

STATE OF CALIFORNIA
AGRICULTURAL LABOR RELATIONS BOARD

NASH-DE CAMP COMPANY)	
)	
Respondent)	Case No. 80-CE-56-D
)	80-CE-203-D
and)	
)	
UNITED FARM WORKERS OF)	
AMERICA, AFL-CIO, and)	8 ALRB No. 5
JOSE LUIS RODRIGUEZ,)	
)	
Charging Party.)	

DECISION AND ORDER

On May 14, 1981, Administrative Law Officer (ALO) Jennie Rhine issued the attached Decision and recommended Order in this proceeding. Thereafter, General Counsel and Respondent each timely filed exceptions and a supporting brief, and Respondent filed a reply brief.^{1/}

^{1/} Respondent's motion to strike the General Counsel's exceptions to the decision of the ALO for non-compliance with ALRB Regulation section 20480(b) is denied as there was substantial compliance and no material prejudice to Respondent has been demonstrated. In the instant case, exceptions to the ALO Decision were to be filed with the Executive Secretary by June 15, 1981. General Counsel mailed its exceptions by regular mail on June 15, 1981, as indicated by the proof of service. Although the General Counsel did not send its exceptions by registered mail as set forth in Regulation section 20480(b), General Counsel did substantially comply with that Regulation and Respondent is not prejudiced thereby. See *Morika Kuramura* (Oct. 27, 1977) 3 ALRB No. 79, (ALOD p. 2, 10); *Tenneco West* (Dec. 16, 1977) 3 ALRB No. 92; *George Arakelian Farms* (Feb. 14, 1979) 5 ALRB No. 10.

Member McCarthy would grant the motion to strike the General Counsel's exceptions, finding that substantial compliance and lack of prejudice to the opposing party does not permit the Board to disregard procedural defects which lie outside the scope of Regulations section 20210.

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.

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 of the ALO as modified herein.

We agree with the ALO's conclusion that the General Counsel failed to establish a prima facie case that Respondent violated Labor Code section 1153 (a) and (c) by its refusal to rehire Jose Luis Rodriguez. Jackson and Perkins Rose Company (Mar. 19, 1979) 5 ALRB No. 20; Verde Produce Company (Sept. 10, 1981) 7 ALRB No. 27. However, in reaching that conclusion, we reject the ALO's use of the underlying charge filed by Rodriguez as a basis for determining the date of Rodriguez¹ initial application for reemployment. We agree with the General Counsel that such a use of the charge in the instant case is improper and is hardly probative of the issue of when Rodriguez applied for work or how often he applied for work. Even if it is assumed that Rodriguez applied for rehire when work was available, we find that the General Counsel failed to establish a causal connection between Rodriguez¹ protected activity and Respondent's refusal to rehire him.

ORDER

By authority of Labor Code section 1160.3, the Agricultural Labor Relations Board hereby orders that Respondent Nash-De Camp Company, its officers, agents, successors, and

assigns shall:

1. Cease and desist from:

(a) Discharging, or otherwise discriminating against, any agricultural employee in regard to hire or tenure of employment or any other term or condition of employment because he or she has engaged in any concerted activity protected by section 1152 of the Act.

(b) In any like or related manner interfering with, restraining, or coercing any agricultural employee(s) in the exercise of the rights guaranteed them by Labor Code section 1152.

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

(a) Immediately offer Javier Alvarado full reinstatement to his former job or equivalent employment, without prejudice to his seniority and other employment rights and privileges.

(B) Make whole Javier Alvarado for any loss of pay and other economic losses he has suffered as a result of his discharge, reimbursement to be made according to the formula stated in J & L Farms (Aug. 12, 1980) 6 ALRB No. 43, plus interest thereon at a rate of seven percent per annum.

(c) Preserve and, upon request, make available to this Board and its agents, for examination, photocopying, and otherwise copying, all payroll records, social security payment records, time cards, personnel records and reports, and all other records relevant and necessary to a determination, by the Regional Director, of the backpay period and the amount of backpay due under the terms of this Order.

(d) Sign the Notice to Agricultural Employees

attached hereto and, after its translation by a Board agent into appropriate languages, reproduce sufficient copies in each language for the purposes set forth hereinafter.

(e) Mail copies of the attached Notice, in all appropriate languages, within 30 days after the date of issuance of this Order, to all employees employed by Respondent at any time during the period from October 1, 1980 until the date on which the said Notice is mailed.

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

(g) Arrange for a representative of Respondent or a Board agent to distribute and read the attached Notice, in all appropriate languages, to all of its agricultural employees on company time and 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 nonhourly wage employees in order to compensate them for time lost at this reading and during the question-and-answer period.

(h) Notify the Regional Director in writing, within 30 days after the date of issuance of this Order, of the steps Respondent has taken to comply therewith, and continue to report periodically thereafter, at the Regional Director's request, until full compliance is achieved.

Dated: January 25, 1982

HERBERT A. PERRY, Acting Chairman

JOHN P. McCARTHY, Member

JEROME R. WALDIE, Member

CASE SUMMARY

NASH-DE CAMP

8 ALRB No. 5
80-CE-56-D, et al.

ALO DECISION

The ALO found that the General Counsel did not make out its prima facie case that Respondent's refusal to rehire Jose Luis Rodriguez was based on his participation in protected concerted activity. Secondly, the ALO found that Emilio Carrillo's crew had not been discriminatorily laid off because of their participation in protected union activities. That conclusion was based on Respondent's successful rebuttal of General Counsel's prima facie case with a legitimate business justification. Finally, the ALO found that Respondent had violated sections 1153(a) and (c) of the Act by discriminatorily discharging Javier Alvarado because of his participation in protected concerted activities.

BOARD DECISION

The Board upheld the ALO's findings of fact and conclusions of law, but expressly rejected the ALO's use of the underlying charge filed by Rodriguez as a basis for determining the date of Rodriguez¹ initial application for re-employment. The use of that charge in the Rodriguez case was improper and of little probative value. The Board also denied Respondent's motion to strike the General Counsel's exceptions to the decision of the ALO for non-compliance with ALRB Regulation section 20480(b) where the General Counsel substantially complied with said regulation and Respondent was not prejudiced thereby.

* * *

This Case Summary is furnished for information only and is not an official statement of the case, or of the ALRB.

