

STATE OF CALIFORNIA

AGRICULTURAL LABOR RELATIONS BOARD

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|---------------------------|---|--------------------------|
| SONOMA CHO, LLC dba FLORA |) | Case No. 2022-CE-003-SAL |
| TERRA, |) | 2022-CE-027-SAL |
| |) | 2022-CE-030-SAL |
| Respondent, |) | |
| |) | |
| and |) | ORDER APPROVING FORMAL |
| |) | BILATERAL SETTLEMENT |
| STEPHANIE LUCAS, JOSEPH |) | AGREEMENT |
| SMITH, and ANTHONY |) | |
| BENAVIDES |) | Admin. Order No. 2022-07 |
| |) | |
| Charging Parties, |) | (October 19, 2022) |
| |) | |
| and |) | |
| |) | |
| INTERNATIONAL |) | |
| BROTHERHOOD OF TEAMSTERS. |) | |
| LOCAL 665, |) | |
| |) | |
| Intervenor. |) | |
| |) | |
| _____ |) | |

On September 16, 2022, the Regional Director for the Salinas Region of the Agricultural Labor Relations Board (ALRB or Board) filed with the Board a proposed formal bilateral settlement agreement (Agreement) reached between the parties in this matter and a statement in support of the Agreement requesting that the Board approve the Agreement.

Background

On January 25, 2022, the charging parties filed unfair labor practice charge number 2022-CE-003-SAL against their employer, Sonoma Cho, LLC dba Flora Terra (Employer). The charge alleged that the post-harvest manager and others interfered with

their right to form, join, or assist a union, gave false information to the employees about unions, threatened layoffs if intervenor Teamsters Local 665 (Union) won an election, and stated that piece-rate pay would not be a part of any negotiations with the Union. Two other charges, nos. 2022-CE-027-SAL and 2022-CE-030-SAL were filed, on June 30 and July 7, 2022, respectively. The charging parties alleged that the Employer retaliated against them and other Union supporters by changing their working conditions, scrutinizing their work more closely, imposing discriminatory disciplinary policies and ultimately terminating them. The General Counsel consolidated all three charges in a Second Amended Complaint issued on August 8, 2022.

The Settlement Agreement

Just prior to the scheduled hearing date in this matter, the parties executed the Agreement that has been submitted to the Board for review. Under the terms of the Agreement, the Union will be certified as the bargaining representative of Employer's agricultural employees. The Employer agrees to bargain in good faith with the Union.¹ The Employer agrees to pay backpay in the amount of \$40,523.00 to the three employees who were terminated. The Employer agrees to participate in a one-hour training for all supervisory employees. Finally, the Employer agrees to reading, mailing, and posting of a notice to agricultural employees.

¹ The proposed bargaining order here falls within our broad remedial authority under Labor Code section 1160.3. (See *Harry Carian Sales v. ALRB* (1985) 39 Cal.3d 209.)

The Board encourages voluntary settlement of labor disputes but will only approve proposed settlements that are consistent with and further the policies of the Agricultural Labor Relations Act (ALRA or Act). (*Hess 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”]; *Premiere Raspberries, LLC* (May 19, 2020) ALRB Admin. Order No. 2020-13-P, pp. 2-3.) 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; *Premiere Raspberries, LLC, supra*, ALRB Admin. Order No. 2020-13-P, p. 3.)

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.” (*Independent Stave Co., Inc., supra*, 287 NLRB 740, 741-742, citing *Robinson Freight Lines* (1957) 117 NLRB 1483, 1485; *Premiere Raspberries, LLC, supra*, ALRB Admin. Order No. 2020-13-P, p. 3.)

The Board has considered the record in this case, the Agreement, and the Regional Director's statement in support of the Agreement and concludes that, under the *Independent Stave* test, *Harry Carian Sales v. ALRB* (1985) 39 Cal.3d 209, and Labor Code section 1160.3, the Agreement effectuates the purposes of the ALRA.

ORDER

PLEASE TAKE NOTICE that the Board hereby approves the formal bilateral settlement agreement submitted by the Regional Director.

DATED: October 19, 2022

VICTORIA HASSID, Chair

ISADORE HALL III, Member

BARRY D. BROAD, Member

RALPH LIGHTSTONE, Member

CINTHIA N. FLORES, Member

**STATE OF CALIFORNIA
AGRICULTURAL LABOR RELATIONS BOARD**

PROOF OF SERVICE
(Code Civ. Proc., §§ 1013a, 2015.5)

Case Name: SONOMA CHO LLC, DBA FLORA TERRA, Respondent and, STEPHANIE LUCAS, JOSEPH SMITH, and ANTHONY BENAVIDES, and INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 665 Charging Parties.

Case No.: 2022-CE-003-SAL
2022-CE-027-SAL
2022-CE-030-SAL

I am a citizen of the United States and a resident of the County of Sacramento. I am over the age of eighteen years and not a party to the above-entitled action. My business address is 1325 J Street, Suite 1900-B, Sacramento, California 95814.

On **October 19, 2022**, I served the within **ORDER APPROVING FORMAL BILATERAL SETTLEMENT AGREEMENT** on the parties in the above-entitled action as follows:

By Email and/or Certified Mail by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, with return receipt requested, in the United States mail at Sacramento, California, addressed as follows:

Via Electronic Mail

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **October 19, 2022**, at Sacramento, California.

Lori A. Miller

Lori A. Miller