STATE OF CALIFORNIA

AGRICULTURAL LABOR RELATIONS BOARD

L. E. COOKE COMPANY,	)	
	)	
Employer,	)	Case No. 08-RD-001-VIS
	)	
and	)	35 ALRB No. 1
	)	
FABIAN BETANZOS,	)	(January 21, 2009)
	)	
Petitioner,	)	
	)	
and	)	
	)	
UNITED FARM WORKERS OF AMERICA,	)	
	)	
	)	
Certified Bargaining Representative.	)	

DECISION AND ORDER

On April 2, 2008, Fabian Betanzos (petitioner) filed a petition for decertification seeking an election among the employees of L.E. Cooke Company (Employer). The certified bargaining agent is the United Farm Workers of America (UFW or Union). Employer is a bare tree nursery in the Visalia area. The election was held on April 9, 2008. The final tally of ballots was as follows:

Union……53
No Union……..66
Unresolved Challenged Ballots….3
Total……122

On April 16, 2008, the UFW filed five objections to the election.

Objection one alleges that the petition for decertification was untimely because at the time the petition was filed, there was an executed three-year collective bargaining agreement in place between the Employer and the UFW that served as a statutory bar to the election pursuant to Labor Code section 1156.7(b). Objection two alleges inaccurate information was provided in the decertification petition because the petition stated that there was not an agreement in place that would serve as a bar to the election.

Objection three alleges that the Employer provided a defective eligibility list with numerous errors that prevented the Union from communicating with a large number of voters. Objection four alleges that the Employer intimidated and detained workers on the day of the election by telling them that they had to "punch in" prior to voting, when it had been agreed at the pre-election conference that all workers would be automatically punched in by the Employer for a 7:00 a.m. start time, and that they could proceed directly to the polling area when they arrived. Objection five alleges that the Employer refused to allow ALRB agents into the front gate of the company property the morning of the election, and as a number of workers witnessed this incident, it tended to intimidate or restrain employees in their free choice in the election.

On November 13, 2008, the ALRB's Executive Secretary issued an order dismissing Objections one, two, four and five, and setting Objection three for hearing. On November 24, 2008, the UFW filed with the Board a request for review of the Executive Secretary's dismissal of Objections one, two, four and five.

Objections One and Two: The Alleged Contract Bar

Objection one states that the April 2, 2008 petition for decertification was untimely because there was an executed three-year contract in place between the UFW and the Employer that served as a statutory contract bar to the election pursuant to section 1156.7(b) of the Agricultural Labor Relations Act (ALRA). [1]

The UFW and Employer had a collective bargaining agreement with a fixed term of three years from November 29, 2004 to October 31, 2007. Article XXIV of this agreement stated that upon its expiration, the agreement would be automatically renewed from year to year except that: a) either party could give written notice of termination on or before September 1, 2007 or September 1 of any following year, and the agreement would terminate on the following October 31st; or b) either party could give written notice of a request for modification on or before September 1, 2007 or September 1 of any following year, at which point the parties would have a duty to bargain for the purpose of agreeing upon such modifications. If either party chose the form of notice in option b), the agreement would remain in full force pending the negotiations, subject to the right of either party to terminate the agreement.

[1] The Agricultural Labor Relations Act (ALRA) is found at California Labor Code section 1140 et seq. ALRA section 1156.7(b) states that "a collective bargaining agreement executed by an employer and a labor organization certified as the collective bargaining representative of his employees… shall be a bar to a petition to an election among such employees for the term of the agreement, but in any event such bar shall not exceed three years, provided that both of the following conditions are met: (1) the agreement is in writing and executed by all parties thereto, and (2) it incorporates the substantive terms and conditions of employment of such employees."

On January 8, 2008, Michael Saqui (Saqui), attorney for Employer, sent a letter to Sergio Guzman (Guzman), chief negotiator for the UFW responding to the Union's failure to secure ratification of a new contract and the Union's request for reopened negotiations.[2] Saqui's letter informed Guzman that as a temporary measure pending renegotiation of a new contract the Employer had implemented the wage increases called for in year one of the new draft contract that had been rejected by the employees. The letter states that the Employer did not consider the interim wage proposal a contract, but was a "temporary measure in the interests of labor peace and a stable collective bargaining relationship." The letter further states that all other terms of the 2004-2007 collective bargaining agreement would remain in full force pending further negotiations subject to the right of either party to terminate upon thirty days written notice to the other party pursuant to Article XXIV of the 2004-2007 agreement.

