Exeter, California

STATE OF CALIFORNIA

AGRICULTURAL LABOR RELATIONS BOARD

ROBERT H. HICKAM, Respondent, and UNITED FARM WORKERS OF AMERICA, AFL-CIO, Charging Party.	)	Case No. 78-CE-8-D 4 ALRB No. 73

ERRATUM

In the above-captioned case at page 2 , footnote 3 , line 1, the case cited as 75-RC-10-F should be 75-RC-104-F.

Dated: June 1, 1979

GERALD A. BROWN, Chairman

ROBERT B. HUTCHINSON, Member

HERBERT A. PERRY, Member

Exeter, CA.

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DECISION AND ORDER

Pursuant to the provisions of Labor Code Section 1146, [1/] the Agricultural Labor Relations Board has delegated its authority in this matter to a three-member panel.

On June 23, 1978, the Board received a Stipulation and Statement of Facts, entered into by all parties to this matter, including General Counsel, Respondent (Robert H. Hickam) , and Charging Party (United Farm Workers of America, AFL-CIO, hereinafter UFW) , wherein the parties agreed to a transfer of this matter to the Board for findings of fact, conclusions of law, and order pursuant to 8 Cal. Admin. Code 20260. In their Stipulation, the parties also agreed, inter alia; that the decision of the Board on this matter may be based on the stipulation, which incorporates by reference the charge, complaint, answer to complaint and attached documents; that all parties waive their right to present testimony and the right to a hearing; and that the complaint be amended in several respects , Additional

[1/] All references herein are to the Labor Code.

facts are stipulated to in a document entitled Supplemental Stipulation executed by all the parties.

On June 15, 1978, the Executive Secretary issued an order granting the parties an extension of time to file briefs, and thereafter all parties submitted briefs.

Pursuant to 8 Cal. Admin, Code Sec. 20260, this matter is hereby transferred to the Board. Upon the basis of the entire record [2/] in this case, the Board makes the following:

FINDING OF FACT

1. Respondent, Robert H. Hickam, at all times material herein has been engaged in agriculture in Tulare County and has been an agricultural employer within the meaning of Section 1140.4(c).

2. The Charging Party, the UFW, is, and at all times material herein has been, a labor organization within the meaning of Section 1140.4(f).

3. On October 14, 1975, a petition for certification pursuant to Section 1156.3 (a) was filed by the UFW. [3/] On

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[2/] We deem the record in this matter to consist of the charge, complaint, answer, UFW's notice of intervention, the Executive Secretary's orders relating to the hearing and the filing of briefs in this matter, the initial and supplemental stipulations executed by the parties, with the documents attached thereto, and the briefs of the parties. See 8 Cal. Admin. Code Sec. 20280(b) (1978).

[3/] We take official notice of the record in Case No. 75-RC-10-F which we deem to consist of the petition pursuant to Section 1156.3 (a), the notice and direction of election, the tally of ballots, the .objections petition and response thereto along with supporting documents, the Executive Secretary's Order dismissing the objections, the request for review, the Board's Order dismissing said request, and the Board's Order certifying the UFW as the exclusive collective bargaining representative of all Respondent's agricultural employees.

October 21, 1975, the Board conducted an election among Respondent's agricultural employees pursuant to this petition. Respondent thereafter filed timely objections to the election pursuant to Section 1156.3(c). On March 22, 1977, the Executive Secretary of the Agricultural Labor Relations Board issued an order dismissing the Respondent's objections petition. On March 31, 1977, the Respondent submitted a request for review of the order dismissing Respondent's petition; the Board considered and denied this request pursuant to Section 20393 by order dated June 27, 1977. On July 12, 1977, the Board certified the UFW as exclusive representative of all of Respondent's agricultural employees in the State of California for the purpose of collective bargaining as defined in Section 1155.2(a), concerning employees' wages, working hours and other terms and conditions of employment.

4. On July 20, 1977, Dolores Huerta, on behalf of the UFW, wrote to Robert H. Hickam and in her letter asked Respondent to inform the UFW when it would be available for an initial bargaining meeting. Respondent received this bargaining request by July 23, 1977, but did not thereafter respond to it.

5. On September 12, 1977, Dolores Huerta, on behalf of the UFW, again wrote to Robert H. Hickam, noting in her letter that Respondent had not responded to her July 20, 1977 bargaining request, and asked Respondent to advise the UFW when it would be available for an initial bargaining meeting. Said letter was received by Respondent by September 15, 1977.

