Chula Vista, California

STATE OF CALIFORNIA

AGRICULTURAL LABOR RELATIONS BOARD

SAN DIEGO NURSERY CO., INC., Respondent, and UNITED FARM WORKERS OF AMERICA, AFL-CIO, Charging Party.	)	Case No. 77-CE-38-X 4 ALRB No. 93

DECISION AND ORDER

On February 27, 1978, Administrative Law Officer (ALO) Ronald Greenberg issued the attached Decision in this proceeding, in which he found that San Diego Nursery Co., Inc. (Respondent) is an agricultural employer within the meaning of Labor Code Section 114 0. 4 (c) and that Respondent had violated Labor Code Section 1153 (a) by its failure to submit to the Regional Director an employee list, as required by 8 Cal. Admin. Code Section 20910 (c), following the filing of a notice of intent to organize by the United Farm Workers of America, AFL-CIO (UFW). Respondent and the General Counsel each timely filed exceptions with a supporting brief.

The Board has considered the entire record and the attached Decision in light of the exceptions and briefs and has decided to affirm the rulings, findings, and conclusions of the ALO and to adopt his recommended Order as modified herein.

In order that the UFW and Respondent's employees may be compensated for their lost opportunity to communicate with

each other with respect to matters of representation as a result of Respondent's failure to submit the required pre-petition list of its employees' names and addresses, we believe that the following remedy is necessary to effectuate the policies of the Act: Respondent shall provide for the UFW to have access to its employees during regularly-scheduled work hours for one hour during which time the UFW may disseminate information to, and conduct organizational activities among, the employees. The Regional Director shall determine the most suitable time and manner for the effectuation of this remedial provision. No employee will be allowed to engage in work-related activities or forced to participate in the organizational activities, but will receive from Respondent his or her regular pay for the one hour away from work. Laflin & Laflin, aka Laflin Date Gardens, et al., 4 ALRB No. 28 (1978).

The ALO recommended, inter alia, that the UFW be granted access, without limitation as to the number of organizers, upon its filing of a valid notice of intent to take access pursuant to 8 Cal. Admin. Code Section 20900(e)(1)(B), as well as the right of access during working hours, during this same period, for as many organizers as are permitted under 8 Cal. Admin. Code Section 20900(e)(4)(A). We hereby modify this provision to permit the UFW, upon its filing of a valid notice of intent to take access, one organizer for each 15 employees in addition to the number of organizers currently allowed under Section 20900 (e) (4) (A). See Laflin & Laflin, supra.

We modify as well the ALO's recommendation that

Respondent provide the ALRB and the UFW with an employee list at the time the notice is required to be posted and every two weeks thereafter. In previous cases of failure to submit pre-petition lists, the Board has ordered that certain respondents supply an employee list at the commencement of harvest and every two weeks thereafter. Implicit in the requirement is the Board's recognition that frequently updated lists are necessary where employee turnover is an inherent factor in a mobile and seasonal work force. In the present matter, however, Respondent testified that it maintains a permanent and year-round work force with no seasonal fluctuations. Accordingly, in this case, we deem it adequate that Respondent submit a list of its current employees, listed by job classifications, and their complete home addresses, to the ALRB within five days of the UFW's filing of a valid notice of intent to take access pursuant to 8 Cal. Admin. Code Section 20900(e)(1) (B). These modifications and additions are reflected in our remedial Order.

ORDER

Pursuant to Labor Code Section 1160.3, Respondent, San Diego Nursery Co., Inc., its officers, agents, successors, and assigns, shall:

1. Cease and desist from refusing to provide the ALRB with a pre-petition list of its employees as required by 8 Cal. Admin. Code Section 20910 (c), the regulations of the Agricultural Labor Relations Board.

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

a. Sign the Notice to Employees attached hereto.