The letter requested that Guzman signify his consent to the implementation of the proposed interim wage package by signing and returning the January 8, 2008 letter. Guzman signed on January 11, 2008.

[2] It appears from the January 8, 2008 letter and from a declaration by Guzman submitted in support of the objections, that sometime after October 31, 2007, when the 2004-2007 contact expired, the Employer and Union negotiated the terms of a new contract which employees failed to ratify. According to Guzman's declaration, neither party had ever terminated any provision of the 2004-2007 contract. On December 26, 2007, Guzman informed Saqui that the employees had voted down the draft contract and had requested an increased wage package in years 2 and 3 of any new contract. The January 8, 2008 letter from Saqui was in response to Guzman's December 26, 2007 communication, and informed Guzman that the Employer had rejected the proposed increased wage package and was taking the position that the December 26, 2007 communication was a request for reopened negotiations on all contract terms.

In a declaration submitted in support of the UFW's election objections, Guzman states that despite the language in the January 8, 2008 letter that the interim wage proposal did not constitute a contract, Guzman understood the document to be a contract with a three-year duration covering all terms and conditions of employment, pending renegotiation of a new package. He also states that he understood that if no renegotiated agreement was reached, the January document signed by both parties would serve as a contract for three years given that it incorporated all other terms and conditions of the 2004-2007 collective bargaining agreement, and that agreement included a three - year term. The UFW argues that the term of the new contract began on January 11, 2008. Objection one therefore alleges that the January 2008 agreement served as a bar to the April 2, 2008 decertification petition.

The Executive Secretary dismissed Objection one (and related Objection two), reasoning that because there was no expiration term apparent on the face of the January 2008 agreement, it could not serve as a bar. (Citing *Cind-R-Lite Co*. (1979) 239 NLRB 1255 (expiration term must be apparent without resort to parol evidence).) The Executive Secretary further reasoned that pursuant to the January 2008 agreement, all other terms and conditions of the 2004-2007 collective bargaining agreement remained in effect, so the parties were still bound by the year-to-year renewal clause in Article XXIV. Therefore, any contract in effect when the petition was filed could not have exceeded one

year.[3] The Executive Secretary also stated that even if the January 2008 document was not a binding agreement, the parties would have been bound by the year-to-year renewal clause in Article XXIV of the 2004-2007 contract, so no matter how the January 2008 document was construed, there was no three-year collective bargaining agreement in effect when the decertification petition was filed.

The UFW argues in its request for review of the Executive Secretary's order that the January letter does contain a duration clause because it incorporated by reference the 35-month duration of the 2004-2007 collective bargaining agreement. The UFW argues that the 2004-2007 agreement and the January 2008 letter together comprise the new three-year contract, and the duration is apparent from the face of the two documents; therefore, there is no need to resort to parol evidence to determine the contract's duration.

Finally, the UFW argues that the NLRB has held that where there are close questions regarding whether an election is barred by an existing contract, the goal of stability in labor relations outweighs the goal of employee free choice (citing *Pacific Coast Association of Pulp and Paper Manufacturers* (1958) 121 NLRB 990 at p. 994), [4]

[3] In *Cadiz v. ALRB* (1972) 92 Cal.App.3d 365, the Court of Appeal held that under ALRB section 1156.7(c), a decertification petition could be filed at any time during the term of a one-year contract.

[4] The passage on which the UFW relies reads: "We believe that our contract bar policy should rest on the fundamental premise that postponement of employees' opportunity to select representatives can be justified only if the statutory objective of encouraging and protecting industrial stability is effectuated thereby."

and therefore the Board should choose the goal of stability in labor relations as the more important goal in deciding whether the January 2008 agreement bars the decertification petition.

We find the UFW's argument unpersuasive for the following reasons:

The contract bar rule and the cases that interpret it represent an effort to find a balance between the two goals of promoting stability in labor relations and protecting employees' freedom of choice to select or reject their collective bargaining representative.[5] The UFW's claim that the NLRB places greater weight on stability in labor relations than on employee free choice is not supported by a complete reading of the case cited by the UFW. The NLRB held in *Pacific Coast Association of Pulp and Paper Manufacturers, supra,* 121 NLRB 990, that contracts having no fixed duration shall not be considered a bar to an election petition for any period. The passage on which the UFW relies goes on to state that to grant the protection of a contract bar where the parties have not committed themselves by entering into a contract with a fixed duration would "be to abridge the statutory right of employees to select representatives without concomitant statutory justification." (*Id.* at p. 994.) The NLRB also states that one of the principle objectives of the contract bar is to "provide employees the opportunity to select representatives at reasonable and *predictable* intervals." (*Id.* at p. 993, emphasis in original.)