6. On September 18, 1977, Cesar Chavez, on behalf

of the UFW, wrote to Robert H. Hickam and in his letter asked Respondent to advise the UFW when it would be available for an initial bargaining meeting, and asked Respondent to provide within ten days specific information which the UFW could use to formulate an economic proposal. The information requested included: a list of the bargaining unit members with their job classifications, current wages, hiring dates, and spousal information; a summary of fringe benefits then provided by Respondent to its employees within the bargaining unit; a summary of the wages, fringe benefits and other compensation then provided by Respondent to its non-bargaining-unit employees and to its employees not covered by the certification; specific production data; a list of pesticides used by Respondent; and the types and specifications of equipment used by Respondent in the production of its crops. There is no evidence that Respondent provided any of the information requested, although Respondent received the UFW's September 18th letter by September 21, 1977.

7. On September 20, 1977, the UFW was advised by telephone by the secretary to Thomas E. Campagne, a member of the law firm representing Respondent, that Campagne would be calling the UFW, regarding the UFW's request to begin contract negotiations, as soon as Campagne completed the trial of another case. Campagne did not thereafter call the UFW regarding the latter's request to commence bargaining with Respondent.

8. On September 26, 1977, Thomas E. Campagne, on behalf of Respondent, wrote to the UFW in response to the UFW's

letter of September 12, 1977, and stated that Michael J. Hogan an attorney in the law firm representing Respondent, had the primary responsibility for handling Respondent's affairs, that Hogan was on an extended vacation in Europe and would be returning in "a couple of weeks," and that Campagne was "sure" that Hogan would contact the UFW upon his return. The record does not indicate when Hogan began his vacation. The UFW received this letter by September 29, 1977.

9. On September 27, 1977, Dolores Huerta, on behalf of the UFW, wrote to Thomas E. Campagne, a member of the law firm representing Respondent, and in her letter stated that "[i]t is regrettable that we have to wait for negotiations sessions to begin because Mr. Hogan is on an extended vacation in Europe." Huerta also stated in said letter that: the UFW was advised on September 20, 1977 by telephone by Campagne's secretary that Campagne would arrange a meeting as soon as Campagne finished a trial; there must be someone who could negotiate with the UFW on Respondent's behalf while Hogan was away; and the UFW was again requesting a negotiation session at the earliest possible date. Respondent received this letter by September 30, 1977, The record shows that two other lawyers in Campagne's and Hogan's law firm represented Respondent in the related representation case (Case No. 75-RC-104-F): Jordan L. Bloom and Mark S. Ross, who signed Respondent's Petition Objecting to the Conduct of the Election.

10. On September 30, 1977, Thomas E. Campagne, on behalf of Respondent, sent a telegram to the UFW and stated

therein that Hogan was returning from vacation on October 4, 1977, and that, as promised by Campagne in his September *26,* 1977 letter, Hogan would "undoubtedly" communicate with the UFW concerning the UFW's request to arrange a mutually-agreeable date to commence negotiations. This telegram was received by the UFW by October 1, 1977.

11. On November 12, *1911,* Dolores Huerta, on behalf of the UFW, wrote to Michael J. Hogan, and in her letter stated that the UFW had been waiting for many months to set up an initial bargaining session, that the UFW had sent Respondent requests to bargain on July 20, 1977, September 12, 1977, and September 27, 1977, that the UFW was advised by Thomas E. Campagne that Hogan would be contacting the UFW but that the UFW had not yet received any communication from Hogan, and that the UFW was asking Hogan to advise it when Hogan would be available to meet and bargain. This letter was received by Respondent by November 15, 1977, but Respondent did not respond to it.

12. On January 11, 1978, Dolores Huerta, on behalf of the UFW, wrote to Michael J. Hogan, and in her letter stated that the UFW was still waiting for a response to its request to commence negotiations, and again requested that Hogan advise the UFW when he would be available to meet and bargain. This letter was received by Respondent by January 14, 1978; but Respondent did not respond to it.

