AGRICULTURAL LABOR RELATIONS BOARD
CASE DIGEST SUPPLEMENT
VOLUME 43 (2017)

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300.03 The Board's decisions in *Bruce Church, Inc.* (1991) 17 ALRB No. 1 and *Dole Fresh Fruit Co.* (1996) 22 ALRB No. 4 do not recognize an inactivity-based "abandonment" defense to the duty to bargain.
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300.03 The Board's position rejecting the "abandonment" defense to the duty to bargain is simply an extension of the principle that an employer's duty to bargain under the ALRA continues until the union is replaced or decertified.
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300.03 Union's lengthy period of inactivity did not defeat the employer's duty to engage in bargaining with union upon request.
TRI-FANUCCHI FARMS v. ALRB (2017) 3 Cal.5th 1161.

309.01 The ALRA contains a comprehensive set of procedures for employees who no longer wish to be represented by a certified union, including through a decertification election.
GERAWAN FARMING, INC. v. ALRB (2017) 3 Cal.5th 1118.

313.03 Union's election objection that workers were not fully apprised of the time the election would be held was undercut by the record, which showed 72 employees voted out of about 75 or 76 eligible employees on the lists submitted by the employer.
MUSHROOM FARMS, INC., 43 ALRB No. 1

314.09 In an election where 72 out of 76 eligible voters cast ballots and where and the number of additional votes would not have been sufficient to shift the outcome of the election, an election objection alleging that voters were not fully apprised of the time of the election that was supported by only one declaration by an employee stating he was not told about the time of the election was dismissed for failure to state a *prima facie* case as required by Board regulation section 20365(c)(2)(B).
MUSHROOM FARMS, INC., 43 ALRB No. 1

317.01 Where election objections are based on threats and intimidation by pro-union employees, and where there is no evidence of union involvement in the misconduct, the test to be applied is whether the misconduct was so aggravated as to create a general atmosphere of fear and reprisal rendering free election impossible.
MUSHROOM FARMS, INC., 43 ALRB No. 1

317.01 Election objection alleging threats and intimidation by a pro-union employee was dismissed for failure to state a *prima facie* case as required by Board regulation section 20365(c)(2)(B), where supporting declarations provided no evidence that any of the incidents alleged by the objecting party had any inhibitory effect on the voters on election day or even on the ability of the decertification proponents to gather sufficient signatures to trigger an election.
MUSHROOM FARMS, INC., 43 ALRB No. 1

317.01 The speculative opinion of a worker in a declaration filed in support of an election objection that the work environment affected the results of the election due to the alleged intimidation by a pro-union employee did not constitute sufficient grounds for the Board to set aside the election. The test of whether threatening statements are coercive does not turn on their subjective effect upon the listener, but rather on whether they would reasonably tend to have an intimidating effect.
MUSHROOM FARMS, INC., 43 ALRB No. 1

317.01 Where there is no evidence of union involvement in alleged election misconduct, the test to be applied is whether the misconduct was so aggravated as to create a general atmosphere of fear and reprisal rendering free election impossible.
MUSHROOM FARMS, INC., 43 ALRB No. 1.

317.06 The Board takes allegations of threats to call immigration in order to coerce potential voters very seriously because they convey the warning that employees risk not just job loss, but also the loss of their homes and possibly even separation from their families by failing to support the union.
PREMIERE RASPBERRIES, LLC, 43 ALRB No. 2.

317.06 Threats by union agents warrant the setting aside of an election where they reasonably tend to interfere with the employees' free and uncoerced choice in the election.
PREMIERE RASPBERRIES, LLC, 43 ALRB No. 2.

317.11 In determining the seriousness of a threat, the Board evaluates not only the nature of the threat itself, but also whether the threat encompassed the entire bargaining unit; whether reports of the threat were disseminated widely within the unit; whether the person making the threat was capable of carrying it out and whether it is likely that employees acted in fear of his capability of carrying out the threat; and whether the threat was "rejuvenated" at or near the time of the election.
MUSHROOM FARMS, INC., 43 ALRB No. 1.

317.11 The speculative opinion of a declarant that the work environment affected the results of the election due to the alleged intimidation by other workers does not constitute sufficient grounds for the Board to set aside the election.
MUSHROOM FARMS, INC., 43 ALRB No. 1.

