Riverside, California

STATE OF CALIFORNIA

AGRICULTURAL LABOR RELATIONS BOARD

E. T. WALL COMPANY, Respondent, and UNITED FARM WORKERS OF AMERICA, AFL-CIO, Charging Party.	)	Case No. 81-CE-47-EC 8 ALRB No. 80

DECISION AND ORDER

On December 1, 1981, Administrative Law Officer (ALO) Robert LeProhn issued his attached Decision in this proceeding. Thereafter, E. T. Wall Company (Respondent) and General Counsel each timely filed exceptions to the ALO's Decision and an accompanying brief. General Counsel timely filed a brief in response to Respondent's exceptions.

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

The Board has considered the ALO's Decision in light of the exceptions and briefs[2/] of the parties and has decided to

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[1/] Unless otherwise stated, all section references are to the California Labor Code.

[2/] Portions of the General Counsel's reply brief were rejected as not in compliance with our regulations. (See 8 Cal. Admin. Code § 20282(a)(2).) Accordingly, those portions have not been considered in reaching our Decision.

affirm the rulings, findings, and conclusions of the ALO and to adopt his recommended remedial Order, as modified herein.

Respondent excepts to the ALO's failure to apply 0. P. Murphy Produce Co., Inc. (Dec. 27, 1978) 4 ALRB No. 106, and the standards set forth therein for non-employee post-certification access. Respondent's reliance on those standards is misplaced, because they apply to non-employee access, not to off-duty-employee access. In the absence of evidence that Respondent promulgated a rule governing the access of off-duty employees to other employees in nonworking areas, in conformity with the guidelines set forth in Tri-County Medical Center (1976) 222 NLRB 1089 [91 LRRM 1323], the ALO's conclusion that Respondent, by causing the arrest of off-duty employees for trespass, violated section 1153(a) of the Agricultural Labor Relations Act (ALRA or Act) is warranted. We affirm that conclusion.

In view of our conclusion that the arrests for trespass violated the Act, Respondent's exception to the ALO's order of reimbursement for the defense costs incurred by the discriminatees is not persuasive. Applicable National Labor Relations Act (NLRA) precedents are binding on this Board. (See § 1148.) NLRA precedents clearly warrant the remedies recommended by the ALO, including reimbursement of defense costs and attorney's fees coupled with an order directing Respondent to petition the Municipal Court and the District Attorney to drop the trespass charges. (Baptist Memorial Hospital (1977) 229 NLRB 45 [95 LRRM 1043]; Clark Manor Nursing Home Corp. (1981) 254 NLRB 455 [106 LRRM 1231] enforced in relevant part (1st Cir. 1982) 671 F.2d 657

[109 LRRM 3151]; Medical Center Hospitals (1979) 244 NLRB 742 [102 LRRM 1105] enforced (4th cir. 1980) 626 F.2d 862 [106 LRRM 2546].)

In the seminal case of Baptist Memorial Hospital, supra, 229 NLRB 45, an employee was arrested and charged with disorderly conduct based on his handbilling in the lobby of the employer's hospital during his lunch break. In holding the employer liable for legal expenses incurred by the employee as a result of his arrest and conviction, the National Labor Relations Board (NLRB) observed:

> [The employee's] arrest and conviction stemmed solely from Respondent's persistent effort to maintain and enforce its unlawful policies .... It follows from this that legal expenses and fees which have been or will be incurred by [the employee] in connection with this incident are directly the result of Respondent's unlawful policies and conduct. Only by requiring Respondent to reimburse [the employee] for these costs will we succeed in making [the employee] whole and in fulfilling our obligation to remove, as far as possible, the effects of Respondent's unfair labor practices.
>
> We shall also require Respondent to rectify the effects of its unlawful conduct by joining with [the employee] in petitioning [the Court and Police Department] to expunge any record of [the employee's] arrest and conviction. We have long held that an employee who is the victim of unfair labor practices is entitled to have all adverse reports of disciplinary warnings connected therewith removed from his personnel file. Such a remedy recognizes that the existence of an adverse report or disciplinary warnings will not only imperil the employee's prospect for advancement with his current employer but may also be the basis for a negative recommendation if he seeks other employment. (Id., p. 46, footnotes omitted.)

The issue raised by the remedial award of attorney's fees to deter frivolous litigation is extensively discussed in Neuman Seed Company (Oct. 27, 1981) 7 ALRB No. 35; V. B. Zaninovich (Oct. 5, 1982) 8 ALRB No. 71; and Tiidee Products, Inc. (1972)

194 NLRB 1234 [79 LRRM 115]. Since we here order reimbursement to the discriminatees of the legal expenses which but for Respondent's unfair labor practices they would not have incurred, it suffices to note that the general rule in California that attorney's fees are not recoverable unless specifically provided for by statute does not apply when the fees constitute the damages caused by the forbidden act. (Isthmian Lines, Inc. v. Schirmer Stevedoring Co. (1967) 255 Cal.App.2d 607 [63 Cal.Rptr. 458]; Peebler v. Olds (1945) 71 Cal.App.2d 382 [162 P.2d 953].)

Accordingly, we affirm the Decision of the ALO, dismissing the allegation of an unlawful threat to call the Immigration and Naturalization Service as unproven. We modify the ALO's proposed remedial Order to provide for a reading of the attached Notice to the assembled employees as a necessary remedy for Respondent's violations of the Act. (Jasmine Vineyards, Inc. (Apr. 3, 1980) 6 ALRB No. 17.)

ORDER

By authority of section 1160.3 of the Agricultural Labor Relations Act, the Agricultural Labor Relations Board hereby orders that Respondent E. T. Wall Company, its officers, agents, successors, and assigns shall:

1. Cease and desist from:

(a) Threatening or effectuating the arrest of any agricultural employee(s) for meeting on Respondent's premises with fellow employees during nonworking time in nonworking areas because of their union activity or other concerted activity protected by section 1152 of the Act.

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

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

(a) Reimburse employee Jesus Valladares Tovar for all costs and expenses incurred by him as the result of Respondent's having caused his car to be towed away from Respondent's premises.

