

1978

Second Annual Report of the Agricultural Labor Relations Board for the Fiscal Year Ended June 30, 1978

Agricultural Labor Relations Board

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SECOND ANNUAL REPORT
OF THE
AGRICULTURAL LABOR
RELATIONS BOARD

FOR THE FISCAL YEAR ENDED

JUNE 30, 1978

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SECOND ANNUAL REPORT

OF THE

AGRICULTURAL LABOR RELATIONS BOARD

FOR THE FISCAL YEAR ENDED

JUNE 30, 1978

AGRICULTURAL LABOR RELATIONS BOARD

Members of the Board

GERALD A. BROWN, *Chairman*

ROBERT B. HUTCHINSON

JOHN P. MCCARTHY ¹

HERBERT A. PERRY ²

RONALD L. RUIZ

RALPH FAUST, *Executive Secretary*

ANN BAILEY, *Deputy Executive Secretary*

CLARK BENNETT, *Chief of Administration*

Office of the General Counsel

BOREN CHERTKOV, ³ *General Counsel*

DENNIS M. SULLIVAN, *Deputy General Counsel*

FRED A. GALLEGOS ⁴

MARVIN J. BRENNER ⁵

Chief of Operations

Chief of Litigation

¹ Appointed February 24, 1978, to succeed Richard Johnsen, Jr., who resigned from the Board September 30, 1977.

² Reappointed to five-year term February 20, 1978.

³ Appointed June 5, 1978, to succeed Harry J. Delizonna who resigned May 12, 1978.

⁴ Appointed October 1977.

⁵ Appointed January 16, 1978, to succeed Dennis M. Sullivan who continued as Deputy General Counsel.

LETTER OF TRANSMITTAL

AGRICULTURAL LABOR RELATIONS BOARD
Sacramento, California

As provided in Section 1143 of the Agricultural Labor Relations Act of 1975, I submit herewith the Second Annual Report of the Agricultural Labor Relations Board for the fiscal year ended June 30, 1978, and a list containing the names, salaries, and duties of all employees and officers in the employ or under the supervision of the board.

GERALD A. BROWN, *Chairman*

THE GOVERNOR OF CALIFORNIA
THE LEGISLATURE OF THE STATE OF CALIFORNIA
Sacramento, California

This Annual Report provides general information about the Agricultural Labor Relations Act and Board. It is not intended to provide legal advice to follow in any particular fact situation. As this Report, is not an official statement of the law, the statements and viewpoints expressed herein cannot be considered binding upon the Board or its General Counsel.

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I

Operations of the Agricultural Labor Relations Board In Fiscal Year July 1, 1977 to June 30, 1978

The Agricultural Labor Relations Board in fiscal year 1977-1978 conducted 133 elections in which nearly 10,000 farm workers voted. During the year the ALRB processed approximately 750 unfair labor practice charges; 122 unfair labor practice complaints were issued. The board ruled on 36 representation cases, including 7 which resolved challenged ballots. In the 29 cases involving objections to election, the board set aside 7 elections (24%), while dismissing objections and certifying the election in 22 (76%).

The board also ruled on 54 unfair labor practice cases. In these 54 cases, the board found violations in whole or in part in 43 (80%), while totally dismissing 11 (20%).

Among the factors affecting the agency's activities was the Western Conference of Teamsters' withdrawal from organizing farm workers covered by the Agricultural Labor Relations Act, pursuant to the jurisdictional pact reached between that union and the United Farm Workers of America, AFL-CIO, in March of 1977. Another factor was the UFW's shift in concentration, from organizing to concentration on negotiating collective bargaining contracts at ranches where the union has been certified.

The proposed 1978-1979 budget for the Agricultural Labor Relations Board requested a total of \$9.4 million, an increase of \$850,000 over the preceding fiscal year. The Assembly and Senate committees recommended varying reductions in attorney, field examiner and clerical positions. The final budget received by the agency totalled \$8.6 million.

The 1977-1978 fiscal year was marked by a number of personnel changes within the Agricultural Labor Relations Board. In July 1977, Marc Roberts was appointed to the position of regional director of the San Diego region which covers seven southern California counties. Lupe Martinez, formerly a staff attorney in the Salinas regional office, was named director of that region in November 1977. In October 1977, Fred A. Gallegos was designated chief of operations of the general counsel arm of the ALRB, responsible for coordinating the agency's implementation of its policies and procedures in the four geographic regions of the ALRB's operations. Marvin J.

Brenner was appointed chief of litigation for the general counsel's office in January 1978. He is responsible for coordinating the activities of the attorneys in the ALRB's nine regional and field offices.

Richard Johnsen, Jr., the last member of the original Agricultural Labor Relations Board appointed in July 1975, resigned from the board in September 1977. Herbert Perry, appointed to fill a vacant unexpired term on the board in April 1977, was reappointed for a five-year term in February 1978. His appointment was confirmed by the Senate in May 1978. Also in February 1978, the Governor appointed John P. McCarthy to the board position vacated by Richard Johnsen. McCarthy's appointment was also confirmed in May.

ALRB General Counsel Harry Delizonna resigned in May 1978, and Boren Chertkov was appointed to the position in June 1978.

A group of seven new attorneys was hired by the office of the executive secretary in the fall of 1977. In October, a five-day intensive training course was held to train the attorneys to be investigative hearing examiners in election-related hearings. The trainees attended seminars on the use of evidence at hearings and held group discussions on conducting the proceedings. Each trainee prepared for, and conducted, a half-day mock hearing and participated in a critique of his or her performance. The training course was created and led by experienced investigative hearing examiners and administrative law officers employed by the ALRB.

The executive secretary legal staff conducted a series of intensive training workshops for field examiners and other interested personnel in the agency's regional and field offices during the fiscal year. The sessions consisted of lectures and discussions concerning the major issues in representation election law confronted by the ALRB and its staff.

The ALRB's newly-adopted conflict of interest code became effective in late 1977. The code requires all employees who make decisions for the agency affecting any financial interests to file statements disclosing their personal financial interests which could affect those decisions. Under the code, employees who have conflicts of interest are required to disqualify themselves from decisions affecting such interests.

Throughout 1977-78, the Legislature's Joint Committee to Oversee the Agricultural Labor Relations Board conducted hearings to receive testimony from the board, growers, farm workers, unions and other interested parties concerning implementation of the ALRA. A report to the Legislature was issued in March 1978, summarizing the Joint Committee's findings.

Grower education programs continued throughout the spring of 1978, under the agency's grower-union liaison office. Public informational sessions with growers and their representatives were conducted in various agricultural areas of the state. Topics discussed included the election process, ALRB case processing, and methods of dealing with union organizers and avoiding unfair labor practices.

In March 1978, the board began distributing a handbook designed to inform farmers, farm workers and interested members of the public about ALRB operations. The handbook, printed in bilingual editions of English and Spanish, and English and Japanese, was made available on request at no charge. As part of the ALRB's public education program, the handbook provides a readable description of how representation and unfair labor practice cases are handled under the Act. The first 20,000 copies printed were distributed within several weeks, due to overwhelming demand, a second printing of 100,000 copies was issued in June 1978.

II

Representation Cases

A. Preliminary Determinations

Peak Employment

Under § 1156.3(a) of the Act, a petition for certification must allege that "the number of agricultural employees currently employed by the employer named in the petition, as determined from his payroll immediately preceding the filing of the petition, is not less than 50 percent of his peak agricultural employment for the current calendar year." If the board finds that such an allegation is incorrect, it will refuse to certify the election.

In *High and Mighty Farms*,¹ the board approved finding four days of a seven-day payroll period unrepresentative, since workers did not work those four days, and approved averaging the employment figures over the three remaining days to determine whether the peak requirement was met.

Workers who are employed exclusively outside the State of California cannot be considered for determination of peak, since their work is beyond the jurisdiction of the board.²

Where an employer claimed that the peak employment requirement had not been met, based upon its estimate of peak to occur later in the year, the board held that the employer must substantiate its prediction if the hearing on the matter occurs after the prospective peak was to occur.³

B. Conduct of the Election

1. Agreements Between the Parties

In *Bee and Bee Produce, Inc.*,⁴ the board upheld the hearing officer's finding that two alleged violations of the parties' board-approved settlement agreement, even if true, were not sufficient to set aside the election. The board followed the rule that private agreements between the parties, with or without board endorsement, cannot change the bases for setting aside elections.

¹ 3 ALRB No. 88 (1977).

² *High and Mighty Farms, supra*.

³ John J. Elmore, 3 ALRB No. 63 (1977).

⁴ 3 ALRB No. 84 (1977).

2. Regulation of Election Conduct

In *Dunlap Nursery*,⁵ the board dismissed the objection that the employer was prevented from campaigning by its reliance upon the representation of a board attorney that the ALRB was obligated to follow the NLRB rule prohibiting parties from campaigning within twenty-four hours of an election. The board distinguished *Borgia Farms*⁶ by finding that the employer in *Dunlap*, after receiving advice of its own counsel who knew that the rule had not been found applicable to ALRB elections, had sufficient time to present its speech but elected not to do so.

3. Representative Vote

In *Pacific Farms*,⁷ the board set aside an election because the vote was not representative. The board looked to the numbers of those voting, and to whether those not voting chose not to do so or were prevented by the conduct of a party or the board.

C. Conduct Affecting the Results of an Election

In *Bruce Church, Inc.*,⁸ the board rejected the NLRB "laboratory conditions" standard as it had in *D'Arrigo Bros. of California*,⁹ over the employer's argument that the logic of *D'Arrigo* did not apply in *Bruce Church* because the work force was permanent and the peak requirement would not cause a delay.

