STATE OF CALIFORNIA

AGRICULTURAL LABOR RELATIONS BOARD

McCOY'S POULTRY SERVICES, INC., Respondent, and BUTCHERS' UNION, LOCAL 115, AFL-CIO, Charging Party.	)	Case No. 77-CE-5-S 4 ALRB No. 15

DECISION AND ORDER

Pursuant to the provisions of Labor Code Section 1146, the Agricultural Labor Relations Board has delegated its authority in this matter to a three-member panel.

On October 7, 1977, Administrative Law Officer (ALO) James R. Webster issued the attached Decision in this proceeding. Thereafter, exceptions and a supporting brief were filed by Respondent and by the Charging Party. The General Counsel filed an answering brief to Respondent's exceptions.

The Board has considered the record and the attached Decision in light of the exceptions and briefs and has decided to affirm the rulings, findings, and conclusions[1/] of the ALO and to adopt his recommended remedy and order.

[1/] We do not affirm the ALO's conclusion as to the supervisory status of crew leader Linda Cantenacci. It is unnecessary for us to resolve that issue as we agree with the ALO that other persons present when the alleged violations occurred were not supervisors within the meaning of the Act.

ORDER

Pursuant to Labor Code Section 1160.3, the Agricultural Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Officer and hereby orders that Respondent, McCoy's Poultry Services, Inc., its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order.

Dated: March 30, 1978

GERALD A. BROWN, Chairman

ROBERT B. HUTCHINSON, Member

RONALD L. RUIZ, Member

CASE SUMMARY

4 ALRB No. 15
Case No. 77-CE-5-S

McCoy's Poultry Services, Inc.
(Butchers' Union)

ALO DECISION

McCoy's Poultry Services, *a.* company engaged in servicing chicken ranches and catching and loading chickens for transport from ranches to processors, was charged by the Butchers' Union (Local 115, AFL-CIO) with (1) discharging an employee because of his union activities; (2) threatening employees with loss of future employment because of union activities; (3) designating certain employees as supervisors shortly before a representation election, thereby interfering with their right to vote in that election; and (4) issuing written work rules shortly after the election in reprisal for the show of union support. Following a hearing, the ALO issued a decision wherein he found that the Respondent had engaged in unfair labor practices as charged.

The principal issue in the case was whether an employee, John Ingersoll, had been discharged for his union activity or because he violated a company rule proscribing possession of an alcoholic beverage in a company vehicle. In concluding that there had been a discriminatory discharge, the ALO relied upon the following: (1) Respondent had indicated a strong anti-union position; (2) Respondent told a supervisor (Chaney) that he knew of Ingersoll's participation in the union and that, had he thought that Chaney was starting the union with Ingersoll, he would have fired him (Chaney); (3) drinking in the vans was a common practice known to supervisors and the rule against it was not strictly enforced; (4) the discharge coincided with notification to Respondent that a petition for an election had been filed. The business justification for the discharge was found to be pretextual.

In order to resolve two of the remaining issues, the ALO had to determine whether the affected workers were employees or supervisors. Relying in part on an earlier Board determination with regard to challenged ballots, the ALO found the affected workers to be nonsupervisory and therefore potential victims of unfair labor practices.

A threat of loss of future employment was held to have occurred when Respondent, shortly before the election, told certain employees that he was not going to go union and that if there were to be a strike, he would have the right to hire replacements in order to continue the work. This statement was considered to have encompassed an unfair labor practice strike, in which event striking employees would retain a right of reinstatement. Respondent's statements, omissions and generalizations in this regard were deemed an interference with employees' rights.

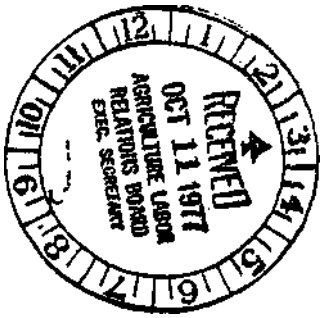
Another violation of the Act was held to have occurred when Respondent, shortly before the election, told certain employees that they were supervisors and they therefore could not vote in the election and could not go on strike. Since the affected workers were not found to be supervisors and the statements were not found to be an enunciation of a legal position, the ALO considered the employees to have suffered an interference with their rights.

