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15 Attorneys for the General Counsel

16 STATE OF CALIFORNIA

17 AGRICULTURAL LABOR RELATIONS BOARD

18 GERAWAN FARMING INC.,)	Case Nos.: 2012-CE-041-VIS
)	2013-CE-007-VIS
19 Respondent,)	2013-CE-009-VIS
)	2013-CE-010-VIS
20 and)	2013-CE-041-VIS
)	2013-CE-044-VIS
)	INFORMAL BILATERAL
)	SETTLEMENT AGREEMENT OF
21 UNITED FARM WORKERS OF)	CHARGES 2013-CE-009-VIS & 2013-
22 AMERICA)	CE-044-VIS
)	
23 Charging Party.)	

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1 Gerawan Farming, Inc. (“Gerawan”), the United Farm Workers of America (“UFW”),
2 and the General Counsel of the Agricultural Labor Relations Board of the State of California
3 (“ALRB”), by and through the Acting Regional Director of the Visalia Regional Office of the
4 ARLB, now enter into this Informal Bilateral Settlement Agreement (“Agreement”) to fully
5 resolve and settle unfair labor practice charges (“charges”) 2013-CE-009-VIS and 2013-CE-044-
6 VIS.

7 **I. RECITALS**

8 **A.** On March 18, 2013, the UFW filed unfair labor practice charge (“charge”) 2013-
9 CE-009-VIS. The charge alleges that on or about February 12, 2013, and continuing to date, the
10 employer has refused to provide accurate employee contact information to the UFW, who is the
11 exclusive certified bargaining representative which is a violation under the Act.

12 **B.** On October 02, 2013, the UFW filed charge 2013-CE-044-VIS. The charge
13 alleges that on or about September 1, 2013, and continuing to date, Gerawan Farming, Inc.,
14 through its agents, representatives, and attorneys has continued to refuse to provide correct
15 employee contact information to the UFW by giving employee contact information that is
16 inaccurate, and by failing to correct it, in violation of the Act.

17 **C.** Gerawan is an agricultural employer within the meaning of Labor Code section
18 1140.4, subdivision (c).

19 **D.** The UFW is a labor organization with the meaning of Labor Code section 1140.4,
20 subdivision (f), and is the certified bargaining representative of Gerawan’s agricultural
21 employees, as defined by Labor Code section 11400.4, subdivision (b).

22 **E.** The ALRB carried out an investigation of the aforementioned charges and
23 determined there was reasonable cause to believe that Gerawan violated the Agricultural Labor
24 Relations Act (“the Act”). On September 9, 2014, the General Counsel filed a Consolidated
25 Complaint against Gerawan on the above captioned charges, among others. The General Counsel
26 then filed a Second Amended Complaint on June 17, 2016 and a Third Amended Complaint on
27 September 9, 2016.

1 F. The Third Amended Complaint is currently scheduled to be heard beginning
2 November 1, 2016. To fairly resolve charges 2013-CE-009-VIS and 2013-CE-044-VIS, to avoid
3 the costs of litigation, and to encourage and promote collective bargaining and peace and justice
4 in Gerawan’s fields, the General Counsel, Gerawan, and the UFW agree to resolve these charges
5 informally in a manner that is consistent with the purposes of the Act, as determined by the
6 ALRB.

7 **II. SETTLEMENT TERMS**

8 To resolve these charges informally in a manner consistent with the purposes of the
9 Agricultural Labor Relations Act (“the Act”), Respondent, the charging party and the ALRB, by
10 and through the Acting Regional Director of the Visalia Regional Office of the ALRB,
11 (collectively, “the Parties”) hereby agree as follows:

12 **A. Full Settlement**

13 This Agreement constitutes a complete settlement of the charges 2013-CE-009-VIS and
14 2013-CE-044-VIS. The Agreement contains the complete and integrated agreement of the parties
15 and supersedes all prior discussion and negotiations. It is agreed that neither party made any
16 statement, promise, representation, or agreement, verbally or in writing, except as expressly set
17 forth in this Agreement.