[5] The NLRA, unlike the ALRA, contains no statutory contract bar provision, therefore the contract bar principles under the NLRA have evolved through case law.

Later NLRB cases further examined how contract bar principles should operate to give parties the predictability that was key to the NLRB's decision in *Pacific Coast Association of Pulp and Paper Manufacturers.* The NLRB has held that it is the effective date on the face of the contract, not the execution date, that allows employees and outside unions to predict the appropriate time to file a representation petition. Furthermore, the effective date must be sufficient on the face of the document without resort to parol evidence for a contract to constitute a bar. (*Benjamin Franklin Paint and Varnish Company* (1959) 124 NLRB 54 at pp. 55-56.)

Further, the NLRB looks to the fixed duration term on the document's face to determine whether a bar to a representation petition exists. Reliance on evidence outside the contract would "destroy those objects of stability and predictability" which the NLRB's contract bar policies have long sought to achieve. (*Joseph Busalacchi, et al., dba Union Fish Company* (1965) 156 NLRB 187 at p. 192.)

Cind-R-Lite Co. (1979) 239 NLRB 1255, relied on by the Executive Secretary in dismissing Objections one and two, reiterates the contract bar rules developed in *Pacific Coast Association of Pulp and Paper Manufacturers*, *Benjamin Franklin Paint,* and *Union Fish Company*. In *Cind-R-Lite,* the NLRB found that a proposal that had been accepted by the union could not act as an effective bar to a decertification petition because it contained no stated expiration date. The NLRB stressed that it was required that the expiration term must be apparent from the face of the

document without resort to parol evidence before the contract could serve as a bar. (*Id.* at p. 1256.)

The UFW argues that the January 2008 agreement does contain a duration clause because the new contract was comprised of both the 2004-2007 collective bargaining agreement and the January 8, 2008 letter. The UFW claims that the document signed in January 2008 by both parties was a contract for three years because it incorporated all other terms and conditions of the 2004-2007 collective bargaining agreement, and that agreement included a three year term. The UFW argues that the term of the new contract began on January 11, 2008.

The argument that at the time the decertification petition was filed the parties had entered into a contract with a three-year duration clause is unpersuasive. The only reasonable conclusion from viewing the 2004-2007 collective bargaining agreement and the January 2008 letter together is that any agreement between the parties at the time the petition was filed had a duration of one year. According to Guzman, the 2004-2007 agreement was never terminated. Therefore, on November 1, 2007, the year-to-year automatic renewal provision in Article XXIV took effect, providing for a one-year contract with an expiration date of October 31, 2008. Although the record does not specify that subsection (b) of Article XXIV had been invoked, the language in the January 2008 letter is consistent with the operation of that provision.[6] More importantly,

[6] Article XXIV (b) states in full: "On or before September 1, 2007 or September 1st of any year thereafter, either party may give to the other written notice of request for
Footnote continued….

nothing in the January 2008 letter contradicts the continued operation of the year-to-year automatic renewal provision. In fact, page three of the January 2008 letter provides that "all other terms and conditions of the 2004-2007 collective bargaining agreement shall remain in full force and effect pending further negotiations."

The January 2008 letter is most accurately described as an amendment to the 2004-2007 collective bargaining agreement or an interim agreement pending further negotiations on a new contract. However, even if the January letter and the 2004-2007 collective bargaining agreement are viewed together as comprising a new contract, the year-to-year automatic renewal clause from the 2004-2007 contract would be the operative duration clause. In order for a new duration clause to have taken effect, the parties would have had to include language in the January 2008 letter varying the year-to year renewal provision in Article XXIV. Under the well-settled precedent discussed above, any new effective and expiration dates would have to be apparent from the face of the agreement for the agreement to serve as a bar to the decertification petition. Therefore, at the time the petition was filed, any contract between the UFW and Employer could not have exceeded one year in duration. A petition filed any time during the term of a one-year collective bargaining agreement is timely. (*Cadiz v. ALRB, supra*,

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modification, alteration or amendment to this Agreement. When such notice is given, it is the duty of the parties on or after September 1st to bargain for the purpose of agreeing upon such modification, alterations or amendments. If this form of notice is given, this Agreement shall remain in full force and effect pending such negotiations, subject to the right of either party hereto to terminate this Agreement upon thirty (30) days written notice by certified mail to the other party."

