

STATE OF CALIFORNIA

AGRICULTURAL LABOR RELATIONS BOARD

VEG-A-MIX,	)	
	)	
Employer,	)	Case No. 78-RC-5-M
and	)	
	)	5 ALRB No. 14
	)	
UNITED FARM WORKERS OF	)	
AMERICA, AFL-CIO,	)	
Petitioner.	)	
_____	)	

DECISION AND

CERTIFICATION OF REPRESENTATIVE

Following a petition for certification filed by the United Farm Workers of America, AFL-CIO (UFW), on May 26, 1978, a secret-ballot election was conducted on June 2, 1978, among the agricultural employees of Veg-A-Mix (Employer). The official tally of ballots showed the following results:

UFW .....	19
No Union .....	10
Challenged Ballots .....	<u>1</u>
Total .....	30

The Employer timely filed objections, which were set for hearing. Subsequent to the hearing, Investigative Hearing Examiner (IHE) Elizabeth Miller, issued the attached Decision, in which she recommended that the Employer's objections be dismissed and that the UFW be certified as collective bargaining representative of the unit employees.

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The Employer timely filed exceptions<sup>1/</sup> to the IHE's Decision and a supporting brief. The UFW filed a brief in opposition to the Employer's exceptions.

Pursuant to the provisions of Labor Code Section 1146, the Agricultural Labor Relations Board has delegated its authority in this matter to a three-member panel.

The Board has considered the objections, the record, and the IHE's Decision in light of the exceptions and briefs, and has decided to affirm the rulings, findings, and conclusions of the IHE, and to adopt her recommendations to dismiss the objections and certify the UFW.<sup>2/</sup> Accordingly, the Employer's objections are hereby dismissed.

CERTIFICATION OF REPRESENTATIVE

It is hereby certified that a majority of the valid votes have been cast for the United Farm Workers of America, AFL-CIO, and that, pursuant to Labor Code Section 1156, the said labor organization is the exclusive representative of all agricultural employees of Veg-A-Mix, for the purpose of

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<sup>1/</sup>We note that Shopping Kart Food Market, Inc., 228 NLRB No. 190, 94 LRRM 1705 (1977), a case relied upon by the Employer, was recently reversed by the NLRB. See General Knit of California, Inc., 239 NLRB No. 101, 99 LRRM 1687 (1978).

<sup>2/</sup>The Employer's motion to reopen the record is hereby denied. The Employer has not shown that the probative value of the evidence it seeks to introduce is sufficient to justify prolonging the administrative process, nor has it shown that it could not have produced the evidence at the hearing with the exercise of due diligence. See, e.g., Decker, Jacobs and Sons, 223 NLRB No. 13, 92 LRRM 1151 (1976); and Brooklawn "Nursing Home, 223 NLRB No. 33, 92 LRRM 1107 (1976).

collective bargaining, as defined in Labor Code Section 1155.2(a), concerning employees' wages, working hours, and other terms and conditions of employment.

Dated: February 21, 1979

RONALD L. RUIZ, Member

HERBERT A. PERRY, Member

JOHN P. McCARTHY, Member

CASE SUMMARY

Veg-A-Mix (UFW)

Case No. 78-RC-5-M

5 ALRB NO. 14

IHE DECISION

In its post-election objections, the Employer contended that: (1) The UFW, through its organizer, Maurilio Urias, promised Veg-A-Mix employees that it would obtain permission from the Immigration and Naturalization Service (INS) for them to legally remain and work in the United States, provided they supported the UFW; and (2) Urias threatened employees with loss of employment if they failed to sign authorization cards.

The Investigative Hearing Examiner (IHE) found that Urias did promise that the UFW would assist in obtaining the release of arrested employees from INS custody, pursuant to an informal arrangement between the ALRB and the INS which provides that persons designated by the ALRB as necessary witnesses to Board proceedings may be issued temporary work permits by the INS for the period of time their assistance is needed by the ALRB.

However, the IHE found that Urias statements constituted no more than an explanation of the existing arrangement between the ALRB and the INS, expressed in a manner most favorable to the UFW by emphasizing its role of notifying the ALRB when it learned of an employee's arrest. As the UFW's promised assistance was not conditioned on supporting the union, and employees understood that it was the INS, not the UFW, that had authority to issue temporary work permits, the IHE concluded that the UFW's statements were not objectionable conduct and do not warrant setting aside the election.

