

STATE OF CALIFORNIA

AGRICULTURAL LABOR RELATIONS BOARD

In the Matter of:)	Case No. 2013-CE-016-VIS
)	(40 ALRB No. 8)
P & M VANDERPOEL DAIRY,)	
)	
Respondent,)	ORDER APPROVING PARTIAL
)	FORMAL SETTLEMENT AGREEMENT
and)	
)	Admin. Order No. 2017-07
JOSE NOEL CASTELLON MARTINEZ,)	
)	(July 20, 2017)
Charging Party.)	
_____)

On July 12, 2017, the Regional Director of the Agricultural Labor Relations Board (“ALRB” or “Board”) Visalia Regional Office submitted to the Board for approval a Partial Settlement Agreement (“Agreement”) between respondent P & M Vanderpoel Dairy, charging party Jose Noel Castellon Martinez, and the General Counsel. The Agreement has been approved by both the Regional Director and General Counsel. The Visalia Regional Director also submitted a full statement in support of the Agreement, as required by Board regulation 20298, subdivision (f)(1)(A).¹

While the Board encourages voluntary settlements of labor disputes, the Board only will approve such settlements that are consistent with, and further, the purposes and policies of the Agricultural Labor Relations Act (“ALRA” or “Act”). (*Hess*

¹ The Board’s regulations are codified at California Code of Regulations, title 8, section 20100 et seq.

Collection Winery (2009) 35 ALRB No. 3, p. 9 [“the Board’s jurisdiction over settlement agreements requires it to enforce public interests, not private rights, and to reject settlement agreements that are repugnant to the Act”].) In deciding whether a settlement effectuates the purposes and policies of the Act, the Board considers “such factors as the risks involved in protracted litigation which may be lost in whole or in part, the early restoration of industrial harmony by making concessions, and the conservation of the Board’s resources.” (*Independent Stave Co., Inc.* (1987) 287 NLRB 740, 741.) The Board additionally considers “whether the parties to the dispute and the employees affected by the dispute have agreed to the settlement, whether the settlement was the product of a grievance-arbitration mechanism, and whether the agreement was entered into voluntarily by the parties, without fraud or coercion.” (*Ibid.*) One additional factor stressed by the Board is that a settlement agreement should be given effect “only where the unfair labor practices are ‘substantially remedied’ by the agreement.” (*Id.* at pp. 741-742, citing *Robinson Freight Lines* (1957) 117 NLRB 1483, 1485.)

The Regional Director’s statement to the Board in support of the Agreement addresses how it satisfies the *Independent Stave* criteria. Respondent has complied with all non-monetary terms of the Board’s order in *P & M Vanderpoel Dairy* (2014) 40 ALRB No. 8, and the Agreement provides full backpay to four of the five wrongfully terminated employees. The Board concludes the Agreement here sufficiently comports with the Board’s order and effectuates the purposes of the Act. While the backpay owed charging party remains in dispute, and at this point appears headed for hearing in September, the Board finds resolution of the backpay owed the other

discriminatees will conserve resources and make for a more efficient and expedient hearing.

PLEASE TAKE NOTICE that the Board hereby approves the Partial Settlement Agreement in the above-captioned matter.

Dated: July 20, 2017

GENEVIEVE A. SHIROMA, Chairwoman

CATHRYN RIVERA-HERNANDEZ, Member

ISADORE HALL, III, Member