(b) Make whole the following-named employees for all losses of pay, legal expenses, and other economic losses they have suffered as the result of having to appear in Court to defend against criminal charges based upon their protected concerted activity of April 15, 1981, the reimbursement amounts to be determined in accordance with established Board precedents, plus interest on such amounts computed in accordance with our Decision and Order in Lu-Ette Farms, Inc. (Aug. 18, 1982) 8 ALRB No. 55:

Carlos Dias	Jesus Valladares Tovar
Jaime Lua	Bernardo Valladares
Jose Luis Lua	Delores Magana Valladares
Nabor Lua	Jesus Homero Valladares
Jose Osequera	Ponciano Valladares
Miguel Quintero	

(c) Upon request of any or all of the employees named in paragraph 2(b) above, join in a petition to the District Attorney of Riverside County and to the Municipal Court to dismiss the trespass charges against those employees arrested for engaging in protected activity on April 15, 1981, and to expunge said

charges from their records.

(d) Preserve and, upon request, make available to this Board and its agents, for examination, photocopying, and otherwise copying, all payroll records and reports, and all other records relevant and necessary to a determination, by the Regional Director, of the backpay periods and the amounts of backpay and interest due under the terms of this Order.

(e) Sign the Notice to Agricultural Employees attached hereto and, after its translation by a Board agent into all appropriate languages, reproduce sufficient copies in each language for the purposes set forth hereinafter.

(f) 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 1981-82 Coachella grapefruit harvest.

(g) Post copies of the attached Notice, in all appropriate languages, for 60 days in conspicuous places on its property, the period(s) 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.

(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 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 management, to answer

any questions the employees may have concerning the Notice and/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 to compensate them for time lost at this reading and during the question-and-answer period.

(i) 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: October 27, 1982

HERBERT A. PERRY, Acting Chairman

ALFRED H. SONG, Member

JEROME R. WALDIE, Member

NOTICE TO AGRICULTURAL EMPLOYEES

After investigating charges that were filed in the El Centro 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 both sides had an opportunity to present evidence, the Board found that we did violate the law by having our employees arrested. 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 other farm workers in California 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 about 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 and protect one another; and
6. To decide not to do any of these things.

Because it is true that you have these rights, we promise that:

WE WILL NOT do anything in the future that forces you to do, o: stops you from doing any of the things listed above.

Especially:

WE WILL MOT cause the arrest, or threaten the arrest, of any off-duty employee(s) for coming on our property to meet with other employees during nonworking time in a nonworking area.

WE WILL reimburse the following-named employees for all losses of pay, legal fees, and other economic losses they incurred in connection with or as a result of their being arrested on April 15, 1981, plus interest:

Carlos Dias
Jaime Lua
Jose Luis Lua
Nabor Lua
Jose Osquera
Miguel Quintero
Jesus Valladares Tovar
Bernardo Valladares
0Delores Magana Valladares
Jesus Homero Valladares
Ponciano Valladares

WE WILL reimburse Jesus Valladares Tovar for all costs and expenses he incurred as a result of our having his car towed

away from our premises on April 15, 1981.

Dated: E. T. WALL COMPANY

By: _____

(Representative) (Title)

If you have a question about your rights as farm workers or about this Notice, you may contact any office of the Agricultural Labor Relations Board. One office is located at 319 Waterman Avenue, El Centro, California 92243. The telephone number is 714/353-2130.

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

E. T. Wall Company

8 ALRB No. 80
Case No. 81-CE-47-EC

ALO DECISION

On April 15, 1980, one of Respondent's two grapefruit harvesting crews, after completing their work for the day, drove to where the members of the other grapefruit harvesting crew were having their lunch break to discuss the progress of contract negotiations between Respondent and the UFW. Respondent's field superintendent, LuVerne Peterson, and a Riverside County deputy sheriff ordered the off-duty employees to leave. Subsequently, some of those workers were arrested for trespass and one employee's car was towed away. Misdemeanor proceedings were thereafter stayed pending the resolution of the related unfair-labor-practice charges filed against Respondent by the UFW.

The ALO found that the non-employee post-certification access rule set forth in 0. P. Murphy Produce Co., Inc. (Dec. 27, 1978) 4 ALRB No. 106, does not apply to off-duty employee access. He concluded that, absent a valid no-solicitation rule pertaining to off-duty employee access, Respondent's causing the arrest of the off-duty workers violated section 1153(a) of the Act. He ordered, besides the standard remedial provisions, that Respondent reimburse the arrested employees for any costs incurred, including attorney fees, in defending the arrest charges and that Respondent, upon request, petition the Court and the District Attorney to withdraw those charges.

BOARD DECISION

The Board affirmed the findings, rulings, and conclusions of the ALO and modified his remedy to include a reading of a notice to the assembled workers. The Board noted that the award of attorney's fees that were incurred as a direct result of Respondent's unlawful behavior does not present any of the matters raised in V. B. Zaninovich (Oct. 5, 1982) 8 ALRB No. 71.

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STATE OF CALIFORNIA

AGRICULTURAL LABOR RELATIONS BOARD

In the Matter of:	)	
	)	
E. T. WALL COMPANY,	)	Case No. 81-CE-47-EC
	)	
Respondent,	)	
	)	
and	)	
	)	
UNITED FARM WORKERS OF AMERICA AFL-CIO,	)	
	)	
	)	
Charging Party.	)	

Appearances are as follows:

Christine Bleuler, Esq.
of Sacramento, California,
for General Counsel

Patricia Rynn, Esq.
of Newport Beach, California,
for Respondent

Frederico G. Chavez
of Keene, California,
for Charging Party

DECISION OF THE ADMINISTRATIVE LAW OFFICER

STATEMENT OF THE CASE

Robert Le Prohn, Administrative Law Officer: This matter was heard before me on October 8 and 9, 1981, in Coachella, California. Complaint issued July 9, 1981, alleging that Respondent, E. T. Wall Company, violated Lab. C. §§1153(a), 1153(c) and 1153(e). The Complaint rested upon Charges filed by the United Farm Workers of America, AFL-CIO (UFW) in Cases No. 81-CE-47-EC and 81-CE-53-EC. Said charges were filed on April 20 and May 19, 1981, respectively. The complaint and the charges were duly served upon Respondent.