13. On January 31, 1978, the UFW filed with the Board and duly served on Respondent a charge against Respondent, alleging that Respondent had refused to bargain with the UFW, the certified collective bargaining representative of Respondent's

agricultural employees,

14. On April 14, 1978, Michael J, Hogan, on behalf of Respondent, sent a letter to Board Agent Robert Mejia in response to a request by Mejia that Respondent submit his position concerning the charge in the instant matter, Case No. 78-CE-8-D. In his letter, Hogan stated that Respondent did not deny that it had failed to bargain with the UFW, and represented that the sole reason it had refused to bargain was to test the UFW's certification. This letter was received by Mejia by April 17, 1978, but no copy of this letter was sent to or served on the UFW.

15. On April 24, 1978, after investigating the charge, the General Counsel issued the complaint in this matter and duly served it on Respondent. Said complaint, as hereby amended pursuant to the stipulation, alleges that Respondent has refused to bargain with the UFW since July 20, 1977.

16. On May 4, 1978, Respondent mailed and duly served on the UFW its answer to the complaint, a copy of which was received by the Board on May 8, 1978. Said answer admitted that Respondent has refused to meet and bargain with the UFW since July 20, 1977, and stated that it has refused to do so because: (1) the UFW had been improperly certified; (2) Respondent had been denied administrative due process in the representation case; and (3) Respondent may only obtain review of the representation case and test the UFW's certification by refusing to bargain with the UFW and appealing a final order of the Board pursuant to Section 1160.8.

CONCLUSIONS OF LAW

In its answer to the complaint and its brief to the Board, Respondent contends that it seeks review of the Board's certification of the UFW on two grounds: (1) that the Executive Secretary's order dismissing Respondent's petition and the Board's order denying Respondent Is request for review erred in their failure to find that Respondent's petition stated a prima facie case warranting an evidentiary hearing; and that (2) said orders denied Respondent administrative due process by their failure to set Respondent's objections for an evidentiary hearing.

This Board has adopted the NLRB's broad proscription against relitigation of representation issues in related unfair labor practice proceedings. Perry Farms, 4 ALRB No. 25 (1978). We have already considered and ruled on the issues now raised by Respondent when we dismissed its request for review of the Executive Secretary's order dismissing Respondent's election objections petition on June 27, 1977, Respondent here presents no newly-discovered or previously-unavailable evidence, nor does it argue extraordinary circumstances justifying relitigation of these issues. Accordingly, we conclude that Respondent had a duty to bargain with the UFW based upon the Board's certification of the UFW dated July 12, 1977, and further that Respondent has failed and refused to meet and bargain in good faith with the UFW, in violation of Labor Code Section 1153 (e) and (a), at all times since July 23, 1977.

In concluding that Respondent has failed and refused

to meet and bargain in good faith, with the UFW we do not rely only upon Respondent's admission that it has refused to bargain, which was first communicated to the Board after the unfair labor practice charge was filed and again thereafter in its answer to the complaint, although that admission would constitute a sufficient basis for our finding. We independently find that Respondent has failed and refused to bargain in good faith based on the totality of Respondent's conduct, which manifests an intent to use dilatory tactics in order to avoid discharging its statutory obligation. In this regard, we note that at no time before April 14, 1978, almost nine months after the UFW's initial request for bargaining, did Respondent even claim that its failure and refusal to bargain was for the purpose of testing the certification herein. We find no evidence that Respondent's refusal to bargain before that date was based on such a purpose.

The duty to bargain in good faith imposes on the parties the obligation to meet and confer at reasonable times, and the use of delaying and evasive tactics is evidence of bad faith. Inter-Polymer Industries, Inc., 196 NLRB 729 (1972), petition for review denied, 480 F, 2d 631 (9th Cir. 1973). In the instant case, the UFW sought to bargain with Respondent shortly after it was certified by this Board, but its repeated requests for bargaining dates were met only by Respondent's temporizing assurances that one or another of its attorneys would soon be contacting the UFW after an unrelated trial or an extended vacation, and each assurance proved unworthy of belief. It has long been settled that the unavailability of a Respondent's

negotiators is an indication of bad faith. Skyland Hoisery Mills, 108 NLRB 1600 (1954); Solo Cup Co., 142 NLRB 1290 (1963), enforced 332 F. 2d 332 F. 2d 447 (4th Cir. 1964); Insulation Fabricators, Inc., 144 NLRB 1325 (1963); Franklin Equipment Co., 194 NLRB 643 (1971).