317.11 The test of whether threatening statements are coercive does not turn on their subjective effect upon the listener, but rather on whether they would reasonably tend to have an intimidating effect. It is well established that the subjective reactions of employees are irrelevant to the question of whether there was, in fact, objectionable conduct.
MUSHROOM FARMS, INC., 43 ALRB No. 1.

318.01 Where election objections are based on threats and intimidation by pro-union employees, and where there is no evidence of union involvement in the misconduct, the test to be applied is whether the misconduct was so aggravated as to create a general atmosphere of fear and reprisal rendering free election impossible.
MUSHROOM FARMS, INC., 43 ALRB No. 1

318.01 Election objection alleging threats and intimidation by a pro-union employee was dismissed for failure to state a *prima facie* case as required by Board regulation section 20365(c)(2)(B), where supporting declarations provided no evidence that any of the incidents alleged by the objecting party had any inhibitory effect on the voters on election day or even on the ability of the decertification proponents to gather sufficient signatures to trigger an election.
MUSHROOM FARMS, INC., 43 ALRB No. 1

318.01 It is well settled that the Board will not set aside an election based on third-party threats unless the objecting party proves that the conduct was so aggravated as to create a general atmosphere of fear and reprisal rendering a free election impossible.
MUSHROOM FARMS, INC., 43 ALRB No. 1.

318.01 Even in cases where it is not established the threats were made by union agents, such third-party conduct still may rise to the level of objectionable conduct sufficient to set aside an election where they are so aggravated as to create a general atmosphere of fear and reprisal rendering a free election impossible.
PREMIERE RASPBERRIES, LLC, 43 ALRB No. 2.

324.01 The Board cannot assume the existence of facts not set forth in an objecting party's supporting declarations.
PREMIERE RASPBERRIES, LLC, 43 ALRB No. 2.

324.01 The burden on the objecting party is a heavy one not met by merely alleging misconduct occurred; rather, the objecting party must demonstrate that such misconduct was sufficiently material to have impacted the outcome of the election. In other words, the party objecting to an election must provide specific allegations demonstrating that the alleged misconduct interfered with the employees' free choice to such an extent that it affected the results of the election.
PREMIERE RASPBERRIES, LLC, 43 ALRB No. 2.

324.01 In determining whether misconduct could have affected the results of the election, relevant considerations may include, but are not limited to, the pervasiveness of the conduct, the size of the voting unit, the proximity of the conduct to the election, and the closeness of the election results.
PREMIERE RASPBERRIES, LLC, 43 ALRB No. 2

324.02 In an election where 72 out of 76 eligible voters cast ballots and where and the number of additional votes would not have been sufficient to shift the outcome of the election, an election objection alleging that voters were not fully apprised of the time of the election that was supported by only one declaration by an employee stating he was not told about the time of the election was dismissed for failure to state a *prima facie* case as required by Board regulation section 20365(c)(2)(B).
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324.02 Election objection alleging threats and intimidation by a pro-union employee was dismissed for failure to state a *prima facie* case as required by Board regulation section 20365(c)(2)(B), where supporting declarations provided no evidence that any of the incidents alleged by the objecting party had any inhibitory effect on the voters on election day or even on the ability of the decertification proponents to gather sufficient signatures to trigger an election.
MUSHROOM FARMS, INC., 43 ALRB No. 1

324.02 The Board will conduct a full evidentiary hearing on election objections only where the objections and factual declarations establish a prima facie case pursuant to Board regulation 20365, subdivision (c). The burden is on the objecting party to establish a prima facie case based on supporting materials filed timely with the objections petition.
PREMIERE RASPBERRIES, LLC, 43 ALRB No. 2.

324.02 Board regulation 20365, subdivision (c)(2)(B) requires that the facts stated in each attached declaration be within the personal knowledge of the declarant, and that the declaration set forth with particularity the details of each occurrence and the way the occurrence could have affected the outcome of the election. Regulation section 20365, subdivision (d) provides that the Board shall dismiss any objections that fail to meet the requirements of subdivisions (a), (b), or (c).
PREMIERE RASPBERRIES, LLC, 43 ALRB No. 2.

324.02 Where the evaluation of election objections is dependent on the resolution of issues related to pending unfair labor practice charges, the Board must defer to the exclusive authority of the General Counsel regarding the investigation of charges and issuance of complaints. The Board is precluded from addressing election objections based on the same conduct alleged in dismissed unfair labor practice charges if adjudicating the election objections would require factual findings that would inherently resolve the dismissed unfair labor practice charges.
PREMIERE RASPBERRIES, LLC, 43 ALRB No. 2.