1. Access

The board's access rule grants specific numbers of union representatives access to the premises of an agricultural employer at specific times for the purpose of meeting and talking with employees.¹⁰

The access rule expresses the full extent of organizational rights at the work place, and for that reason organizers may be on the property for only one hour before the start of work, regardless of the employer's method of compensation.¹¹

Where an employer staggers the work days for each of several crews so that they finish work at different times, organizers may enter the employer's property several times over a period of several hours, as the various crews finish their work.¹²

Since the access rule applies only to access taken on the employer's property, the employer must present sufficient evidence that organizing activity occurred on property owned by or subject to the legal right of possession by the employer to establish a violation of the rule.¹³

⁵ 4 ALRB No. 9 (1978).

⁶ 2 ALRB No. 32 (1976).

⁷ 3 ALRB No. 75 (1977).

⁸ 3 ALRB No. 90 (1977).

⁹ 3 ALRB No. 37 (1977).

¹⁰ 8 Cal. Admin. Code § 20900 et seq. (1978).

¹¹ Martori Brothers Distributing, 4 ALRB No. 5 (1978).

¹² Courmet Harvesting and Packing, 4 ALRB No. 14 (1978).

¹³ Martori Brothers Distributing, *supra*.

2. Threats of Violence

Remarks by an employee who supported the union about some employees losing their jobs if the union won were not threats, but were recognizable by employees as mere campaign propaganda concerning matters beyond the control of the union.

Where alleged statements by employer agents favoring one union over another were not accompanied by threats of any kind, but were legitimate statements of employer preference, the board dismissed the objection to such statements.¹⁴

D. Objections Procedure

Objections to an election must be filed within five days after an election.¹⁵ The board declined to rule on an issue not set for hearing because the objection was not timely filed.¹⁶

Denials of requests for continuances in representation hearings have been upheld where the party requesting the continuance knew of the unavailability of its witnesses but waited until the day of the hearing to make the request,¹⁷ and where there is no showing that the facts expected to be proven by the absent witness could not otherwise be proven.¹⁸ The board held that the hearing officer did not abuse his discretion in denying a motion to sequester witnesses where there was no showing that the denial had a prejudicial effect on the hearing.¹⁹

E. Employee Status and Eligibility

1. Agricultural Employee Status

In *Kitayama Brothers Nursery/Greenleaf Wholesale Florist, Inc.*,²⁰ the board concluded that certain trainees were not employees and, therefore, were ineligible to vote.

2. Economic Strikers

Economic strikers are eligible to vote under Cal. Lab. Code § 1157, including those who went on strike during the thirty-six months before August 29, 1975, if the election is held within eighteen months of that date. All pre-Act strikes are conclusively presumed to be economic strikes.²¹ Since eligibility derives solely from the terms of Cal. Lab. Code § 1157, economic strikers are eligible to vote notwithstanding allegations that the pre-Act strike was in violation of a contract clause prohibiting strikes.²²

¹⁴ *Agman, Inc., dba Spring Valley Farms*, 4 ALRB No. 7 (1978).

¹⁵ Cal. Lab. Code § 1156.3(c) (1975).

¹⁶ *Triple E. Produce Corp.*, 4 ALRB No. 20 (1978).

¹⁷ *J. A. Wood Company*, 4 ALRB No. 10 (1978).

¹⁸ *Triple E. Produce*, *supra*.

¹⁹ *C. Mondavi & Sons, dba Charles Krug Winery*, 3 ALRB No. 65 (1977).

²⁰ 4 ALRB No. 8 (1978).

²¹ *Julius Goldman's Egg City*, 3 ALRB No. 76 (1977).

²² *Ibid.*

3. Eligibility

Workers are not eligible to vote if they were not employed during the last payroll period prior to the filing of the petition for certification.²³ Where the employer and the labor contractor have different payroll periods, the labor contractor's payroll period is used to determine the eligibility of employees hired through the contractor.²⁴

²³ Cal. Lab. Code § 1157 (1975).

²⁴ Signal Produce Company/Brock Research, Inc., 4 ALRB No. 3 (1978).

III

Unfair Labor Practice Cases

A. Status of Violators

Conduct deemed to be an unfair labor practice must be attributed to either an employer or to a labor organization. Section 1140.4(c) defines "agricultural employer" as "any person acting directly or indirectly in the interest of an employer in relation to an agricultural employer . . ." Thus an employer may be liable for acts committed by supervisors or agents of the employer. A labor organization, defined in § 1140.4(f), may be liable for acts of its agents.

Employers

The Agricultural Labor Relations Act expressly excludes labor contractors from the definition of employer.¹ When a labor contractor is actually or constructively engaged by an employer, the employer is liable for the unfair labor practices of the labor contractor, its officers, agents and supervisors.²

A labor contractor who commits unfair labor practices at a time when he is not functioning as a labor contractor is, under the Act, "liberally construed" to be an agricultural employer and therefore is chargeable as a party in an unfair labor practice proceeding.³

In *Dutch Brothers*,⁴ the board found that unfair labor practices committed by a partner in an enterprise were attributable to the full enterprise, which had been a beneficiary of the unfair labor practices.

In *Tom Bengard Ranch, Inc.*,⁵ the board considered the conduct of a representative of a grower's association. Finding that the representative acted as the employer's agent the board attributed his illegal conduct to the employer.

B. Types of Unfair Labor Practices

1. Employer Interference with Employee Rights

Section 1153(a) of the Act prohibits an employer from "interfering with, restraining, coercing agricultural employees" in the exercise of their

¹ Cal. Lab. Code § 1140.4(c).

² *Vista Verde Farms*, 3 ALRB No. 91 (1977); *Ernest J. Homen*, 4 ALRB No. 27 (1978).

³ *Vista Verde Farms*, 3 ALRB No. 91 (1977).

⁴ 3 ALRB No. 80 (1977).

⁵ 4 ALRB No. 33 (1978).

rights, as guaranteed by § 1152, to engage in or to refrain from engaging in collective bargaining and organizational activities. The following categories of illegal conduct have been expanded or refined by the board in the past year.

a. Surveillance and the Impression of Surveillance

The ALRB has followed NLRB precedent in finding that an employer's statements to employees which create an impression of surveillance interfere with the rights guaranteed by § 1152 and violate § 1153(a) of the Act. Employer speech or conduct calculated to impress an employee with the idea that the employer has kept a sufficiently close watch to enable him to know about the union meetings or union activities of his employees violates the Act.⁶

b. Interrogation

In *Rod McLellan Company*,⁷ the board held that the questioning of an employee as to his or her views, sympathies, or activities tends to restrain or interfere with the collective rights guaranteed by the Act and is therefore a violation of § 1153(a). In the same case, the board also found that the questioning of a worker about the union sympathies of her husband and of other fellow workers were similarly a violation.⁸

In *Tom Bengard Ranch, Inc.*,⁹ the board found that interrogation about an employee's union sympathies immediately prior to a representation election is a violation, even though the conversation was amicable.

The board has found that employers violate § 1153(a) on the ground of unlawful interrogation when they question employees as to their willingness to be visited by union representatives at their homes.¹⁰

Similarly, an employer's use of employee information cards bearing the statement, "I am not willing to supply information that I have not written on this card" was found to be an attempt to ascertain which employees wished to be visited by union organizers.¹¹

c. Threats and Violence

Threats of job loss as well as threats of physical violence, are violative of § 1153(a). Threats of reprisal are specifically excluded from protected speech by § 1155 of the Act. Following NLRB precedent, the board has found that threats, and implied threats of loss of work if the union won the election, violate employee's rights.¹²

d. Grants of Benefits

The announcement or granting of a wage increase during an organizing campaign has been found to be a violation of § 1153(a). In *Morika Kuramura*,¹³ the board faced the issue of the employer's motivation for a

⁶ *Arnaudo Bros., Inc.*, 3 ALRB No. 78 (1977).

⁷ 3 ALRB No. 71 (1977).

⁸ *Id.*

⁹ 4 ALRB No. 33 (1978).

¹⁰ *Tenneco West, Inc.*, 3 ALRB No. 92 (1977).

¹¹ *Laffin & Laffin*, 4 ALRB No. 28 (1978).

¹² *Akitomo Nursery*, 3 ALRB No. 73 (1977); *McCoy's Poultry Services, Inc.*, 4 ALRB No. 15 (1978); *Brock Research, Inc.*, 4 ALRB No. 32 (1978).

¹³ 3 ALRB No. 79 (1977).

wage increase which was granted before a union campaign. The board adopted the NLRB precedent that improper motivation requires a showing that an employer knows or had knowledge of facts reasonably indicating that a union is actively seeking to organize, or that an election is imminent.¹⁴ The board noted that, not only proof of actual organizing, but many other factors, may tend to show that an employer knew or had reason to know of an active union interest in organizing its employees.

e. Denial of Access

Interference by an employer with a labor organization's right of access may constitute an unfair labor practice under § 1153(a) if it independently constitutes interference with, restraint, or coercion of employees in the exercise of their rights under § 1152.¹⁵

In a recent case,¹⁶ the board held that an unfair labor practice occurred when an employer granted access to one union while denying access to another union.

In a series of cases, the board found unfair labor practices were committed when employers unilaterally restricted access in violation of the access rule.¹⁷

f. Employee Lists

The board has previously held that a refusal to supply lists of employee names and addresses, as required by § 20910 of the board's regulations, is a per se violation of § 1153(a).¹⁸ In recent cases, the board has further held that the submission of incomplete lists is a violation of § 1153(a). In *Tenneco West, Inc.*,¹⁹ the employer violated the Act where the current street addresses for the vast majority of workers were omitted from the list and the employer also failed to submit the names and street addresses of the workers employed through a labor contractor engaged by the employer. In a consolidated case,²⁰ respondent employers submitted lists which failed to indicate the payroll period during which employees had worked, failed to give accurate job classifications for the workers and failed to give street addresses.

g. Other Forms of Interference

In *McAnally Enterprises, Inc.*,²¹ the board found that the employer violated § 1153(a) by refusing to allow a former employee who still lived on company property to leave the property for approximately one-half hour. The hearing officer found that such conduct interfered with the employee's union activity, notwithstanding the fact that she was no longer employed, because her employment was terminated as a consequence of the employer's unlawful action.