On September 24, 1981, Regional Director Arizmendi consented to the withdrawal of the charge in Case No. 31-CE-53-EC, and on September 25, 1981, a First Amended Complaint issued in Case Mo. 31-CE-47-EC alleging violations of §1153 (a) of the Act on April 15 and April 17, 1981.[1/]

On July 17, 1981, Respondent filed a timely Answer to the complaint.[2/]

The UFW, as Charging Party, moved to intervene in the proceedings. Its motion was granted.

[1/] The First Amended Complaint is hereafter referred to as the complaint.

[2/] Pursuant to 8 Cal. Admin. Code §20230 an amended complaint filed after an answer is filed is deemed denied except as to matters which were admitted in the answer and which have not been changed in the amended complaint.

All parties were given full opportunity to participate in the hearing; after the close of the hearing Respondent and General Counsel each filed a brief in support of its position.

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

FINDINGS OF FACT

I. JURISDICTION

E. T. Wall company is engaged in the harvesting, packing and marketing of citrus fruit in Riverside County, California. It is engaged in agriculture and is an agricultural employer within the meaning of Lab. Code §§1140.4(a) and 1140.4(c).

The UFW is an organization in which agricultural employees participate. It represents those employees for purposes of collective bargaining, and it deals with agricultural employers concerning grievances, wages, hours of employment and conditions of work for agricultural employees. The UFW is a labor organization within the meaning of Section 1140.4(f) of the Act.

II. BARGAINING HISTORY

The UFW was certified as bargaining representative for Respondent's agricultural employees in the Coachella Valley on April 3, 1978. Thereafter the parties entered into a collective bargaining agreement having an effective date of July 15, 1978 and an expiration date of September 1, 1980.

Having failed to reach agreement on a new contract by September 1, 1980, the parties extended the contract on a day-to-day basis and continued negotiations. As of the date of hearing, the parties had not reached agreement on a new contract.

III. THE ALLEGED UNFAIR PRACTICES

At issue are three counts alleging violations of §1153(a): (1) causing the arrest of eleven employees who were engaged in protected concerted activity, i.e. attempts to communicate with fellow employees during non-work time regarding the progress of negotiations and other matters of mutual employee concern; (2) threats to call the Immigration and Naturalization Service (INS) directed toward employees engaged in protected concerted activity; and (3) threatening an employee with loss of his visa if he engaged in protected concerted activity.

Respondent's answer is a general denial and the following affirmative defenses: (1) the UFW engaged in unprotected activity on April 9 and 15 by effecting an unlawful entry onto Respondent's property during business hours which resulted in obstruction of Respondent's business activities; (2) on April 9 and 15, the UFW engaged in conduct violative of §§1154(a), (c) and (d); (3) since April 9th, the UFW has engaged in unlawful conduct by violating cited provisions of the collective bargaining agreement between the parties; and (4) the foregoing conduct constitutes a failure and refusal to bargain in good faith in violation of §1154(c).[3/]

[3/] Unless otherwise specified all dates are 1981.

IV. THE RESPONDENT'S OPERATIONS

In 1981 Respondent employed two grapefruit harvesting crews ranging in size from 25 to 40 employees. The Coachella grapefruit harvest season runs from October or early November until mid-June. Crew No. 1 worked the entire 1980-81 Coachella harvest season; Crew No. 2 worked from February through June 1981.[4/] The majority of the members of Crew 2 live in the Riverside area and commute to work daily when the crew works in Coachella.[5/] Those who do not commute camp at or near Respondent's groves. Crew 1 members live in the Coachella area. The crews generally work in separate groves and have no contact with each other either during working hours or during off hours.

Grapefruit harvesters are paid on a piece work basis. Workers are permitted to take their lunch and other breaks as they choose. There are no scheduled breaks of fixed duration. When a worker wants a rest, he takes a rest. Since workers are paid a piece rate, breaks are non-compensated time. During the period Lu Verne Peterson has been Field Superintendent, Respondent has never disciplined a worker for taking a break.

[4/] Clemente Perez was the crew foreman for Crew 1; Nicador Baeza was the crew foreman for Crew 2. Each is admittedly a supervisor within the meaning of Lab. Code §1140. 4(j).

[5/] Riverside and Coachella are approximately 90 miles apart .

V. THE EVENTS OF APRIL 9, 1981

The parties stipulated to the following facts regarding the events of April 9th: Crew 1 refused to work on a block of the Firestone Ranch because of a dispute with Respondent regarding the piece rate to be paid for harvesting the grove.

The operative collective bargaining agreement provides that prior to commencing the harvest a particular grove or block, the parties shall meet to establish a piece rate. If no agreement is reached, the crew working the grove may refuse to work the grove without violating the no strike provision in the collective bargaining agreement.

After having refused to work the Firestone Ranch block Crew 1 members proceeded to the grove to speak to Crew 2 members as they were working. Thereafter members of the two crews gathered for a meeting at the edge of the grove. Saul Martinez, a non-employee, UFW representative was also present.[6/]

VI. THE EVENTS OF APRIL 15, 1981

On April 15th Crew 1 was working in an orchard near Lincoln and 60th Avenue in the Thermal area. When they finished work for the day, 18 to 20 members drove to La Rumpa the orchard where Crew 2 was working to meet with them regarding the progress of contract negotiations with Respondent. It was anticipated that Crew 2 would be taking a lunch break when

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[6/] Uncontroverted testimony of Peterson. Martinez did not testify.

Crew 1 members arrived. This proved to be the case. No prior approval to hold the meeting had been sought from Respondent. Crew 2 had been alerted to the meeting by a leaflet distributed on April 14th.

Field Superintendent Peterson arrived at La Rumpa Ranch about noon. As he was on route, he observed several members of Crew 1 proceeding toward the Ranch. Upon reaching La Rumpa, Peterson parked his pickup across the highway from an access road to the ranch and radioed the Riverside County Sheriff's office for the dispatch of a Deputy. Peterson testified he remained parked on the highway for approximately thirty minutes during which time he observed a caravan of six automobiles containing Crew 1 members drive into the ranch by the access road. He waited on the highway until Deputy Sheriff Gardner arrived. Gardner and Peterson had a conversation at the latter's pickup. Peterson told Gardner there were people on his property disturbing his employees and asked Gardner to get them off the property. He also told Gardner he was fearful of trouble.