Finally, the IHE found that Urias did not threaten employees with loss of employment if they failed to sign authorization cards. Both Employer witnesses who testified regarding this allegation were discredited by the IHE.

BOARD DECISION

The Board affirmed the rulings, findings, and conclusions of the IHE, dismissed the objections and certified the UFW as exclusive collective bargaining representative of all agricultural employees of Veg-A-Mix.

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

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STATE OF CALIFORNIA  
AGRICULTURAL LABOR RELATIONS BOARD

In the Matter of:

VEG-A-MIX,

Case No. 78-RC-5-M

Employer,

and

UNITED FARM WORKERS OF AMERICA,  
AFL-CIO,

Petitioner.

Wayne A. Hersh, of Grower-Shipper  
Vegetable Association, for the  
Employer.

Linton Joaquin, for the United Farm  
Workers of America, AFL-CIO.

DECISION

STATEMENT OF CASE

ELIZABETH MILLER, Investigative Hearing Examiner: This case was heard in Salinas, California, on July 25 and 26, 1978.<sup>1/</sup> On May 26, the United Farm Workers of America, AFL-CIO (UFW) filed a Petition for Certification. A representation election was held on June 2, among all the agricultural employees of Veg-A-Mix (employer) in California. The result was:

United Farm Workers	19
No Union	10

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<sup>1/</sup> All dates refer to 1978.

Unresolved Challenged Ballots	1
Total	30
Names on Eligibility List	37

The employer timely filed objections to the election, alleging that the UFW engaged in misconduct which affected the election. Pursuant to his authority under 8 Cal. Admin. Code §20365(g), the Executive Secretary set the following objections for hearing:

1. On or about May 24, and continuing until June 2, agents of the UFW threatened Veg-A-Mix employees with loss of employment if they did not sign authorization cards for the UFW; and

2. On or about May 24, and continuing until June 2, agents of the UFW promised Veg-A-Mix employees that they would obtain permission from the Immigration and Naturalization Service (INS) for them to work legally in the United States if they supported the UFW, and threatened those who did not support the UFW with arrest and deportation.

The employer and the UFW were represented at the hearing and were given full opportunity to participate in the hearing, including examining witnesses and presenting closing arguments. Upon the entire record, including my observation of the demeanor of the witnesses, and after consideration of the arguments made by the parties, I make the following findings of fact and conclusions of law.

FINDINGS OF FACT

Threats of Loss of Employment

The employer presented two employees who testified about statements a UFW organizer allegedly made to them concerning their

possible loss of employment. Employee Arturo Cancino testified as follows. On May 25, organizer Maurilio Urias approached Cancino in the field and asked him to sign a union authorization card.<sup>2/</sup> Urias told Cancino that if he did not sign a card, "that maybe when the union won that maybe they would take my job away." (I TR 20:13)<sup>3/</sup> Cancino did not respond. Cancino was alone when Urias approached him, with no other workers nearby. Cancino stated that he was not afraid when Urias spoke to him.

Employee Conrado Jimenez testified as follows about a similar incident. On May 25 Urias approached Jimenez in the field and asked him to sign a union authorization card. On direct examination, Jimenez testified that Urias told him that if he did not sign a card and the union won, "that they could take my job away." (I TR 49:1) On cross-examination Jimenez related Urias' statement as, "when the union won they were going to take my job away." (I TR 54:16) Jimenez made no response. He was also alone when Urias spoke with him, and reported the statement to no one.

Maurilio Urias testified that when he spoke with Jimenez, "I told him it would be convenient for all the workers

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2/ Although Cancino was unable to name the organizer, it is apparent that he referred to organizer Maurilio Urias. Cancino's description fit Urias, and the testimony of various witnesses showed that Urias was the only organizer who was present in the field on or about May 25.

3/ All references to the official transcript shall be designated TR, shall be preceded by roman numerals referring to the volume, and shall be followed by two numbers, the first showing the page number and the second the line.

to meet together and to support the union on the blessings that a union contract would bring to. Veg-A-Mix." (II TR 3:18) He denied asking Jimenez to sign a card because "[h]is position was not in our favor." (II TR 5:12) As to conversations with other workers, Urias testified that he explained the benefits available through unionization, including job security, seniority, medical plan and more humane treatment. Cancino and Jimenez agreed that Urias explained to them the benefits of a contract. Urias denied telling any employee that if he did not sign an authorization card he would lose his job. Three employee witnesses also testified that Urias never made any statements about employees losing their jobs if they did not sign cards.