¹⁴ *Id.*, citing *NLRB v. Gotham Industries*, 106 F.2d 1306 (1969).

¹⁵ 8 Cal. Admin. Code § 20900(e)(5)(C) (1977).

¹⁶ *Jasmine Vineyards, Inc.*, 3 ALRB No. 74 (1977).

¹⁷ *Rod McLellan Company*, 3 ALRB No. 71 (1977); *McAnally Enterprises, Inc.*, 3 ALRB No. 82 (1976); *Howard Rose Company*, 3 ALRB No. 86 (1977).

¹⁸ *Henry Moreno*, 3 ALRB No. 40 (1977).

¹⁹ 3 ALRB No. 92 (1977).

²⁰ *Laffin & Laffin*, 4 ALRB No. 28 (1978).

²¹ 3 ALRB No. 82 (1977).

In the same case, the board agreed with the hearing officer that the eviction of two employees from company housing was an independent violation of the Act, in addition to their unlawful discharges. Accordingly, the board ordered the respondent to pay the employees for all expenses resulting directly from the defense of the eviction. The board followed NLRB precedent²² in restoring the employees as closely as possible to their situation prior to respondent's unlawful actions.

In *McCoy's Poultry Services, Inc.*,²³ a panel of the board agreed with the hearing officer that an employer interfered with employee's union activities by telling them shortly before an election that they were supervisors who therefore could not vote in the election and could not strike. Had the employer clarified that his statement was merely his legal position which was not binding on the employees, who might make their own judgment on the matter, his statement would not have been a violation.

The board also held that threat of change in the application of company rules because of unionization constitutes a violation of § 1153(a). In *McCoy's Poultry*,²⁴ two days after a representation election, the employer distributed written work rules setting forth disciplinary actions for violations. The board found that the timing of this distribution carried the implied, but definite, threat that because of employee's union activities, company rules henceforth would be strictly enforced.

2. Employer Assistance to Labor Organizations

Section 1153(b) makes it unlawful for an employer "to dominate or interfere with the formation or administration of any labor organization or contribute financial or other support to it."

In *Jasmine Vineyards, Inc.*,²⁵ a three-member board panel concurred with the administrative law officer that the respondent had violated § 1153(b) by urging employees to sign authorization cards for a union. In another case,²⁶ the board found that the employer violated §§ 1153(a) and (b) of the Act by permitting access for organizational activity to a union which had an existing pre-Act contract, and at the same time denying access to another union. Additionally, the board found the company responsible for a supervisor's unlawful acts of distributing campaign buttons for a union.

3. Employer Discrimination in Conditions of Employment

Section 1153(c) of the Act prohibits an employer from discriminating against employees "in regard to the hiring or tenure of employment, or any term or condition of employment" for the purpose of encouraging or discouraging membership in any labor organization. During the past year, this provision has been applied in several new factual situations.

In *McAnally Enterprises*,²⁷ the board found that an employee had been unlawfully discharged for his wife's union activities. Citing NLRB prece-

²² Baptist Memorial Hospital, 229 NLRB No. 1 (1977).

²³ 4 ALRB No. 15 (1978).

²⁴ *Id.*

²⁵ 3 ALRB No. 74 (1977).

²⁶ Security Farms, 3 ALRB No. 81 (1977).

²⁷ 3 ALRB No. 82 (1977).

dent,²⁸ the board held that even if the employee had been a supervisor, discharge for the union activities of one's spouse is a violation of the Act.

The board found that several employees had been constructively discharged when changes in their working conditions made continued employment intolerable, and they were in effect forced to quit.²⁹ The constructive discharges violated §§ 1153(a) and (c) of the Act.

In another case,³⁰ the board upheld the administrative law officer's finding that an employee had been "set up" to be discharged. Records were kept of only that employee's activities, and not of other employees, so that the employer could claim good cause for the discharge.

Denial of a leave of absence and, thereafter, a denial of rehiring, was also found to violate § 1153(c) when this treatment was due to union activities.³¹

4. Employer Discrimination for Participation in Board Proceedings

Section 1153(d) of the Act prohibits agricultural employers from discharging or otherwise discriminating against an agricultural employee "because he has filed charges or given testimony" under the Act.

In one case, three workers were discharged after attending a board hearing in which two of them testified.³² The administrative law officer held that the respondent violated § 1153(d) by discharging only those workers who had testified. The board rejected this literal interpretation of the section. Instead, it adopted the NLRB precedent which has broadly applied the protection of the equivalent section of the NLRA³³ to employee participation in various other aspects of its processes, in addition to filing charges and testifying.³⁴ For more than 35 years the NLRB has applied this interpretation, which has been affirmed by the Supreme Court.³⁵

5. Union or Employer Refusal to Bargain

Sections 1153(e) and 1154(c) require an employer and the employees' elected representative, respectively, to bargain collectively in good faith. Section 1155.2 sets forth the scope of mandatory collective bargaining. It includes the mutual obligation of the agricultural employer and the employees' collective bargaining representative to meet at reasonable times and to confer in good faith with respect to wages, hours and other terms and conditions of employment; or the negotiation of an agreement, or any questions arising thereunder; and the execution of a written contract incorporating any contract reached, if requested by either party. Neither party, however, is compelled to agree to a proposal or to make a concession.

During the past year, the board has considered charges of § 1153(e)

²⁸ Consolidated Foods Corporation, 165 NLRB 953.

²⁹ Frudden Produce Co., 4 ALRB No. 17 (1978).

³⁰ Sacramento Nursery Growers, Inc. (OKI Nursery, Inc.), 3 ALRB No. 94 (1977).

³¹ Rod McLellan Company, 3 ALRB No. 71 (1977).

³² Bacchus Farms, 4 ALRB No. 26 (1978).

³³ § 8(a) (4).

³⁴ *cf.* E.H., Ltd., dba Earringhouse Imports, 227 NLRB No. 118 (1977).

³⁵ NLRB v. Scrivener (AA Electric Co.), 405 U.S. 117 (1972).

violations for the first time. In *Adam Dairy*,³⁶ the board adopted the administrative law officer's findings that the employer had violated this section. Applying NLRB precedent, the law officer found that the employer had unlawfully refused to bargain in good faith by refusing to supply information requested by the union;³⁷ by instituting numerous unilateral changes (including discharges, change in pay rate and method of payment for irrigators, subsequent wage increases, and granting of housing allowances to the employees hired to replace discharged employees;³⁸ and by failing to provide a meaningful counter-proposal).³⁹

In *Perry Farms, Inc.*,⁴⁰ the administrative law officer found, and the board agreed, that the respondent had violated §§ 1153(a) and (e) of the Act by failing to provide the union with requested bargaining information and by refusing to meet with the union for bargaining purposes, although requested to do so.

6. Union or Employer Arranging Employment for the Purpose of Voting

Section 1154.6 of the Act prohibits employers and labor organizations and their agents from "willfully [arranging] for persons to become employees for the primary purpose of voting in elections."

In *Adam Dairy*,⁴¹ the full board concluded that the employer's primary purpose in hiring students was to have them vote in the election. Determinative of his finding of a § 1154.6 violation, the administrative law officer noted such factors as the unprecedented hiring of a student crew during the particular month in question, the employer's apparent anti-union bias, the small amount of time worked by the student workers, and the employer's knowledge of the likely voting pattern of the student crew.

C. Remedial Orders

1. The "Make-Whole" Remedy for Refusal to Bargain

Section 1160.3 of the Act states that, where the board finds that an employer has violated the Act by a refusal to bargain, the board shall issue an order requiring the employer "to take affirmative action, including . . . making employees whole, when the board deems such relief appropriate, for the loss of pay resulting from the employer's refusal to bargain . . ."

In *Adam Dairy*⁴² and *Perry Farms*,⁴³ the board awarded the make-whole remedy for the first time. Noting that the Act grants specific authorization for the remedy, the board discussed other questions which arise from the statutory language. First, the majority of the board found that make-whole relief would be appropriate in any case in which employees

³⁶ 4 ALRB No. 24 (1978).

³⁷ NLRB v. John S. Swift Co., 277 F. 2d 641 (CA 7, 1960).

³⁸ NLRB v. Katz, 369 U.S. 736 (1962).

³⁹ Johnson's Industrial Caterers, Inc., 197 NLRB 352 (1972).

⁴⁰ 4 ALRB No. 25 (1978).

⁴¹ 4 ALRB No. 12 (1978).

⁴² 4 ALRB No. 24 (1978).

⁴³ 4 ALRB No. 25 (1978).

suffer a loss of pay as a result of an employer's refusal to bargain.⁴⁴ Next, the board concluded that the term "pay," as it appears in the statute, applies not only to wages paid directly to the employee, but also to all other benefits capable of monetary calculation which flow to the employee by virtue of the employment relationship. The board construed the term "pay" in its broad sense, in the same way that the California courts have construed the term "wages"⁴⁵ and the NLRB has construed the term "back pay."⁴⁶

In fashioning the make-whole remedy, the board read the Act as directing a remedy which is minimally intrusive into the bargaining process and which encourages the resumption of that process. The board therefore rejected the method of calculating back pay proposed by the general counsel and charging party which would have required establishing the elements of a hypothetical contract that the employees could have expected to achieve and then costing out the contract's elements. Instead, the board adopted the concept which is embodied in legislation pending before Congress⁴⁷ that would measure back pay as the difference between (1) the wages and other benefits received by employees during the period of delay, and (2) the wages and fringe benefits the employees were receiving at the time of the unfair labor practice, multiplied by the percentage change in wages and other benefits as stated in the quarterly report of the Bureau of Labor Statistics (BLS).⁴⁸ The board noted, however, that there are no statistics on wages or on collective bargaining settlements in agricultural labor comparable to the BLS data used in the propose NLRB formula.