* * *

NOTICE TO AGRICULTURAL EMPLOYEES

After investigating charges that were filed in the Delano Regional Office, the General Counsel of the Agricultural Labor Relations Board issued a complaint which alleged that we had violated the law. After a hearing at which each side had an opportunity to present evidence, the Board found that we did violate the law by discharging one of our employees on or about October 28, 1980, because of his concerted activity. The Board has told us to post and publish this Notice. We will do what the Board has ordered us to do. We also want to tell you that the Agricultural Labor Relations Act is a law that gives you and all farmworkers these rights:

1. To organize yourselves;
2. To form, join, or help unions;
3. To vote in a secret ballot election to decide whether you want a union to represent you;
4. To bargain with your employer to obtain a contract covering your wages and working conditions through a union chosen by a majority of the employees and certified by the Board;
5. To act together with other workers to help or protect one another; and
6. To decide not to do any of these things.

WE WILL NOT interfere with, or restrain or coerce you in the exercise of your right to act together with other workers to help and protect one another.

SPECIFICALLY, the Board found that it was unlawful for us to discharge JAVIER ALVARADO. WE WILL NOT hereafter discharge any employee for engaging in union activity or any other concerted activity to help employees.

WE WILL reinstate JAVIER ALVARADO to his former or substantially equivalent employment, without loss of seniority or other privileges, and we will reimburse him for any pay or other money he has lost because of his discharge, plus interest computed at seven percent per annum.

Dated:

NASH-DE CAMP

By: _____

(Representative)

(Title)

If you have a question about your rights as farmworkers or about this Notice you may contact any office of the Agricultural Labor Relations Board. One office is located at 627 Main Street, Delano, California, 93215; the telephone number is (805) 725-5770.

This is an official Notice of the Agricultural Labor Relations Board, an agency of the State of California.

DO NOT REMOVE OR MUTILATE

STATE OF CALIFORNIA

AGRICULTURAL LABOR RELATIONS BOARD

In the Matter of)
)
 NASH-DE CAMP COMPANY)
)
 Respondent,)
)
 and)
)
 UNITED FARM WORKERS OF AMERICA)
 AFL-CIO, and JOSE LUIS)
 RODRIGUEZ,)
)
 Charging Parties.)

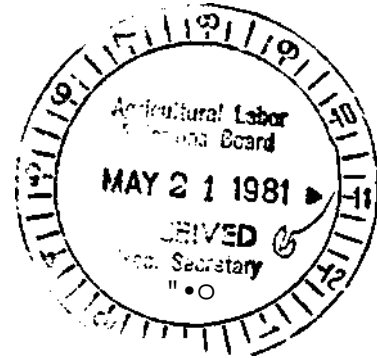
Case Nos. 80-CE-56-D
 80-CE-162-D
 80-CE-186-D
 80-CE-187-D
 80-CE-189-D
 80-CE-190-D
 80-CE-191-D
 80-CE-203-D
 80-CE-227-D

DECISION OF
ADMINISTRATIVE LAW OFFICER

Carla Jo Dakin, Fresno, for the
 General Counsel

Michael J. Hogan of Littler, Mendelson,
 Fastiff & Tichy, Fresno, for the
 Respondent

Lori Huerta, Keene, for Charging Party
 United Farm Workers of America, AFL-CIO



STATEMENT OF THE CASE

Jennie Rhine, Administrative Law Officer: This action arises from various charges filed against Nash-De Camp Company during 1980 by one individual, Jose Luis Rodriguez, and by the United Farm Workers of America, AFL-CIO. On January 8, 1981, the charges were consolidated and an amended complaint alleging violations of sections 1153(a), 1153(c), and 1153(d) of the Agricultural Labor Relations Act¹ was issued and served. All substantive allegations were denied

¹Cal. Labor Code, §§1140-et seq. All statutory citations are to the Labor Code and all references to the complaint are to this First Amended Complaint (GCX 1-M), unless otherwise specified.

by the respondent in an answer to the original complaint.²

A hearing was conducted at Delano, California, during the period of February 3-12, 1981. A settlement agreement reached in the course of the hearing disposed of six of the nine charges,³ and evidence was taken on the remaining three. The general counsel was permitted to amend the complaint to specify the individuals affected by one allegation.⁴ The UFW formally intervened, but its representative waived her right to be present and did not attend the entire hearing. The general counsel and the respondent were present throughout, and all parties had an opportunity to present evidence and examine witnesses. Post-hearing briefs were filed by the general counsel and the respondent.

Based upon the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs, I make the following findings of fact and conclusions of law.

INTRODUCTION

Located in Tulare County fifteen miles from Porterville, Nash-De Camp Company cultivates grapes, primarily table grapes. It has 320 acres of producing vineyard, 320 acres of non-producing young vines, and 160 acres of open ground which it anticipates planting in May 1981. The company admits to being

²Although it denied the allegations in its answer, at the hearing the respondent stipulated that all charges were duly filed and served, and that Michael Anderson and Ricardo Bautista (but not Margarita Bautista) are supervisors within the meaning of section 1140. 4(j) of the Act. It also stipulated that all the alleged discriminatees are agricultural employees within the meaning of section 1140.

³The settled charges are Nos. 80-CE-186-D, 80-CE-187-D, 80-CE-189-D, 80-CE-190-D, 80-CE-191-D and 80-CE-227-D, relating to paragraphs 8, 10, 11, 12, 9 and 14-, respectively, of the complaint.

⁴See GCX 1-P, amending paragraph 7 of the complaint.

an agricultural employer within the meaning of section 1140.4(c) of the Act, and I so find.

The UFW conducted an organizing campaign during the fall 1980 harvest season. An election conducted September 25, 1980, resulted in a union victory, but objections to the election are pending and the union has not been certified. The respondent admits that the UFW is a labor organization within the meaning of section 1140.4(f), and I find accordingly.

Michael Anderson is the ranch manager and, as such, supervises all agricultural activities, including labor relations. The company representative most intimately involved in the events in question is Ricardo Bautista, a labor contractor and, subsequently, a company foreman. Under Anderson's direction he oversees all field work and hires all seasonal employees; he also supervises one crew of field workers himself. Both men are admitted to be supervisors within the meaning of section 1140.4(j) of the Act, and I so find.