Even the UFW's request' for information for purposes of developing a bargaining proposal was ignored by Respondent, although much of the information sought was presumptively relevant. See Northwest Publications, Inc., 211 NLRB No. 57 (1974). Respondent's failure to provide the relevant information sought is a further indication of Respondent's bad faith and constitutes a further refusal to bargain in good faith. See NLRB v. Truitt Mfg. Co., 351 U.S. 149 (1955).

While Respondent now would have this Board accept its representation that it refused to bargain merely to test the UFW's certification, its conduct belies this contention. Its failure to respond to UFW bargaining requests, its failure to provide a reasonably available representative, and its unfulfilled assurances that it would contact the UFW about its bargaining requests lead us to conclude that Respondent's failure and refusal to meet and bargain with the UFW was motivated by its desire to delay the bargaining obligation rather than by a genuine interest in "testing" the Board's certification,

THE REMEDY

In accordance with our Decision in Perry Farms, supra, we shall order that Respondent, rather than its employees, bear the costs of the delay which has resulted from its failure and

refusal to bargain with the union, by making its employees whole for any losses of pay and other economic benefits which they may have suffered as a result of said delay for the period from July 23, 1977, until such time as Respondent commences to bargain in good faith and continues so to bargain to the point of a contract or a bona fide impasse. In accordance with our usual practice, the Regional Director will determine the amount of the award herein as set forth below. [4/]

The UFW argues that it would be inequitable to apply to this case the basic wage rate computation set forth in Adam Dairy dba Rancho Los Rios, 4 ALRB No. 24 (1978), because Respondent uses a piece-rate compensation system. [5/] We recognized in both Adam Dairy, and Perry Farms, that piece-rate workers may earn more than those compensated by the hour when the total piece-rate compensation is converted into an hourly rate. And in Perry Farms we said that if the award, computed on the basis of the Adam Dairy and Perry Farms criteria, failed to make piece-rate workers substantially whole, we would consider supple-

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[4/] We hereby deny the parties' request that the case be assigned after judicial review to an Administrative Law Officer for a hearing on the amount of damages. While the parties may request a particular compliance procedure, it is solely within the Board's power to determine what procedure will best effectuate the purposes- of the Act.

[5/] Based on the Supplemental Stipulation executed by the parties we find that Respondent compensated many of its agricultural employees according to a piece-rate schedule as of the date of certification, and that Respondent has continuously used the piece-rate compensation system since that date.

mental proceedings. The declaration of Jesus Marquez, [6/] submitted by the UFW, indicates that Respondent's piece-rate workers may not be made substantially whole by the Adam Dairy and Perry Farms basic wage rate. Moreover, the UFW represents that there now exists adequate data on wages and bargaining settlements in agriculture to compute a reliable make-whole award based on a percentage increase computation, and that such a computation would provide a more workable and fair estimate of the piece-rate employees' reasonable expectations under a union contract than would the basic wage rate computation. Accordingly, we direct the Regional Director during the course of his/her investigation, to examine evidence relating both to a basic wage rate and a percentage-increase computation for piece-rate workers, and to determine the amount of the make-whole award using the method which would best effectuate the purposes of the Act.

Because the certification in this case issued substantially after the certification in Adam Dairy and Perry Farms, the exact data used to arrive at the make-whole award in those cases do not provide as good a basis for a make-whole computation in this case. See Adam Dairy, supra, at page 19. We therefore direct the Regional Director to include in his/her investigation and determination of the make-whole award a survey of more-recently-negotiated UFW contracts. In evaluating the relevance of particular contracts to determination of a make-whole award in this case, the

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[6/] The Marquez declaration indicates that during August, September, and October of 1977, Marquez worked as a piece-rate employee for Respondent and earned considerably more than the basic wage rate compute in Adam Dairy when his compensation is converted into an hourly rate.

Regional Director should consider such factors as the time frame within which the contracts were concluded as well as any pattern of distribution of wage rates based on factors such as were noted in Adam Dairy, supra, e.g., size of work-force, type of industry, or geographical locations.

The order in this case will include a requirement that Respondent notify its employees that it will, upon request, meet and bargain in good faith with their certified collective bargaining representative. In addition to the standard means of publicizing the Notice to Employees, we believe that the Notice herein should also be distributed to all employees who were eligible to participate in the election on October 14, 1975, in which the UFW was designated and selected as their bargaining agent. Accordingly, we shall order distribution of the Notice to all employees of Respondent who were on its payroll for the pay period immediately preceding the filing of the petition for certification herein on December 8, 1976.