Therefore, calculation of the basic wage rate of the make-whole award was accomplished by using an appropriate group of United Farm Workers contracts to determine the average negotiated wage rate for the relevant period. Calculation of fringe benefits was made from data collected by the Federal Bureau of Labor Statistics. The board determined that the make-whole period should run from the date of respondent's first refusal to bargain until it commences to bargain in good faith. By using this period, the remedy deprives an employer of the economic benefits to be gained by its continuing refusal to bargain, but permits the employer to toll its liability by ceasing its unlawful conduct.

⁴⁴ In his concurring opinions, board member McCarthy stated he believed the board should proceed on a case-by-case basis in the application of the make-whole remedy.

⁴⁵ *Ware v. Merrill, Lynch, Pierce, Fenner & Smith, Inc.*, 24 Cal. App. 3d 35 (1972).

⁴⁶ *Richard W. Kaase*, 162 NLRB 122 (1967); *United Machinery Corp.*, 96 NLRB 1309 (1951); *Knickerbocker Plastics Co.*, 104 NLRB 514 (1953).

⁴⁷ H.R. 8410, the Labor Law Reform Bill.

⁴⁸ Bureau of Labor Statistics, *Average Wage and Benefit Settlements, Quarterly Report of Major Collective Bargaining Settlements*.

2. Other Remedies for Refusal to Bargain

In *Adam Dairy*,⁴⁹ the board awarded the following remedies for an employer's refusal to bargain, in addition to the make-whole remedy:

- rescission of unilateral changes by the employer, if the union makes such a request on behalf of the respondent's employees;
- extension of the union's certification for one year from the date on which the employer commences to bargain in good faith;
- a specific order that the employer supply relevant information to the certified union, in addition to a general order that it bargain in good faith with the union.

D. Procedure

1. Statute of Limitations

Section 1160.2 of the Act requires that, in order for a complaint to issue, a charge must be filed with the board no later than six months following the occurrence of an unfair labor practice. Following NLRB precedent, the board has held that this statutory limitation is not jurisdictional, but must be the subject of an affirmative defense.⁵⁰ Failure to raise the statutory limitation constitutes a waiver of the defense.⁵¹

2. Complaint

The board has reaffirmed its holding of *Anderson Farms Company*⁵² that an issue which was not charged in the complaint, but was fully litigated at the hearing, is appropriate for the board to consider.⁵³

3. Res Judicata

The board has affirmed its earlier holding that the doctrines of res judicata and collateral estoppel do not apply to findings in a representation case.⁵⁴ This does not mean that the representation decision is not without some weight, but only that it is not determinative of the issue.

⁴⁹ 4 ALRB No. 24 (1978).

⁵⁰ *Perry Farms, Inc.*, 4 ALRB No. 25 (1978).

⁵¹ *Id.*

⁵² 3 ALRB No. 67 (1977).

⁵³ *Prohoroff Poultry Farms*, 3 ALRB No. 87 (1977).

⁵⁴ *McCoy's Poultry, Inc.*, 4 ALRB No. 15 (1978).

IV

Agricultural Labor Relations Board Litigation

A. The Statutory Framework for Review of Board Decisions

During the fiscal year 1977-78, the board issued over fifty final decisions and orders. Of these 21¹ were the subjects of petitions for review pursuant to Cal. Lab. Code § 1160.8,² and of these all but four³ are still pending in the courts of appeal, awaiting the California Supreme Court's decision on the constitutionality of the entire scheme of judicial review set forth in § 1160.8. Through the provisions of § 1160.8, the Legislature vested review of board decisions in the courts of appeal under the substantial evidence test, which requires the courts to uphold the findings of the board if they are supported by substantial evidence on the record as a whole. The substantial evidence standard of review accords the kind of finality to board decisions which appellate courts give to the decisions of superior courts. Under prior California law, an agency was not entitled to review under this standard unless the agency either derived its power from a provision of the California Constitution, or the agency's sphere of action did not affect fundamental vested rights.

The constitutionality of the ALRA review procedures was first argued

¹ Over thirty §1160.8 Petitions for Review are now pending in the courts of appeal, but only 21 were filed during fiscal year 1977-78.

² Section 1160.8 provides:

"Any person aggrieved by the final order of the board granting or denying in whole or in part the relief sought may obtain a review of such order in the court of appeal having jurisdiction over the county wherein the unfair labor practice in question was alleged to have been engaged in, or wherein such person resides or transacts business, by filing in such court a written petition requesting that the order of the board be modified or set aside. Such petition shall be filed with the court within 30 days from the date of the issuance of the board's order. Upon the filing of such petition, the court shall cause notice to be served upon the board and thereupon shall have jurisdiction of the proceeding. The board shall file in the court the record of the proceeding, certified by the board within 10 days after the clerk's notice unless such time is extended by the court for good cause shown. The court shall have jurisdiction to grant to the board such temporary relief or restraining order it deems just and proper and in like manner to make and enter a decree enforcing, modifying and enforcing as so modified, or setting aside in whole or in part, the order of the board. The findings of the board with respect to questions of fact if supported by substantial evidence on the record considered as a whole shall in like manner be conclusive.

"An order directing an election shall not be stayed pending review, but such order may be reviewed as provided in Section 1158.

"If the time for review of the board order has lapsed, and the person has not voluntarily complied with the board's order, the board may apply to the superior court in any county in which the unfair labor practice occurred or wherein such person resides or transacts business for enforcement of its order. If after hearing, the court determines that the order was issued pursuant to procedures established by the board and that the person refuses to comply with the order, the court shall enforce such order by writ of injunction or other proper process. The court shall not review the merits of the order."

³ Of these four, two petitions were denied outright without issuance of a writ, and two were decided after issuance of an alternative writ and upon written decision.

before the Court of Appeal, Fifth Appellate District, in the case of *Tex-Cal Land Management, Inc. v. ALRB*.⁴ The court requested briefing on the issues and heard extended oral argument on January 11, 1978. The court held that the review procedure for board decisions is constitutional because the ALRB derives its powers from Article XIV, Section 1 of the California Constitution. The employer appealed from this decision, and the Supreme Court granted a hearing, vacating the opinion of the court below. Prior to hearing oral argument, the Supreme Court requested that parties be prepared to discuss whether the court needed to address the constitutional basis of the ALRB in order to determine the validity of the review procedure established by § 1160.8. Should the court decide that inquiry into the constitutional status of the agency is not required to determine the constitutionality of the ALRA's review procedure, the decision would represent a shift in focus of the law of judicial review of administrative agencies. Oral arguments were heard on October 5, 1978. As of this writing, the court has not issued its decision.

As noted above, because of the significance of the issues in *Tex-Cal*, most intermediate appellate courts have deferred decision on the petitions for review pending before them. Of the four decisions which have been issued, one was later vacated when the court of appeal granted rehearing to consider the narrow question of the necessity for remand to the board when the court finds a remedy to be an abuse of discretion.⁵ In another decision, the court held that it had no jurisdiction to consider a petition for review filed more than 30 days after the date of the board's decision and order,⁶ so that final decisions and orders have been upheld and ordered enforced in only two cases (both unpublished): *Arnaudo Bros. v. ALRB*⁷ and *Sacramento Nursery Growers v. ALRB*.⁸

If review of board decisions has been largely suspended because of the questions pending in *Tex-Cal*, courts have nevertheless addressed a number of major issues relating to the operations and scope of the Agricultural Labor Relations Act.

B. Judicial Intervention in ALRB Processes

1. Reviewability of General Counsel's Discretion to Issue Complaints

In *Belridge Farms v. ALRB*,⁹ the Supreme Court held that a refusal of the general counsel to issue an unfair labor practice complaint does not constitute a final order of the board and is not, therefore, reviewable under § 1160.8. However, the court stated that the general counsel's interpretation of a statute is otherwise reviewable under California law. Petitioner sought review of the general counsel's refusal to issue a complaint

⁴ 5th Cir., #3395, hearing granted, SF #2393.

⁵ *Pandol and Sons v. ALRB*, 5 Civil 3446. In that case, the court upheld the board's findings and most of the board's remedial order but struck that part of the order granting the union additional access without restriction as to the number of organizers.

⁶ *Jackson and Perkins v. ALRB*, 77 Cal. App. 3d 830. While this decision is of major importance, it is clearly not a decision on the merits.

⁷ 3 Civil 17316.

⁸ 3 Civil 17479.

⁹ 21 Cal. 3d 551 (1978).

following charges that a labor organization had violated the board's access regulation (8 Cal. Admin. Code § 20900). The general counsel's refusal was based upon his interpretation of Cal. Lab. Code § 1154(a) (1), to the effect that restraint or coercion must be shown before the conduct of a labor organization becomes an unfair labor practice. The court held that this interpretation was supported by the statute and, treating the petition for review as one for a writ of mandate, denied the writ.

2. Exclusive Board Jurisdiction Over Unfair Labor Practice Proceedings

In *United Farm Workers v. Superior Court*,¹⁰ the real party in interest, an agricultural employer, sought declaratory judgment from the trial court to determine the duration of its duty to bargain under the Agricultural Labor Relations Act once a labor organization has been certified. After the suit was filed, the board issued its opinion in *Kaplan's Fruit and Produce Company, Inc.*,¹¹ holding that the duty to bargain does not lapse at the end of the initial certification year. The court held that the duration of the employer's duty to bargain could be raised as a defense to an unfair labor practice complaint charging refusal to bargain. The court reasoned that, under these circumstances, the employer's right to judicial review pursuant to § 1160.8 was the exclusive means of challenging the board's interpretation of the Act.

