

STATE OF CALIFORNIA

AGRICULTURAL LABOR RELATIONS BOARD

LOUIS CARIC & SONS,	)	
	)	
Respondent,	)	Case No. 75-CE-39-F
	)	
and	)	
	)	
UNITED FARM WORKERS	)	6 ALRB No. 50
OF AMERICA, AFL-CIO,	)	(4 ALRB No. 108)
	)	
Charging Party.	)	

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SUPPLEMENTARY DECISION AND REVISED ORDER

In accordance with the remand Order of the Court of Appeal for the Fifth Appellate District, dated August 13, 1980, in Case 5 Civil No. 4618, 4 ALRB No. 108 (1978), we have reviewed and reconsidered the portion of paragraph 1(f) of our Order therein, which required Respondent to cease and desist from "In any other manner interfering with, restraining or coercing any employee in the exercise of rights guaranteed by Section 1152 of the [Agricultural Labor Relations] Act."

In M. Caratan, Inc. (Mar. 12, 1980) 6 ALRB No. 14, review den. by Ct. App., 5th Dist., May 27, 1980, and Jasmine Vineyards, Inc. (Apr. 3, 1980) 6 ALRB No. 17, we announced our intention to follow the National Labor Relations Board's standard for issuing broad cease-and-desist orders. We will issue such orders only when a respondent demonstrates a proclivity to violate the Agricultural Labor Relations Act, or has engaged in such egregious and widespread misconduct as to demonstrate a general disregard for employees' fundamental statutory rights.

See NLRB v. Express Publishing Co. (1941) 312 U.S. 426 18 LRRM 415] ; Hickmott Foods, Inc. (1979) 242 NLRB No. 177 [101 LRRM 1342]. In the instant case, we find that Respondent's conduct was not such as to warrant the imposition of a broad cease-and-desist order. Therefore, we hereby modify paragraph 1(f) of the Order to read that Respondent shall cease and desist from:

(f) In any like or related manner interfering with, restraining, or coercing agricultural employees in the exercise of those rights guaranteed them by section 1152 of the Agricultural Labor Relations Act.

REVISED ORDER

By authority of Labor Code section 1160.3, the Agricultural Labor Relations Board hereby orders that Respondent, Louis Caric & Sons, its officers, agents, successors, and assigns shall:

1. Cease and desist from:

(a) Interfering with the right of employees to communicate with union representatives on their non-working time.

(b) Engaging in surveillance of employees and union organizers.

(c) Instructing or directing its employees to refrain from signing union authorization cards.

(d) Rendering unlawful aid, assistance, or support to the Teamsters or any other labor organization, including the granting of preferential access to the job-site, the solicitation of employees to campaign for the Teamsters or any other labor organization, and threatening employees to induce support for

the Teamsters or any other labor organization.

(e) Discouraging membership of its employees in the United Farm Workers of America, AFL-CIO (UFW), or any other labor organization, by discharging, or in any other manner discriminating against, any employee with respect to such employee's hire, tenure of employment, or any term or condition of employment.

(f) In any like or related manner interfering with, restraining, or coercing agricultural employees in the exercise of those rights guaranteed them by section 1152 of the Agricultural Labor Relations Act (Act).

2. Take the following affirmative actions which will effectuate the policies of the Act:

(a) Immediately offer Alfredo Medrano and Jesus Ochoa Guerra full reinstatement to their former or substantially equivalent positions without prejudice to their seniority or other rights and privileges, and make them whole for any loss of pay and other economic losses they have suffered as the result of Respondent's discrimination, plus interest thereon at 7 per cent per annum.

(b) Make whole the estate of Roberto Roman for any loss of pay and other economic losses suffered by him as the result of Respondent's discrimination, plus interest thereon at 7 per cent per annum.

(c) 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 other records necessary to determine the amount of back pay due and the rights of reinstatement under the terms of this Order.

