do not constitute admissions by the alleged discriminatees.

In contrast to the unwavering accounts provided by Sanchez and Zamora, Jones' description of the events in question might be termed shifting, uncertain and inconsistent.⁸

The essence of his testimony is that on September 29, he was called to the field where the four discriminatees were working. Sanchez approached him while the other three continued to work. Zamora, Torres, and Mejorada remained from about four to

(Footnote No. 6 con'd)

when he first started working for the Respondent. The ALJ also asked Zamora to sign his name. Dissimilarities in the exemplars so produced rendered any determination as to their authenticity inconclusive. There were no other signatures for Sanchez produced for comparison. Jones testified that he instructed Fidel Christian, who apparently worked in the Porterville office, to fill out the cards and get them signed when the final paychecks were distributed. Christian was not called as a witness to authenticate the signatures under Evidence Code §1413. While respondent's counsel elicited testimony that Santoyo had retired and presently lived in Mexico, and was thus unavailable as a witness, counsel neglected to develop similar evidence concerning Christian.

⁷Essentially, there was no evidence whether, if signed, the cards were signed before or after the "Quit" box on them was checked. Further, after first stating that he "couldn't say for sure" whether he signed the cards after the employees had signed them, Jones testified that he was "sure [he] signed. . . after their signatures were on them."

⁸Jones was the sole witness called by the company.

about twenty feet from where the discussion occurred. Sanchez told Jones that rakers in McFarland⁹ were earning five dollars an hour¹⁰, and that he thought they should also be receiving that wage. Jones told Sanchez that he didn't think that that was the case, but that he would check with the office and get back to him. Jones appeared to testify¹¹ that he left the field to verify the wage rate with the office, and after doing so, returned to tell Sanchez that the company was only paying \$4.10 an hour. Sanchez purportedly responded by saying that he was "just going to do \$4.10 an hour work." Jones replied that he would have to work like everyone else. Jones then stated that Sanchez then told him, essentially, that he "would just quit."¹²

⁹Respondent also maintains operations in McFarland.

¹⁰Five dollars an hour was, coincidentally, the amount of the raise that Sanchez had requested for Enrique, and which the tractor drivers had received.

¹¹John initially stated "I don't know whether it was right then or whether I got back to him and told him they were paying \$4.10 an hour." Jones asserted that he "called the lady in the payroll department and got my information." When asked if he drove to the office in Porterville to speak with her, Jones replied: "I don't recall whether I did that evening or not. I just don't recall." Jones then testified that he left the field and "telephoned [the] office," about "thirty minutes to an hour" after he spoke to Sanchez. Jones further maintained that he checked "with the foreman" concerning the rates being paid, "but I don't know whether I did it that same day, same time or what."

¹²At this point, Jones' account again became somewhat confused. Jones originally stated: "I don't recall whether he said he'd just quit - it seemed to me like he said he would just quit." However, in his next response Jones asserted: "I just told him that if he couldn't work for \$4.10 an hour he could quit," and that he made this statement to Sanchez before the worker "told [him] he'd just quit."

The superintendent maintained that, as previously, the other three alleged discriminatees remained apart from the "second" conversation he had with Sanchez. When asked by Respondent's counsel whether Sanchez told him that he was speaking on behalf of any other workers, Jones answered "He said 'we.' He didn't say who. He didn't call any names or anything like that."¹³

Jones denied that he took Sanchez' rake away, or told him that he was fired. He further denied ordering Santoyo to gather the rakes of the other alleged discriminatees.¹⁴

Despite his representation that Sanchez told him "he'd just quit," Jones claimed that it was not until the next day that he became "aware" that the four workers had either left the field or did not return to work. He "prepared" their payroll change cards,¹⁵ and took these with their time cards to the office in order that their final paycheck-s could be made out.

¹³Jones neglected to state which elements of Sanchez' remarks to him were stated in the first person plural, as opposed to the first person singular.

¹⁴John noted after this denial: "If it'd be such a thing, when I left I could have said: Santoyo, be sure to pick up the other rakes, or something like that. I don't recall." If Jones had no knowledge that the other three would also be quitting, as his later testimony seems to indicate, there would be no apparent reason to remind Santoyo to gather their equipment.¹⁵ It is unclear which portions of the cards he "prepared." Jones earlier testified that Christian had filled out the cards.