After its translation by a Board Agent into appropriate languages, Respondent shall reproduce sufficient copies in each language for the purposes set forth hereinafter.

b. Post at its premises signed copies of the attached Notice to Employees, in appropriate languages, for a period of 90 consecutive days, the posting period and places of posting to be determined by the Regional Director. Respondent shall exercise due care to replace any posted Notice which has been altered, defaced, removed or covered by any other material.

c. Mail a copy of the attached Notice, in the appropriate language, to each of the employees in the bargaining unit at his or her last known address, within 31 days following issuance of this Order.

d. 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 times and places to be 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 nonhourly wage employees to compensate them for time lost at this reading and the question-and-answer period.

e. Provide the ALRB within five days of the UFW's filing of a valid written notice of intent to take access pursuant

to 8 Cal. Admin. Code Section 20900(e)(1) (B), an employee list as described in 8 Cal. Admin. Code Section 20910(c) (1976).

f. Grant to the UFW, upon its filing of a valid written notice of intent to take access pursuant to 8 Cal. Admin. Code Section 20900(e)(1) (B), the right of access as provided by 8 Cal. Admin. Code Section 20900(e) (3) with one organizer for each 15 employees in addition to the number of organizers already permitted under 8 Cal. Admin. Code Section 20900(e)(4) (A).

g. Grant to the UFW, upon its filing a valid written notice of intent to take access pursuant to 8 Cal. Admin. Code Section 20900(e) (1) (B), one access period during the current calendar year in addition to the four periods provided for in 8 Cal. Admin. Code Section 20900(e)(1) (A).

h. Provide for the UFW to have access to Respondent's employees during regularly-scheduled work hours for one hour, during which time the UFW may disseminate information to and conduct organizational activities among Respondent's employees. The UFW shall present to the Regional Director its plans for utilizing this time. After conferring with both the union and Respondent concerning the union's plans, the Regional Director shall determine the most suitable times and manner for such contact between organizers and Respondent's employees. During the times of such contact no employee will be allowed to engage in work-related activities or be forced to participate in the organizational activities. All employees will receive their regular pay for the one hour away from work. The Regional Director shall determine an equitable payment to be made to

nonhourly wage earners for their lost production time.

i. Notify the Regional Director, in writing, within 31 days from the date of the receipt of this Order, what steps have been taken to comply herewith. Upon request of the Regional Director, the Respondent shall notify him or her periodically thereafter, in writing, what further steps have been taken to comply herewith.

Dated: November 20, 1978

GERALD A. BROWN, Chairman

ROBERT B. HUTCHINSON, Member

RONALD L. RUIZ, Member

HERBERT A. PERRY, Member

JOHN P. McCARTHY, Member

NOTICE TO EMPLOYEES

After a trial at which each side had the opportunity to present its evidence, the Agricultural Labor Relations Board has found that we violated the Agricultural Labor Relations Act, and has ordered us to post this notice and we will carry out the order of the Board.

The Act gives all employees these rights:

(1) To engage in self-organization;
(2) To form, join or help unions;
(3) To bargain collectively through a representative of their own choosing;
(4) To act together for collective bargaining or other mutual aid or protection; and
(5) To refrain from any and all these things.

WE WILL NOT do anything that interferes with these rights. More specifically,

WE WILL NOT interfere with your rights of self-organization, to form, join or assist any labor organization by refusing to provide the ALRB with a current list of employees when, as in this case, the UFW or any union has filed its "intention to organize" the employees at this nursery.

WE WILL respect your rights to self-organization, to form, join or assist any labor organization, or to bargain collectively in respect to any term or condition of employment through United Farm Workers of America, AFL-CIO, or any representative of your choice, or to refrain from such activity, and WE WILL NOT interfere with, restrain or coerce our employees in the exercise of these rights.

You, and all our employees are free to become members of any labor organization, or to refrain from doing so.

Dated:

SAN DIEGO NURSERY CO., INC.

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

San Diego Nursery Co., Inc. (UFW)
Case No. 77-CE-38-X
4 ALRB No. 93

ALO DECISION

The ALO found that Respondent had violated Labor Code Section 1153 (a) when it failed to supply the ALRB with a pre-petition list of its employees pursuant to the UFW's filing of a valid notice of intent to organize on December 9, 1977. Respondent admitted its failure but contended that it is not an agricultural employer within the meaning of Labor Code Section 1140.4(c) and thus had no obligation to furnish such a list.

The ALO found that Respondent was engaged in agriculture within the meaning of the Act, on the basis of the totality of its operations which indicated that it is a primary grower of nursery stock which it sells as its own end-product. The ALO determined that Respondent is not a jobber or wholesaler for any other producer, nor a wholesaler which purchases a substantial amount of produce to fill existing orders, nor does it engage in the processing of the products of other farmers. Rather, any stock which it purchases is further developed and marketed as part of its own production of horticultural commodities.