I find that Cancino and Jimenez lacked credibility as witnesses. Cancino's recollection of the specific incident with Urias was inconsistent with his lack of recollection of other fundamental information. While he recalled the exact date of his conversation with Urias, he was unable to give the date, or even the month of the election. He was also unable to name any of the employees with whom he worked, even though he testified that he always works with the same people. Jimenez became confused when questioned about a declaration he had signed describing the incident. He moved about in his chair and began staring at the floor. He admitted that although the declaration stated that he had spoken with two organizers, he had in fact spoken only with Urias. When questioned about who had written the declaration and who had been present when it was executed,

he gave confusing and contradictory responses.

Moreover, each, testified that he had not discussed his testimony with the other or with a supervisor with whom they live. Given the similarity in their testimony concerning tile supposedly isolated incidents, I find this to be incredible. Finally, their testimony as to their conversations with Urias is so dissimilar from conversations Urias had with other workers, I cannot give their renditions any weight.

I find that organizer Urias did not tell Cancino or Jimenez that they might lose their jobs if they did not sign authorization cards.

#### Threats of Deportation and Promises of INS Permits

##### A. Background Facts

It was the testimony of several witnesses that the majority of the employees at Veg-A-Mix, perhaps as many as 25 out of 30, were illegal aliens. Although the company had been in business for two and one-half years before the election, the INS had not conducted any raids on the property until approximately one month before the election. During that month/ INS officials conducted two or three raids. Two of these raids were described in some detail at the hearing.

On May 12, the INS conducted a raid on the employer's premises, and 14 persons were apprehended who identified themselves as Veg-A-Mix employees. Thirteen were given voluntary returns to Mexico, and one received a temporary permit to stay in the United States. On May 24, the INS again entered the employer's premises. At this time seven persons were apprehended who

identified themselves as Veg-A-Mix employees. All seven received temporary permits to stay in the country. The names of four of these seven employees appeared on the eligibility list for the election. There was testimony that some of the employees hid in boxes when the INS agents entered the field.

Barry Williams, a Border Patrol Agent for the INS, explained the possible dispositions for apprehended persons. When a person is voluntarily returned to his or her native country, there is no record of the apprehension, and chances for lawful immigration are not reduced. Deportation involves a formal proceeding to determine alien status. Temporary permits, or 1210 forms, are sometimes granted to persons who are apprehended. The permit allows the recipient to stay in the United States lawfully for a period up to thirty days. Extensions are sometimes granted.

Williams testified that many apprehensions are initiated by telephone calls to the INS. Often these calls are anonymous. Williams also explained that temporary permits may be granted for the purpose of retaining witnesses for hearings conducted by the Agricultural Labor Relations Board (ALRB or Board). A declaration from Lupe Martinez, <sup>4/</sup>the Regional Director of the ALRB Salinas Office, described an informal agreement between the General Counsel of the Board and the INS whereby the General Counsel provides the INS with names of material witnesses who

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4/ This declaration was admitted subsequent to the hearing with the approval of both parties. It provides background material, and is not dispositive of the procedure followed in this case.

have been apprehended, and the INS grants temporary permits to the individuals. Sometimes a party will notify the Regional Office of an apprehension, and the General Counsel will then determine whether the detainee is a necessary witness. If the answer is affirmative, the General Counsel will then seek a temporary permit from the INS.

B. Threats of Deportation

The employer presented no evidence of any threats of deportation.

C. Promises of INS Permits

1. Union Meeting on May 24

When organizer Urias visited the employer's premises on May 24, he learned that the Border Patrol had apprehended seven persons, and he contacted the Board's regional office in Salinas to try to obtain temporary permits for them. Urias and a group of Veg-A-Mix employees then proceeded to the INS office, where they awaited the release of those who had been apprehended. After the seven were released, Urias called for a meeting at the union office. He and some of the workers transported those who had been released to the union office, and a meeting was held. About twenty persons attended the meeting, all employees at Veg-A-Mix except for Urias.

Seven witnesses testified about statements Urias made at the meeting concerning temporary permits to stay in this country. The accounts of Urias' comments varied, and each is summarized below.