92 Cal.App.3d 365.) As the April 2, 2008 decertification petition was timely, we affirm the Executive Secretary's dismissal of Objections one and two.

Objection Four: Workers' Access to the Polls was Delayed Due to Alleged Misconduct by Employer

Objection four alleges that on the morning of the election at 7:00 a.m., as the polls opened, almost all of the workers (80-100 people) were detained by Supervisor Santiago Hernandez (Hernandez), who insisted that workers could not vote until he punched them in individually. The day before the election, ALRB agents notified parties that workers would not be required to punch in individually as they normally did at the start of a work day.[7] Instead, all agricultural employees were to be allowed to go directly to the polls and vote at 7:00 a.m., and they would be automatically punched in for a 7:00 .m. start time.

UFW representative Casmiro Alvarez (Alvarez) stated in his declaration that at about 7:05 a.m., when he observed that workers were not proceeding to the polls, he stopped, asked what was going on, and then told the workers they could go vote. (Declaration 2, ¶ 7.) Hernandez then yelled at Alvarez in the presence of the workers that they couldn't vote until he punched them in. At some point during the confrontation, the

[7] Several declarations submitted in support of the objections stated that the normal check-in procedure for employees at the beginning of each work day was for a supervisor or foreman to scan each individual employee's ID card with some kind of time keeping device. The employees did not "punch in" by themselves at a conventional time clock.

Employer's attorney, Mike Saqui and Company general manager/owner, David Cox[8] appeared and yelled at Alvarez to leave. (Declaration 3, ¶ 6.) Alvarez called the ALRB, and the agent in charge of the election, Ray Valverde came and spoke to Hernandez, and the workers were allowed to proceed to the voting area. Alvarez states that it was about 7:15 a.m. when the workers were allowed into the polling area.

The UFW argues in its objections that the Employer's actions violated the pre-election agreement which was that workers were to be allowed to go directly to the polls and vote at 7:00 a.m. rather than be required to punch in individually. The UFW argues that this conduct tended to intimidate workers and interfere with their free choice in the election. Further, the UFW reasons that because the conduct was witnessed by 80-100 workers, there could be no doubt about the widespread effect on the voters.

The Executive Secretary dismissed Objection four, reasoning that even if the employees were erroneously detained, it did not follow that such a brief detention would reasonably tend to intimidate or restrain employees in their free choice.

The UFW argues in its request for review of the Executive Secretary's dismissal that the misconduct tended to interfere with free choice because it carried over into the polling time. In addition, the UFW argues that the misconduct initiated by the

[8] Dave Cox is referred to in Declarations 1 and 2 as the company's general manager, while Declaration 3 refers to Cox as the "company owner."

company reasonably conveyed the Employer's hostility toward the UFW to the employees as they were gathered together prior to the election.[9]

In filing its objections, the UFW bears the burden of demonstrating "not only that improprieties occurred, but also that they were sufficiently material to have impacted on the outcome of the election." (*Oceanview Produce* (1994) 20 ALRB No. 16 at p. 6, citing *Nightingale Oil Co. v. NLRB* (1st Cir. 1990) 905 F.2d 528.) The burden is not met by proving merely that misconduct occurred, "but rather by specific evidence demonstrating that it interfered with the employees' exercise of free choice to such an extent that the conduct changed the results of the election." (*Oceanview Produce, supra,* at p. 6, citing *Kux Manufacturing Co. v. NLRB* (6th Cir. 1989) 890 F.2d 804.) In addition, allegations of objectionable misconduct cannot be tested by the subjective individual reactions of employees, rather the test is whether the conduct measured by an objective standard was such that it would reasonably tend to interfere with employee free choice. (*Oceanview Produce, supra,* at p. 6, citing *Picoma Industries, Inc.* (1989) 296 NLRB 498; *Triple E Produce Co. v. ALRB* (1983) 35 Cal.3d 42.)