The ALO declined to grant the Charging Party's request for litigation costs and attorney fees upon finding that Respondent's "debatable" litigation posture was pursued in good faith, despite the fact that the Board has previously asserted jurisdiction over similar nursery operations.

BOARD DECISION

The Board affirmed the rulings, findings and conclusions of the ALO and adopted his recommended remedial order, with modifications.

* * *

STATE OF CALIFORNIA

AGRICULTURAL LABOR RELATIONS BOARD

SAN DIEGO NURSERY CO., INC., Respondent, and UNITED FARM WORKERS OF AMERICA, AFL-CIO, Charging Party.	CASE NO. 77-CE-38-X

Pat Zaharopoulos, Esq.
of San Diego, California
for the General Counsel

Dressler, Stoll & Jacobs, by
Marion I. Quesenbery, Esq.
of Newport Beach, California
for Respondent

E. Michael Heumann, Esq.,
of San Ysidro, California,
for the Charging Party

DECISION

STATEMENT OF THE CASE

RONALD GREENBERG, Administrative Law Officer: This case was heard by me in San Diego, California, on January 25, 1978. The complaint alleges violation of Section 1153(a] of the Agricultural Labor Relations Act, herein the Act, by San Diego Nursery Company, Inc., herein called The Respondent. The complaint is based upon a charge filed on December 15, 1977, by the United Farm Workers of America,

AFL-CIO, herein called the Union or UFW. A copy of the charges was duly served on Respondent.

All parties were given full opportunity to participate in the hearing,[1] and after the close thereof, the General Counsel and Respondent filed briefs in support of their positions.

Upon the entire record including my observation of the demeanor of the witnesses and after careful consideration of the briefs filed, I make the following:

FINDINGS OF FACT

I. Jurisdiction

United Farm Workers of America, AFL-CIO, herein called the Union is a labor organization within the meaning of Section 1140.4(f) of the Act. Respondent, in its answer, denied being an agricultural employer as defined by Section 1140.4(c) of the Act. My findings of fact and conclusions of law relating to this issue appear later in this decision.

II. Alleged Unfair Labor Practice

The complaint alleges that Respondent violated Section 1153 (a) of the Act by failing to submit to the San Diego Regional Office an employee list as required by

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[1/] During the course of the hearing, General Counsel made two motions which I took under submission. General Counsel's motion for attorney's fees will be discussed in the body of the decision. General Counsel's motion that I view Respondent's premises is hereby denied.

8 Cal. Admin. Code, Section 20910(c) following the Union's filing of a Notice of Intent to Organize Respondent's employees on December 9, 1977.

Respondent admits that it failed to submit said list, but contends that it had no such obligation in that Respondent is not an agricultural employer as defined by Section 1140.4(c) of the Act.

III. The Facts

Respondent is a corporation in the nursery business in San Diego County. It produces foliage plants, non-blooming house plants, as an end product. The operation includes six greenhouses of 250,000 square feet, which are located on Respondent's sole parcel of land which covers 9.5 acres. Aside from the greenhouses, the only other structure on the land houses a small office.

Respondent employs 55 full-time year-round employees. None of the employees has been given any special job classification. Respondent's president, Gerard Redon, testified that all employees basically perform the same duties which include loading and unloading trucks, moving plants on electric trains between greenhouses, cleaning plants, clearing dead leaves, cutting the plants to make them fuller, fertilizing and potting plants.

As evidenced by General Counsel's Exhibit 4, Respondent grows and eventually sells around 30 different varieties of houseplants. Those sales are made to retail

florists, wholesale plant distributors and major food and drug chains.

A small percentage of the plants begin from seeds planted by Respondent. A vast majority of plants are bought at various stages of development from other growers and then subsequently sold by Respondent. President Redon supplied statistics only regarding the normal length of time young purchased Boston ferns remain at Respondent. Those plants normally are kept between 8 and 18 weeks, when they are finally sold. During that period of time, the employees do normal work on the ferns which includes cleaning, fertilizing and transferring them to larger pots.

The six greenhouse facilities are involved in different functions. All employees apparently work interchangeably among the various greenhouses. House #1 is referred to as the "finishing house." This is the last point where many plants remain before being sold. House #2 is used for growing, transferring plants to bigger pots, and quick in and out processing of plants. House #3 activities include growing and transferring. House #4 is the "propagation house," where plants are brought in from other nurseries and their root systems are established. House #5 is the "finishing house," where plants are finally staged before sale, which includes transferring plants into larger pots and assorted work on short-term crops. Finally, House #6 is involved in the selling stage.