(d) Provide the UFW, during its next organizational drive among Respondent's employees, with 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 UFW and Respondent concerning the UFW's plan, the Regional Director shall determine the most suitable times for such contact between UFW organizers and Respondent's employees. During the times of such contact, no employee shall be allowed to engage in work-related activities, or forced to be involved in the organizational activities. Respondent shall pay all employees their regular pay for the one hour away from work. The Regional Director shall determine an equitable payment to be made to non-hourly wage-earning employees for their lost production time.

(e) During the next period in which the UFW files a Notice of Intent to take access, Respondent shall allow the UFW two additional organizers per crew. These two organizers are in addition to the number of organizers already permitted under section 20900(e)(4)(A) of 8 Cal. Admin. Code.

(f) Sign the attached Notice to Employees and, after it has been translated by a Board agent into all appropriate languages, reproduce sufficient copies in each language for the

purposes hereinafter set forth.

(g) Post copies of the attached Notice in all appropriate languages for 60 days in conspicuous places on its property, the time(s) and place(s) to be determined by the Regional Director. Respondent shall exercise due care to replace any copy or copies of the Notice which may be altered, defaced, or removed.

(h) Arrange for a representative of Respondent or a Board agent to distribute and read the attached Notice in all appropriate languages to its employees assembled on company property, at time(s) and place(s) to be determined by the Regional Director. Following the reading, the Board agent shall be given the opportunity, outside the presence of supervisors and management, to answer any questions the employees may have concerning the Notice or employees' 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.

(i) Notify the Regional Director within 30 days from the issuance of this Decision and Order of the steps it has taken to comply herewith, and to continue to report periodically thereafter at the Regional Director's request until full compliance is achieved.

Dated: September 3, 1980

RONALD L. RUIZ, Member

HERBERT A. PERRY, Member

JOHN P. McCARTHY, Member

NOTICE TO EMPLOYEES

After a trial at which each side had a chance to present its case, the Agricultural Labor Relations Board has found that we have interfered with the rights of our workers. The Board has told us to send out and post this Notice.

We 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 choose whom they want to speak for them;
4. To act together with other workers to try to get a contract or to help or 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 NOT spy on you while you are talking to union organizers or are engaged in other union related activities.

WE WILL NOT instruct you not to sign UFW authorization cards.

WE WILL NOT instruct you not to talk to UFW organizers.

WE WILL NOT unlawfully aid, assist or support the Teamsters or any other labor organization or favor one union over another.

WE WILL NOT threaten you with loss of work if you do not support the Teamsters, or any other labor organization.

WE WILL NOT let the Teamsters or any other labor organization speak to you at the job-site while preventing another union from doing so.

WE WILL NOT discharge any employee, or otherwise discriminate against any employee in regard to his or her employment, to discourage union membership, union activity, or any other concerted activity by employees for their mutual aid or protection.

WE WILL offer Alfredo Medrano and Jesus Ochoa Guerra their old jobs back, and we will pay them and the estate of Roberto Roman any money they may have lost because we discharged them, plus interest thereon computed at 7 per cent per year.

LOUIS CARIC & SONS

Dated:

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

Louis Caric & Sons (UFW)

6 ALRB No. 50  
(4 ALRB No. 108)  
Case No. 75-CE-39-F

BOARD DECISION

The Court of Appeal remanded the Board's Decision in Louis Caric & Sons, 4 ALRB No. 108 (1978) for review and reconsideration of a portion of the Board's Order.

The Board modified its broad cease-and-desist order to prohibit Respondent from "in any like or related manner" interfering with its employees' section 1152 rights, in light of NLRB v. Express Publishing Co. (1941) 312 U.S. 426 [8 LRRM 415]. The Board stated that it follows the standard enunciated by the NLRB in Hickmott Foods, Inc. (1979) 242 NLRB No. 177 [101 LRRM 1342] , and adopted in M. Caratan, Inc. (Mar. 12, 1980) 6 ALRB No. 14 and Jasmine Vineyards^Inc. (Apr. 3, 1980) 6 ALRB No. 17, and will provide a board order only when a respondent is shown to have a proclivity to violate the Act, or has engaged in such egregious and widespread misconduct as to demonstrate a general disregard for employees' fundamental statutory rights. The Board found that Respondent's conduct was not such as to warrant a broad cease-and-desist order.

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