324.02 Where declarations submitted in support of objections fail to allege that the isolated threats alleged were disseminated amongst the workforce or that other employees otherwise knew or were aware of the threats, the Board could not assume that the misconduct alleged was such that an election reflective of the bargaining unit employees' free choice could not be had, or that it was so aggravated as to create a general atmosphere of fear and reprisal rendering a free election impossible.
PREMIERE RASPBERRIES, LLC, 43 ALRB No. 2.

439.13 An employer has multiple options available to defend against a derelict or absentee union, including filing unfair labor practice charges, but the employer may not act unilaterally and refuse to engage with the union.
GERAWAN FARMING, INC. v. ALRB (2017) 3 Cal.5th 1118.

439.13 The ALRA does not permit an employer to unilaterally declare that it will refuse to engage with the union because it believes the union has "abandoned" its employees.
TRI-FANUCCHI FARMS v. ALRB (2017) 3 Cal.5th 1161.

439.13 Union's lengthy period of inactivity did not defeat the employer's duty to engage in bargaining with union upon request.
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439.13 An employer may not refuse to bargain with a union based upon alleged "abandonment" whether in response to an initial demand to bargain, a renewed demand to bargain, or a request for referral to Mandatory Mediation and Conciliation.
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439.13 The Board's decisions in *Bruce Church, Inc.* (1991) 17 ALRB No. 1 and *Dole Fresh Fruit Co.* (1996) 22 ALRB No. 4 do not recognize an inactivity-based "abandonment" defense to the duty to bargain.
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439.13 The Board's position rejecting the "abandonment" defense to the duty to bargain is simply an extension of the principle that an employer's duty to bargain under the ALRA continues until the union is replaced or decertified.
TRI-FANUCCHI FARMS v. ALRB (2017) 3 Cal.5th 1161.

439.13 An employer may not assert union "abandonment" as a defense to a refusal to bargain charge.
TRI-FANUCCHI FARMS v. ALRB (2017) 3 Cal.5th 1161.

440.05 The ALRA does not permit an employer to unilaterally declare that it will refuse to engage with the union because it believes the union has "abandoned" its employees.
TRI-FANUCCHI FARMS v. ALRB (2017) 3 Cal.5th 1161.

440.05 Union's lengthy period of inactivity did not defeat the employer's duty to engage in bargaining with union upon request.
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440.05 An employer may not refuse to bargain with a union based upon alleged "abandonment" whether in response to an initial demand to bargain, a renewed demand to bargain, or a request for referral to Mandatory Mediation and Conciliation.
TRI-FANUCCHI FARMS v. ALRB (2017) 3 Cal.5th 1161.

440.05 An employer has multiple options to defend against a derelict or defunct union, including filing an unfair labor practice charge alleging that the union has failed to bargain.
TRI-FANUCCHI FARMS v. ALRB (2017) 3 Cal.5th 1161.

440.05 The Board's decisions in *Bruce Church, Inc.* (1991) 17 ALRB No. 1 and *Dole Fresh Fruit Co.* (1996) 22 ALRB No. 4 do not recognize an inactivity-based "abandonment" defense to the duty to bargain.
TRI-FANUCCHI FARMS v. ALRB (2017) 3 Cal.5th 1161.

440.05 The Board's position rejecting the "abandonment" defense to the duty to bargain is simply an extension of the principle that an employer's duty to bargain under the ALRA continues until the union is replaced or decertified.
TRI-FANUCCHI FARMS v. ALRB (2017) 3 Cal.5th 1161.

440.05 An employer may not assert union "abandonment" as a defense to a refusal to bargain charge.
TRI-FANUCCHI FARMS v. ALRB (2017) 3 Cal.5th 1161.

463.01 The standard stated in *F&P Growers Association v. ALRB* (1985) 168 Cal.App.3d 667 applies to the Board's evaluation of whether to award bargaining makewhole in non-technical refusal to bargain cases.
TRI-FANUCCHI FARMS v. ALRB (2017) 3 Cal.5th 1161.

463.01 The Board must determine on a case-by-case basis whether bargaining makewhole relief is appropriate and may not award such relief without exercising its discretion.
TRI-FANUCCHI FARMS v. ALRB (2017) 3 Cal.5th 1161.