18 **B. Enforcement**

19 The General Counsel expects that all parties are entering into this Agreement in good
20 faith and will uphold the duties outlined herein. If the General Counsel has reason to believe that
21 Gerawan has violated any provision of this Agreement, the ALRB will immediately notify
22 Gerawan and attempt to resolve this issue. If, after seven (7) days, the Parties are unable to
23 resolve the issue, this Agreement is void and the General Counsel retains authority to prosecute
24 the charges 2013-CE-009-VIS and 2013-CE-044-VIS.

1 **C. Good Faith Bargaining**

2 Gerawan, including Gerawan's authorized agents will comply with the requirements of
3 Labor Code section 1153, subdivisions (a) and (e), and agree to the following measures to be in
4 effect for a minimum of three years from the date of the execution of this agreement:

- 5 i. Gerawan will include in its job application forms for all bargaining unit
6 positions a separate, flagged section requiring employees to provide a current
7 physical address.
- 8 ii. At least three times a year, Gerawan will include an automated telephone
9 message in the Eastside and Westside Ranches' work schedule recordings
10 reminding employees to make sure Gerawan has their current physical address
11 and to update their mailing address.
- 12 iii. At least three times a year, Gerawan will print a check stub message reminding
13 employees to make sure Gerawan has their current physical address and to
14 update their mailing address.
- 15 iv. As the season winds down, Gerawan field office personnel will remind
16 employees to make sure Gerawan has their current physical address and to
17 update their mailing address.
- 18 v. Gerawan will promptly make reasonable efforts to review and correct problem
19 addresses provided by the UFW. The UFW agrees to explain the nature of the
20 problem to Gerawan. If the UFW provides a short list of addresses (50 or
21 fewer), Gerawan will make a reasonable inquiry to correct addresses and will
22 notify the UFW of the result of its efforts within 10 days. In the event the UFW
23 provides a list which is between 51 and 150 addresses, then Gerawan will make
24 a reasonable inquiry to correct addresses and will notify the UFW of the result
25 of its efforts within 30 days. In the event the UFW provides a larger list which
26 contains 151 or more addresses, the UFW and Gerawan will meet and confer to
27 agree on a due date, which in no event shall be longer than 45 days. The UFW
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1 agrees not to continually submit numerous short lists over short periods of time.
2 Instead, the UFW will first communicate to Gerawan that the UFW identified
3 more inaccurate addresses and will coordinate with Gerawan on how to resolve
4 the issue.

- 5 vi. Gerawan will cease and desist from failing to provide accurate employee
6 addresses to the UFW.

7 **D. Notice, Reading, and Posting**

8 ALRB Agents shall conduct a reading, posting, and distribution of a Notice to all of
9 Gerawan's employees during the peak of the 2017 season. Gerawan's peak season usually occurs
10 runs between mid-June and early-September. To maximize efficiency and lower the parties'
11 costs of compliance, the reading, posting, and distribution of the Notice relating to charges 2013-
12 CE-009-VIS and 2013-CE-044-VIS shall occur contemporaneously with the reading, posting,
13 and distribution of notices of other unrelated unfair labor practice charges informally resolved or
14 finally adjudicated by the Board and any reviewing courts by the 2017 peak season. In the event
15 no such other reading, posting, and distribution of notices is likely to occur during Gerawan's
16 2017 peak season, then the reading, posting and distribution of notices required herein shall be
17 conducted at or near the beginning of Gerawan's 2017 peak season. Gerawan agrees to sign the
18 attached Notice relating to charge 2013-CE-009-VIS and 2013-CE-044-VIS.

19 In 2017, Gerawan will arrange for ALRB Agents to read and explain the Notice to all its
20 agricultural employees at a mutually agreed date and time upon reasonable notice from the
21 General Counsel. The reading will take place at all Gerawan's worksites. At the time of the
22 reading, ALRB agents will provide sufficient copies of the signed Notice to Employees in
23 Spanish and English. The employees will be compensated for the time spent listening to the
24 reading of the Notice. The employees will have time to ask questions and obtain responses from
25 the ALRB Agents - no supervisors, forepersons, officers or attorneys of Gerawan shall be present
26 for the question and answer period.