3. Preemption

One area of increasing significance to the Act is the relationship of the special jurisdiction of the board to the general jurisdiction of the courts. Under federal law, which has itself undergone a subtle change in the recent decision of *Sears Roebuck v. Goerman*,¹² potential clashes between the jurisdiction of the national labor board and the trial courts are avoided by recourse to the doctrine of preemption. While one court has held that the ALRB has "exclusive primary jurisdiction over all administration of the Act as regards unfair labor practices," *United Farm Workers v. Superior Court*,¹³ the limits of the preemption doctrine are tested by conduct which is cognizably something else (e.g., a civil cause of action or a criminal offense), as well as either an unfair labor practice or protected concerted activity under the Act. It is with respect to this class of cases that the law in California is presently unsettled.¹⁴

The Supreme Court has granted hearing in *Kaplan's Fruit and Produce v. Superior Court*.¹⁵ In that case, the court of appeal held that Code of Civil Procedure § 527.3, enacted at the same time as the ALRA, indicated the legislative intent that, notwithstanding the powers of the ALRB to redress unfair labor practices, an agricultural employer may seek to enjoin a union's interference with lawful ingress and egress under the equitable

¹⁰ 72 Cal. App. 3d 268 (1977).

¹¹ 3 ALRB No. 28 (1977).

¹² U.S., 98 Supreme Court 1745, 46 U.S. Law Week 4446 (1978).

¹³ 72 Cal. App. 3d 268, 271 (1977).

¹⁴ At least one court of appeal has indicated that the doctrine of preemption may not apply at all in California. *People v. Medrano*, 78 Cal. App. 3d 198 (concurring opinions) (1978). Court of Appeal, 3rd App. Dist.

¹⁵ LA # 31025.

powers of the superior court. The court held that an employer was not required to go through ALRB procedures in such circumstances,¹⁶ but could seek injunctive relief in a private action against the union. By granting hearing in this case, the Supreme Court has the opportunity to begin to define the relationship between the equitable jurisdiction of the superior courts and the special jurisdiction of the ALRB.¹⁷

C. Pre-Petition List Cases

Because of the pendency of *Tex-Cal* decision, cases involving the validity of the board's pre-petition list regulation, 8 Cal. Admin. Code § 20910(c), have also been delayed. Three cases are presently pending in which employers challenge the board's holding that failure to submit a complete list of employee names, current street addresses and job classifications within five days of service of a notice of intent to organize is an unfair labor practice. *Laflin and Laflin v. ALRB*,¹⁸ *Harry Carian Sales, Inc. v. ALRB*,¹⁹ and *Richard Peters Farms, Inc. v. ALRB*.²⁰

In two unrelated cases involving two of the same employers, the board attempted to enforce compliance with the pre-petition list regulation by issuing a subpoena which required production of the information not previously provided by the employers. When the employers failed to turn over complete lists, the board applied to superior court for an order enforcing its subpoenas. In both cases, the superior court refused to order further compliance with the board's subpoenas.²¹ The board then appealed to the Fourth District Court of Appeal. In one opinion, which was subsequently ordered unpublished by the Supreme Court, the court of appeal held that the trial court did not abuse its discretion in finding that the employers had substantially complied with the subpoena.²² In the other, the court held that the question of enforceability of the subpoena was moot because a union had won the ALRB election held among the employer's agricultural workers.²³ There is now a third pre-petition case before the court, which raises the question of whether the trial court abused its discretion in failing to order the employer to produce the lists upon an application by the board for a mandatory injunction under Cal. Lab. Code § 1160.4.²⁴ The court has taken this matter under submission.

D. Review of Certifications and the Make-Whole Remedy

In *Adam Dairy*,²⁵ and *Perry Farms*,²⁶ the board awarded the make-

¹⁶ Sections 1160.4 and 1160.6 of the Act empower the board, if it has reasonable cause to believe that a party is engaged in an unfair labor practice as charged, to petition superior courts for injunctive relief.

¹⁷ Still pending as of this writing is a decision by the Supreme Court in *Vargas v. Municipal Court*, L.A. # 30732, in which the board (appearing as amicus curiae) argued that, if retaliatory eviction for union activities is an affirmative defense in an unlawful detainer proceeding, trial of the issue of retaliatory motive must be before the ALRB.

¹⁸ 4 Civil 20242.

¹⁹ 4 Civil 20243.

²⁰ 4 Civil 20244.

²¹ In contrast, at least one superior court has enforced an ALRB subpoena duces tecum which required an employer to produce its pre-petition list pursuant to 8 Cal. Admin. Code § 20910(c). *ALRB v. Bertuccio*, San Benito Superior Court No. 10103 (1977).

²² *ALRB v. Superior Court*, 4 Civil 20242 (1978).

²³ *ALRB v. Henry Moreno*, 4 Civil 19026 (1978).

²⁴ *ALRB v. Laflin and Laflin*, 4 Civil 19153 (1978).

²⁵ 4 ALRB No. 24 (1978).

²⁶ 4 ALRB No. 25 (1978).

whole remedy for employer refusals to bargain.²⁷ In subsequent decisions, when an employer has refused to bargain in order to test a certification, the board has ordered the make-whole remedy. The Supreme Court has granted hearing in two of these cases, *J. R. Norton v. ALRB*,²⁸ and *High and Mighty Farms v. ALRB*.²⁹ At issue in both of these cases is not only whether the board's award of make-whole in technical refusals to bargain cases is appropriate, but whether the underlying certifications are valid. In *J. R. Norton*, certain of the employer's objections were dismissed without a hearing;³⁰ in *High and Mighty Farms* the employer had a complete evidentiary hearing but continues to contest the board's legal conclusions.

E. Labor Contractors

The Third Appellate District concluded in *People v. Medrano*,³¹ that the exclusion of labor contractors from the definition of agricultural employers in Cal. Lab. Code § 1140.4(c) means that they cannot, by definition, commit unfair labor practices except as an agent of the statutory employer. In an unfair labor practice case arising from the same facts,³² the court has been asked to reconsider its conclusion regarding the impact of the labor contractor exclusion and to adopt the liberal principles of agency utilized by the NLRB in imposing liability on statutory employers for the acts of their agents, including labor contractors.

F. ALRB Petitions for Enforcement Under Cal. Lab. Code § 1160.8

Section 1160.8 authorizes the board to petition for enforcement of its final order in superior court when the party against whom the order runs has refused to voluntarily comply.³³ In such an enforcement proceeding, the board need only establish that the order was issued in conformance with board procedures, that the time for judicial review has lapsed, and that the respondent refuses to comply.

The board has petitioned for superior court enforcement of its orders in only two cases to date. In *ALRB v. Ernest Perry*,³⁴ the board petitioned the San Joaquin County Superior Court for enforcement,³⁵ and in *ALRB*

²⁷ Cal. Lab. Code § 1160.3 provides that, upon finding an unfair labor practice, the board shall "issue and cause to be served on such person an order requiring such person to cease and desist from such unfair labor practice, to take affirmative action, including reinstatement of employees with or without backpay, and making employees whole, when the board deems such relief appropriate, for the loss of pay resulting from the employer's refusal to bargain . . ." *The Adam Dairy case* is a bad faith to bargain. *Perry Farms* was a technical refusal to bargain.

²⁸ LA # 31027.

²⁹ (no number assigned).

³⁰ These were dismissed by the Executive Secretary pursuant to 8 Cal. Admin. Code § 20365(c) which essentially provides that evidentiary or trial-type hearings on objections will be held only when a party presents prima facie evidence which, unless controverted or explained, would warrant overturning an election.

³¹ 78 Cal. App. 3d 198 (1978).

³² *Vista Verde Farms v. ALRB*, 3 Civil 17464, Court of Appeal, 3rd App. Dist.

³³ If the time for review of the board order has lapsed, and the person has not voluntarily complied with the board's order, the board may apply to the superior court in any county in which the unfair labor practice occurred or wherein such person resides or transacts business for enforcement of its order. If after hearing, the court determines that the order was issued pursuant to procedures established by the board and that the person refuses to comply with the order, the court shall enforce such order by writ of injunction or other proper process. The court shall not review the merits of the order.

³⁴ San Joaquin County Superior Court No. 134714 (1978).

³⁵ The board sought enforcement of its order in *Western Tomato Growers & Shippers, Inc., Stockton Tomato Co., Inc., and Ernest Perry*, 3 ALRB No. 51 (1977).

v. *S. Kuramura, Inc.*,³⁶ the board petitioned the Monterey County Superior Court.³⁷ In both cases the courts ordered enforcement of the board's order, although in the Perry matter the court declined to enforce the entire order, holding that parts of it were inappropriate. The board has sought review of the Perry court's order of partial enforcement on the ground that Cal. Lab. Code § 1160.8 does not permit superior courts to inquire into the merits of the board's decision.³⁸

In the *S. Kuramura* case, the superior court ordered the entire board remedy enforced, but the employer has appealed from this order.³⁹ The employer's appeal raises the question of whether an enforcement order is itself an appealable order or whether, as the board contends, the Legislature intended that it be nonappealable. A second issue raised by the employer is whether the time for review "lapses" under § 1160.8 when an employer's petition for review of a board decision is summarily denied by the court of appeal. Thus far, the courts of appeal have taken no action on either the *Perry* or the *S. Kuramura* enforcement orders.

³⁶ Monterey County Superior Court No. 74202 (1978).

³⁷ Enforcement of the order in *S. Kuramura, Inc.*, 3 ALRB No. 49 (1977).

³⁸ 3 Civil 18122, Court of Appeal, 3rd App. Dist.

³⁹ 1 Civil 45061, Court of Appeal, 1st App. Dist.

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Appendix A

New Procedures of the Agricultural Labor Relations Board

On December 12 and 13, 1977, the board conducted a public hearing on proposed changes in its regulations, pursuant to its powers under Cal. Lab. Code § 1144. The proposals were largely procedural changes reflecting the board's experience over the past year in the processing of election petitions and unfair labor practice charges.

In addition, the board heard testimony on Chapter 9 of the regulations, "Solicitation by Non-employee Organizers," as part of its policy of monitoring the operation of its access rule. Although it had proposed no changes in the access rule, the board requested interested persons to comment on the rule at the hearing, particularly as to post-election access, pre-certification access, post-certification access, and lunch-hour access.