Both the General Counsel and the UFW seek attorneys' fees in this case. While we have found Respondent to have acted in bad faith, its defenses are not so frivolous as to warrant such relief. For the same reason we reject the UFW's request for its expenses incurred due to Respondent's conduct.

The UFW seeks an order requiring Respondent to furnish the information requested in the attachment to the UFW's letter of September 18, 1977 (Exhibit 3 to the Stipulation and Statement of Facts). As in Adams Dairy, supra, we shall order Respondent, in view of its failure to provide presumptively

relevant information upon request, to furnish to the UFW the information requested relevant to the preparation for, and conduct of, collective bargaining.

We decline to award the UFW the dues it would have obtained under a contract. Union dues are not "pay"- within the meaning of Section 1160.3, and although the Board has been invested with broad powers by Section 1160.3 to grant such other relief as will effectuate the policies of the Act, we have no reason to believe that the relief given herein will not adequately remedy the unfair labor practice found.

The UFW asks that it be granted year-round job-site access to Respondent's employees, as well as access to Respondent's bulletin boards for purposes of communicating with employees regarding collective bargaining and encouraging support for the union, which was undermined by Respondent's conduct. More than three years have passed since the UFW was last entitled to job-site access to Respondent's employees, and more than a year has passed since the UFW was certified as the employees' exclusive bargaining agent. Dilatory conduct regarding bargaining, like that of Respondent, tends to widen the gulf between employees and their bargaining agent and thereby interferes with their effective participation in the bargaining process and weakens the bargaining strength of their representative. In order to remedy this situation, we shall order that, upon the filing of a written notice of intent to take access, the UFW shall be entitled to have its organizers enter the property of the Respondent for one thirty-day period, or until the parties execute

a written contract or reach a bona fide impasse in negotiations, whichever comes first. The numbers of organizers permitted, the identification of organizers, the organizer conduct prohibited, and the time and place of access shall be governed by 8 Cal. Admin. Code Section 20900 to the extent consistent herewith. The limited access remedy herein is directed at the effects of Respondent's dilatory tactics, and does not restrict or diminish whatever rights of access may accrue to a certified union in connection with its duty to bargain or duty of fair representation Respondent's request for bulletin board access is denied.

ORDER

Pursuant to Labor Code Section 1160.3, the Respondent Robert H. Hickam, its officers, agents, successors, and assigns is hereby ordered to:

1. Cease and desist from:

(a) Failing or refusing to meet and bargain collectively in good faith, as defined in Labor Code Section 1155.2(a), with the United Farm Workers of America, AFL-CIO (UFW), as the certified exclusive collective bargaining representative of its agricultural employees in violation of Labor Code Section 1153 (e) and (a).

(b) Failing or refusing to provide to the UFW information in its possession which is relevant to bargaining and requested by the UFW.

(c) In any other manner interfering with, restraining or coercing agricultural employees in the exercise of the rights guaranteed to them by Labor Code Section 1152.

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

(a) Upon request, meet and bargain collectively in good faith with the UFW as the certified exclusive collective bargaining representative of its agricultural employees, and if an understanding is reached, embody such understanding in a signed agreement.

(b) Upon request, provide to the UFW information in its possession which is relevant to bargaining.

(c) Make its agricultural employees whole for all losses of pay and other economic benefits sustained by them as the result of Respondent's refusal to bargain.

(d) Preserve, and upon request, make available to the Board or its agents for examination and copying, all records relevant and necessary to a determination of the amounts due its employees under the terms of this Order.

(e) Sign the Notice to Employees attached hereto. Upon its translation by a Board Agent into appropriate languages, Respondent shall thereafter reproduce sufficient copies in each language for the purposes set forth hereinafter.

(f) Post copies of the attached Notice for 90 consecutive days at places to be determined by the Regional Director.

(g) Provide a copy of the Notice to each employee hired by the Respondent during the 12-month period following the issuance of this Decision,

(h) Mail copies of the attached Notice in all

appropriate languages, within 30 days from receipt of this Order, to all employees employed during the payroll period immediately preceding October 14, 1975, and to all employees employed by Respondent from and including July 23, 1977, until compliance with this Order.