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[9] The UFW's request for review (but not its original election objections) also states that the company owner conditioned participation in the election on his (the owner's) clocking in of each worker, which tended to communicate to each worker that the owner wanted to be aware of the identity of each employee who voted in the election. However, the declarations consistently state that it was Supervisor Santiago Hernandez, not company general manager/owner Dave Cox, who wanted the employees to punch in before voting. Declaration 3, which is a declaration by a worker employed by the company for 15 years, states that toward the end of the confrontation between Hernandez and UFW representative Alvarez, company attorney Mike Saqui and company owner/ general manager Cox arrived and yelled at Alvarez to leave the area. (Declaration 3, ¶ 6.)

The fact that there was a fifteen minute delay in the voters' entry into the polling area does not, without evidence that some individuals were unable to vote, or without facts supporting the conclusion that the delay was coercive enough to have affected free choice, amount to conduct affecting the results of the election. The Board has held that there must be proof of voter disenfranchisement before actions such as the late opening of the polls can provide a basis for setting aside the election. (*H.H. Maulhardt Packing Co*. (1980) 6 ALRB No. 42, IHE Dec. at p. 7; *D'Arrigo Bros. of California* (1977) 3 ALRB No. 37 at p. 12.)

Similarly, in cases where an employer prevented workers from getting to the polls on time, the NLRB set an election aside only where a number of employees were actually disenfranchised. (*Marine Welding and Repair Works, Inc*. (1969) 174 NLRB 661 [Employer intentionally prevented a barge where eight pro-union employees were working from returning in time for the workers to vote. The NLRB found the employer forcibly detained the employees under a pretext, therefore disenfranchising them].)

Here, none of the declarations indicate that any of the workers were actually prevented from voting or decided not to vote following the fifteen minute delay caused by Hernandez. The declarations state that as soon as an ALRB agent appeared and addressed the situation, the workers proceeded into the voting area and cast their ballots. The conduct of Hernandez (and later that of Cox and Sauqui when they arrived

on the scene) standing alone is insufficient to demonstrate coercive circumstances that prevented workers from voting or would tend to cause them to change their votes.

The UFW also argues that the confrontation just prior to the election reasonably conveyed to the gathered workforce that the employer was hostile to the Union and created circumstances under which the employees were under heightened scrutiny by management. As stated above, the Board must evaluate whether the conduct in question was sufficiently serious to create an atmosphere of fear and coercion that would reasonably tend to interfere with employee free choice.

In *Oceanview Produce, supra*, 20 ALRB No. 16, one allegation was that a union affiliate took pictures of voters in the polling area and "stared" at voters from a car parked nearby as the election proceeded. The Board dismissed the employer's objection as there was no evidence that any employees declined to vote after being photographed, nor would photographs reveal how individuals voted. Under the circumstances the Board found that the conduct was not inherently coercive nor would it have restrained workers in their right to cast ballots.

In *Agman, Inc*. (1978) 4 ALRB No. 7, an objection alleged that the general manager improperly came into the polling area to protest the challenge to one voter's ballot. A Board agent had to ask the general manager to leave and their voices were raised during the confrontation. The Board found in this case that the evidence did not establish a level of interference sufficient to set aside the election. Although the general

manager was in the polling area improperly, the Board agent handled the situation promptly and the manager left upon request.

In the instant case, although the declarations state that Saqui and Cox yelled at UFW representative Alvarez to leave the area, it does not follow that this conduct reasonably tended to coerce or intimidate the workers in their exercise of free choice in the election. Alvarez stated in his declaration (Declaration 2) that he observed the workers to be scared following the confrontation, but none of the employees who submitted declarations indicated that anyone thereafter exhibited a reluctance to vote nor, when viewed objectively, would the brief delay and confrontation have tended to coerce employees to vote against the Union. Although Hernandez improperly attempted to require workers to punch in instead of allowing them to proceed directly to the polling area as previously agreed, Board agent Valverde quickly resolved the problem, and it appears that the workers voted without any further interference by management.

In sum, the UFW's conclusory allegations regarding this incident are insufficient to demonstrate coercive or intimidating circumstances that restrained workers in their right to freely cast ballots. We therefore affirm the Executive Secretary's dismissal of Objection four.