Although the company denies the supervisory status of Margarita Bautista, Ricardo's wife, I find that she too is a supervisor within the meaning of the Act. Like her husband, she supervises a crew; during the harvest it numbers approximately forty. While she denied having the authority to hire or fire, she does assign workers to particular tasks, tell them where to work", and correct their work. During the 1980 harvest, in addition to receiving 50C an hour more than the other workers, she received a bonus for every box of grapes picked by the entire crew, while regular crew members received a bonus only for the grapes packed at their own table. It is also clear from their testimony that the workers perceive her position of authority as only slightly lower than her husband's. These factors substantiate her supervisory status.

The specific incidents which give rise to the allegations against the

company are: the failure to rehire Jose Luis Rodriguez on or about April 21, 1980; the termination of Emilio Carrillo and the rest of his crew on or about September 18, 1980; and the termination of Javier Alvarado on or about October 29, 1980.

THE FAILURE TO REHIRE JOSE LUIS RODRIGUEZ

The Facts. Jose Luis Zepeda Rodriguez was hired by Ricardo Bautista to work at Nash-De Camp during the 1978 and 1979 pruning seasons (November or December to February, roughly), but was not rehired when he applied for work in April 1980. The general counsel contends that the failure to rehire him was the result of his participation in protected activity.

Rodriguez testified that on one occasion during the 1979 pruning season he asked Bautista about toilet facilities and was told to use the field. Facilities were subsequently provided, and the rumor in the crew was that they had appeared because someone had reported the company. There is no further evidence concerning this incident.

In February 1980, after the pruning at Nash-De Camp, Rodriguez and other men from Nash-De Camp were employed by labor contractor Bautista at another ranch, operated by Walt Peters. There a dispute occurred about the rate of pay for tying vines, and Rodriguez was a spokesman for a group of workers who accused Bautista of renegeing on an earlier commitment. The group included Nash-De Camp seasonal employees Aurelio Guerrero, Francisco Navarrette and Jesus Barajas. The confrontation ended with the men returning to work still dissatisfied, and at the end of the workday they went first to the UFW's Delano headquarters and then to the Delano office of the ALRB to complain. The visit of the four named men to the ALRB is corroborated by the office's daily log and by testimony from the person working as receptionist that day, but there is no evidence that a

charge was filed or that Bautista or any employer was contacted by either the ALRB or the union.

When he reported for work the next day, Rodriguez testified, Bautista asked him whether he had gone to complain and he acknowledged that he had. This was contradicted by Bautista, who denied knowing that the workers had gone anyplace to complain, while confirming the fact of the dispute and Rodriguez's role as spokesman. Rodriguez—and the other men continued to work for Bautista at the Peters ranch until that job ended, without further repercussions.

The facts of Rodriguez's efforts to be rehired at Nash-De Camp are disputed. Rodriguez testified that having heard that suckering work was beginning, he went to the Nash-De Camp fields on April 15 and asked Bautista for work, but Bautista said no. He returned on the 16th or 17th and asked again; Bautista told him he could have work when the company needed more workers. Later in the day of this second attempt he filed a "complaint" with the ALRB. He came a third time about a week later, after receiving a message through a friend's son that someone from the ALRB had called to say that he should report for work. This time, when he told Bautista that he had been sent to report, Margarita Bautista replied that he should look for work at other companies, because Immigration was coming there.⁵ Ricardo Bautista, without saying more, challenged him to fight. Declining the challenge, Rodriguez left the field and did not return.

Ricardo Bautista, on the other hand, testified that when work resumed at Nash-De Camp he went by Rodriguez's home twice to tell him to report, but no one responded either time. Around the same time Francisco Navarrette and Jesus

⁵This testimony is neither corroborated nor contradicted: no one else mentioned Margarita Bautista's presence and, although she testified about other matters, she was not asked about this incident and did not deny making

the statement.

Barajas, whom he knew to be friends of Rodriguez, came to his house to ask about work. He told them to report the following day and asked about Rodriguez, but they said they had not seen him for a while. Rodriguez did not come to the field until April 21st. Bautista informed him that he could have a job but not just then, because the thirty workers authorized by Anderson had already been hired. Rodriguez returned on April 26th and again asked for work. When Bautista gave the same answer this time, Rodriguez responded with insults, repeatedly calling him "'cabron'" and "'change'" among other things. (Cabron is an obscenity, and chango, or monkey, was understood by Bautista to be a derogatory reference to his Filipino ancestry. Rodriguez admitted addressing Bautista as "changito," "little monkey," during their last encounter.) Rodriguez also said that Bautista should watch out, he was going to have to pay all that Rodriguez lost, and Rodriguez would "'get'" him downtown. After Rodriguez left, Bautista told other workers that he would not give Rodriguez work because of the way Rodriguez had treated him, referring to Rodriguez's lack of respect.

Other witnesses, all current Nash-De Camp employees, also gave conflicting testimony. Jesus Barajas, called in rebuttal by the general counsel, testified that when he and Francisco Navarrette went to Bautista's house to ask for work, he also asked about work for Rodriguez. Bautista replied that Rodriguez would be given work later. Barajas reported that he and Navarrette were taken to work on their first day by Rodriguez. At the field he heard Rodriguez ask why there was not work for him as well, and he heard Bautista reply that Rodriguez would have work later. He overheard a similar conversation between Rodriguez and Bautista again, on his second day of work. Navarrette was also within hearing distance on both occasions, according to Barajas. Company records show that Barajas and Navarrette both began work on April 16.

On the other hand, Francisco Navarrette, called by the respondent, corroborated Bautista. Navarrette reported that when he and Barajas went to Bautista's home, Bautista asked him if he had seen Rodriguez, and he replied that he had not. When testifying initially, Navarrette said that he did not recall with whom he and Barajas rode on their first day of work; when he was recalled after Barajas testified, however, Navarrette said that he now remembered that the two of them had ridden with another worker whom he knew only as Pedro, who is still employed by the company, and that he never rode with Rodriguez that season. (Company records show a Pedro Gutierres working then.) Denying that he overheard any conversations between Rodriguez and Bautista, Navarrette maintained that he did not see Rodriguez in the vicinity of the field until one to two weeks after beginning work. In April 1980 he and Barajas lived in a trailer on the same lot as the Rodriguez house, but at the time of the hearing Navarrette was renting a house from Bautista. Navarrette said that he had not heard about Barajas' testimony on the previous day, and when told what Barajas had related, he categorically denied Barajas' version of the events.