(i) Arrange for a representative of Respondent or a Board Agent to distribute and read the attached Notice in appropriate languages to the assembled employees of Respondent on company time. The reading or readings shall be at such times and places as are specified 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 employees may have concerning the Notice or their rights under the Act. The Regional Director shall determine a reasonable rate of compensation to be paid by Respondent to all non-hourly wage employees to compensate them for time lost at this reading and the question-and-answer period.

(j) Allow UFW organizers to enter upon its property and organize among its employees in the next 30 day period in which the UFW files a Notice of Intent to Take Access, provided that this remedial access shall terminate when the parties execute a written contract or reach a bona fide impasse, and that said access shall be otherwise governed by the provisions of Section 20900 of 8 Cal. Admin. Code relating to numbers of organizers, identification of organizers, prohibited organizer conduct, and the time and place of access.

(k) Notify the Regional Director in writing,

within 30 days from the date of the receipt of this Order, what steps have been taken to comply with it. Upon request of the Regional Director, Respondent shall notify him periodically thereafter in writing what further steps have been taken in compliance with this Order.

It is further ordered that the certification of the United Farm Workers of America, AFL-CIO, as the exclusive bargaining representative of Respondent's agricultural employees is extended for a period of one year from the date on which Respondent commences to bargain in good faith with said union.

DATED: October 19, 1978

GERALD A. BROWN, Chairman

ROBERT B. HUTCHINSON, Member

HERBERT A. PERRY, Member

NOTICE TO EMPLOYEES

The Agricultural Labor Relations Board has found that we have violated the Agricultural Labor Relations Act by refusing to bargain about a contract with the UFW. The Board has ordered us to post this Notice and to take other action. We will do what the Board has ordered, and also tell you that:

The Agricultural Labor Relations Act is a law that gives farm workers these rights:

(1) to organize themselves;

(2) to form, join, or help any union;

(3) to bargain as a group and to choose anyone they want to speak for them;

(4) to act together with other workers to try to get a contract or to help or protect each other; and

(5) to decide not to do any of these things.

Because this is true, we promise you that:

WE WILL bargain with the UFW about a contract because it is the representative chosen by our employees.

WE WILL reimburse each of the employees employed by us after July 23, 1977, for any pay or other economic benefits which they lost because we have refused to bargain with the UFW.

WILL NOT refuse or fail to provide to the UFW information in our possession which is relevant to bargaining and which the UFW requests.

DATED: ROBERT H. HICKAM

By: _____
(Representative) (Title

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

Robert H. Hickam (UFW)

4 ALRB No. 73
Case No. 78-CE-8-D

BACKGROUND

The UFW was certified as collective bargaining representative of Respondent's employees on July 12, 1977, after the Board had considered and denied Respondent's request for review of the Executive Secretary's order dismissing Respondent's objections petition.

On April 24, 1978, the General Counsel issued a complaint charging that Respondent refused to bargain in good faith with the UFW as certified collective bargaining representative of its employees. Respondent timely filed an answer. Thereafter, pursuant to 8 Cal. Admin. Code Section 20260, the case was transferred to the Board for decision upon the formal pleadings, a "Stipulation and Statement of Facts and a "Supplemental Stipulation" executed by the parties. Briefs were submitted by the parties and considered by the Board.

BOARD DECISION

The Board rejected Respondent's request that it reconsider its decision to certify, citing Perry Farms, 4 ALRB No 25 (1978), and concluded that Respondent had violated Labor Code Section 1153(e) and (a) by refusing to meet and bargain in good faith with the UFW since on or about July 23, 1978. The Board based that conclusion upon Respondent's admitted refusal, its dilatory conduct which evidenced an intent to avoid discharging its statutory obligation, and its failure to provide the UFW with requested bargaining information. The Board rejected Respondent's contention that it refused to bargain merely to test the UFW's certification.

REMEDIAL ORDER

Respondent is ordered to meet and bargain collectively in good faith with the UFW, to embody any agreement reached in a signed contract, to make its employees whole for all losses of pay and other economic losses resulting from its refusal to bargain, and to post, mail and read a Notice to its employees. The Regional Director is directed to consider both the basic wage rate and percentage-increase methods of computation in calculating the amount of the make-whole due Respondent's piece-rate employees and to use the method which best effectuates the purposes o-f the Act. The UFW's certification is extended for one year from the date Respondent commences to bargain in good faith with the UFW, Also, the UFW was awarded limited job-site access for 30 days in order to remedy the effects of Respondent's dilatory tactics.