Following their conversation, Peterson and Gardner walked down the access road past Crew 1's parked cars until they came to a group of people eating and milling around. They encountered the group two or three tree rows into the grove.[7/]

[7/] There is a conflict regarding whether the group was assembled in the first row of trees or the second or third row. It is unnecessary to resolve this conflict since there was no work in progress in the immediate area. It is undisputed the assembly occurred when Crew 2 was taking lunch.

After obtaining Martha Nieto, a member of Crew 2, to translate for them, Gardner and Peterson spoke to the assembled workers.

Gardner had previously explained to Peterson that it would be necessary for Peterson to request in the presence of a Deputy that the people leave in order to evict them for trespassing. Peterson, speaking in English, asked the Crew 1 members to leave the property. This request was translated into Spanish.[8/]

Thereafter the Crew 1 members left the orchard and returned to their cars; they made no further attempt to return to the orchard to speak to Crew 2 workers. The Crew 1 people remained in the vicinity of their cars for approximately an hour, at which time they were taken to jail. Peterson effected a citizen's arrest upon eleven Crew 1 members.[9/]

The workers remained on the access road until the arrival of a sheriff's van which transported them to jail.

8/ Quintero testified that Gardner told Crew 1 members to leave because they were on private property and that he would arrest them if they didn't leave. According to Quintero, Gardner also said it would cost $75.00 to get out of jail and that their cars would be impounded.

Quintero further testified that Peterson, speaking in English, told Gardner to arrest them and to call "immigration" when we got to the jail because many of us had no documentation. Gardner had no recollection of Peterson saying anything to him about undocumented workers, the Border Patrol or the Immigration Service. Peterson denied making any reference to the Border Patrol or the Immigration Service.

9/ Ten of those arrested were charged with violating Cal. "P. C. §602(j). The eleventh person was a minor; her matter was referred to juvenile court where charges against her were dropped.

They were booked and then released on their own recognizance. None of those arrested was jailed. The booking process took about half an hour. Quintero testified those arrested were required to produce their documentation for INS when they arrived at the jail.

When Crew 1 reached the orchard, Miguel Quintero and Carlos Diaz, Crew 1 representatives on the negotiating committee, contacted foreman Baeza as he was eating lunch in the vicinity of 18 to 20 Crew 2 members. They asked Baeza for a moment alone with the workers. Baeza declined to move because he was eating. Quintero and Diaz then began speaking to the workers. Peterson and Gardner arrived at this point and the events described above occurred.

Quintero testified that after leaving the orchard Crew 1 members were unable to remove their cars from the access road because their forward passage was blocked by a forklift, and they were blocked from behind by patrol cars parked behind them in the access road. While there is no dispute that cars were parked in the road behind the workers cars or that Peterson had a forklift stop in the road in front of them, there is a dispute regarding whether their egress in either direction was impeded or prevented. Quintero testified the road was too narrow to drive around the forklift or backup around the patrol cars.[10/] Admittedly, he did not ask

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10/ General Counsel's witness Bernardo Valladares Tovar also testified that they were unable to leave because the road was blocked in both directions. General Counsel's witness Carlos Diaz testified the workers were unable to back out because the road was blocked by two sheriff's cars parked on the access road.

either Gardner or Peterson to move the vehicles blocking their egress.[11/]

Deputy Gardner was of the opinion that the workers could have left the area either by backing out or by driving around the forklift. He testified that on several occasions, using Deputy Burkheimer to translate, he suggested to the workers that they back their cars out and leave.

Deputy Burkheimer testified that none of the workers told him they were unable to move their cars, and none sought his assistance in leaving the area. Burkheimer remembered the road as having embankments approximately three feet high on either side and as probably wide enough to accomodate two cars.

After the workers departed Peterson called a towing service to remove their cars because they interfered with equipment movement along the access road. Only one car was towed; the others were gone by the time the tow service arrived

Only 11 of the 18 or so workers who came to meet with Crew 2 were arrested. The remainder departed on foot pursuant to Quintero's instruction. According to Quintero, Peterson told the Deputies to call the INS because he was aware there were undocumented workers present. Quintero was also aware there were undocumented workers present.

11/ Bernardo Valladares testified that both Quintero and Diaz told the sheriff we couldn't move because their cars were blocking the way and asked that the cars be moved. Diaz testified he told the Spanish speaking sheriff that they were unable to leave because the road was blocked.

Qunitero also testified that Peterson told the Deputy Sheriff to call immigration when he got us to jail because many of us were undocumented. Quintero's testimony on this subject matter was uncorroborated. Peterson denied making any statement to Crew 1 regarding INS or the Border Patrol. Deputy Gardner did not hear Peterson make such statements. Deputy Burkheimer who overheard only portions of Gardner's conversations with Peterson heard no mention of the Border Patrol or INS; nor did Peterson speak directly to Burkheimer about calling INS or the Border Patrol.

The testimony of General Counsel's witnesses about INS being present at the jail while Crew 1 members were being booked is uncontroverted. General Counsel's witness Diaz testified the INS was present. Quintero testified to the same effect, noting also that those who were arrested were required to produce their documentation. Neither Gardner nor Burkheimer, Respondent's witnesses, was questioned regarding the presence of the INS at the jail.

VII. THE EVENTS OF APRIL 17, 1981

Jesus Valladares testified that he and Peterson had a conversation about 8:30 a.m. in the orchard where Crew 1 was working. Peterson spoke in English; Perez translated his remarks from English to Spanish. Peterson asked whether Valladares had retrieved his car. Peterson also said that if he kept on visiting Crew 2, they would take away his visa and send him to Mexico. Peterson told him he was being too cocky and was giving Crew 2 ideas. Valladares denied giving

the other crew ideas. This ended the conversation. Valladares made no mention of Quintero being present during the conversation.[12/]

Perez had no recollection of a conversation between him and Valladares on the 17th. He admitted he heard Peterson speak to Valladares. No testimony was elicited regarding what he heard said.

Perez also denied translating any conversation about loss of Valladares' visa, about sending him to Mexico, about not talking to Crew 2 members or about the towing of Valladares' car.[13/]

Peterson denied having any conversation with Valladares on April 17th.