Significantly, however, Jones neglected to state how he became "aware" that the four would not be working, or what prompted him to have their paychecks prepared. Jones denied speaking with any of the four when they came to the office to pick up their checks. Instead, he claimed to have gotten the checks from the company office in McFarland, taken them to Porterville and put them in a drawer. He instructed Fidel Christian, who was then present, to make sure that the workers signed the payroll change cards when they came in to get their checks.¹⁶

Jones also denied that any of the four had asked him for their jobs back, although he stated that Sanchez had asked him about pruning work toward the end of that year. Jones purportedly told him "it's okay with me, but you'll have to clear this up with the office." Jones neglected to explain what "this" was.¹⁷ In any event, Jones claimed that Sanchez never followed through on the pruning work offer.¹⁸

¹⁶Zamoara testified that the four workers went to the Porterville office for their checks they spoke with Jones. He told them they would not be re-hired, and that their checks were in the McFarland office. When the four went to McFarland, they were told that the checks had been gathered by Jones and taken back to Porterville. Zamora insisted that it was Jones who gave them the checks. Sanchez corroborated Zamora's account. As noted, Christian was not called as a witness.

¹⁷If Sanchez had quit voluntarily, as Jones asserted, it is doubtful whether anything needed to be "cleared up." By contrast, if he had been discharged, there might be obstacles to his being rehired.

¹⁸Sanchez denied that he requested this work.

III. ANALYSIS AND CONCLUSIONS

As a general proposition, an employer violates the Act when employees engage in protected, concerted activity, the employer acquires knowledge of this conduct, and these employees are discharged as a result. Lawrence Scarrone (1981) 7 ALRB No. 13; Nishi Greenhouse (1981) 7 ALRB No. 18; Classen Mushroom 12 ALRB No. 13; Martori Brothers v. ALRB (1981) 29 Cal. 3d 721. When the four employees here met and discussed their wage rate, decided to and did present a demand for increased wages, they were participating in the type of activity which the Act is designed to protect. (See e.g., Gourmet Farms (1984) 10 ALRB No. 41; Arco Seed (1985) 11 ALRB No. 1; Sequoia Orange (1985) 11 ALRB No. 21; Phillip D. Bertelsen (1986) 12 ALRB No. 27. It naturally follows that if the four alleged discriminatees were discharged, rather than quit, because they expressed a problem with their wages to a supervisor, the Act was violated.

I specifically credit the employees' version of events leading up to their separation from the company¹⁹ and find that they were, in fact, discharged.²⁰

¹⁹As part of crediting the employees' version of the facts, I find that the four presented their wage demand as a group, as Sanchez and Zamora testified, ceasing work and gathering around Jones as Sanchez acted as their spokesman. The "concerted" nature of their action is thus evident. (See Armstrong Nurseries (1986) 12 ALRB No. 15).

²⁰That the workers may not have been actually told that they were fired is not, as respondent argues, dispositive. The fact that the rakes of the four were taken from them, as per the workers' testimony, as well as Jones directive to Sanchez to "go home," clearly conveyed to them the impression that they were dismissed.

I do so for a number of reasons. As a review of the factual summary presented above should clearly indicate, I found that Armando Sanchez and Roberto Zamora were far more credible witnesses than Herman Jones. The mutually corroborative and forthright versions of events which they provided was intrinsically consistent, despite persistent attempts by counsel for the employer to establish deficiencies in their respective testimonies, to no avail. By contrast, Jones was exceedingly uncertain and indefinite in many aspects of his testimony. Evident discrepancies in his account lead me to discredit its ultimate import, to the effect that the four employees in question simply quit their jobs.

Jones' failure to supply a critical piece of the evidentiary puzzle renders inherently implausible the conclusion that the four employees quit their jobs. That piece concerns how or to whom the four expressed the notion that they would voluntarily leave respondent's employ, and how Jones "became aware" of their intentions. By Jones' account, he spoke to one worker who asked for a raise. He claimed not have seen either the workers who asked for the raise, nor any other workers, leave the field after the raise was denied. The next day he prepared the final check for this worker and three others. Why he felt

required to do so was not made apparent by his testimony.²¹

Jones asserted that Zamora, Torres and Mejorada continued to work and distanced themselves from Sanchez when the wage demand was presented.²² If one were to accept Jones¹ version that Sanchez alone spoke to him and said he would quit if the raise were not granted, the actions of Zamora, Torres and Mejorada remain totally unexplained. It makes little sense that three workers who were ostensibly unconnected to any wage demand would simultaneously develop a mutual dissatisfaction with their pay rate, voluntarily abandon their employment, and simply appear at the respondent's office the following day expecting their final paychecks, all without expressing their intentions to anyone.

