

STATE OF CALIFORNIA

AGRICULTURAL LABOR RELATIONS BOARD

BENJAMIN REITZ and STEVEN) Case No.2018-CE-002-VIS
REITZ, individually, and dba REITZ)
RANCHES,)
Respondents,) ORDER APPROVING FORMAL
and) BILATERAL SETTLEMENT
JAVIER LOPEZ,) AGREEMENT
Charging Party.) Admin. Order No. 2022-03
)
)
) (July 1, 2022)
)
)
_____)

On June 1, 2022, 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) reached between the parties in this matter and a statement in support of the Agreement requesting that the Board approve the Agreement.

In this case, an administrative law judge (ALJ) found respondent Reitz Ranches (Reitz) violated the Agricultural Labor Relations Act (ALRA or Act)¹ by terminating a group of employees for engaging in protected concerted activity and terminating another employee for stating his intention to file a charge with the ALRB.

¹ Labor Code section 1140 et seq.

The ALJ recommended backpay for the terminated employees along with noticing and other non-monetary remedies. No party filed exceptions to the ALJ's decision and it became the order of the Board. (Lab. Code, § 1160.3; Board reg. 20268, subd. (a).)²

The Agreement requires Reitz to provide checks for the payment of backpay to the terminated employees in amounts set forth in the Agreement. The Regional Director represents that Reitz made offers of reinstatement to the terminated employees and the aggregate amount of the payments under the Agreement represents nearly all the backpay owed to the employees according to the Region's most recent backpay calculation. The Agreement also requires Reitz to carry out the remaining non-monetary remedies ordered by the Board.

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.)

² The Board’s regulations are codified at California Code of Regulations, tit. 8, § 20100 et seq.

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, the Agreement effectuates the purposes of the ALRA.³

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

DATED: July 1, 2022

Victoria Hassid, Chair

Isadore Hall, III, Member

Barry D. Broad, Member

Ralph Lightstone, Member

Cinthia N. Flores, Member

³ The Agreement provides that, upon the completion of all the remedies ordered by the Board, the Region will request withdrawal of the complaint and close the case. While approving the Agreement, the Board notes that a request to withdraw the complaint is moot for all practical purposes given this matter now is in compliance following a default judgment entered by the ALJ that became final pursuant to Board regulation 20286, subdivision (a) when no exceptions were filed.