12/ Quintero testified he overheard a conversation between Peterson and Valladares, translated by Perez, in which Peterson stated that if Valladares were making trouble, they would take away his documentation and send him back to Mexico. Quintero places the time of the conversation between 6:30 and 7:00 a.m. Quintero places himself 3.5 meters from Valladares when the conversation occurred. He heard Peterson say they were going to take documentation away from him [Valladares] and his family and send them back to Mexico. Valladares did not reply.

13/ General Counsel inaccurately characterized Perez's testimony. Perez did not deny that Peterson had a conversation with Valladares on April 17th; he denied only that he had translated the conversation. More specifically, Perez denied translating the specifics cited above. Contrary to the assertion of General Counsel I do not read Perez's testimony to be that he had never at any time translated for Peterson, but rather that he did not translate any conversation between Peterson and Valladares on the 17th. During Valladares testimony he appeared to comprehend a reasonable amount of English; thus making it possible that translation of any remarks by Peterson unnecessary.

ANALYSIS AND CONCLUSIONS

The Arrests

In substance the complaint, at Paragraph 6, alleges that Respondent violated §1153(a) by causing the arrest of eleven members of Crew 1 who were engaged in protected concerted activity. The alleged protected concerted activity consisted of attempts of Crew 1 to communicate with Crew 2 during nonworking time for the purposes of discussing the progress of contract negotiations and obtaining Crew 2 participation in the process.

The facts regarding the allegation, are virtually uncontroverted. Six or seven carloads of Crew 1 members having finished work for the day went to La Rumpa Ranch, the site where Crew 2 was working. They parked their cars on a dirt access road adjacent to the grove in which Crew 2 was working. When Crew 1 arrived, 18 to 20 Crew 2 members were taking their lunch break. As the meeting was about to start, Respondent's Field Superintendent and a Deputy Sheriff ordered Crew 1 to leave; Crew 2 was ordered to return to work. Crew 1 members returned to the access road and their cars. No further attempt was made to meet with Crew 2. Eleven Crew 1 members remained in the area of their cars until such time as they were transported to the Indio police station and booked.

Arresting or threatening to arrest persons for engaging in protected concerted activity violates §1153(a).[14/] Thus,

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14/ See D'Arrigo Brothers Co., 3 ALRB No. 31 (1977); cf. M. Caratan, Inc., 5 ALRB No. 16 (1979).

whether Respondent violated the Act as alleged in Paragraph 6 hinges upon whether those arrested were engaged in protected concerted activities.

The Supreme Court in Republic Aviation Corp. v. NLRB (1945) 324 U.S. 793, upheld two presumptions announced by the National Labor Relations Board in Peyton Packing Co.[15/] Stating that working time is for work, the Court held that an employer could promulgate and enforce a rule prohibiting union solicitation during working hours. However, the Court held that time outside of working hours, i.e. before or after work, during lunch or break periods, is the employee's time to use as he chooses although the employee is on company property; therefore it was not within the province of an employer to promulgate and enforce a rule prohibiting union solicitation by an employee outside of working hours, although on company property. Such a rule, said the Court, is presumptively an impediment to self-organization and therefore discriminatory absence evidence that special circumstances make the rule necessary in order to maintain production or discipline.

Juxtaposing Republic Aviation to the present fact situation, Respondent presented no evidence tending to establish that denial of Crew 1 access was necessary in order to maintain

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15/ (1943) 49 NLRB 828, enf'd 142 F.2d 1009 (5th Cir.), cert. Denied 323 U.S. 730 (1944).

production or discipline.[16/] The events of April 9 do not provide a sufficient basis for Respondent's action on April 15. The April 9 events were triggered by an inability of Crew 1 to agree upon a piece rate; they left work as permitted under their collective bargaining agreement. Moreover, it is clear that the Crew 1's visitation of Crew 2 on the 9th was led by a non-employee union representative.

We turn now to the question of whether the free-time nonwork area requirements of Republic Aviation are present here. Members of both crews were on free-time. It is undisputed that Crew 1 was finished for the day and that Crew 2 members at the site of the meeting were eating lunch. With respect to whether the meeting site was a nonwork area, it must be recognized that in an agricultural context there is frequently nothing to correspond to a company parking loot a cafeteria. The ALRB in dealing with access for non-employee union representatives recognized the industrial-agricultural diferences and provided that lunch time access is permitted at such location as the employees eat their lunch.[17/]

16/ The fact Respondent was not engaged in enforcing a no meeting rule is immaterial. It is the conduct which is significant irrespective of whether its justification sought in terms of applying a house rule against meetings. Nor is it material that Crew 1's access was sought in a bargaining context rather than an organizational context. See O. P. Murphy Produce Co., Inc. (1978) 4 ALRB No. 106.

17/ 8 Cal. Admin. Code §20900(e)(3)(B).

On April 15th it was at just such a site that Crew 1 sought to hold its meetings. It was the groves equivalent of the factory lunchroom. There was no attempt to interfere with Respondent's operations.

But for the fact that off-duty employees were involved Republic Aviation would be dispositive of the allegations of Paragraph 6. Respondent directs our attention to G.T.E. Len Kurt, Inc. (1973) 204 NLRB 921 as supporting its position that an off-duty employee does not have the right to enter his employer's premises because his status is analagous to that of a non-employee and is subject to the principles applicable to non-employees. The NLRB stated in G.T.E. Len Kurt:[18/]

> It seems apparent that for purposes not protected by this Act off-duty employees and non-employees would be invitees to the same extent, and one is no more entitled than the other to admission to the premises. We are unable to conclude that a different rule is required where union organization is involved, and absent a showing of inability to reach the employees otherwise, we see no justification for holding that an employer's right to control ingress to his property must give way for that purpose. Rather, to require an employer to open his premises for union activities to off-duty employees is, in fact, to compel him to make available an additional means of communication, one which we believe he need not afford them. (204 NLRB at 922)

Without otherwise attempting to distinguish G.T.E. Len Kurt, the difficulty with Respondent's argument is

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18/ (1973) 204 NLRB 921.

that the case no longer represents the position of the NLRB.