Geraldo Rivera, one of the employees who was apprehended, testified as follows for the employer. Urias asked the employees to sign authorization cards, and told them that if they were "with the union, if we voted for the union then the union was going to protect us." (I TR 11:9) The protection meant that "if the permit expired then they were going to get us another one while we were with the union and we voted for the union." (I TR 12:24) On cross-examination Rivera testified that Urias had said only that it might be possible to get an extension on the permits. (I TR 14:11)

Urias testified that he told the workers that they had received permits, "thanks to the ALR Act, and that there was a thing to guarantee an environment of free elections. And that the people involved in any charges had that protection; that the state had given them the protection." (II TR 9:21) Urias testified that he explained that the law guarantees everyone the right to vote without coercion, including undocumented workers. He told the workers that if they felt they were being coerced, and if charges were filed and then they were picked up by the INS, that the union would notify the state that they were necessary witnesses and that they could get protection. Urias also said that the union, and only the union, had "pushed and moved the state--or pressured the state" to get permits. (II TR 13:5, 11) Urias denied stating that workers had to sign authorization cards or to support the union in order to obtain permits. He pointed out that the seven who had received permits that day had not signed cards until the meeting.

Several employees testified for the union about what Urias had said at the meeting. Eliseo Rodriguez, Reymundo Araguz and Miguel Resales recalled Urias saying that permits were given so that employees could be witnesses at hearings. Rodriguez testified that it was necessary to sign a declaration supporting a charge in order to receive a permit. Resales testified that the permits had been received because charges had been filed against the company, and that illegal aliens who had something against the company were eligible to receive them. All of these witnesses denied that Urias had said that the union would only seek or obtain permits for workers who supported or voted for the union.

I find that Urias told the employees at the meeting that the union would attempt to get them permits if they were apprehended by the INS. The union would do this by claiming that the employees were necessary witnesses to an unfair labor practice proceeding. In order to obtain such permits, the employees were told that they should come to the union and file charges when they felt the employer was coercing them.

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5/Three of the union's witnesses, Reymundo Araguz, Arturo Cervantes and Jesus Garcia, recalled Urias saying that the permits were obtained so that the employees could vote in the election. This account does not coincide with either the informal policy described by Williams or Martinez, or the testimony of Urias and Rivera. I assume that these men were confused by Urias' remarks, when he spoke of receiving permits where coercion prevented a free election, and a charge was filed.

Urias did not limit the promise to those employees who expressed support for the union before the election. Rivera's account of Urias' statements is the only testimony which could be interpreted as meaning that permits would be granted only to those employees who supported the union. But the phrases Rivera reported, "if we voted for the union" and "while we were with the union," are ambiguous. They can also mean that the permits would be available to all employees, so long as the majority chose the union to represent them. This latter meaning is more consistent with the testimony of the other witnesses to the meeting.

The context of Urias' view makes it likely that Urias made his statements as promises available to all employees if the union won the election. In his speech, Urias was apparently seeking to influence the workers to join the union and to vote for it by telling them that the union could help them to receive permits from the INS. Seven of the employees had just been apprehended by the INS, and Urias apparently had contacted the Board to obtain their release. Several witnesses testified that these employees had not signed cards at the time they received permits. It was not until the union meeting, following their release, that they signed union authorization cards. Urias would not have said at this meeting that only those who had shown support for the union could receive permits, since people at the meeting who had not previously signed cards had received permits at Urias' request.

## 2. In the Field on May 25

Arturo Cancino and Conrado Jimenez testified that when they had their separate conversations with Urias (described in the section on threats of loss of employment), the organizer made statements about INS permits. Cancino testified that Urias asked him to sign a card and said that if he signed, "they could get me a permit with Immigration." (I TR 20:10) Jimenez testified that Urias told him "[t]o sign an organizing card so that I could get a permit." (I TR 48:11)

Urias denied asking Jimenez to sign a card or telling him that he could get a permit. Urias testified that he told employees that the purpose of the Act was to guarantee employees a free choice, and that if there was a charge and the employee was to be a witness, it would be "very possible" that the state would obtain permits. (II TR 6:3) It is not clear from the testimony where such conversations took place. Urias also denied telling any employee that he could get a permit by signing a card or supporting the union. Three witnesses testified that they never heard Urias discuss permits when he visited the field.