Redon testified that he obtains plants from six foreign countries and from other nurseries all over the country. Although no statistical information was provided, Redon stated that some plants are climatized and sold as quickly as possible. All plants purchased by Respondent are then sold exclusively as its own product and not as a part of a wholesale operation. Respondent does not purchase young plants to fill existing orders.

ANALYSIS AND CONCLUSIONS

Section 1148 of the State Labor Code compels the Agricultural Labor Relations Board to follow applicable precedents of the National Labor Relations Act, as amended.

In Bodine Produce Company, 147 NLRB 832, 833 (1964), the Board emphasized that Section 2(3) of the National Labor Relations Act excludes from the definition of the term "employees" "any individual employed as an agricultural laborer."

> Annually, since July 1946, Congress has added to the Board's appropriation a rider which in effect directs the Board to be guided by the definition set forth in Section 3(f) of FLSA in determining whether an employee is an agricultural laborer within the meaning of Section 2(3) of the NLRA. The Board has frequently stated that it considers it its duty to follow, whenever possible, the interpretation of Section 3(f) adopted by the Department of Labor, the agency which is charged with the responsibility for and has the experience administering the FLSA. See Imperial Garden Growers, 91 NLRB 1034 (1950): The Sweetlake Land and Oil Company, Inc., 138 NLRB 155 (1962);

Monterey County Building and Construction Trades Counsel (Vito J. La Torre, an Individual), 142 NLRB 139 (1963).

> Section 3(f) reads, in pertinent part, as follows:
>
> . . . agriculture includes farming in all its branches and among other things includes . . . the production, cultivation, growing and harvesting of any agricultural . . . commodities . . . and any practices . . . performed by a farmer or on a farm as an incident to or in conjunction with such farming operations, including preparation for market, delivery to storage or to market or to carrier for transportation to market.

The U.S. Supreme Court, when faced with interpretation of Section 3(f) of the Fair Labor Standards Act, stated that "the question is whether the activity in the particular case is carried on as part of the agricultural function or is separately organized as an independent productive activity." Farmers Reservoir and Irrigation Co. v. McComb, 337 U.S. 755, 761 (1949). The Court went on to emphasize that aside from the primary agricultural function, a secondary and broader meaning brings employees within the "agricultural employee" definition if they are involved in activities which are performed either by a farmer or on a farm, incidentally to or in conjunction with "such" farming activities.

More specifically, in interpreting nursery activities in relation to Section 3(f) of the Fair Labor Standards Act, the U.S. Supreme Court directs our attention to interpretations promulgated by the Administrator of the Wage and Hour Division in the Department of Labor. Although not binding, the Court entitles those interpretations great

weight. United States v. American Trucking Associations, 310 U.S. 534-539 (1940).

Interpretive Bulletin No. 14 issued by the Administrator in June, 1940 states:

> (e) The employees of a nursery who are engaged in the following activities are employed in "agriculture";
>
> 1. Sowing seeds and otherwise propagating fruit, nut, vegetable and ornamental plants or trees, and shrubs, vines and flowers;
>
> 2. Handling such plants, etc., from propagating frames to the field;
>
> 3. Planting, cultivating, watering, spraying, fertilizing, pruning, bracing, and feeding the growing crop.

"A reading of the various interpretations contained in the bulletin discloses that the Administrator considers one engaged in the growing, propagating, and handling of nursery stock in greenhouses, etc., as being engaged in agriculture." Jordan v. Stark Bros. Nurseries and Orchards, 45 F.Supp. 769, 770 (D.C.W.D. Ark., 1942).

Under the above interpretations, it clearly appears that Respondent's 55 employees are covered by Section 3(f) of the FLSA, and therefore would be classified as "agricultural employees" under the NLRA and ALRA. All Respondent's employees perform the same duties in and around the greenhouses which include loading and unloading of plants, moving the plants between greenhouses, cleaning plants, clearing dead leaves, cutting the plants to make them fuller, fertilizing and potting plants. The NLRB routinely has

classified employees as agricultural employees when working in nurseries even though some job duties appear to be non-agricultural. See William H. Elliot & Sons Co., 78 NLRB 1078 (1948); Damatz v. William Pinchbeck, Inc., 158 F2d 882 (1946).