Tri-County Medical Center[19/] is now the lead case dealing with problems of off-duty employee access. As stated by the NLRB in Tri-County;

> In GTE Lenkurt. the respondent promulgated and published in its employee handbook a rule which provided that "An employee is not to enter the plant or remain on the premises unless he is on duty or scheduled for work." A majority of the Board concluded that where an employer's no-access rule denies all off-duty employees access to the premises for any purpose and is not discriminatorily applied only against employees engaged in union activities the rule is presumptively valid absent a showing by the union that no adequate alternative means of communication is available to it.
>
> The holding of GTE Lenkurt must be narrowly construed to prevent undue interference with the rights of employees under Section 7 of the Act freely to communicate their interest in union activity to those who work on different shifts. In Bulova Watch Comoany, Inc., 208 NLRB 798 (1974), we held, distinguishing Lenkurt, that the employer violated Section 8(a)(1) of the Act by restricting employees access to outside areas of the plant shortly before their working shifts. In that case, as here, it did not appear from the record: that the employer had published or disseminated to its employees any no-access rule concerning off-duty employees. We conclude, in order to effectuate the policies of the Act, that such a rule is valid only if it (1) limits access solely with respect to the interior of the plant and other working areas; (2) is clearly disseminated to all employees; and (3) applies to off-duty employees seeking access to the plant for any purpose and not just to those employees engaging in union activity. Finally, except where justified by business reasons, a rule which denies off-duty employees entry to parking lots, gates, and other outside nonworking areas will be found invalid, (at 1089)

19/ 222 NLRB 1089 (1976).

There was no evidence in Tri-County that Respondent had communicated to its employees the existence of any rule conforming to the NLRB's criteria set forth in the case; therefore Tri-County was found to have violated Section 8(a)(l) [Section 1153(a)]. Here, there is no evidence Respondent has a rule conforming to the criteria set forth in Tri-County or that such a rule has been disseminated to grapefruit harvesters.

Thus, Tri-County and the cases following it provide precedent for finding Respondent's interference with off-duty employees' access to non-work area to be violative of §1153(a).[20/]

Seeking to avoid the foregoing conclusion, Respondent argues that Section 7 of the collective bargaining contract controls the access sought on April 15th; that the access was violative of the contract and, therefore, not protected-concerted activity.

The collective bargaining contract contains an access provision which reads as follows:

> Section 1. Duly authorized and designated representatives of the Union shall have the right to access to Employer premises in connection with the conduct of normal Union affairs in the administration of this Agreement. In the

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_20/ See Maywood, Inc., (1980) 251 NLRB No. 139, Slip Op. 4 (employer violated §8(a)(1) by threatening to call police and by barring access by off-duty employees to a plant cafeteria for the purpose of soliciting nighttime cafeteria workers); Eastern Maine Medical Center, (1980) 253 NLRB No. 24 (employer violated §8(a)(1)by expelling off-duty employees engaged in solicitation for union in the hospital's second floor lobby); See also Campbell Chain Company, (1978) 237 NLRB 420.

exercise of the foregoing, there shall be an unnecessary interference with the productive activities of the workers.

Section 2. Before a Union representative contacts any of the workers during working hours, he shall notify the Employer that he is on the premises.

Section 3. The Union shall advise the Employer of the names of its duly authorized and designated representatives.21/

Respondent argues that the cited provision controls the access attempted on April 15 because its "negotiation-oriented" purpose was the conduct of normal union affairs; that since the access was inconsistent with the requirements of the contract, Crew 1 members waived their rights to access to company property. Stated otherwise, Respondent argues that Article 7 waives any §1152 rights beyond those set forth that employees might otherwise have to access for the purpose of holding a Union meeting. The General Counsel responds that a Union cannot waive employees' §1152 rights to meet and organize; and further that even if the employees' §1152 rights can be waived, the waiver must be clear and unequivocal and Article 7 fails this test.

The record sheds no light on the intentions of the parties regarding Article 7. The Article is contractual language commonly found in collective bargaining agreements in other than the agricultural sector, and such provision as customarily aimed at providing a contractual right, in addition to statutory rights, for non-employee union representatives to

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21/ Respondent's Ex. A, Article 7 of the agreement.

come onto an employe's premises for the purpose of administering the collective bargaining agreement, i.e. investigating, processing and attempting to settle grievances.[22/] Absent evidence of a contrary intention, a permissible inference is that the cited provision spells out the rights of non-employee UFW representatives to come onto Respondent's property for the purpose of administering the collective bargaining agreement. So interpreted, the contractual language deals with administrative access and has no application to a union meeting solely among Respondent's employees on Respondent's premises in a nonwork area during free-time. A meeting among employees to update their awareness of what has transpired in negotiations and to seek additional employee participation in the bargaining process is not contract administration as customarily viewed.[23/] Rather such a meeting is an inrinsic part of the negotiation process and therefore not within the purview of Article 7.[24/] Thus, Respondent's argument that the contract controlled Crew 1's attempted access is

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22/ See Bud Antle (1977) 3 ALRB No. 7, fn. 9, p. 7 for another example of such a clause. It is apparent in Bud Antle that the clause related to non-employee representatives.

23/ Bruce Church, Inc., (1981) 7 ALRB No. 20 recognizes for purposes of access there is a distinction between access relating to the negotiation process and access relating to contract administration.

24/ See O. P. Murphy Produce Co., Inc. (1978) 4 ALRB No. 106. While O. P. Murphy dealt with non-employee union representatives' rights to access during negotiations, there is some need for worker to worker communication regarding the bargain process. The rationale of Murphy supporting non-employee union access is also applicable to communications between rank and file employee members of the Union's negotiating

(footnote continued----)

rejected. Article 7 deals with administrative access not bargaining related access.

Respondent next argues that preventing Crew 1 members access to La Rumpa did not violate §1153 (a) because the guidelines set forth in O. P. Murphy, supra, were not adhered to by the 'employee-bargaining representatives" in Crew 1. This argument is not persuasive.

The Board in Murphy was concerned with post-certification access of non-employee representatives, i.e. UFW organizers or Business Representatives. No such individuals were involved in the events of April 15th. The persons entering La Rumpa were off-duty employees of Respondent. This is the controlling fact. Two of the crew members, Quintero and Diaz, were rank and file members of the Union negotiating committee; there is nothing in the record which suggests their status warrants bracketing them with the same restrictions as are imposed upon fulltime union representatives not employed by Respondent.