For the reasons discussed in my analysis of the testimony of Cancino and Jimenez regarding threats of loss of employment, I do not credit the testimony of either of these witnesses. Again, their testimony is almost identical, even though the separate conversations allegedly each took place in private, and no one else was told about their content. The lack of communication between these two witnesses and their

supervisor seems unrealistic, since all three live together. There was no other testimony that any employees were told that if they signed authorization cards they would receive a permit. At most, I can find only that Urias may have made comments to Cancino and Jimenez similar to those he made at the union meeting.

#### CONCLUSIONS OF LAW

##### Threats of Loss of Employment

I have not credited the testimony of Conrado Jimenez or Arturo Cancino, and I therefore found that organizer Urias did not tell these two employees that if they did not sign authorization cards they might lose their jobs. Therefore, there is no credible evidence of any threat of loss of employment.

Even assuming organizer Urias did tell two employees they could lose their jobs if they refused to sign cards and the union won, the statements could not have affected the election.<sup>6/</sup> In several cases, this Board has considered statements by organizers similar to those allegedly made by Urias, and has found that there was no effect on the election. Statements about possible loss of employment for those employees who do not sign authorization cards may refer to union security clauses, under which employees

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<sup>6/</sup> Cancino and Jimenez both testified that, arias said that there was a possibility they would lose their jobs. It was only when he was cross examined that Jimenez testified that Urias said, "they were going to take my job away." (I TR 53:16) Since this latter rendition is in conflict with Jimenez' own testimony on direct examination, and his testimony on cross-examination generally seemed less believable, I find that if the statement was said at all, it was as a possibility of loss of employment.

may join the union after the election. Patterson Farms, Inc., 2 ALRB No. 59 (1976); Jack or Marion Radovrich, 2 ALRB No. 12 (1976). Similar statements have also been characterized as "the sort of exaggerations, name-calling and obvious propaganda"-which are recognized as such by workers and cannot be the basis for setting aside an election. Bud Antle, Inc., 3 ALRB No. 7 (1977); see also, Sam Andrews' Sons, 4 ALRB No. 59, (1978).

Even if the alleged statements are considered to be threats, the statements were made to only two employees, outside the hearing of other employees. There is no evidence that any other employee was aware of the statements. One of the employees, Arturo Cancino, testified that he was not afraid, and the other employee did not testify as to any fears. In Jack or Marion Radovrich, supra, the Board dismissed an objection that an organizer made similar statements to two workers.

There is also no indication that Urias' alleged statements created an atmosphere of confusion and fear of reprisal. See, Patterson Farms, Inc., supra. The only evidence presented to show an atmosphere of fear and confusion was that there were raids by the INS around the time these conversations allegedly occurred. The raids were not connected in any way to the statements about loss of employment, and there was no indication that any employee could have reasonably made such a connection. In fact, the evidence showed that the employees who had been picked up by the INS the day before Urias' alleged statements returned to work.

The objection regarding threats of loss of employment should be dismissed.

Threats of Deportation and Promises of INS Permits

A. Threats of Deportation

The employer presented no evidence of threats of deportation. Since there were no threats, the potential fear and confusion caused by the INS raids is irrelevant.

B. Promises of INS Permits

Union organizer Maurilio Urias told a group of employees that if there was an election and the union won, the union would seek to obtain permits for employees who were apprehended by the INS. These permits would be available to employees who filed charges with the union.

Urias' comments refer, with some degree of accuracy, to an informal policy between the ALRB and the INS whereby, upon the Board's request, the INS may grant temporary permits to necessary witnesses to ALRB proceedings. This permit mechanism may be initiated by parties which make requests to the Board. Urias' statements may be seen as merely an explanation of this informal policy, put in a light most favorable to the UEW by emphasizing its role of initially contacting the ALRB.

If Urias' statements are viewed as campaign promises, they are not coercive and do not warrant setting aside the election. The coercive element in campaign promises has been described as "the suggestion of a fist inside a velvet glove." NLRB v. Exchange Parts Co., 395 U.S. 405, 409, 55 LRRM 2098 (1964). It is the power to grant the benefit, which implicitly means the

power to take it away, which makes promises coercive. NLRB v. Exchange Parts Co., supra.

Union promises may be coercive only where the union has the power to unilaterally implement the promise: Where the union promises something that the employees reasonably know it has no power to implement automatically, but depends upon contingencies not within the control of the union, the coercive element is not present.