A third worker, Francisco Reyes Suarez, testified that beginning with his first day of work that April, he saw Rodriguez at the Nash-De Camp field on three consecutive days. (Reyes also began work on April 16, according to company records.) The first day he overheard a discussion between Bautista and Rodriguez. He did not remember it all, but he recalled hearing Bautista tell Rodriguez there was no work for him because the crew was full. When Rodriguez persisted Bautista became angry, and said that he was the contractor and would do as he wanted. Reyes did not see Rodriguez and Bautista speak to each other on the second day, but he did hear Bautista announce, apparently to the crew, that he no longer had work for Rodriguez because of problems with him before. Reyes had witnessed the

earlier dispute at the Peters ranch. The last time he saw Rodriguez at the field, Reyes did not see him speak to Bautista.

The time of Rodriguez's first appearance at the field is crucial, because around April 15-17, the dates he gave,⁶ work had just begun and Bautista was still hiring, but on the 21st, the date reported by Bautista, the crew was full. Anderson, the ranch manager, confirmed that he had authorized the hiring of approximately thirty workers to weed and sucker; company records show that the number of workers increased from six on April 15 to thirty-six on April 19, and then remained constant.

The charge filed by Rodriguez with the ALRB was executed by him on April 21, 1980, and in it that date is given as the approximate date of the failure to recall him. Andersen's uncontradicted testimony that he first received word of it ten to fourteen days after the crew began working (April 24th at the earliest), and that he did not discuss it with Bautista, is credible.⁷ There is no evidence of any other ALRB contact with the company. Rodriguez's hearsay testimony that someone from the ALRB left a message for him to report to work is uncorroborated.

Finding the evidentiary conflict virtually unresolvable, I am not persuaded that Rodriguez first applied for work before April 21st, while it was still available. Rodriguez, of course, has a substantial interest in the outcome,

⁶It is unlikely that Rodriguez first came to the field on the 15th: he said he came in response to word of suckering work, and suckering did not start until the 16th, the day most workers began. An error of one day is not significant, however.

⁷See GCX 1-A. The proof of service indicates that the charge was mailed on April 21, but it was not formally filed until April 22 and that is the more likely mailing date. It was sent to a company address in Visalia, not to the ranch outside Porterville.

Anderson also testified that he was unaware at the time of the earlier dispute at the Peters' ranch.

and his testimony is problematic for that reason. Bautista also has an interest in the outcome, and since I do not find him credible in other respects,⁸ I hesitate to credit his testimony here. Barajas, whose testimony generally supports Rodriguez, and Navarrette, who is supportive of Bautista, cannot both be telling the truth, but I am unable to resolve the conflict on the basis of demeanor. Other reasons suggest that Barajas should be credited: both still work for the company and Bautista, and Navarrette's testimony is favorable to their position while Barajas' is not; Navarrette might be biased because he is currently a tenant of Bautista's; an adverse inference could be drawn from the company's unexplained failure to produce the Pedro with whom Navarrette said he and Barajas rode to work; and Barajas' testimony about the date is corroborated by Francisco Reyes.

On the other hand, Reyes was initially uncertain about the date, and his testimony is contradictory in other respects. In addition to his report that Rodriguez was at the field on three consecutive days, contrary to Rodriguez's account, Reyes's version of the conversation between Rodriguez and Bautista on the first day is strikingly different from both Barajas' and Rodriguez's. Both of them related two brief and, at least on the surface, cordial discussions, while Reyes told of a lengthy conversation in which Bautista became angry. According to both Rodriguez' and Bautista, the only heated exchange occurred the last time Rodriguez came.

Finally, the charge Rodriguez filed is more consistent with Bautista's testimony than his own. It alleges a violation on the 21st, the same day it was executed and the date given by Bautista for Rodriguez's first visit. If field after the second visit Rodriguez reported, it should be dated around the 17th.

⁸See the following section.

Rodriguez's testimony about dates is further compromised by the unexplained absence of corroborative evidence for his statement that a message from the ALRB to report to work prompted his third visit to Nash-De Camp a week later.

Thus, the general counsel has not met its burden of proving by a preponderance of the evidence that Rodriguez initially applied for reemployment while Bautista was hiring. This conclusion necessarily undermines Rodriguez's credibility; hence, his unsubstantiated testimony is insufficient to support other factual findings. Consequently, I do not find that the day following the pay dispute at the Peters ranch, Bautista asked whether Rodriguez had gone to complain; or that on Rodriguez's last trip to Nash-De Camp, Bautista challenged him to a fight or Margarita Bautista advised him to look for work elsewhere because of an Immigration raid.

Analysis and Conclusions. The failure to rehire Rodriguez allegedly violates sections 1153(a), 1153(c) and 1153(d).⁹ Protected concerted activity may give rise to an 1153(c) violation even though no union activity is involved.

9 Section 1153 provides in part:

It shall be an unfair labor practice for an agricultural employer to any of the following:

(a) To interfere with, restrain, or coerce agricultural employees in the exercise of the rights guaranteed in Section 1152. [Section 1152 rights include "the right to self-organization, to form, join, or assist labor organizations, . . . and to engage in other concerted activities for the purpose of . . . mutual aid or protection"]

. . .

(c) By discrimination in regard to the hiring or tenure of employment, or any term or condition of employment, to encourage or discourage membership in any labor organization.

(d) To discharge or otherwise discriminate against an agricultural employee because he [sic] has filed charges or given testimony under [the Act].

See e.g., NLRB v. Erie Resistor Corp., 373 U.S. 221, 233, 53 LRRM 2121 (1963); but see Maggio-Tostado, Inc., 3 ALRB No. 33 (1977).

Some elements of a violation are present: Rodriguez was a spokesman in a pay dispute with Ricardo Bautista at the Peters ranch;¹⁰ and Bautista refused to rehire him two months later at Nash-De Camp. It is not established that work was available when Rodriguez first applied, however, and Rodriguez insulted and swore at Bautista in a subsequent encounter.¹¹ Furthermore, none of the other workers who participated in the earlier protest with Rodriguez reported any reprisals. In addition to Barajas and Navarrette, Aurelio Guerrero was rehired at Nash-De Camp. While the absence of retaliation against them could be explained by Rodriguez's having been singled out as the chief troublemaker, that explanation is not convincing when the other contradictions are considered.

