

STATE OF CALIFORNIA

AGRICULTURAL LABOR RELATIONS BOARD

ARNAUDO BROTHERS, LP, AND)	Case No.	2012-CE-030-VIS
ARNAUDO BROTHERS, INC.,)		(41 ALRB No. 6)
)		(40 ALRB No. 3)
)		
Respondents,)		
)		
and)		
)		
UNITED FARM WORKERS)		
OF AMERICA,)		
)		
Charging Party.)		
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ARNAUDO BROTHERS, LP, AND)	Case Nos.	2015-CE-006-VIS
ARNAUDO BROTHTERS, INC.,)		2017-CE-003-VIS
)		(44 ALRB No. 7)
)		
Respondents,)		
)		
and)	ORDER APPROVING FORMAL	
)	BILATERAL SETTLEMENT	
)	AGREEMENT	
UNITED FARM WORKERS OF)		
AMERICA,)		
)		
)	Admin. Order No. 2020-14	
Charging Party.)		
)		
)	(June 2, 2020)	
)		

On May 11, 2020, the Regional Director for the Visalia Region (Region) of the Agricultural Labor Relations Board (ALRB or Board) filed with the Board a proposed formal bilateral settlement agreement (Agreement) in the above-captioned cases, accompanied by a statement in support of the Agreement recommending that the Board approve it. (Cal. Code Regs., tit. 8, § 20298, subd. (f).) In case no. 2012-CE-030-VIS, the Board found that respondents Arnaudo Brothers, LP and Arnaudo Brothers, Inc.

(Respondents) violated the Agricultural Labor Relations Act (ALRA or Act) by failing to bargain in good faith with the United Farm Workers of America (UFW) and by failing to respond to the UFW's information requests. (*Arnaudo Bros., LP and Arnaudo Bros., Inc.* (2015) 41 ALRB No. 6; *Arnaudo Bros., LP and Arnaudo Bros., Inc.* (2014) 40 ALRB No. 3.) The Board ordered Respondents to pay bargaining makewhole along with standard noticing remedies. In case nos. 2015-CE-006-VIS and 2017-CE-003-VIS, the Board found that Respondents violated the Act by failing to bargain in good faith with the UFW and by unilaterally implementing an employee health care plan. (*Arnaudo Bros., LP and Arnaudo Bros., Inc.* (2018) 44 ALRB No. 7.) The Board ordered Respondents to make affected employees whole for economic losses caused by the unilateral implementation.

The Agreement provides that Respondent shall remit to the ALRB the aggregate amount of \$245,000 to settle these cases. The Agreement further provides that the Region shall be responsible for locating eligible workers and disbursing the settlement proceeds to them. Settlement amounts allocated to employees who are unable to be located are to be redistributed to the remaining employees after two years, provided that no employee will receive more than what they are due according to the Regional Director's specification. After an additional two-year period, any remaining funds are to be deposited in the Agricultural Employee Relief Fund. (Lab. Code, § 1161; Cal. Code Regs., tit. 8, § 20299.) The Regional Director states that regional staff will provide copies of the remedial notices to eligible workers when distributing their checks and will provide them with an explanation of their rights under the Act.

The Board encourages voluntary settlement of labor disputes but will only approve proposed settlements that are consistent with and further the policies of the 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 Regional Director’s statement in support of the Agreement addresses the criteria utilized by the Board for assessing settlements, including the factors focusing

on the risks and delays of protracted litigation, the conservation of Board resources, and the voluntary agreement of the parties. We also note that the Agreement was produced through mediation among the parties before Matthew Goldberg, who previously served as the mediator in the mandatory mediation and conciliation proceedings between Respondents and the UFW. (See *Arnaudo Bros., LP and Arnaudo Bros., Inc.* (2015) 41 ALRB No. 3.) We agree with the Regional Director's analysis of the *Independent Stave* factors and assessment that the settlement substantially remedies Respondents' unfair labor practices, and thus find that approving the settlement effectuates the purposes and policies of the Act.

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

DATED: June 2, 2020

VICTORIA HASSID, Chair

ISADORE HALL III, Member

BARRY D. BROAD, Member

RALPH LIGHTSTONE, Member

CINTHIA N. FLORES, Member