In 1978, the board reviewed the comments received at the hearing and adopted changes in its regulations which became effective April 13, 1978. In addition to changes intended to improve case processing, the board modified § 20375 concerning run-off election procedures and added new § 20915 concerning pre-petition investigations of election-related issues. Both of these changes served to further refine the Act's unique expedited election procedures in the seasonal agricultural context.

APPENDIX B: Statistical Tables

I. Fiscal Year July 1, 1977-June 30, 1978 Elections

A. Petitions for Elections

	<i>Coachella</i>	<i>Oxnard</i>	<i>Fresno</i>	<i>Delano</i>	<i>Salinas</i>	<i>Santa Maria</i>	<i>Sacramento</i>	<i>San Diego</i>	<i>El Centro</i>	<i>Total</i>
1. Filed	3	9	3	13	16	12	8	70	14	148
2. Dismissed	0	0	1	0	2	2	1	2	0	8
3. Withdrawn	1	0	0	1	3	3	3	5	2	18
4. Elections Held	2	9	2	12	11	7	4	63	12	122
a. Dairy										
1) # Elections	0	0	2	4	0	0	0	58	0	64
2) # Voters	0	0	10	49	0	0	0	167	0	226
b. Non-Dairy										
1) # Elections	2	9	0	8	11	7	4	5	12	58
2) # Voters	71	2,224	0	3,375	1,415	328	160	708	795	9,076

B. Votes Cast

	<i>Coachella</i>	<i>Oxnard</i>	<i>Fresno</i>	<i>Delano</i>	<i>Salinas</i>	<i>Santa Maria</i>	<i>Sacramento</i>	<i>San Diego</i>	<i>El Centro</i>	<i>Total</i>
No Union	22	338	2	1,400	252	42	57	76	126	2,315
Christian Labor Association	0	0	0	0	0	0	0	118	0	118
Teamsters, Local 63	0	0	7	28	0	0	0	35	0	70
United Farm Workers of America	39	1,759	0	1,742	714	94	84	627	556	5,615
Fresh Fruit and Vegetable Workers	0	0	0	0	8	0	0	0	15	23
International Union of Agricultural Workers	0	28	0	0	0	181	0	0	2	211
California Independent Union	0	0	0	0	58	0	0	0	0	58
Independent Union of Agricultural Workers	0	0	0	0	293	0	0	0	0	293
Amalgamated Meatcutters and Butcher Workmen of North America Local 115	0	0	0	0	0	0	7	0	0	7
Challenged Ballots Determinative	10	99	1	254	90	11	12	19	96	592
Total	71	2,224	10	3,424	1,415	328	160	875	795	9,302

C. Elections Not Objected To

	<i>Coachella</i>	<i>Oxnard</i>	<i>Fresno</i>	<i>Delano</i>	<i>Salinas</i>	<i>Santa Maria</i>	<i>Sacramento</i>	<i>San Diego</i>	<i>El Centro</i>	<i>Total</i>
No Union Victories *	0	0	1	2	1	1	1	2	0	8
United Farm Workers of America Victories *	2	7	0	2	2	0	2	1	3	19
Christian Labor Association Victories *	0	0	0	0	0	0	0	47	0	47
Teamsters, Local 63 Victories *	0	0	1	0	0	0	0	7	0	8
Fresh Fruit and Vegetable Workers Victories *	0	0	0	0	0	0	0	0	2	2
Total	2	7	2	4	3	1	3	57	5	84
Total Voters	71	2,046	10	52	188	4	101	210	242	2,924

*Victory" means the ballot choice which received a majority of the votes cast.

D. Elections Objected To

	<i>Coachella</i>	<i>Oxnard</i>	<i>Fresno</i>	<i>Delano</i>	<i>Salinas</i>	<i>Santa Maria</i>	<i>Sacramento</i>	<i>San Diego</i>	<i>El Centro</i>	<i>Total</i>
No Union Victories*	0	0	0	3	0	1	1	2	0	7
United Farm Workers of America Victories*	0	1	0	3	3	0	0	4	7	18
Teamsters, Local 63 Victories*	0	0	0	2	0	0	0	0	0	2
International Union of Agricultural Workers Victories*	0	0	0	0	0	5	0	0	0	5
Independent Union of Agricultural Workers Victories*	0	0	0	0	4	0	0	0	0	4
Challenged Ballots Determinative	0	1	0	0	1	0	0	0	0	2
Total	0	2	0	8	8	6	1	6	7	38
Total Voters	0	178	0	3,372	1,227	324	59	663	553	6,378

* "Victory" means the ballot choice which received a majority of the votes cast.

E. Elections Involving More Than One Union

	<i>Coachella</i>	<i>Oxnard</i>	<i>Fresno</i>	<i>Delano</i>	<i>Salinas</i>	<i>Santa Maria</i>	<i>Sacramento</i>	<i>San Diego</i>	<i>El Centro</i>	<i>Total</i>
allenged Ballots Determinative	0	1	0	0	1	1	0	0	0	3
ited Farm Worker Victories*	0	0	0	0	0	0	0	0	1	1
ernational Union of Agricultural Workers Victories*	0	0	0	0	0	3	0	0	0	3
ependent Union of Agricultural Workers Victories*	0	0	0	0	4	0	0	0	0	4
otal	0	1	0	0	5	4	0	0	1	11
otal Voters	0	85	0	0	643	245	0	0	101	1,074

ictory" means the ballot choice which received a majority of the votes cast.

F. Elections Involving Only the United Farm Workers and No Union on the Ballot

	<i>Coachella</i>	<i>Oxnard</i>	<i>Fresno</i>	<i>Delano</i>	<i>Salinas</i>	<i>Santa Maria</i>	<i>Sacramento</i>	<i>San Diego</i>	<i>El Centro</i>	<i>Total</i>
o Union Victories*	0	0	0	3	0	0	1	0	0	4
nited Farm Workers Victo- ries*	2	8	0	5	5	0	2	5	9	36
Total	2	8	0	8	5	0	3	5	9	40
Total Voters	71	2,139	0	3,375	750	0	144	708	678	7,865

*"Victory" means the ballot choice which received a majority of the votes cast.

**G. Elections Involving Only the Christian Labor
Association and No Union on the Ballot**

	<i>Fresno</i>	<i>Delano</i>	<i>San Diego</i>	<i>Total</i>
o Union Victories*	1	0	5	6
hristian Labor Association Victories*	0	0	51	51
Total	1	0	56	57
Total Voters	0**	0	130	130

"Victory" means the ballot choice which received a majority of the votes cast.
The one eligible voter did not cast a ballot.

H. Elections Involving Only Teamsters Local 63 and No Union on the Ballot

	<i>Fresno</i>	<i>Delano</i>	<i>San Diego</i>	<i>Total</i>
o Union Victories*	0	2	0	2
International Brotherhood of Teamsters, Local 63 Victories*	1	2	7	10
Total	1	4	7	12
Total Voters	10	49	37	96

*"Victory" means the ballot choice which received a majority of the votes cast.

**I. Elections Involving Unions and No Union Other
Than the United Farm Workers, the Christian
Labor Association and Teamsters Local 63 on
the Ballot**

	<i>Coachella</i>	<i>Oxnard</i>	<i>Fresno</i>	<i>Delano</i>	<i>Salinas</i>	<i>Santa Maria</i>	<i>Sacramento</i>	<i>San Diego</i>	<i>El Centro</i>	<i>Total</i>
o Union Victories*	0	0	0	0	1	2	1	0	0	4
International Union of Agricultural Workers Victories*	0	0	0	0	0	1	0	0	0	1
Independent Union of Agricultural Workers Victories*	0	0	0	0	1	0	0	0	0	1
Fresh Fruit and Vegetable Workers Victories*	0	0	0	0	0	0	0	0	2	2
Total	0	0	0	0	2	3	1	0	2	8
Total Voters	0	0	0	0	221	50	16	0	16	303

*"Victory" means the ballot choice which received a majority of the votes cast.

II. Fiscal Year July 1, 1977-June 30, 1978 Unfair Labor Practice Complaints—Action Taken

	<i>Coachella</i>	<i>Oxnard</i>	<i>Fresno</i>	<i>Delano</i>	<i>Salinas</i>	<i>Santa Maria</i>	<i>Sacramento</i>	<i>San Diego</i>	<i>El Centro</i>	<i>Total</i>
Charges Filed	73	43	22	244	166	8	27	82	77	742
Complaints Issued	14	9	4	25	20	2	10	16	23	123
Hearings Completed	8	1	6	14	12	0	8	10	9	68
Complaints Withdrawn Absent Settlement	3	1	1	1	1	0	1	1	2	11
Complaints Settled	4	8	3	10	11	1	5	6	18	66
Board Decisions Issued	7	2	10	1	15	0	9	6	5	55
Final Hearing Officer Decision not excepted to by Parties	2	0	1	1	3	0	0	3	0	10
Cases Unresolved as of June 30, 1978	15	3	17	16	31	3	5	13	20	123
1977-1978 Cases Closed as of June 30, 1978	8	7	3	11	8	0	5	6	14	62

Appendix C

Cases Heard By

The Agricultural Labor Relations Board

in Fiscal Year 1978

I. Election Cases

Sam Andrews & Sons ¹	77-RC-10-D, 77-PM-1-D
George Arakelian Farms.....	76-RC-24-E
G & T Berry Farm.....	77-RC-2-V
Paul W. Bertuccio, dba Bertuccio Farms.....	77-RC-13-M
D'Arrigo Brothers of California	75-RC-88-F
Donley Farms, Inc.	77-RC-17-E
Dunlap Nursery	77-RC-2-C
Mel Finerman Co., Inc./Circle Two	78-RC-1-V, 78-RC-1-E
Gourmet Harvesting & Packing Co	77-RC-14-E
Holtville Farms.....	78-RC-2-E
Ikeda Brothers.....	77-RC-5-SM
Jack Brothers & McBurney, Inc.	76-RC-25-E (R)
Jackson Farm Management, Inc.	76-RC-13-E (R)
Joe Maggio, Inc.	75-RC-19-E (R)
Charles Malovich	77-RC-4-D
Martori Brothers Distributing	77-RC-1-E (R)
Monterey Mushrooms, Inc.	78-RC-3-M
William Mosesian Corp.	77-RC-12-D
O. P. Murphy & Sons	75-RC-145-M
Ranch No. 1/Spudco.....	77-RC-13-D, 77-PM-1-F
	77-PM-2-F
Roberts Farms	77-RC-2-F
Salinas Lettuce Farmers Coop	77-RC-10-M, 77-CL-12-M

¹ The following abbreviations are used in this list:

75—1975; 76—1976

77—1977; 78—1978

CE—Charge against employer

CL—Charge against labor union

PM—Procedural Motion

RC—Representation Case

1—Chronological sequence of election cases in a particular region.