A final violation arose from Respondent's issuance of written work rules two days after the election. Although the work rules as written did not differ from pre-existing unwritten rules, the implication was that henceforth, because of union activities, company rules would be strictly enforced. The implication was considered to have been made evident by the timing of the written rules and by testimony indicating that Respondent was requiring employees to acknowledge the existence of the rules and penalties as a condition of continued employment.

BOARD DECISION

The Board affirmed the rulings, findings and conclusions of the ALO with one exception: the supervisory status of crew leader Linda Cantenacci. However, the Board further indicated that resolution of her status was unnecessary since other workers present when the alleged violations occurred were not supervisors and were therefore susceptible to unfair labor practices.

The ALO's recommended remedy and order, which included reinstatement with back pay, were adopted by the Board.



STATE OF CALIFORNIA

AGRICULTURAL LABOR RELATIONS BOARD

McCOY'S POULTRY SERVICES, INC.,

Respondent,

and Case No. 77-CE-5-S

BUTCHERS' UNION, LOCAL 115,
AFL-CIO,

Charging Party.

Betty O. Buccat, for the General Counsel,
Patrick W. Jordan and Steven R. Feldstein
For the Repondent,
Stephen G. Schrey for the Charging Party.

DECISION

Statement of the Case

JAMES R. WEBSTER, Administrative Law Officer: This case was heard before me in Petaluma, California, on August 29 and 30, 1977. The Complaint alleges a discharge and acts of interference in violation of Sections 1153(a) and (c) of the Agricultural Labor Relations Act, herein called the Act, by McCoy's Poultry Services, Inc., herein called Respondent or Employer. The Complaint is based on a charge filed May 25, 1977 by the Butchers' Union, Local 115, AFL-CIO, herein called the Union or Charging Party. A copy of the charge was duly served on Pespondent. The Complaint was amended at the hearing to delete paragraph 5(d), exclude the name of Jack Chaney from paragraph 5(b), and to change the date in paragraph 5(a) from April 2, 1977 to April 28, 1977. By Answer timely filed, Respondent denies that it has violated the Act.

Briefs have been filed by the Counsel for the General Counsel, by Respondent and by the Charging Party. Upon the entire record and my observation of the demeanor of the witnesses and after careful consideration of the

briefs filed, I make the following:

FINDINGS OF FACT

I. Issues

1. Whether respondent discharged John Ingersoll on April 28, 1977, because of his union activities or because he bought beer during working hours and had several failures to report to work?

2. Whether a few days before the representation election, Respondent threatened employees with loss of future employment because of union activities?

3. Whether about one week before the representation election held on May 6, 1977, respondent told certain employees that they were supervisors so as to interfere with their right to vote in said election?

4. Whether the circumstances of Respondent's issuance of written working rules shortly after the representation election constituted a violation of the Act?

II. The Business of Respondent

Respondent has its place of business in Petaluma, California, and is engaged in the business of servicing chicken ranches by vaccinating and de-beaking of chickens and catching and loading chickens for transport from ranches to processors. Respondent has an average of 4.0 employees at a time, divided into four crews: a Cameron Mercer crew, a Petaluma Processing Plant roaster crew, a Petaluma Processing Plant fryer crew, and a vaccinating crew. Most of the chicken catching is done at night, with the Petaluna Processing Plant crews working in the Petaluna area and the Cameron Mercer crew working in the Sacramento-Watsonville area, 100 to 150 miles from respondent's offices. The crews ride to work in vans and vehicles of Respondent. Some employees are picked up at their homes and others drive to Respondent's premises.

The Respondent is an agricultural employer within the meaning of Section 1140.4(c) of the Act.

The Union is a labor organization within the meaning of Section 1140.4(f) of the Act.