463.01 Against the backdrop of an employer's previous refusals to bargain and unfair labor practices, and an established line of Board decisions rejecting the employer's litigation position, the Board reasonably determined that bargaining makewhole was appropriate to compensate employees for the delays caused by the employer's refusal to bargain and subsequent litigation.
TRI-FANUCCHI FARMS v. ALRB (2017) 3 Cal.5th 1161.

463.01 To hold that make-whole relief is inappropriate unless there is a published appellate decision on the exact issue raised by the employer would risk undermining the ALRA's purpose of bringing stability to agricultural labor relations by encouraging employers to refuse to bargain and instead to litigate disputed issues.
TRI-FANUCCHI FARMS v. ALRB (2017) 3 Cal.5th 1161.

463.01 Makewhole relief is a compensatory remedy that reimburses employees for the losses they incur as a result of delays in the collective bargaining process and is designed to give employees the type of economic benefits they would have received if the parties had reached a timely agreement.
TRI-FANUCCHI FARMS v. ALRB (2017) 3 Cal.5th 1161.

463.01 Makewhole relief is discretionary and may not be awarded by the Board on a per se basis or without exercising its discretion.
TRI-FANUCCHI FARMS v. ALRB (2017) 3 Cal.5th 1161.

463.01 In determining whether to award bargaining make-whole relief where an employer's refusal to bargain is not a "technical" one, the Board considers on a case-by-case basis the extent to which the public interest in the employer's position weighs against the harm done to the employees by its refusal to bargain. Unless litigation of the employer's position furthers the policies and purposes of the act, the employer, not the employees, should ultimately bear the financial risk of its choice to litigate rather than bargain.
TRI-FANUCCHI FARMS v. ALRB (2017) 3 Cal.5th 1161.

502.01 The Legislature gave the Board, not the courts, exclusive primary jurisdiction over all phases of the administration of the ALRA as regards unfair labor practices.
TRI-FANUCCHI FARMS v. ALRB (2017) 3 Cal.5th 1161.

502.04 The Legislature intended that the ALRB serve as one of those agencies presumably equipped or informed by experience to deal with a specialized field of knowledge, whose findings within that field carry the authority of an expertness which courts do not possess and therefore must respect.
TRI-FANUCCHI FARMS v. ALRB (2017) 3 Cal.5th 1161.

502.04 Where the Board relies on its specialized knowledge and expertise, its decision is vested with a presumption of validity.
TRI-FANUCCHI FARMS v. ALRB (2017) 3 Cal.5th 1161.

502.04 Court of appeal erred by not giving weight to the Board's interpretation of the ALRA although the Board had consistently applied that interpretation for over three decades.
TRI-FANUCCHI FARMS v. ALRB (2017) 3 Cal.5th 1161.

502.04 The Legislature gave the Board, not the courts, exclusive primary jurisdiction over all phases of the administration of the ALRA as regards unfair labor practices.
TRI-FANUCCHI FARMS v. ALRB (2017) 3 Cal.5th 1161.

502.05 The presumption of validity that attaches to Board decisions based upon the Board's specialized knowledge and expertise has even more force when courts review the Board's exercise of its remedial powers, which are necessarily broad.
TRI-FANUCCHI FARMS v. ALRB (2017) 3 Cal.5th 1161.

502.05 Because the relation of remedy to policy is peculiarly a matter for administrative competence, courts must not enter the allowable area of the Board's discretion and must guard against the dangers of sliding unconsciously from the narrow confines of law into the more spacious domains of policy.
TRI-FANUCCHI FARMS v. ALRB (2017) 3 Cal.5th 1161.

502.05 The breadth of agency discretion is at zenith when the action relates primarily not to the issue of ascertaining whether conduct violates the statute or regulations but rather to the fashioning of policies, remedies, and sanctions.
TRI-FANUCCHI FARMS v. ALRB (2017) 3 Cal.5th 1161.

502.05 The drafters of the ALRA intended to broaden, not diminish, the ALRB's remedial authority as compared to that of the NLRB.
TRI-FANUCCHI FARMS v. ALRB (2017) 3 Cal.5th 1161.

502.05 The Board's orders imposing remedies are only subject to limited judicial review and the Board's remedial order should stand unless it can be shown that the order is a patent attempt to achieve ends other than those which can be fairly said to effectuate the policies of the Act.
TRI-FANUCCHI FARMS v. ALRB (2017) 3 Cal.5th 1161.