On balance, the evidence, that Rodriguez's participation in protected concerted activity was the cause of the refusal to rehire him is inconclusive, and does not preponderate in his favor. Since the burden of producing evidence is the general counsel's, the violation is not established.

The causal nexus for a violation of 1153(c) because of union activity or support, or a violation of 1153(d), is even less certain. The day of the pay dispute at the Peters ranch Rodriguez and the others went to both the UFW and

¹⁰It is well settled that such activity is protected. See, e.g., Jack Bros. & McBurney, Inc., 6 ALRB No. 12 (1980), and cases cited therein.

In view of the above analysis, it is unnecessary to consider whether Rodriguez's earlier exchange with Bautista about the absence of toilet facilities is protected.

¹¹Abusive language by a worker is a valid reason for not rehiring the person. See Porter Berry Farms, 7 ALRB No. 1 (1981) (ALO decision).

the ALRB to complain,¹² but there is no convincing evidence that Bautista or anyone else connected with Nash-De Camp management learned of their complaints. No evidence indicates that either organization took any action that came to the attention of Bautista or the company, and Rodriguez's report of an inquiry by Bautista the following day is not reliable. The single visit to the union is the only reported manifestation of union support or activity on Rodriguez's part.

Rodriguez filed a formal charge with the ALRB in April. It is unclear whether the company learned of it before Bautista's and Rodriguez's last encounter, but in any event Anderson's testimony that he did not discuss it with Bautista is credited. Consequently, there is no evidence that Bautista knew of the charge when he refused to rehire Rodriguez.

The complaint alleges that Ricardo and Margarita Bautista threatened Rodriguez in violation of sections 1153(a) and 1153(d). The claimed threats purportedly occurred during Rodriguez's last trip to Nash-De Camp, and consist of Ricardo Bautista's challenge to fight and Margarita Bautista's statement that Rodriguez should look for work elsewhere because Immigration was coming to Nash-De Camp. Because the only evidence of both is Rodriguez's uncorroborated testimony, I have declined to find that they in fact occurred. Furthermore, even if they did occur, proof of a causal connection to protected activity is absent, for reasons already discussed.

Therefore, I conclude that none of the allegations concerning Jose Luis Rodriguez have been proved, and will recommend that they be dismissed.

¹²Although 1153(d) is literally confined to filing a charge or giving testimony (see note 9, above), under the liberal interpretation of the statute approved by the Board in *Bacchus Farms*, 4 ALRB No. 26 (1978), the contact with the ALRB is protected even though no charge was filed.

THE TERMINATION OF EMILIO CARRILLO AND HIS CREW

The Facts. Emilio Mendez Carrillo and the rest of the weeding crew worked at Nash-De Camp for less than three weeks before they were laid off on September 18, 1980, a week prior to the election. The crew was hired by Ricardo Bautista during the grape harvest to weed immature vineyards by hand, a task it did for about two weeks; it was then assigned to pull leaves off of vines. The harvest crews were also assigned to deleafing for several days, and when the de-leafing was completed, the weeding crew was laid off.

Carrillo and most of the weeding crew members had not previously worked at Nash-De Camp. About half of the crew (it totalled approximately fifteen) consisted of friends and acquaintances of Carrillo, who had been asking Bautista repeatedly for work; the other half were people contacted by Bautista. Bautista put Carrillo in charge: he was paid the same rate as the others, but under Bautista's direction he oversaw their work and did not do the same physical labor himself; he also reported attendance to Bautista and supplied water to the crew.

Implicitly acknowledging that the crew was initially hired solely for weeding, Carrillo testified that soon after he began he asked "Bautista about harvest work for five people—himself, his wife, his friends Ruben Mendoza and Alejandro Rodriguez, and Rodriguez's wife—and Bautista said he would put in a table for them. (Harvest crews work in units of three to five people: one person packs grape's at a table or trailer while the rest pick. Mendoza and Rodriguez were part of the weeding crew, but the women did not work at Nash-De Camp.) Carrillo also testified that as the weeding was ending he was told by Bautista there would be one month's deleafing work, but that the assignment of the harvest crews caused the deleafing to be completed sooner.

The implication of Carrillo's testimony is that the crew was terminated

because Bautista discovered that Carrillo was a union supporter. According to Carrillo, one time during the deleafing Bautista promised him \$20 and year-round work if he would help convince the workers not to sign for the union. Two days before the crew was permanently laid off (they did not work the intervening day because the field had been treated with a pesticide), Bautista urged them to leave work fifteen minutes early to avoid union organizers he thought were coming to speak to them. Another time, Margarita Bautista assured Carrillo of work if he would help Ricardo with the people so they would not sign. Finally, during the morning of the crew's last day, Bautista, having discovered that Carrillo had urged the crew to sign for the union, accused Carrillo of betraying him. He asked Carrillo if he had signed, and Carrillo confirmed that he had. At the end of the day Bautista announced that there was no more work for Carrillo's crew and that the two harvest crews would resume picking the following Monday.

Ruben Mendoza Magana corroborated Castillo's testimony in part. Mendoza (who had been hired for the weeding crew through Carrillo) testified that he had been told by Carrillo that Bautista had said he would put them in a harvest crew. Mendoza also reported that he overheard Bautista offer Carrillo \$20 to help keep the people from signing union cards, and he overheard Margarita Bautista ask Carrillo to help Ricardo so that the people did not sign.

The company claims that knowledge of Carrillo's union support had nothing to do with the termination of him and his crew. Denying all of the specifics of Carrillo's accusations, Ricardo Bautista testified that his only discussion with Carrillo about union-related matters occurred one time when, seeing people outside the field, Carrillo told him that the people were union organizers and were not supposed to be in the field during working time. He also testified that a few days before the crew was laid off, another worker, Ernesto Saldivar,

reported hearing from workers in the crew that Carrillo was signing union authorization cards for those who did not know how to write, and was telling them that the cards were for insurance, social security, and more work. Bautista responded that if that was what they wanted, it was all right, but he later relayed Saldivar's report to ranch manager Anderson. Despite the information imparted by Saldivar, Bautista also testified that he did not know at the time of the layoff that Carrillo was a union supporter. Bautista confirmed that Carrillo had asked about harvest work for himself and others, but said he had replied only that they could have work if there was room.