III. Sequence of Events

In March, 1977 employee John Ingersoll went to the offices of the Union to inquire about organizing Pespondent[1]s employees. He was given authorization cards, and he thereafter solicited signatures from fellow employees.

On April 8, 1977 the Union filed a petition for representation with the National Labor Relations Board. Respondent received notification of this a few days later. This petition, however, was withdrawn shortly thereafter, and on or about April 28, 1977 a petition for representation was filed with the California Agricultural Labor Relations Board; representation election pursuant thereto was held on May 6, 1977.

On April 16, 1977 a union meeting of employees was held. Robert McCoy, President of Respondent, learned through one of the employees the names of employees attending the meeting, including that of crew leader Jack Chaney and employee John Ingersoll. McCoy was told that Chaney spoke at the meeting.

On April 20, 1977 John Ingersoll purchased two cans or bottles of beer when the Cameron Mercer crew van stopped at a store on the way to a chicken ranch for its evening of work in the Sacramento-watsonville area. A driver for one of the Cameron Mercer trucks was also there, and Ingersoll, suspecting that word of his purchase might get back to McCoy and that McCoy might visit the worksite that evening, did not drink the beer that evening. There is a company rule against drinking alcoholic beverages at work or in the vans. The Cameron Mercer driver did in fact report the purchase to McCoy. Ingersoll missed work on April 25, 26 and 27, and testified that he called in each day

talking with Mrs. McCoy the first time, her son the second time, and the answering service the third time. Mrs. McCoy keeps a record book for such calls and testified that she has no knowledge or record of any of these calls.

On April 28, 1977 Respondent received from the Board a blank form which was for the Employer's response to petition for certification filed by the Union. This form was received prior to Respondent's receipt of the petition.

On the same day, April 28, when Ingersoll reported- for his evening of work, he was taken aside by McCoy and told that he did not want beer in the vans, and that since Ingersoll had purchased some a few days before, he did not want him coming to work anymore; that he did not have anything personally against him and that he was a good worker, but he just could not put up with it anymore, so there was no more job for Ingersoll.

Also on the same day or the following day, McCoy told his crew leaders and split crew leaders individually or in groups that they were supervisors. He told this to Mark Wins ten, Herschel Stephens, Linda Cantenacci, Daniel Johnson, Glen McCurdy, Tim Farley, and Jack Chaney.

Although there is no evidence as to each of his conversations with these persons, there is evidence of his statements to Jack Chaney, Daniel Johnson and Glen McCurdy.1/ He told them that if they had wanted a Union, he would have gotten them union wages; that they were all supervisors and could not vote in the election and could not go on strike; that they had to keep working, and he would hire crews from the valley; that the people who were for the Union would be looking for another job some place because he was not going to go Union; that they could not picket in front of his house or at the

1/ There is some inference that employee Doyal Ray was also present, but the evidence is not definite and in the absence of consensus of testimony on this point, I do. not .find that he was present.

plants because it was private property; that if they did not like it, then they could quit, but that he would not fire them.

On about May 1, 1977 McCoy told Chaney that if he knew that Ingersoll and Chaney were starting the Union, he would have fired him (Chaney), but he did not believe that Chaney had anything to do with it and would not fire him.

A few days before the election of May 6, McCoy assembled his employees together and read them a prepared statement regarding Respondent's position on union representation. He urged them to vote against the Union and told them among other things that if the Union wins the election, Respondent would bargain in good faith as required by the law, but that he did not have to agree to Union demands; that if there is a strike, he would have the right to hire replacements in order to continue the work.