C—Coachella

D—Delano

E—El Centro

F—Fresno

M—Salinas

SM—Santa Maria

R—Riverside

V—Ventura

X—San Diego

Select Nursery	77-RC-6-V
Signal Produce Co./Brock Research, Inc.	77-RC-13-E
Harry Singh & Sons	75-RC-47-R
Tenneco West, Inc.	77-RC-6-C
J. A. Wood Co	77-RC-9-E
George Yamamoto Farm	78-RC-6-X
Mike Yurosek & Sons, Inc.	77-RC-4-E

II. Unfair Labor Practice and Consolidated Cases

Abatti Farms, Inc./Abatti Produce, Inc. ¹	78-CE-2-E
American Foods	77-CE-9-V
San Andrews Sons	75-CE-49-E(R), 75-CE-68-E(R)
	76-CE-114-E, 77-CE-109-E
San Andrews Sons	76-CL-32-E, 76-CL-32-1-E
	76-CL-33-E, 76-CL-34-E
	76-CL-34-1-E
George Arakelian Farms, Inc.	77-CE-115-E, 77-CE-116-E
	77-CE-117-E, 77-CE-149-E
	77-CE-150-E, 77-CE-163-E
Richard Bagdasarian	77-CE-31-C, 77-CE-78-C
	77-CE-148-C, 77-CE-149-C
	77-CE-192-C
Ballantine Produce Co.	77-CE-97-D
Paul Bertuccio (Bertuccio Farms)	77-CE-54-M, 77-CE-64-M
	77-CE-67-M, 77-CE-68-M
	77-CE-69-M, 77-CE-70-M
	77-CE-70-1-M, 77-CE-74-M
J. C. Boswell.....	77-CE-4-D
Buena Foothill Growers Association	77-CE-16-V, 77-CE-20-V
Buena Ventura Flower Co.	76-CE-7-V, 76-CE-19-V
Buena Ventura Lemon Co.	76-CE-99-E
Butte View Farms	75-CE-7-S
C & V Vegetable Farms.....	77-CE-20-M
Anton Caratan & Sons	77-CE-44-D
M. Caratan, Inc.	77-CE-11-D, 77-CE-62-D
	77-CE-62-1-D, 77-CE-66-D
	77-CE-66-1-D, 77-CE-62-2-D
	77-CE-62-3-D, 77-CE-62-4-D
	77-CE-152-D, 77-CE-168-D
	77-CE-212-D

¹ The following abbreviations are used in this list:

- 75—1975
- 76—1976
- 77—1977
- 78—1978
- RC—Representation Case
- CE—Charge Against Employer
- CL—Charge Against Labor Union
- 1—Chronological sequence of unfair labor practice cases in a particular region.
- C—Coachella
- D—Delano
- E—El Centro
- F—Fresno
- M—Salinas
- R—Riverside
- S—Sacramento
- SM—Santa Maria
- V—Ventura
- X—San Diego
- 1A—Indicates that unfair labor practice charge was amended.

"Consolidated" hearings are those in which more than one unfair labor practice charge, or unfair labor practice charges and challenges to an election concerning the same ranch, are heard.

Harry Carian Sales	77-CE-92-C, 77-CE-99-C 77-CE-103-C, 77-CE-108-C 77-CE-120-C, 77-CE-123-C 77-CE-128-C, 77-CE-142-C 77-CE-183-C, 77-CE-185-C 77-CE-187-C, 77-CE-188-C 77-CE-127-D, 77-RC-15-C 77-RC-16-C, 77-RC-16-1-C	Kir Kit Kle J J
Carter Farms, Inc.	76-CE-13-S, 76-CE-14-S 76-CE-15-S	Jol
Bruce Church, Inc.	77-CE-13-M	Ky
Bruce Church, Inc.	76-CE-124-E, 76-CE-142-E, 77-CE-65-E 77-CE-74-E, 77-CE-121-E 77-CE-21-M	La Lu Jo
Coachella Imperial Distributors	77-CE-140-C, 77-CE-177-C 77-CE-180-C, 77-CE-182-C 77-CE-204-C, 77-RC-17-C	M: M: M:
L. E. Cooke Co.	76-CE-12-F	
Corona College Heights		Je:
Orange and Lemon Association	76-CE-47-R, 77-CE-2-X	M:
Crestview Dairy & Riverdale Dairy	77-CE-9-X, 77-CE-10-X 77-CE-17-X, 77-RC-85-X 77-RC-86-X	M: M:
Donley Farms	77-CE-134-E, 77-CE-134-1-E 77-CE-135-E, 77-CE-138-E 77-CE-139-E, 77-CE-144-E 77-CE-145-E	Re M: M
E & J Gallo Winery	75-CE-1-F, 75-CE-22-F 75-CE-26-F, 75-CE-76-F 75-CL-1-F, 75-RC-6-F	C. M
Garin Co.	76-CE-13-E(R), 76-CE-15-E 76-CE-22-E	
Golden Valley Farming Co.	77-CE-32-D	Ri
Gonzales Packing Co.	77-CE-3-M	
Gonzales Packing Co.	77-CE-44-M	
Gourmet Farms	76-CE-113-E, 77-CE-72-E	
Albert C. Hansen, dba Hansen Farms	76-CE-3-M	
Albert C. Hansen, dba Hansen Farms	77-CE-35-M	
Robert Hickam	76-CE-75-F	
Highland Ranch & San Clemente Ranch, Ltd	77-CE-11-X, 77-CE-13-X 77-CE-14-X, 77-CE-19-X 77-CE-21-X, 77-CE-27-X 77-CE-35-X, 78-CE-4-X 78-CE-5-X	M O O
Hiji Brothers (Seaview Growers, Inc.)	77-CE-12-V	
I.U.A.W. (Phelan & Taylor)	77-CL-1-M, 77-CL-1-1-M	N
I.U.A.W.	77-CE-1-SM, 77-CL-1-SM 77-RC-1-SM	E N N
K. K. Ito Farms	77-CE-130-V	
Karahadian Ranches, Inc. and		
Karahadian and Sons & Milton Karahadian	77-CE-40-C, 77-CE-73-C 77-CE-94-C, 77-CE-107-C	R O
Kawano, Inc.	76-CE-51-R	

Kimura & Sons	75-CE-6-S, 75-RC-7-S
Kitayama Brothers Nursery	75-CE-54-S, 76-CE-19-S
Klein Ranch (Estate of Jack Klein, Klein Ranch, Bud D. Klein, Trustee, William Dal Porto and Sons, Inc., Toste Farms, E. Fornaciari & Sons)	76-CE-21-S, 76-CE-22-S 76-CE-23-S, 76-CE-24-S 77-CE-3-S, 77-CE-6S 77-CE-7-S, 77-CE-9-S 77-CE-11-S
John J. Kovacevich	77-CE-20-D, 77-CE-23-D 77-CE-24-D, 77-CE-35-D
Kyutoku Nursery, Inc.	77-CE-18-M
Lassen Canyon Nursery	77-CE-2-S
Lu-Ette Farms	77-CE-146-E
Joe Maggio, Inc.	76-CE-86-E
Maggio Tostado, Inc.	75-CE-41-R
Marlin Brothers	76-CE-52-F, 76-CE-52-1-F 77-CE-191-C, 77-CE-193-C 77-CE-194-C, 77-CE-196-C
Marshburn Farms	77-CE-15-X
Jesus Martinez	78-CE-3-E
Martori Brothers	77-CE-5-S
McCoys Poultry Service, Inc.	76-CE-69-F, 76-CE-73-F 76-CE-73-1-F, 76-CE-73-2-F
McFarland Rose Production	77-CE-9-M
Rod McLellan Co.	77-CE-101-C, 77-CE-106-D
Mel-Pak Ranches	75-CE-81-F, 75-CE-82-F 75-CE-83-F
Missakian Vineyards	76-CE-8-S, 76-CE-8-1-S 77-CE-22-S, 77-CE-22-1-S
C. Mondavi & Sons dba Charles Krug Winery	76-CE-28-F, 76-CE-37-F 76-CE-37-1-F, 76-CE-71-F 76-CE-72-F
Montebello Rose Co.	76-CE-6-R, 76-CE-7-R 76-CE-21-R, 77-CE-74-C 77-CE-75-C, 77-CE-91-C 77-CE-93-C, 77-CE-111-C 77-CE-117-C, 77-CE-125-C 77-CE-127-C, 77-CE-130-C 77-CE-133-C, 76-RC-5-R
Richard Moreno/Henry Moreno	77-CL-1-D, 77-CL-1-1-D
Mount Arbor Nurseries/UFW	76-CE-33-M
O. P. Murphy & Sons (Francis P. Murphy)	77-CE-31-M, 77-CE-37-M 77-CE-41-M, 77-CE-42-M 77-CE-43-M, 77-CE-53-M 77-CE-57-M, 77-CE-60-M
O. P. Murphy & Sons	77-CE-25-X, 77-CE-25-A-X 77-CE-34-X, 77-CE-37-X
Nagata Brothers Farms, Inc.	77-CE-106-D
Eugene Nalbandian	75-CE-29-S
Napa Valley Vineyards	77-CE-141-E, 77-CE-141-1-E 77-CE-141-2-E
Nish Noroian Farms	76-CE-11-S
Ron Nunn Farms	76-CE-55-R
Oceanview Farms	