502.05 Court of appeal improperly assumed the Board's remedial authority when it reversed the Board's makewhole award and independently determined that makewhole was not appropriate based upon a finding that employer's litigation effort furthered the policies of the ALRA.
TRI-FANUCCHI FARMS v. ALRB (2017) 3 Cal.5th 1161.

502.05 The Board's decision to impose makewhole relief is best understood as an exercise of the Board's discretionary policy authority, not a legal conclusion subject to de novo review.
TRI-FANUCCHI FARMS v. ALRB (2017) 3 Cal.5th 1161.

502.05 Because the Legislature assigned the responsibility to engage in the evaluation and balancing underlying a determination as to the appropriateness of bargaining makewhole, independent review by the court of appeal was improper.
TRI-FANUCCHI FARMS v. ALRB (2017) 3 Cal.5th 1161.

502.05 In light of the Legislature's clear intent to confer broad remedial powers on the Board, a Board order imposing remedies is only subject to limited judicial review and should stand unless it can be shown that the order is a patent attempt to achieve ends other than those which can be fairly said to effectuate the policies of the Act.
TRI-FANUCCHI FARMS v. ALRB (2017) 3 Cal.5th 1161.

502.05 To hold that make-whole relief is inappropriate unless there is a published appellate decision on the exact issue raised by the employer would risk undermining the ALRA's purpose of bringing stability to agricultural labor relations by encouraging employers to refuse to bargain and instead to litigate disputed issues
TRI-FANUCCHI FARMS v. ALRB (2017) 3 Cal.5th 1161.

504.03 The Legislature gave the Board, not the courts, exclusive primary jurisdiction over all phases of the administration of the ALRA as regards unfair labor practices.
TRI-FANUCCHI FARMS v. ALRB (2017) 3 Cal.5th 1161.

700.01 The MMC statute in providing for mandatory interest arbitration does not violate substantive due process.
GERAWAN FARMING, INC. v. ALRB (2017) 3 Cal.5th 1118.

700.01 The Legislature enacted the MMC statute to facilitate the adoption of first contracts to fulfill the goals of the ALRA and provide a more effective collective bargaining process.
GERAWAN FARMING, INC. v. ALRB (2017) 3 Cal.5th 1118.

700.02 An employer may not refuse to bargain with a union based upon alleged "abandonment" whether in response to an initial demand to bargain, a renewed demand to bargain, or a request for referral to Mandatory Mediation and Conciliation.
TRI-FANUCCHI FARMS v. ALRB (2017) 3 Cal.5th 1161.

700.01 The MMC statute empowers mediators to make individualized determinations regarding the terms of particular contracts, and such individualized decision-making authority is rationally related to the Legislature's interest in ensuring contracts are tailored to each employer's circumstances.
GERAWAN FARMING, INC. v. ALRB (2017) 3 Cal.5th 1118.

700.01 The statutory factors to be considered by a mediator serve to further the MMC's purposes while minimizing arbitrary or irrational differences between the collective bargaining agreements imposed by the MMC process on similarly situated agricultural employers.
GERAWAN FARMING, INC. v. ALRB (2017) 3 Cal.5th 1118.

700.01 The MMC statute does not unconstitutionally delegate legislative authority to the Board.
GERAWAN FARMING, INC. v. ALRB (2017) 3 Cal.5th 1118.

700.01 The Legislature made the fundamental policy decision that MMC was necessary to more fully attain the purposes of the ALRA, and it authorized the mediator and Board to determine the precise contours of individual contracts.
GERAWAN FARMING, INC. v. ALRB (2017) 3 Cal.5th 1118.

700.01 The MMC statute provides adequate direction for its implementation by specifying the types of factors the mediator may consider in determining the terms of a collective bargaining agreement.
GERAWAN FARMING, INC. v. ALRB (2017) 3 Cal.5th 1118.

700.01 The MMC statute provides numerous procedural safeguards throughout the process to protect parties from arbitrary or unfair action.
GERAWAN FARMING, INC. v. ALRB (2017) 3 Cal.5th 1118.

700.01 MMC is not wholly distinct from or fall outside the normal bargaining process, but rather the text and structure of the statute indicate it represents a continuation of the ordinary bargaining process.
GERAWAN FARMING, INC. v. ALRB (2017) 3 Cal.5th 1118.