On May 6, the election was conducted with 33 ballots being cast: 13 for the Union, 11 for no union, and 9 challenged. The Board Agent challenged one because his name was not on the eligibility list. The Employer challenged eight on the grounds that they were supervisors. This included the ballots of Mark Winston, Herschel Stephens, Linda Cantenacci, Daniel Johnson, Glen McCurdy, Tim Farley, who are named in paragraph 5"(b) of the-Complaint, and the ballot of Jack Chaney, who is not named in the amended Complaint. Although Respondent withdrew five of its eight challenged, the Board issued a Decision dated July 28, 1977 overruling the challenges to the six persons above named as not being supervisors; and the Board did not determine the challenges to the ballots of Jack Chaney and John Trwilligar.2/

On May 8, Respondent distributed to several employees a document seting forth "Standards for Employee Conduct" and the pay scale for employees. Those who received a copy were asked to sign a receipt that they had received

2/ 3 ALPB No. 61

and read the document. Jack Chaney and employee Doyal Fay refused to sign the receipt. McCoy told Ray that he could not work unless he signed the papers. Chaney asked if he could take his copy home. McCoy told him that he could not take it home, and he told Hay he could have up to five days to sign it. Shortly thereafter and because of the furor, McCoy discontinued the distribution of the rules to the old employees and took no action where the receipts were not signed. Later he just distributed the rules to new employees.

IV. The Discharge of John Ingersoll

Ingersoll was employed by Respondent in March, 1976, and worked on the Cameron Mercer crew as a chicken catcher. His last day of work was April 24, 1977. Ingersoll missed work on April 25, 26 and 27, and was told of his discharge when he reported on April 28. He was told by McCoy that he was discharged for having beer in the company van in violation of a company rule to this effect.

Respondent has a rule against the possession and use of alcoholic beverages on Company property and during working hours. But this rule has not been enforced, except in two incidents of reports of intoxication on the job and this occurred in 1969 and in 1970. He was called and told that employees in the Cameron Mercer crew were drinking on the job; he called the State highway patrol and had the vans stopped; the persons involved were discharged. But, employees frequently purchased beer and drank beer on the way to worksites and on the way home, particularly on the long rides to ranches in the Sacramento-Watsonville area. It was a carmon practice. Supervisor Fans Kissmann testified that he tried to control the drinking part just by warning employees; that they were good employees and he did not want to see them get fired just because they wanted to quench their thirst. Neither he nor Crew Leader Chaney reported to McCoy about the drinking by employees or identified employees involved

even when McCoy has asked them about it upon finding beer caps and bottles in the vans. McCoy makes trips to worksites and occasionally to the "acramento-Watsonville area to check on the work and the work performance of employees, including drinking, but. he has found nothing requiring action under the no-drinking rule.

At the hearing and in brief Respondent contends that Ingersoll's absences from work were contributing factors in his discharge, but this was not mentioned to him at the time of his discharge and is merely a complaint against Ingersoll that respondent has included.

In consideration of Respondent's strong position against the Union as stated to Crew Leader Chaney and employees Johnson and McCurdy on April 28; McCoy's statement to Chaney on May 1 that he knew of Ingersoll's participation in the Union and indicated that he would have fired Chaney too if he believed Chaney had anything to do with it; the fact that the no-drinking rule has not been inforced against drinking in the vans and was a common practice known to supervisors; and the timing of the discharge on the day Respondent was notified of the ALRB petition, I find that the reasons advanced for Ingersoll's discharge are pretextual and that he was discharged because of his union activities.3/

3/ In making this finding I do not rely on the testimony of employee John Hughes who testified that in early March, 1977 he came to Respondent's premises one Friday afternoon to pick up his paycheck. He arrived a little early and while outside McCoy's house, he testified he heard McCoy inside the house say that Ingersoll was trying to form a union and that if he kept it up, he would not be around there much longer. Hughes quit in mid-March because he did not get a pay raise he was expecting. From ray observation of the demeanor and physical condition of this witness on the witness stand, the circumstances under which the statement was overheard, and in the absence of any corroborative evidence of company knowledge of union activity prior to April 8, I do net credit this testimony.

V. Statements to Alleged Supervisors

Although McCoy in his statements to Chaney, Johnson and McCurdy told them he would not fire them, his statement made it very clear that loss of employment would be an inevitable result for employees from unionization. He was not going to go union; a strike would almost certainly follow; the Union people would be looking for other employment because he would hire replacements from the valley.