Bautista portrayed himself as neutral about unionization and almost totally ignorant of the union campaign at Nash-De Camp. He testified that whether the union came or not made no difference to him, and he did not know whether it was good for him as a labor contractor. He never saw a union authorization card and did not know what it was, nor did he know that a certain number was needed to get an election. When asked if he knew that a campaign was occurring he replied that he had been told by Anderson that organizers could come onto the property at certain times and that occasionally he saw them there. Although he admitted being told by Margarita that her prior experience with the union was bad, he did not otherwise remember speaking with her about it.

Bautista's know-nothing attitude about the union, like his denial of knowledge that Carrillo was a union supporter, is inherently implausible. It is also contradicted by other witnesses in addition to Carrillo. One worker,

¹³ Ernest Saldivar confirmed that he made such a report to Bautista, and I so find. However, Saldivar's testimony about his actual conversations with crew members (or conversation—at first he said that going from row to row he spoke to about four workers; then he said that with Carrillo's permission and in his presence he spoke to the entire crew at once) is totally unconvincing and does not provide a reliable basis for determining what was told him, much less what in fact occurred within the crew.

Amelia Cadena, testified that on two separate occasions Bautista asked her whether she was organizing other workers. Anna Maria Alvarado testified that one evening when there was to be a meeting of union supporters at her house, Bautista telephoned for someone who was not there, and then asked her if people from the union had arrived yet. He went on to name others who were expected to attend and urged her not to support the union. Her husband, Aurelio Alvarado Jimenez, testified that the following day Bautista asked him whether there had been a meeting at his house. Sergio Arellano, a checker in Bautista's crew, testified that he frequently heard Bautista say he did not want a union and that work would run out if the union was there. I find these witnesses credible, despite Bautista's denials. Finally, Anderson candidly admitted that Ricardo Bautista, as well as Margarita Bautista and he himself, opposed the union.

Because Bautista was less than candid about his own opposition to or knowledge of the union campaign, his denial of any attempt to enlist Carrillo's aid in anti-union activity is not trustworthy. On the other hand, I find Carrillo to be generally credible, and his testimony is corroborated in part. I therefore find that Bautista did offer Carrillo money and otherwise solicit his aid in discouraging others from supporting the union, and did, after learning of his union support, confront him with his "betrayal." Despite her denial, I also find that Margarita Bautista asked Carrillo to help Ricardo prevent others from supporting the union.¹⁴

Although Anderson made his union opposition known in several

¹⁴I find it unnecessary to consider in detail evidence of anti-union animus on the part of Margarita Bautista, who is only indirectly involved in the events under consideration. I note, however, that in an anti-union speech made on her own initiative to her crew, even as reported by herself she said, in effect, that if the union prevailed there would be less work. See RT V:12-13. Such a statement is reasonably understood as a threat of loss of employment for supporting the union and in the absence of evidence of an objective basis in fact, is not protected by section 1155. See, e.g., Frank Lucich Co., Inc., 4- ALRB No. 89 (1978) Akitomo Nursery, 3 ALRB No. 73 (1977)

(ALO).

speeches, there is remarkably little evidence of unlawful hostility on his part.¹⁵

The only direct evidence of possible coercion or intimidation by him is one accusation of an unlawful threat. While congratulating union supporters on their victory the day after the election, he reportedly told a prominent employee-organizer that she could now leave to organize another ranch. He denied making the statement. Assuming it was made, I find that considered in context it was reasonably understood as a rueful acknowledgment of .her prowess as an organizer, not a threat to her job.

Anderson's testimony about the employment of the weeding crew and the unavailability of work in the harvest crews is uncontradicted. He testified that in both 1979 and 1980 he employed a crew solely for the task of weeding, with no intention of its remaining beyond that job. In 1979 the crew was laid off after the weeding, but in 1980 it was retained for deleafing because the unusually heavy harvest made the picking crews, which usually did deleafing in intervals between the ripening of particular grape varieties, unavailable until a later date. When Bautista relayed Saldivar's report about the signing of authorization cards in Carrillo's crew, Anderson discussed the situation with counsel and decided to persevere in his decision to terminate the crew when the deleafing was completed. One harvest worker confirmed that the picking was temporarily completed when she was assigned to deleafing, and another said that her crew' was laid off for a few days after deleafing, thereby corroborating the completion of that job.

Regarding any promise by Bautista of harvest work, Anderson testified that he would not necessarily be aware of Bautista's hiring commitments, but as

¹⁵The expression of anti-union views does not in itself constitute evidence of an unfair labor practice, in the absence of threats of reprisals or promises of benefits. See S 1155.

a rule all harvest workers were hired before the harvest began, the only subsequent hiring was to accommodate former employees who returned late, and Bautista had to clear any additions with him. In 1980 there were not enough trailers to accommodate all returning harvest workers, according to Anderson. With the exception of two former employees, there is no evidence that anyone was added to the harvest crews.

Analysis and Conclusions. A prima facie case of discrimination in violation of sections 1153(c) and 1153(a) is made out.¹⁶ The weeding crew was laid off one week prior to the election, soon after Mike Anderson and Ricardo Bautista learned that Emilio Carrillo supported the union and others in the crew had signed authorization cards. Anti-union animus attributable to the respondent is also evident on the part of Bautista, an admitted supervisor. Bautista interrogated Carrillo and other workers about their union support; he let it be known that he knew when and where union meetings were held, and who attended them, thus giving the impression of surveillance; and he offered Carrillo money and solicited his aid to discourage others from supporting the union. Under such circumstances a discriminatory motive may be inferred.¹⁷

¹⁶If a supervisor within the meaning of section 1140.4(j) of the Act, Carrillo is not protected by section 1153(c). See, e.g., *M. Caratan, Inc.*, 4 ALRB No. 83 (1978). However, I conclude that he was not a supervisor, even though he was in charge and did not do the same work as the other crew members. It is unlikely that a field worker new- to the company would be given authority requiring the use of independent judgment. There is no evidence that Carrillo was authorized to hire, terminate, transfer or discipline other workers, or effectively to recommend such action. The weeding crew had approximately fifteen members, while the harvest crews supervised by the Bautistas each numbered around forty. Finally, unlike Margarita Bautista, Carrillo was paid at the same rate as the other crew members.

¹⁷See, e.g., *Tex-Cal Land Management, Inc.*, 3 ALRB No. 14 (1977), enforced, 24 Cal. 3d 335 (1979). Contrary to the respondent's contention, evidence of anti-union animus need not be directly connected to the discriminatory conduct in question.