700.02 An employer may not raise abandonment by the union as a defense to MMC, consistent with the rule under the ALRA that a union remains certified until decertified through the ALRA's election procedures.
GERAWAN FARMING, INC. v. ALRB (2017) 3 Cal.5th 1118.

700.03 Judicial review is limited to determining whether any of the following occurred: (1) The board acted without, or in excess of, its powers or jurisdiction; (2) The board has not proceeded in the manner required by law; (3) The order or decision of the board was procured by fraud or was an abuse of discretion; or (4) The order or decision of the board violates any right of the petitioner under the Constitution of the United States or the California Constitution."
GERAWAN FARMING, INC. v. ALRB (2017) 3 Cal.5th 1118.

701.01 The MMC process may be commenced by either a union or employer.
GERAWAN FARMING, INC. v. ALRB (2017) 3 Cal.5th 1118.

702.03 Pursuant to Labor Code section 1164.3, subdivision (a), the Board may accept for review those portions of a petition for review for which a prima facie case has been established that a provision of the collective bargaining agreement set forth in the mediator's report is (1) unrelated to wages, hours or other conditions of employment, (2) based on clearly erroneous finding of material fact, or (3) arbitrary or capricious in light of the mediator's findings of fact.
SPAWN MATE, INC. dba MUSHROOM FARMS, 43 ALRB No. 3.

702.03 Party's claim that imposition of a 401(k) plan was arbitrary and capricious was rejected where the party's alleged concerns over how a plan could be established or administered were never raised before the mediator.
SPAWN MATE, INC. dba MUSHROOM FARMS, 43 ALRB No. 3.

702.03 It is incumbent on a party to explain and support its bargaining positions during the process before the mediator. A party cannot challenge contract terms fixed by a mediator in the MMC process based on arguments asserted for the first time to the Board on a petition for review where the party could have raised those arguments with the mediator, but failed to do so.
SPAWN MATE, INC. dba MUSHROOM FARMS, 43 ALRB No. 3.

702.03 Labor Code section 1164.3 does not authorize the Board to grant review of a provision of a mediator's report on the ground that the provision is "unclear" or "ambiguous."
SPAWN MATE, INC. dba MUSHROOM FARMS, 43 ALRB No. 3.

702.03 It is not the Board's role to draft contract language or to add terms not included within a mediator's report.
SPAWN MATE, INC. dba MUSHROOM FARMS, 43 ALRB No. 3.

702.03 Party did not establish a basis for granting review of a provision where the party's proposed additional language was not included in the mediator's report, and the party's hearsay assertions that the mediator agreed with or confirmed its position subsequent to issuing the report did not provide a basis for inclusion.
SPAWN MATE, INC. dba MUSHROOM FARMS, 43 ALRB No. 3.

702.05 Issue concerning incentive pay was remanded to mediator where the mediator's report contained a clearly erroneous finding concerning the picking method used by the employer.
SPAWN MATE, INC. dba MUSHROOM FARMS, 43 ALRB No. 3.

702.05 Request for review of provision contained in mediator's report denied because party's mere disagreement with the term did not meet the required prima facie showing that it was arbitrary or clearly erroneous.
SPAWN MATE, INC. dba MUSHROOM FARMS, 43 ALRB No. 3.

702.06 Provision in mediator's report providing for 15-minute rest period was not arbitrary because it exceeded the 10-minute legally required minimum for rest periods.
SPAWN MATE, INC. dba MUSHROOM FARMS, 43 ALRB No. 3.

702.06 Mediator's adoption of a "hybrid" wage provision incorporating aspects of each party's proposals was adequately justified in the mediator's report and was not arbitrary or clearly erroneous.
SPAWN MATE, INC. dba MUSHROOM FARMS, 43 ALRB No. 3.

702.06 Mediator's report reflected a compromise between the parties conflicting proposals over the amount of the employer's contributions to cover employee health care premiums and was not arbitrary or capricious.
SPAWN MATE, INC. dba MUSHROOM FARMS, 43 ALRB No. 3.

703.01 The two-tiered system of administrative review by the Board and judicial review in the appellate courts provide adequate safeguard against the imposition of improper contract terms or mediator misconduct.
GERAWAN FARMING, INC. v. ALRB (2017) 3 Cal.5th 1118.