An employer cannot fire employees for-engaging in a strike, but he can hire permanent replacements to keep the business going in the event of an "economic" strike, one involving contract terms and economic issues; and he can tell employees of his rights. But, in the event of an "unfair labor practice" strike, one called for discriminatory discharges or a refusal to bargain in good faith, the striking employees do not lose their right to reinstatement even if replacements are hired.

In the instant case, in view of McCoy's statement that he was not going to go union, any resulting strike could possibly become an "unfair labor practice" strike, in which event employees would retain right of reinstatement, McCoy's statements, omissions and generalizations indicate the contrary. I find that McCoy's statement constitutes a threat of loss of future employment in the event of unionization and thus a violation of the Act, if made to employees.

Also, I find that an employer violates the Act if he tells an employee shortly before a representation election that he is a supervisor; such a statement carries with it the fact that such person cannot participate in union activities. 'In the instant case, McCoy told Chaney, Johnson and McCurdy that they could not vote in the election and could not go on strike. If made to

an employee, such a statement constitutes an "interference" with the employee's union activities, and an employer makes such a statement at his peril, even where he may have some basis for such a statement. On the other hand, however, an employer may state to employees his legal position, but in so doing, he must make it clear that it is a legal position, and not a fact or binding on the employee, who may make his own judgment in the matter. I find that McCoy's statement was not of this nature, but was a statement that could reasonably be calculated to "interfere" with union activities and freedom of choice in such matters, and thus violated section 1153(a) of the Act, irrespective of Respondent's intent, and irrespective of the fact that employees nevertheless voted.

Thus, it becomes important to determine whether or not the persons to whom the statements were addressed were in fact employees or supervisors. The Board has held that Mark Winston, Herschel Stephens, Linda Cantenacci, Daniel Johnson, Glen McCurdy and Tim Parley were employees and not supervisors; the status of Jack Chaney was not resolved due to the existence of controverted facts. This issue came before the Board as challenged ballots for the Board to resolve their rights to vote and haw their ballots opened and counted. In the instant proceedings, whether or not Respondent has engaged in an unfair labor practice in statements made to them depends on a determination of their status. McCoy's statements constitute a violation of the Act if made to employees, but do not violate the Act if made to supervisors.

The Board has held that a determination in a representation case is not res judicata in an unfair labor practice case, in part because of the different standards for admission of evidence.4/ This does not mean that the representation decision is not without some weight, just that it is not determinative of the issue. In the representation case the Employer withdrew five of his eight challenges, and although the Regional Office did not accept the

4/ Teamsters' Union Local 865, 3 ALRB No. 60

withdrawals and continued his investigation, the Employer refused to cooperate in furnishing evidence as to several of the challenges.

As previously mentioned, the Respondent operates four crews. The Cameron Mercer crew works on ranches from Sacramento to Watsonville; Jack Chaney was the crew leader. The fryer crew and the roaster crew work in the Fetaluma area, with crew leaders Mark Winston and Herschel Stephens. The fourth crew is the vaccinating crew and Linda Cantenacci is its leader. Daneil Johnson and Glen McCurdy did on occasions act as a leader of part of the Cameron Mercer crew when it split into two crews. Tim Farley was on the fryer crew and occasionally acted as a split crew leader.

The Cameron Mercer crew works 100 to 150 miles from Respondent's offices and is visited only occasionally by McCoy and Supervisor Kissmann. Crew leader Jack Chaney received 37.00 per day, whereas the members of the crew received §22.00 for catching and $24.0 for stuffing per night, plus $3.00 for driving the van each way, plus $2.00 when leading a split crew. The amount paid split crew leaders was increased on May 21, 1977 to $5.00 per night. Operating this crew some distance from Respondent's offices and with infrequent supervision by McCoy and Kissman placed greater responsibility on Chaney; and he testified that he has in fact discharged employees for being too slow, for not having the strength to carry chickens and for having hands too small for the work and when told to cut the size of the crew. I find that Jack Chaney was a supervisor within the meaning of the Act, and statements made to him by McCoy did not violate the Act.