What is more logical is that Jones dismissed the four after the wage discussion, and knew he had to prepare their final checks because he himself had terminated them.

Notwithstanding any of the foregoing, even assuming for the sake of argument that the four employees had quit their jobs, respondent violated the Act when they appeared at its offices the

²¹sanchez ' purported statement that "he'd just quit" was not accompanied by any behavior, according to Jones, which would indicate this intention. Thus, even accepting that Sanchez made the statement, its meaning is sufficiently ambiguous absent confirming conduct (i.e., that Sanchez was merely expressing a possible result of the failure to obtain the raise) so as not to definitively provide the rationale for Jones to prepare the final checks.

²²This evidence appears directed at detracting from the "concerted" nature of the wage demand.

following day, and, according to credited testimony, asked to be rehired and were refused. Construing the "quit" as a one-time work stoppage, or strike in protest over wages, such stoppages are presumed to be "protected" activity within the meaning of the Act. See Armstrong Nurseries supra; NLRB v. Washington Aluminum (1962) 370 U.S. 9. The four alleged discriminatees should have been rehired when they requested to return to work the day after the wage demand. There was no evidence that replacements had been hired to occupy the positions the four had purportedly abandoned. Since respondent failed to demonstrate that it had a legitimate and substantial reason for denying reinstatement to the four employees, it violated the Act by refusing to reinstate them. (See, generally, Vessey & Company (1985) 11 ALRB No. 3.)

It is therefore concluded that respondent violated §1153(a) of the Act by discharging and refusing to re-hire Armando Sanchez, Roberto Zamora, Juan Mejorada and Antonio Sanchez.

RECOMMENDED ORDER

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

1. Cease and desist from

(a) Discharging or refusing to re-hire or otherwise discriminating against any agricultural employee in regard to hire to tenure of employment in violation of section 1152 of the Agricultural Labor Relations Act (Act).

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

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

(a) Offer to Armaudo Sanchez, Roberto Zamora, Antonio Torres, and Juan Mejorado reinstatement to their former or substantially equivalent positions and make them whole for all losses or pay and other economic losses they have suffered as a result of the discrimination against them, such amounts to be computed in accordance with established Board precedents, plus interest thereon computed in accordance with the Decision and Order in Lu-Ette Farms, Inc. (1982) 8 ALRB No. 55.

(b) Preserve and, upon request, make available to this Board and its agents, for examination, photocopying, and otherwise 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 periods 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 purpose set forth hereinafter.

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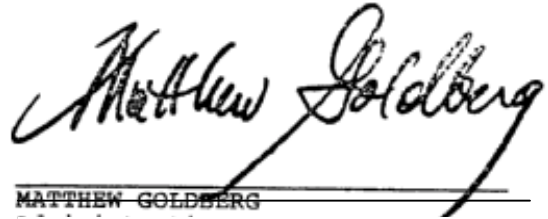
of this Order, to all agricultural employees employed by Respondent from September 1982 and to all its employees employed in the walnut harvest for the 1986 and 1987 season.

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

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

Date: January 18, 1987

A handwritten signature in cursive script that reads "Matthew Goldberg". The signature is written in black ink and is positioned above a horizontal line.

MATTHEW GOLDBERG

MATTHEW GOLDBERG
Administrative Law Judge

NOTICE TO AGRICULTURAL EMPLOYEES

After investigating charges that were filed in the Delano Regional Office, the General Counsel of the Agricultural Labor Relations Board (Board) issued a complaint which alleged that we, Roberts Farms, Inc., had violated the law. After a hearing at which each side had an opportunity to present evidence, the Board has found that we violated the Agricultural Labor Relations Act (Act) by discriminating against Armando Sanchez, Roberto Zamora, Antonio Torres, and Juan Mejorado. 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 farms workers in California these rights:

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3. To vote in a secret ballot election to decide whether you want a union to represent you;
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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.

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WE WILL REIMBURSE Armando Sanchez, Roberto Zamora, Antonio Torres, and Juan Mejorado for all losses of pay and other economic losses they have suffered as a result of our discriminating against them, plus interest and in addition offer them immediate and full reinstatement to their former or substantially equivalent positions.

Dated: ROBERTS FARMS, INC.

By: _____
(Representative) (Title)

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

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

DO NOT REMOVE OR MUTILATE