No independent violations of section 1153(a) are found because (Continued)

However, there is credible evidence that the decision to lay off the crew was made before the company had any knowledge of union activity among its members-, and the layoff therefore would have occurred in any event. The crew was hired for the specific task of weeding, as had been done in the past; its tenure was extended because, due to a heavy harvest, the harvest crews were not available for deleafing as usual. "Nothing indicates that the laid off workers were replaced. I conclude that the prima facie case is refuted by the evidence of a legitimate business justification; consequently, the layoff does not violate sections 1153(c) or 1153(a).

Although not alleged in the complaint, the claimed promise of harvest work for Carrillo, his wife, and his friends is considered as a possible violation of 1153(c) and (a) because it is closely related to the layoff allegation and was fully litigated without objection. See, e.g., Prohoroff Poultry Farms, 3 ALRB No. 87 (1977) affirmed, 107 Cal. App. 3d 622 (1980) (remanded on other grounds); Anderson Farms Co., 3 ALRB No. 67 (1977). Whether Bautista definitely assured Carrillo of picking work is not clear: it may be that Carrillo, because of his desire for the job, understood Bautista to make a firm commitment where none was intended. In any event, no violation is found because work for new employees in the harvest crews was shown to be unavailable.

THE TERMINATION OF JAVIER ALVARADO

The Facts. There is little dispute about the facts concerning Javier

(Note 17 cont'd) these acts by Bautista are not alleged as violations in the complaint and because, in response to respondent's objections at the hearing, the general counsel's representative asserted that they were introduced merely as evidence of animus. The respondent thus did not have notice that the incidents might be considered as violations and neither party briefed them as possible violations. See Pleasant Valley Vegetable Co-op, U ALRB No. 11 (1978).

Alvarado, a harvest worker who left work early one day and was told by Anderson the next day that he could not return. Around noon on October 28, 1980, the last day he worked, Alvarado told Sergio Arellano, a checker in Ricardo Bautista's crew, that he was leaving early because he was not feeling well; he asked Arellano to tell Bautista. Bautista was in the vicinity at the time and was seen by Alvarado before he left the field, but Alvarado did not speak to him directly. Bautista saw Alvarado leave shortly before Arellano delivered his message. According to Arellano, Bautista was angry. Soon thereafter, Bautista told Anderson that Alvarado had left early without getting his permission. Bautista did not ask Anderson to take any particular action, but the next morning Anderson told Alvarado that because he had left without notifying Bautista, he had quit and could not return. Without mentioning that he had been ill, Alvarado explained that he had notified the checker. Anderson responded that the checker had no authority and Alvarado could have told Bautista, who was right there. Apart from his own assertion, there is no evidence that Alvarado was in fact ill that day.

Several other times during the harvest Alvarado had left work early, most often to go to the doctor with his pregnant wife. (She also worked there, but her pregnancy caused her to leave her job a few weeks before her husband's termination.) On at least two occasions Alvarado had told Bautista directly that he was leaving; he testified that one time he had asked another checker to tell Bautista, and three times he had asked Arellano. Arellano confirmed that at least one other time he had informed Bautista of Alvarado's early departure.

Bautista testified that he did not care what reason people had for leaving before the end of the workday, as long as they told him they were leaving. He was not asked and did not deny that at times messages about early departures, Alvarado's or others', were relayed to him through other workers. Alvarado had

never been told that he was leaving early too many times or that he had to notify Bautista directly. Bautista had the authority to authorize absences, and Anderson would not necessarily know that someone left early unless Bautista told him. Anderson testified that if someone left without informing Bautista, Bautista normally would tell him, but he gave no specifics about other instances when this had occurred.

Regarding union activity, Alvarado testified that he was a union supporter and had attended meetings three times, including twice at his parents' house. His parents are Anna Maria Alvarado and Aurelio Alvarado Jimenez, whose exchanges with Bautista about the union meetings at their house have already been related. Javier Alvarado testified that after one of those meetings Bautista asked him what had been discussed. I find that this occurred, despite Bautista's denial. There is no other evidence of company knowledge of Alvarado's union support,¹⁸ and Anderson specifically denied having any such knowledge.

There is evidence that at the time of Alvarado's termination he and Bautista were angry with each other because of another incident. A few weeks earlier Alvarado complained to Bautista that he, Alvarado, and his wife had been underpaid a total of \$8 for their work for the previous two weeks. Bautista responded that since it was worktime, it was not the time to discuss the matter; he would check his books and talk to Alvarado at the lunch break. Alvarado also testified that Bautista said he would not make any correction for the first of the two weeks because Alvarado had taken too long to report the mistake. As

¹⁸ Alvarado also testified that on several occasions he spoke to and received leaflets from union organizers in the fields, but he also said that Ricardo Bautista, the only management representative whose presence he mentioned, was far away. Thus, the evidence is insufficient to find that this conduct was observed.

Alvarado was telling his wife what had occurred, Bautista overheard Alvarado, referring to Bautista's refusal to correct any mistake for the first week, say that Bautista was getting rich by pocketing the workers' money. Telling Alvarado not to accuse him of stealing, Bautista threw down a \$20 bill. Alvarado replied that he did not have change and that Bautista should check his books first. A co-worker provided change for the bill, and Alvarado was given the \$8. Bautista testified that a subsequent check of his records indicated there had been no shortage, while Alvarado maintained that he kept his own records which showed that there had been. This contradiction is unresolved. Arellano, the checker, confirmed that the two men were still angry about this dispute at the time of Alvarado's termination.

There is also convincing evidence that Alvarado and the woman who had replaced his wife as packer were displeased with each other. He had complained that she was lazy and did not work fast enough, and she had complained that he did not adequately clean the grapes he picked, leaving her with more work. There is no evidence that their feud had particularly flared on Alvarado's last day of work.