However, Respondent argues that its operation serves primarily to process the plants of other nurseries and suppliers, therefore making Respondent a non-agricultural employer. However, this view is not supported by NLRB case law. The Board in scrutinizing many employment situations has found employers to be non-agricultural when a substantial part of the employer's regular business involves processing other farmers' produce. See Garin Company, 148 NLRB 1499 (1964); Agricultural Research Corp., 215 NLRB 1 (1974).

However, the Board examines the "totality of the situation." McAnally Enterprises, Inc., 152 NLRB 527 (1965). If another farmer's produce is being processed by an employer, the Board determines whether the processing operations are performed as "an incident to or in conjunction with" the primary employer's farming operations or as a distinct business activity separate from the farming operations. Cherry Lane Farms Inc., 190 NLRB 299 (1971); John C. Maurer & Sons, 127 NLRB 1459 (1960); Mikami Bros., 188 NLRB 522 (1971).

The Board also will look to the percentage of annual

sales derived from the sales of another producer's items. Kelley Bros. Nurseries, Inc., 140 NLRB 82 (1962). Another factor the Board considers is whether the employer purchases a substantial amount of produce from other suppliers to fill existing orders. Mitchell v. Huntsville Wholesale Nurseries, 267 F2d 286 (CA5, 1959).

From a review of the above discussed Board criteria, Respondent's contentions are not substantiated. Respondent has not provided any evidence which shows that it processes plants purchased from others as part of a retail scheme which is not incident to its own farming operation. In examining the "totality of the situation," it clearly appears that Respondent exclusively operates its own nursery, selling its own plants as its end product. Respondent neither serves as jobber nor wholesaler for any other producer. Further, Respondent does not purchase plants from other nurseries to fill existing orders.

Respondent's operation clearly comes within the U.S. Supreme Court's primary definition of agriculture. The planting, cultivating, watering and fertilizing of house plants are obviously part of the production of horticultural commodities. Rod McClellen, 172 NLRB 1458 (1968).

A meaningful determination of agricultural production cannot be based on the fact that most of Respondent's plants originate elsewhere, and are not produced from

Respondent's own seeds. Such a distinction would allow most nurseries to escape coverage of the Act. The NLRB subscribes to that position, finding primary agricultural activity in a case where 80-90% of nursery stock is originally purchased from other suppliers in the form of seedlings, small whips and the remainder in large stock. Light's Tree Co., 194 NLRB 229 (1971).

For the above reasons, I find Respondent to be an agricultural employer as defined by Section 1140.4(c) of the Act.

8 Cal. Admin. Code Section 209.10 (c) reads:

> (c) Within five (5) days from the date of filing of the notice of intention to organize the employer shall submit to the regional office an employee list as defined in Section 20310(a)(2). Upon its receipt if the 10% showing of interest has been satisfied and, if so, shall make a copy of the employee list available to the filing labor organization. The same list shall be made available to any labor organization which within 30 days of the original filing date files a notice of intention to organize the agricultural employees of the same employer. No employer shall be required to provide more than one employee list pursuant to this section in any 30 day period.

As admitted by Respondent, it failed to comply with said regulation. In Henry Moreno, 3 ALRB No. 40 (1977), the Board found that failure to supply a current list of employees pursuant to the regulation constituted a "per se" violation of the Act. "Such a refusal in itself interferes with and restrains employees in their exercise of Section 1152 rights." Accordingly I find that Respondent, by refusing to supply said list, violated Section 1153(a)

of the Act.

There now remains only the issue of litigation costs and attorneys' fees. The ALRB, in V.B. Zaninovich & Sons, Inc., 3 ALRB No. 57 (1977), adopted the NLRB's approach to this question, finding appropriateness to be dependent upon a characterization of the Respondent's litigation posture as either "frivolous" or "debateable." Where the former is found, the award may be made; in the latter situation, it is not warrented.

Applying that standard to the present case, I would characterize Respondent's litigation posture as "debateable." Although Respondent must be aware that similar nursery operations around the state consistently have been covered by the Act, there are numerous NLRB cases evaluating the agricultural versus non-agricultural status of nurseries. I can only conclude that Respondent misinterpreted these cases, and that such misinterpretation was not done in bad faith.