Employee union activity at the employer's premises has historically been treated more charitably than has such activity by non-employee representatives. Forman states the rationale for the disparity in the following terms:

> Nonemployees will be unfamiliar to the company and and its supervisory personnel, and may create problems of identification, discipline, injury and security

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(----Footnote 24 continued)

committee and the workers as well as to communication among the rank and file members themselves, always of course subject to the limit of non-interference with the employer's operations.

> substantially more serious than those attendant upon solicitation by employees who are known and who themselves know the rules and layout of the plant.[25/]

In any event, only Quintero and Diaz among the Crew 1 members present on the 15th were colorably UFW representatives, the other 16 or so were not even colorably union representatives. Thus, O. P. Murphy, supra, is in opposite to a situation in which Respondent interdicted the right of its employees to engage in union activities during non-work time and in non-work areas.

Threat to Call INS

Paragraph 7 of the complaint alleges that Peterson on April 15th threatened members of Crews 1 and 2 with calling the INS because they were engaged in protected concerted activity.

Having found that Crew 1 members were engaged in concerted protected activities when they sought access to the work site of Crew 2, it follows that any threat to secure the presence of the INS would constitute an independent violation of §1153 (a). A threat to call the INS is as clearly chilling to the exercise of §1152 rights as a threat of arrest.[26/] Thus, with respect to the allegations of paragraph 7, it remains

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25/ Gorman, Basic Text on Labor Law, 1976, p. 185.

26/ See Jackson & Perkins, 3 ALRB No. 36 (1977) in which the Board found a threat to call the sheriff to arrest union organizers for trespass at a time when they were on the property legitimately to be a violation of §1153(a). See also: D'Arrigo Brothers Co., 3 ALRB No. 31 (1977).

only to determine whether the statement alleged was made.

We have only Quintero's uncorroborated testimony that Peterson threatened to call the INS. Diaz who was present during the period preceding the arrest was not questioned regarding statements attributed to Peterson regarding the INS. Deputies Gardner and Burkheimer heard no such statements; Peterson specifically denied having so spoken.

General Counsel has the burden of establishing by a preponderence of the evidence that the threatening statement was made. The failure of General Counsel to question Diaz regarding such statements permits an inference that his testimony would not have corroborated Quintero on this point.[27/] Coupled with the testimony elicited from Respondent' witnesses Gardner and Burkheimer that Peterson did not request that INS be called, the failure to question Diaz on this issue or to call rebuttal witnesses to corroborate Quintero and controvert the deputies leads me to conlude that Peterson did not on April 15th utter the threat alleged.[28/] Nor is this conclusion dispelled by the uncontradicted testimony of Diaz and Quintero that INS representatives were present at the jail during the period those arrested were being booked. As the

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27/ See Interstate Circuit, Inc. v. United States (1939) 306 U.S. 208; Allis Chalmers Corp., 234 NLRB 350, 353 ("1978) ; Local 860 Teamsters, 231 NLRB 838 (1977).

28/ This conclusion is reached without placing any reliance upon Peterson's specific denial that he made such a statement.

As the record stands, the INS presence is unexplained. Also unexplained is the failure of General Counsel to call a representative of INS to testify regarding its presence at the jail. While one might speculate Respondent was responsible, speculation does not suffice to support an unfair labor practice, and, as noted, the record does not support the conclusion, Peterson made such a request at La Rumpa in the presence of crew members.

I shall recommend that the allegations of Paragraph 6 be dismissed.

The Events of April 17th

Paragraph 8 of the complaint alleges in substance that Respondent on April 17th threatened Jesus Valladares Tovar with loss of his immigrant visa if he engaged in protected concerted activity.

There is a direct conflict regarding whether there was a Peterson-Valladares conversation on the 17th. As with Paragraph 7 the problem is determining whether the alleged remark was in fact made. If so, Respondent violated §1153(a).[29/]

Peterson's testimony that he had no conversation with Valladares the morning of the 17th is not credited. Perez, also Respondent's witness, testified to the contrary. For him to do so while still employed as a supervisor for Respondent was against his interest and that of Respondent; therefore his

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29/ Harry Carian Sales, 6 ALRB No. 55 (1980).

testimony that a conversation occurred is entitled to be credited.[30/]

We turn to the question of what was said. The Valladares version is uncontroverted. Perez did not deny the remarks attributed to Peterson by Valladares and Quintero; he did not remember having heard them. He did deny having translated them. Further, it is of some significance that Respondent's counsel having established that Perez did not remember hearing Peterson utter the threat, made no effort to determine whether he remembered that the crucial comments were not made; or to bolster Perez' credibility by asking him to testify regarding his recollection of what was said.[31/] The failure to inquire on direct examination regarding crucial facts permits the inference that the answers elicited would not support the parties position.[32/]

30/ Southern Print & Waterproofing Co., Inc. 230 NLRB 429 (T977); Pittsburg Press Company, 252 NLRB No. 75 (1980).

31/ Perez' testimony that he did not translate Peterson' s remarks is not credited. I find it highly unlikely that, being present, he would not have done so. An alternative is that Valladares understood Peterson s remarks in English. There is insufficient evidence to support such a finding; although it was evident from his tendency to answer questions before they were fully translated that Valladares understands some English.

32/ Allis Chalmers Corp., supra; Local 860 Teamsters, supra.

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Thus, as the record stands, we have the Valladares version of the Peterson-Valladares conversation which stands uncontroverted by credible testimony. The detail with which Valladares testified regarding Peterson's statements gives it the ring of truth. The attributed statement regarding Valladares' car is consistent with Peterson's awareness that it was his car which had been towed on the 15th. Thus, I conclude that Peterson threatened Valladares with deportation if he continued to engage in protected concerted activity and that said threat violated §1153 (a).[33/]

THE REMEDY

Having found that Respondent engaged in certain unfair labor practices within the meaning of Section 1153(a) of the Act, I shall recommend that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

In order to remedy more fully Respondent's unlawful conduct, I shall recommend that Respondent make known to its current employees, to all persons employed during the 1980-81 grapefruit harvest season in the Coachella Valley, and to all persons employed during the 1981-82 grapefruit harvest season in the Coachella Valley that it has been found in violation of the Agricultural Labor Relations Act, and that it has been

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33/ Since Valladares did not place Quintero at the scene of the conversation, no reliance has been placed on Quintero's testimony that he heard Peterson state that if Valladares continued to make trouble, he would take his documentation and send him to Mexico. Moreover, in assessing Quintero's credibility regarding the conversation, it noted that Quintero only recalled the liability producing statement and nothing else which was said.

ordered to cease violating the Act and not to engage in future violations.