Patterson & Hale Fruit Co.	77-CE-10-D, 77-CE-25-D
Perry's Plants, Inc.	76-CE-46-M, 78-CE-1-S
Pleasant Valley Vegetable Coop.....	76-CE-6-V
Ranch No. 1, Inc.	77-CE-110-D
Ranchers Management Service, Inc.	77-CE-20-C, 77-CE-20-1-C
	77-CE-158-C
Owen T. Rice & Sons, Inc.....	76-CL-1-V
Royal Packing Co.	76-CE-137-E, 77-CE-36-E
	77-CE-73-E, 77-RC-11-E
	77-CE-111-E, 77-CE-131-E
Sahara Packing	77-CE-45-E
San Diego Nursery	77-CE-38-X
San Diego Nursery	78-CE-18-X, 78-CE-21-X
Santa Clara Farms, Inc./Santa Clara Produce, Inc..	76-CE-8-V
Santa Clara Farms, Inc./Santa Clara Produce, Inc..	77-CE-5-V
Sierra Citrus Association.....	77-CE-30-F, 77-CE-42-D
Striblings Nurseries, Inc.....	77-CE-3-F, 77-CE-6-F
Striblings Nurseries, Inc.....	77-CE-39-F
Sunnyslope Farms	77-CE-131-D
Sunnyslope Farms	78-CE-16-D
Superior Farming Co.....	77-CE-6-D, 77-CE-8-D
	77-CE-33-D, 77-CE-33-1-D
	77-CE-52-D, 77-CE-81-D
	77-CE-89-D, 77-CE-109-D
Tenneco West, Inc.....	77-CE-47-F
Terra Bella Vineyards	77-CE-26-F
Tex-Cal Land Management	77-CE-121-D, 77-CE-121-1-D
	77-CE-121-2-D, 77-CE-23-F
	77-CE-43-D, 77-CE-64-D
Trefethen Vineyards	75-CE-35-S, 76-CE-16-S
United Celery Growers.....	75-CL-157-M
United Farm Workers of America/IUAW	77-CL-16-M
United Farm Workers of America/Kelvin Keene	
Larson aka: K. K. Larson	77-CL-7-C
Veg-A-Mix.....	78-CE-33-1-M
Viktoria Orchards.....	77-CE-42-F
E. T. Wall Company	77-CE-42-C
M. B. Zaninovich, Inc.....	76-CE-48-F

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Appendix D

Decisions Rendered by

The Agricultural Labor Relations Board

in Fiscal Year 1978

<i>Case Name</i>	<i>Opinion Number</i>
S-H-NE Farms	3 ALRB No. 53
Tawano, Inc	3 ALRB No. 54
Tenus Ranches	3 ALRB No. 55
Tud Antle, Inc	3 ALRB No. 56
T. B. Zaninovich & Sons, Inc	3 ALRB No. 57
Villiam Mendoza	3 ALRB No. 58
W. L. Douglass	3 ALRB No. 59
Whelan & Taylor Produce Co	3 ALRB No. 60
McCoy's Poultry Services, Inc	3 ALRB No. 61
Merzorian Brothers Farm Management	3 ALRB No. 62
John J. Elmore	3 ALRB No. 63
Agro Crop	3 ALRB No. 64
C. Mondavi & Sons, dba Charles Krug Winery	3 ALRB No. 65
W. R. Norton	3 ALRB No. 66
Anderson Farms Company	3 ALRB No. 67
Whitney Farms, Eduardo Esquivel and Ricardo Esquivel, Iba Esquivel & Sons, Frudden Produce Co	3 ALRB No. 68
Dan Tudor & Sons	3 ALRB No. 69
Dairy Fresh Products Co	3 ALRB No. 70
Rod McLellan Co	3 ALRB No. 71
Pandol and Sons	3 ALRB No. 72
Wakitomo Nursery	3 ALRB No. 73
Asmine Vineyards, Inc	3 ALRB No. 74
Pacific Farms	3 ALRB No. 75
Julius Goldman's Egg City	3 ALRB No. 76
E. Dell'Aringa & Sons	3 ALRB No. 77
Arnaudo Brothers, Inc	3 ALRB No. 78
Morika Kuramura	3 ALRB No. 79
Dutch Brothers	3 ALRB No. 80
Security Farms	3 ALRB No. 81
McAnally Enterprises, Inc	3 ALRB No. 82
Abatti Farms, Inc., and Abatti Produce, Inc	3 ALRB No. 83
Bee and Bee Produce, Inc	3 ALRB No. 84
Jack T. Baillie Co., Inc	3 ALRB No. 85
Howard Rose Co	3 ALRB No. 86
Prohoroff Poultry Farms	3 ALRB No. 87
High & Mighty Farms	3 ALRB No. 88
Frimble & Sons, Inc	3 ALRB No. 89
Bruce Church, Inc	3 ALRB No. 90
Vista Verde Farms	3 ALRB No. 91
Tenneco West, Inc	3 ALRB No. 92

<i>Case Name</i>	<i>Opinion Number</i>
Jack Stowells, Jr.	3 ALRB No. 93
Oki Nursery, Inc.	3 ALRB No. 94
Valhi, Inc., aka Southdown Land Co.	4 ALRB No. 1
Dairy Fresh Products Co.	4 ALRB No. 2
Signal Produce Co./Brock Research, Inc.	4 ALRB No. 3
Freshpict Foods, Inc./Nicholas Land & Leasing Co.	4 ALRB No. 4
Martori Brothers Distributing	4 ALRB No. 5
George Arakelian Farms, Inc.	4 ALRB No. 6
Agman, Inc., dba Spring Valley Farms.	4 ALRB No. 7
Kitayama Brothers Nursery/Greenleaf Wholesale Florist, Inc.	4 ALRB No. 8
Dunlap Nursery	4 ALRB No. 9
J. A. Wood Co.	4 ALRB No. 10
Pleasant Valley Vegetable Co-op	4 ALRB No. 11
Adam Farms	4 ALRB No. 12
J. G. Boswell Co.	4 ALRB No. 13
Gourmet Harvesting and Packing	4 ALRB No. 14
McCoy's Poultry Services, Inc.	4 ALRB No. 15
Tenneco West, Inc.	4 ALRB No. 16
Frudden Produce, Inc.	4 ALRB No. 17
Jack Brothers and McBurney, Inc.	4 ALRB No. 18
Trefethen Vineyards	4 ALRB No. 19
Triple E Produce Corp.	4 ALRB No. 20
Lassen Canyon Nursery	4 ALRB No. 21
Rod McLellan Co.	4 ALRB No. 22
Sun World Packing Corp.	4 ALRB No. 23
Adam Dairy, dba Rancho Dos Rios	4 ALRB No. 24
Perry Farms, Inc.	4 ALRB No. 25
Bacchus Farms	4 ALRB No. 26
Ernest J. Homen	4 ALRB No. 27
Laflin & Laflin, aka Laflin Date Gardens	4 ALRB No. 28
American Foods, Inc.	4 ALRB No. 29
Belridge Farms	4 ALRB No. 30
Ron Nunn Farms	4 ALRB No. 31
Brock Research, Inc.	4 ALRB No. 32
Tom Bengard Ranch, Inc.	4 ALRB No. 33
Ron Nunn Farms	4 ALRB No. 34
E. G. Corda, dba Corda Ranches	4 ALRB No. 35
Maggio-Tostado, Inc.	4 ALRB No. 36
Joe Maggio, Inc.	4 ALRB No. 37
G & S Produce	4 ALRB No. 38
J. R. Norton Co.	4 ALRB No. 39
Sahara Packing Co.	4 ALRB No. 40
Albert C. Hansen, dba Hansen Farms	4 ALRB No. 41

Appendix E

Accounting Reports for Fiscal Year 1978

<i>Description</i>	<i>Allotment</i>	<i>Expenditure To Date</i>	<i>Encumbrances</i>	<i>Budget Allotment Unencumbered</i>
PERSONAL SERVICES				
Salaries and Wages	\$4,169,789.00	\$3,545,742.68	\$	\$624,046.32
Staff Benefits	1,104,710.00	840,705.04		264,004.96
Temporary Help	377,863.00	320,574.15	0	57,288.85
Temporary Help (ALO)	365,232.00	223,346.24	—	141,885.76
Total Personal Services	\$6,017,594.00	\$4,930,368.11	\$0	\$1,087,225.89
OPERATING EXPENSE & EQUIPMENT				
General Office Expense	\$348,656.00	\$216,487.27	\$	\$132,168.73
Printing	31,420.00	31,419.12		.88
Communications	273,200.00	246,424.45		26,775.55
Travel In State	717,872.00	581,018.15	0	136,853.85
Travel Out of State	1,800.00	813.95		986.05
Consultant & Professional Services	70,000.00	32,555.56		37,444.44
Facilities Operations	320,328.00	314,721.49		5,606.51
Equipment	101,900.00	99,578.81		2,321.19
Board Hearings	698,100.00	498,716.36	—	199,383.64
Total Operating Expense & Equipment	\$2,563,276.00	\$2,021,735.16	\$0	\$541,540.84
Total Expenditures	\$8,580,870.00	\$6,952,103.27	\$0	\$1,628,766.73
Unscheduled Reimbursements	\$0	\$(8,149.65)	\$0	\$8,149.65
Total General Fund	\$8,580,870.00	\$6,943,953.62	\$0	\$1,636,916.38

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