Unions do have the power to unilaterally waive their own initiation fees, and to provide free insurance policies. Therefore, when unions promise these benefits to employees who join the union before the election, they engage in the same kind of coercion as an employer who promises higher wages if the union is defeated. NLRB v. Savair Mfg. Co., 414 U.S. 270, 84 LRRM 2929 (1973); Wagner Electric Corp., 167 NLRB 532, 66 LRRM 1072 (1967).

But when a union promises benefits which employees will receive only if the union wins the election and a contract is negotiated, these promises are lawful and do not affect the election. Shirlington Supermarket, Inc., 106 NLRB 666, 32 LRRM 1519 (1953); Burson Plant of the Kendall Company, 115 NLRB 1401, 38 LRRM 1078 (1956); NLRB v. Golden Age Beverage Company, 415 F.2d 26, 71 LRRM 2924 (5th Cir. 1969); The Smith Company, 192 NLRB 1098, 78 LRRM 1266 (1971); Acme Wire Products Corp., 224 NLRB 701, 92 LRRM 1482 (1976). Employees are able to understand that the promised benefits are dependent upon contingencies beyond the union's control, and that the union cannot obtain the benefits automatically by winning an election, but rather must seek to

achieve them through collective bargaining. See, The Smith Company, supra.

The UFW does not have the power to issue temporary permits to stay in this country. That function is reserved solely for the INS. The union's only possible involvement in the permit process is by its requests to the Board, which the Board may relay to the INS, to issue permits to employees who have been apprehended. The Board will make its request to the INS only if it determines that the employee is a necessary witness for a hearing. The INS is not bound to comply with the Board's request.

While illegal aliens may not be fully apprised of the permit procedure, it cannot be doubted that most of the employees at the meeting with Urias generally understood that it is the INS, or the Border Patrol, and not the UFW, which has the authority to grant permits. In fact, several of the witnesses explained that it was the INS that was responsible for granting their permits.<sup>7/</sup>

Although the UFW may at times request the ALRB to attempt to obtain permits through the INS, the role of the union in obtaining permits evinces even less power to implement than the union's role in providing better working conditions for employees. A union's promise to obtain INS permits, like its promise to obtain better working conditions, must be considered to be within the category of customary and legally unobjectionable pre-election

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<sup>7/</sup>Some witnesses referred to the "state" as granting permits. Their confusion between the duties of different governmental agencies is to be expected, and does not mean they would confuse the role of the union with that of the agencies.

propaganda used by unions in organizational campaigns.

Even if the union's promise to obtain permits was to be considered analogous to promises to waive initiation fees and other benefits over which the union has control, Urias' statements do not warrant setting aside the election. Such inducements are acceptable so long as they are available to employees, regardless of whether they joined or supported the union before the election. Jack or Marion Radovich, 2 ALRB No. 12 (1976). The danger of affecting the election by coercing employees into exhibiting pre-election support is not present where the promised benefits are also available to employees who join the union after the election. Jack or Marion Radovich, supra; Samuel S. Vener Company, 1 ALRB No. 10 (1975); NLRB v. Wabash Transformer Corp., 509 F.2d 647, 88 LRRM 2524 (5th Cir. 1975), enforcing, 210 NLRB 462, 86 LRRM 1111. The statements by organizer Drias did not limit the availability of permits to those employees who supported the union or signed authorization cards before the election.

#### CONCLUSION

The employer has not presented sufficient evidence to warrant setting aside the election. The employer's witnesses who described threats of loss of employment were not credible. Even if they are to be believed, the statements by organizer Urias were made to only two employees and did not create an atmosphere of fear and coercion.

The employer presented no evidence of threats of deportation, and the promises made by organizer Urias concerning

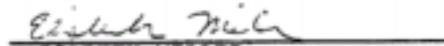
INS permits were ordinary campaign propaganda, which do not warrant setting aside the election.

RECOMMENDATION

Based on the findings of fact, analysis and conclusions herein, I recommend that the employer's objections be dismissed and the United Farm Workers of America, AFL-CIO, be certified as the exclusive bargaining representative of all the agricultural employees of the employer in the State of California.

DATED: September 7, 1978

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Elizabeth Miller", is written over a horizontal line.

ELIZABETH MILLER  
Investigative Hearing Officer