I shall also recommend that the Notice attached hereto be distributed and posted in English and Spanish.

In addition to the customary remedies afforded when a violation of §1153(a) is found General Counsel relying upon Mount Babtist Memorial Hospital, 229 NLRB 45 (1977) urges the following remedies: reimbursement for the expenses incurred by those members of Crew 1 arrested for trespass; payment by Respondent of the towing cost incurred by Jesus Valladares Tovar;[34/] reimbursement for any wage loss employees suffered as the result of having to make court appearances in connection with their arrests for trespass; and that Respondent be directed to join in a petition to the Municipal Court and district attorney to drop the charges against its employees.

Contrary to the assertion of Respondent, I find Mount Babtist and subsequent cases to be applicable precedent for the relief sought by General Counsel.[35/] In Mount Babtist, Respondent in a prior NLRB hearing, testified that employees

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34/ The evidence establishes that Respondent had Valladares' car towed from the access road to a location in Indio and that it cost Valladares $70.00 to reclaim his car.

35/ Clark Manor Nursing Home Corp., 254 NLRB No. 54 (1981); Medical Center Hospitals, 244 NLRB 742 (1979).

were free to handbill inside or outside the hospital so long as they did not interfere with the work of other employees or did not carry their activities into the patient care areas. However, a month after this testimony, employees who relied upon these assurances and attempted to handbill on behalf of the union were ordered to cease doing so by security guards and were given disciplinary warnings.

On a particular occasion, an employee handbilled in the lobby across from the cafeteria while on his lunch break. He was directed to stop or be suspended, and when he declined to stop was threatened with arrest. When the employee told the guards he was scheduled to work, they escorted him to the hospital entrance where he was taken into custody by the police.

Finding respondent's solicitation and distribution policies and rules unlawful and that Respondent intended to make an object lesson of the incident and thereby chill employee enthusiasm for union activity, the Board fashioned the following remedy: make the employee whole for loss of pay and for his $25.00 fine; join in a joint petition to the Municipal Court to expunge the conviction from the record; and reimbursement for the costs incurred in defending against the criminal action.

Upon the basis of the entire record, the findings of fact and conclusion of law and pursuant to Section 1160.3 of the Act, I hereby issue the following recommended:

ORDER

Respondent, its officers, agents, supervisors and representatives shall:

(1) Cease and desist from:

(a) threatening employees with arrest for meeting with fellow employees during nonworking time in nonworking areas;

(b) threatening employees with arrest or deportation for engaging in protected concerted activities;

(c) in any like or related manner interfering with, restraining or coercing employees in the exercise of rights guaranteed them under that Section 1152 of the Agricultural Labor Relations Act.

(2) Take the following affirmative action:

a) Reimburse each employee for legal expense:
arising from his arrest, including costs of appeal, on charges brought against him by Respondent in violation of the Agricultural Labor Relations Acts.

(b) Reimburse Jesus Valladares Tovar for costs incurred as the result of having his car towed from Respondent's premises at the direction of Respondent.

(c) Reimburse members of Crew 1 for any wage losses suffered as the result of having to appear in court to defend against criminal charges based upon their protected concerted activity of April 15, 1981;

(d) Upon request join in a petition to the

District Attorney of Riverside County and to the Municipal Court to dismiss the charges against those employees arrested on April 15, 1981, and to expunge the record.

(e) Preserve and make available to the ALRB or its agents, upon request, for examination and copying all payroll records, social security payment records, time cards, personnel records and reports and other records necessary to ascertain the back pay due.

(f) Mail to each employee employed during the 1981-82 Coachella grapefruit harvest a copy of the Notice attached hereto and marked "Appendix".

(g) Give to each of its current employees a copy of the notice attached hereto and marked "Appendix".

(h) Give to each employee hired during the 1981-82 grapefruit harvest season a copy of the notice attached hereto and marked "Appendix".

(i) Post the notice attached hereto and marked "Appendix" during the period of the 1981-82 grapefruit harvest.

(j) Notify the Regional Director in the El Centro Regional Office within twenty (20) days from receipt of copy of this Decision of steps Respondent has taken to comply therewith, and continue to report periodically thereafter until full compliance is achieved.

(k) Copies of the notice attached hereto shall be furnished Respondent for distribution by the Regional Director for the El Centro Regional Office.

It is further recommended that the allegations of the amended complaint as set forth in Paragraph 7 be dismissed.

DATED: December 1, 1981

AGRICULTURAL LABOR RELATIONS BOARD

By _____
Robert Le Prohn
Administrative Law Officer

APPENDIX

NOTICE TO WORKERS

After a trial where each side had a chance to present their facts, the Agricultural Labor Relations Board has found that we interfered with the right of our workers to freely decide they want a union. 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;

(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 threaten to arrest or have deported our employees for engaging in protected concerted activity

or union activity during nonworking time in nonworking areas.

WE WILL NOT arrest or threaten with arrest off-duty employees for coming on our property to meet with on-duty employees during nonworking time in a nonworking area.

WE WILL reimburse the following named employee for legal fees, including fees incurred in connection with any appeal, incurred as a result of being arrested on April 15, 1981.

Jose Oseguera	Jesus Valladares Tovar
Bernardo Valladares	Jesus Homero Valladares
Ponciano Valladares	Jose Luis Lua
Nabor Lua	Jaime Lua
Carlos Diaz	Miguel Quintero
Delores Magana Valladares	

WE WILL reimburse the employees named above for any wages lost as a result of having to appear in court in connection with the arrests of April 15, 1981.

WE WILL reimburse Jesus Valladares Tovar for the cost of having his car towed from our premises on April 15, 1981.

E. T. WALL COMPANY

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,