Objection Five: Employer Delayed ALRB Agents' Access to the Property and Voting Site

Objection five alleges that at about 6:30 a.m. (just prior to the incident described in Objection four), ALRB agents arrived on the Employer's property to set up the polling area. Agents went to the front gate of an area called the "yard," and requested

that company employee, Carlos Lazo (Lazo) open the gate. Declarations 4 and 7 refer to Lazo's position as "guard." According to Declaration 3, Lazo told the ALRB agents that he had orders not to open the front gate and that they should go around to the other side.[10]

Lazo and the ALRB agents argued for several minutes, and finally Lazo opened the front gate and let the ALRB agents enter the yard. According to Declaration 3, the argument lasted 8 minutes, while Declarations 4 and 7 indicate that Lazo and the agents argued for 5 minutes before the agents were allowed to enter and set up the polling area. All the declarations consistently state that approximately 20 employees witnessed the incident at the front gate.

The UFW argues in its objections that Lazo's defiant conduct would reasonably tend to create a coercive atmosphere because employees would fear that the Employer, not the ALRB agents actually controlled the election process.

The Executive Secretary dismissed Objection five, reasoning that even assuming the allegations in the objection were true, this brief act would not tend to intimidate or restrain employees in their free choice. The UFW's request for review does not contain a separate argument for overturning the dismissal of Objection five, and instead folds its argument into its request to overturn the dismissal of Objection four.

[10] It is not clear from any of the information in the declarations or objections how far away the side gate was from the front gate, but presumably the front gate was closer to the agreed upon polling area.

The declarations submitted in support of Objection five do not establish a level of interference sufficient to set aside the election. (*Agman, Inc*., *supra*, 4 ALRB No. 7.) Although there was a brief delay in the ALRB agents' entry into the yard area, the Board agents handled the situation promptly and after a short period were allowed through the gate. In addition, it does not appear from the declarations that Lazo told the ALRB agents that they were prohibited from entering, instead they were to enter through another gate on the property.

Based on the declarations submitted in support of the objections, we cannot conclude that this conduct reasonably tended to coerce or intimidate the workers in their exercise of free choice in the election. We therefore affirm the Executive Secretary's dismissal of Objection five.

ORDER

In accordance with the discussion above, the Executive Director's dismissals of Objections one, two, four and five are affirmed.

Dated: January 21, 2009

GUADALUPE G. ALMARAZ, Chair

GENEVIEVE A. SHIROMA, Member

CATHRYN RIVERA-HERNANDEZ, Member

CASE SUMMARY

L. E. COOKE COMPANY
(Fabian Betanzos, Petitioner)
United Farm Workers of America

Case No. 08-RD-001-VIS
35 ALRB No. 1

Background

On April 9, 2008, a decertification election was held among the employees of L.E. Cooke Company (Employer). The final tally was 53 votes for the United Farm Workers of America (UFW), 66 votes for No Union, and 3 unresolved challenged ballots. The UFW filed five objections to the election. Objections 1 and 2 alleged that the decertification petition was barred by a three-year collective bargaining agreement pursuant to Labor Code section 1156.7(b). Objection 3 alleged that Employer provided a defective eligibility list which prevented the UFW from communicating with voters. Objection 4 alleged that Employer intimidated and delayed workers' entry into the polling area by telling them that they had to "punch in" prior to voting instead of proceeding directly to the polling area as had been previously agreed. Finally, objection 5 alleged that Employer intimidated employees by delaying ALRB agents' entry into the property on the day of the election.

Executive Secretary's Order

On November 13, 2008, the Executive Secretary (ES) issued an order setting objection 3 for hearing. The ES dismissed objections 1 and 2, reasoning that because there was no expiration term apparent from the face of the agreement, the agreement could not serve as a bar to the election (Citing *Cind-R-Lite Co*. (1979) 239 NLRB 1255.) The ES also dismissed objections 4 and 5, reasoning that even if the allegations in the objections were true, Employer's conduct did not reasonably tend to restrain employees in their free choice. The UFW filed with the Board a request for review of the ES order.

The Board Decision

The Board affirmed the ES's order dismissing objections 1 and 2. The Board rejected the UFW's argument that the parties had entered into a contract with a three-year duration clause that barred the decertification petition, finding that the only reasonable conclusion from the face of the documents presented was that the agreement between the parties in existence when the petition was filed had a duration of one year, thus the petition was timely filed. The Board also affirmed the ES's dismissal of objections 4 and 5, holding that the supporting declarations failed to reflect coercive or intimidating circumstances that restrained workers in their right to freely cast ballots.

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