Analysis and Conclusions. Contrary to the respondent's position, Alvarado did not quit voluntarily, but was fired by Anderson for leaving work without first telling Bautista. Uncontradicted evidence establishes that Alvarado had given someone else a message for Bautista on other occasions, and had never been warned that he must advise Bautista directly. Nonetheless, on this occasion Bautista reported to Anderson that Alvarado had left early without notifying him. In its brief the respondent argues that since no evidence supports Alvarado's asserted reason for leaving early, illness, he may have left because he had an argument with the packer. However, the legitimacy of Alvarado's reason for

leaving is not relevant in view of Bautista's testimony that he did not care why workers left as long as they told him.¹⁹

Since Bautista had the authority, to approve absences on his own without telling Anderson, it is reasonable to infer that he knew his report would provoke Alvarado's discharge or some other disciplinary action. The question of his motive for making-the report thus arises. Although Bautista's anti-union animus and knowledge of Alvarado's union support are established,²⁰ that explanation is not convincing. Alvarado's union support was not particularly noteworthy, no overt reprisals were made against more prominent supporters, and no action was taken against him until a month after the election.

The only persuasive explanation for Bautista's action lies in the earlier confrontation over Alvarado's claim that he and his wife had been underpaid. Understandably³ perhaps, Bautista was angered by the overheard comment that he was lining his pocket at the workers' expense. Nevertheless, regardless of the merits, Alvarado's complaint and his discussion with his wife are protected concerted activity: he was acting on his wife's behalf as well as his own, and his disparaging comment was directly related to that activity. See, e.g., NLRB v. Washington Aluminum Co., 370 U.S. 9, 16, 50 LRRM 2235 (1962); Roanoke Hospital, 220 NLRB No. 50, 90 LRRM 1440 (1975), enforced, 538 F.2d 607, 92 LRRM 3158 (4th C. 1976); Jack Bros. & McBurney, Inc., 6 ALRB No. 12 (1980) (ALOD at 12-14, and cases cited therein). Since concerted activity protected by section

¹⁹ Respondent's counsel agreed with this position at the hearing, see RT VI: 71, and the general counsel's representative may well have relied upon his agreement.

²⁰ Counsel contends that the respondent had no knowledge of Alvarado's union support. Bautista knew that union meetings were held at the home of Alvarado's parents' home and asked Alvarado what had occurred at one of them-- sufficient basis for inferring that he knew Alvarado was a union supporter. His knowledge is imputed to the respondent.

Regarding Bautista's anti-union animus, see above discussion of the

termination of Emilio Carrillo.

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1152 provoked Bautista's report to Anderson and Alvarado's subsequent discharge, the termination violates sections 1153(a) and 1153(c).

THE REMEDY

Having found that the discharge of Javier Alvarado violated sections 1153(a) and 1153(c) of the Act, in addition to the usual cease and desist order, I shall recommend that Alvarado be offered reinstatement and made whole for any economic losses suffered as a result. Since other workers were aware of Alvarado's protected activity and subsequent discharge, the customary notice provisions--posting, mailing and reading--are also appropriate. The cases concerning the settled charges should be severed and the remaining unproved allegations in the complaint should be dismissed. See Sam Andrews' Sons, 6 ALRB No. 44 (1980).

Accordingly, pursuant to section 1160.3 of the Act, I recommend the following:

ORDER

Respondent NASH-DE CAMP COMPANY, its officers, agents, successors and assigns, shall:

1. Cease and desist from discharging any employee for engaging in protected concerted activity, or in any like or related manner interfering with, restraining, or coercing employees in the exercise of rights guaranteed by section 1152 of the Act.

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

a. Immediately offer Javier Alvarado reinstatement to his former position or a substantially equivalent position, without prejudice to seniority or other rights and privileges to which he is entitled, and make him whole for any loss of pay and other economic losses he has suffered as a result of Respondent 's discharge, plus interest thereon;

b. Preserve and, upon request, make available to agents of this Board, for examination and copying, all pay-roll and other records relevant and necessary to an analysis of the backpay and reinstatement rights due under the terms of this order;

c. Immediately sign the attached Notice to Employees and,, upon its translation by a Board agent- into the appropriate languages, reproduce sufficient copies in all languages for the purposes set forth hereinafter;

•d. Post copies of the attached Notice in all languages for 60 consecutive days in conspicuous places on its premises, the time and places of posting to be determined by the Regional Director, and exercise due care to replace any Notice which is altered, defaced, covered, or removed;

e. Within 30 days of the date of issuance of this order, mail copies of the attached Notice in all languages to all employees employed at any time during the last week of October 1980;


f. Arrange for a representative of Respondent or a Board agent to distribute and read the attached Notice, in all languages, to its employees assembled on company time and property, at times and places to be determined by the Regional Director; following each reading a 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 employee rights under the Act; the Regional Director shall determine a reasonable rate of compensation to be paid by Respondent to all employees whose compensation is determined in whole or in part by a bonus or piece rate, to compensate them for time lost at this reading and question-and-answer period;

g. Notify the Regional Director in writing, within 30 days of the date of issuance of this order, of the steps taken to comply with it, and

continue to make periodic reports as requested by the Regional Director until full compliance is achieved.

IT IS FURTHER-ORDERED that Case Nos. 80-CE-186-D, 80-CE-187-D, 80-CE-189-D, 80-CE-190-D, 80-CE-191-D and 80-CE-227-D be, and they hereby are, severed; and that Case Nos. 80-CE-56-D and 80-CE-162-D be, and they hereby are, dismissed.

Dated: 14 May 1981



Jennie Rhine
Administrative Law Officer

NOTICE TO EMPLOYEES

After charges were made against us by the United Farm Workers of America, AFL-CIO, and a hearing was held where each side had a chance to present evidence, the Agricultural Labor Relations Board has found that we interfered with the rights of our workers by firing Javier Alvarado. The Board has ordered us to distribute and post this Notice, and do the things listed below.

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 to choose a union or 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 one another; and
5. To decide not to do any of these things :

Because you have these rights, we promise you 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.

In particular:

WE WILL NOT fire any worker because that person has done any of the things listed above;

WE WILL offer Javier Alvarado his old job back, and we will pay him any money he lost because we fired him, plus interest.

If you have any questions about this notice or your rights as farm workers, you may contact any office of the Agricultural Labor Relations Board. One is located at 627 Main Street, Delano, California 93215, telephone (805) 725-5770.

Dated:

NASH-DE CAMP COMPANY

By:

(Representative) (Title)

THIS IS AN OFFICIAL NOTICE OF THE AGRICULTURAL LABOR RELATIONS BOARD OF THE STATE OF CALIFORNIA, AND IS NOT TO BE REMOVED, DISFIGURED OR DEFACED IN ANY WAY.