I therefore find this not to be an appropriate case for awarding litigation costs or attorneys' fees. General Counsel's motion for said costs and fees is hereby denied.

REMEDY

Having found that Respondent has engaged in an unfair labor practice within the meaning of Section 1153(a) of the Act by its refusal to comply with Section 20910(c) of the

Board's Regulations, I shall recommend that it cease and desist therefrom and take certain affirmative action as set out in Henry Moreno, 3 ALRB No. 40, which is designed to effectuate the policies of the Act.

Upon the basis of the foregoing findings of fact and of the entire record in this case, I make the following:

ORDER

Respondent, San Diego Nursery Co., Inc., its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to provide the ALRB with an employee list as required by Section 20910 (c) of the Regulations of the Agricultural Relations Board.

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

(a) Post at its premises copies of the attached "Notice to Employees." Copies of said notice, on forms provided by the San Diego regional director, after being duly signed by the Respondent, shall be posted by it for a period of 90 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to insure that said notices are not altered, defaced or covered by any other material. Such notices shall be in both English and Spanish.

(b) Mail a copy of the notice, in both English and Spanish, to each of the employees in the bargaining unit, at his or her last known address, not later than 30 days after the notice is required to be posted on the Respondent's premises.

(c) Read a copy of the notice, in both English and Spanish, to gatherings of its bargaining-unit employees, at a time chosen by the Regional Director for the purpose of giving such notice the widest possible dissemination.

(d) Provide the ALRB with an employee list as required by Section 20910(c) of the Regulations of the Agricultural Labor Relations Board.

(e) Provide the UFW with an employee list at the time the notice is required to be posted and every two weeks thereafter.

(f) Upon filing of a written notice of intent to take access pursuant to 8 Cal. Admin. Code 20900(e)(1)(B) the UFW shall have the right of access as provided by 8 Cal. Admin. Code 20900(e)(3) without restriction as to numbers of organizers. In addition, during this same period, the UFW shall have the right of access during working hours for as many organizers as are permitted under 8 Cal. Admin. Code 20900(e)(4) (A), which organizers may talk to workers and distribute literature provided that such organizational activities do not disrupt work.

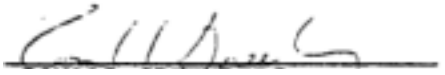
(g) Upon filing a written notice of intent to

take access pursuant to 8 Cal. Admin. Code 20900(e)(1) (B), the UFW shall be entitled to one access period during the current calendar year in addition to the four periods provided for in 8 Cal. Admin. Code 20900(e)(1)(A).

(h) Notify the Regional Director, in writing, within ten (10) days from the date of the receipt of this order, what steps have been taken to comply herewith. Upon request of the Regional Director, the Respondent shall notify him or her periodically thereafter, in writing, what further steps have been taken to comply herewith.

Dated: February 27, 1978

AGRICULTURAL LABOR RELATIONS BOARD

By: 

RONALD GREENBERG
Administrative Law Officer

N O T I C E T O E M P L O Y E E S

POSTED BY ORDER OF THE AGRICULTURAL LABOR RELATIONS BOARD
An Agency of the State of California

After a trial at which all sides had the opportunity to present their evidence, the Agricultural Labor Relations Board has found that we violated the Agricultural Labor Relations Act, and has ordered us to post this notice and we intend to carry out the order of the Board.

The Act gives all employees these rights:

To engage in self-organization;
To form, join or help unions;
To bargain collectively through a representative of their own choosing;
To act together for collective bargaining or other mutual aid or protection; and
To refrain from any and all these things.

WE WILL NOT do anything that interferes with these rights. More specifically,

WE WILL NOT interfere with your rights of self-organization, to form, join or assist any labor organization by refusing to provide the ALRB with a current list of employees when, as in this case, the UFW or any union has filed its "Intention to Organize" the employees at this nursery.

WE WILL respect your rights to self-organization, to form, join or assist any labor organization, or to bargain collectively in respect to any term or condition of employment through United Farm Workers of America, AFL-CIO, or any representative of your choice, or to refrain from such activity, and WE WILL NOT interfere with, restrain or coerce our employees in the exercise of these rights.

You, and all our employees are free to become members of any labor organization, or to refrain from doing so.

SAN DIEGO NURSERY CO., INC.
Employer)

Dated_____

By _____
(Representative) (Title)