The other crews worked in the Petaluma area and were under the frequent supervision of McCoy and Kissman. Glen McCurdy and Daniel Johnson, who were on the Cameron Mercer crew and sometimes were split crew leaders, and

Mark Winston and Tim Farley received base pay of $22.00 per day, plus $2.00 when stuffing, $6.00 when driving both ways, plus $2.00 when assigned as a split crew leader. Herschel Stephens received a flat rate $25.00 per night when he worked in the Petaluma area, and the same rate as other employees when he worked in the Cameron Mercer crew. McCoy explained a reason for the difference in pay of Chaney and the Petaluma crew leaders as being that Chaney had responsibilities away from Respondent's base and McCoy could check on the Petaluma crews more easily.

Linda Catenacci of the vaccinating crew has worked for Respondent for approximately seven years. She drove the van for her crew and received an hourly rate of $3.10 and her crew members received $2.50. $3.10 for eight hours of work would be $24.80, which would be no more than other employees received when driving a van. Catenacci did not testify but McCoy testified that she has discussed employees with him, saying, "Bob, this person is too slow", or "They're mishandling the birds and I can't control them", or "I'm telling you I don't want them to work on the crew anymore", or 'Well, these two guys aren't working out, I'm going to go get two different ones." This indicates that she did not exercise independent judgment in these matters.

I find that crew leaders of the roaster crew, the fryer crew and the vaccinating crew, and all split crew leaders to be employees and not supervisors within the meaning of the Act. By this finding John Twilliger is an employee and not a supervisor; he is shown to be an employer on the roaster crew.

VI. Respondent's Written Work Rules

Two days after the representation election—13 votes having been cast for the Union, 11 for no union and 9 votes challenged, Respondent distributed to a number of employees a list of work rules setting forth the disciplinary action for their violations. Respondent contends that this is a codification

of existing rules, and there is no evidence to the contrary. Whether rules prior to this date had been formalized and whether employees were aware of all the rules and the penalties is not shown. McCoy gave as reason for the is stance of written rules that "It seems like everything gets garbled now and if stuff isn't written down....people say they don't hear it, they don't understand it, they don't do anything.....As the business grows, I think people have to know what things are and just exactly to protect ray interest."

The timing of the distribution of written work rules setting forth penalties for violations two days after the representation election, and about one week after a discriminatory discharge of an employee for a rule violation for possession of beer in a company van, and about one week after telling certain employees that he was not going to go Union, and with the statement of at least one employee that his acknowledgment of the existence of the rules and penalties was a condition of his continued employment (although such statement was not carried through), carries the Implied but definite threat that because of the union activities of employees, company rules henceforth would be strictly enforced. This threat of a change in the application of company rules because of unionization constitutes a violation of section 1153(a) of the Act.5/

The Remedy

Having found that Respondent has engaged in certain unfair labor practices, I shall recommend that it cease and desist therefrom and take certain affirmative actions designed to effectuate the policies of the Act.

Having found that Respondent violated sections 1153(c) and (a) of the Act by its discriminatory discharge of John Ingersoll, it will be recommended

5/ Mock Weiss Meat Packing Co. 160 NLRB No. 43
Sanitary Bar & Burlap Co., l62 NLRB No. 151

that Respondent offer reinstatement to Ingersoll to his former or substantially equivalent position, without prejudice to his seniority or other rights or privileges, and to make him whole for any loss of pay he may have suffered, if any, by reason of the discrimination against him, by payment to him of a sum of money equal to the difference, if any, between the wages he would have earned, absent the discrimination, and the amount he actually earned, with interest thereon at the rate of 7% per annum, as prescribed by the Board in Valley Farms & Rose J. Farms. 2 ALRB No. 41

I shall also recommend that a notice to employees be posted and read to employees with Board Agent afforded opportunity to answer questions, in conformity with Board's usual order, but I shall not recommend that copies of said notice be mailed to employees, since Respondent's operations are not shown to be seasonal.