1 At the General Counsel's option, Gerawan will also arrange for ALRB Agents to post
2 copies of the Notice to Employees in each appropriate language in conspicuous places at all of
3 Gerawan's agricultural worksites where notices to agricultural employees are usually posted.
4 These Notices will be posted for 90 consecutive calendar days from the date of postings.
5 Gerawan agrees to exercise due care to replace any Notice that has been altered, defaced,
6 covered or removed and shall permit ALRB Agents access to its premises to verify the postings
7 and readability of the Notice to Employees.

8 **E. Non-Interference with Employee Rights under the Act**

9 Gerawan will not, in any manner, interfere with, restrain or coerce agricultural employees
10 in the exercise of their rights under the Act.

11 **F. Non Admission of Liability**

12 This Agreement is entered into in compromise of disputed claims. The ALRB and the
13 UFW understand and agree that the terms of this Agreement shall not be construed to be an
14 admission of liability or wrongdoing by Gerawan. The Parties enter into this Agreement to avoid
15 expense, delay, uncertainty, and burden of litigation.

16 **G. Compliance of Agreement**

17 Gerawan agrees to notify the General Counsel and the UFW that Gerawan's job
18 application now includes a section requiring employees to include their current physical address,
19 within 30 days of the execution of this Agreement,

20 Gerawan agrees to provide the ALRB Agents with access to its worksites to verify
21 compliance with this Agreement. The ALRB shall provide Gerawan with notice of its intention
22 to conduct a visit at least one day prior to visiting, and Gerawan shall provide the ALRB Agents
23 with all of the locations where agricultural employees are working. If Gerawan fails to comply
24 with the terms of this Agreement, the General Counsel can in his discretion extend the
25 compliance period according to the severity of the noncompliance or seek a second Noticing and
26 Reading.

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1 **H. Withdrawal of Related Allegations and Case Closure**

2 Once executed, the General Counsel will inform the ALJ and the Executive Secretary that
3 she is withdrawing her allegations in the pending consolidated complaint related to charges
4 2013-CE-009-VIS and 2013-CE-044-VIS. Upon confirmation by the ALRB that Gerawan has
5 complied with all the terms of this Agreement, the Regional Direction will close charges 2013-
6 CE-009-VIS and 2013-CE-044-VIS and notify the parties of their closure.

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8 Date: _____

Michael Mallery
General Counsel
Gerawan Farming, Inc.

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13 Date: 10/19/16



Armando Elenes
National Vice-President
United Farm Workers

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18 Date: _____

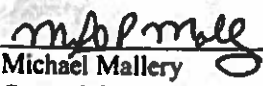
Franchesca Herrera
Acting Regional Director

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H. Withdrawal of Related Allegations and Case Closure

Once executed, the General Counsel will inform the ALJ and the Executive Secretary that she is withdrawing her allegations in the pending consolidated complaint related to charges 2013-CE-009-VIS and 2013-CE-044-VIS. Upon confirmation by the ALRB that Gerawan has complied with all the terms of this Agreement, the Regional Direction will close charges 2013-CE-009-VIS and 2013-CE-044-VIS and notify the parties of their closure.

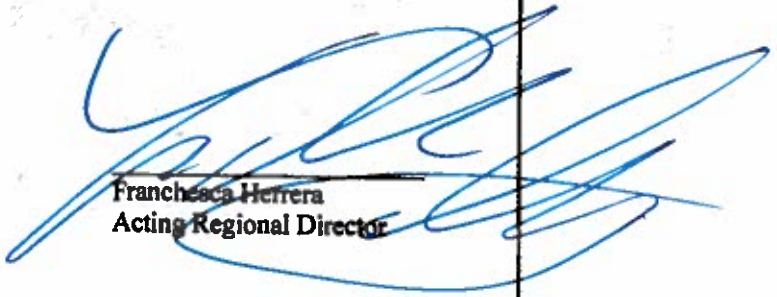
Date: 10/18/16


Michael Mallery
General Counsel
Gerawan Farming, Inc.

Date: _____

Armando Elenes
National Vice-President
United Farm Workers

Date: 10/18/16


Franchesca Herrera
Acting Regional Director