Upon the basis of the foregoing findings of fact and conclusions of law and the entire record in this case, and pursuant to section 1160.3 of the Act and section 20279 of the Board's Regulations, I hereby issue the following recommended:6/

ORDER

Respondent, McCoy's Poultry Services, Inc., its officers, agents, successors and assigns, shall:

1. Cease and desist from:

(a) Threatening employees with loss of future employment because of their union activities.

6/ In the event no timely or proper exceptions are filed as provided by section 1160.3 of the Act and section 20282 of the Board's Regulations, the findings, conclusions and recommended order shall become findings, conclusions and order of the Board, and all objections and exceptions thereto shall be deemed waived for all purposes.

(b) Telling employees that they are supervisors so as to interfere with their rights to engage in union activities.

(c) Threatening employees with a change in the application of company working rules because of their union activities.

(d) Discouraging membership of any of its employees in the Butchers[1] Union, Local 115, AFL-CIO, or any other labor organization, by discriminating' against any employeein regard to hire or tenure of employment or any term or condition of employment, except as authorized in Section 1153(c) of the Act.

(e) In any other manner interfering with, restraining and coercing employees in the exercise of their right of self-organization, to form, join or assist labor organizations, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of continued employment as authorized in Section 1153(c) of the Act.

2. Take the following affirmative action which is deemed necessary to effectuate the policies of the Act:

(a) Offer to John Ingersoll immediate and full reinstatement to his former or substantially equivalent position, without prejudice to his seniority or other rights and privileges, and make him whole for any loss of pay that he may have suffered by reason of Respondent's discrimination against him, in the manner set forth in the section of this decision entitled "The Remedy".

(b) Preserve and, upon request, make available to the Board or its agents, for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of back pay due and the right of reinstatement under the terms of this Order.

(c) Post in conspicuous places, including all places where notices to employees are customarily posted, copies of the attached NOTICE TO WOPKERS. Copies of said NOTICE shall be posted by Respondent immediately upon receipt and shall be signed by Respondent's representative. Reasonable steps shall be taken to insure that said notices are not altered, defaced or covered by any other material. Said notice shall be posted for a period of sixty days and shall be in English and Spanish.

(d)Have the attached 1TOTICE read in English and Spanish to all employees by a company representative or by a Board Agent, and to accord said Board Agent the opportunity to answer questions which employees may have regarding the Notice and their rights under Section 1152 of the Act.

(e) Notify the Regional Director of the Sacramento regional office, within 20 days from receipt of a copy of this Decision of steps Respondent has taken to comply therewith, and continue to report periodically thereafter until full compliance is achieved.

Dated: October 7, 1977.

James R. Webster,
Administrative Law Officer

This is an official Notice of the Agricultural Labor Relations Board, an agency of the State of California. DO NOT RECEIVE OR MUTILATE.

NOTICE TO WORKERS

After a trial in which each aide had a chance to present their aide of the story, the Agricultural labor Relations Board has found that we interfered with the rights of our workers. The Board has told us to post this NOTICE.

WW will do what the Board has ordered, and also tell you that the Agricultural Labor Relations Act is a law that gives all farm workers these rights:

1. To organize themselves.

2. To form, join, or help unions.

3. To bargain as a group and to choose whom they want to speak for them.

4. To act together with other workers to try to get a contract or to help and protect one another, and

5. To decide not to do any of these things.

Because this is true, we promise that:

We will not do anything in the future that forces you to do, or stops you from doing, any of the things listed above.

Especially:

WE WILL HOT FIEE any employee because of his union activities.

WE WILL Offer John Ingersoll his old Job back, and we will pay him any money he lost because of his discharge.

WE WILL NOT threaten employees with loss of employment because of union activities.

WE WILL NOT tell employees that they are supervisors so as to interfere with their rights to engage in union activities.

WS WILL NOT make changes in the way we apply or enforce our working rules because of union activities of employees.

Dated:_____ MCCOY POULTRY SERVICES, INC.

by_____