

The Courts & The Lettuce Strike by Jerry Cohen – December 1972

(or “Everyone Agrees That The Teamsters Don’t Represent Farm Workers”)

By Jerry Cohen, *General Counsel, United Farm Workers*

On August 24, 1970, 7,000 lettuce workers went on strike in Salinas to protest the Teamster contracts (signed in July of 1970) and to demand representation by Cesar Chavez’ United Farm Workers. On September 16, 1970 Judge Anthony Brazil ruled that the strike was illegal. What follows is a summary of the appeals by the United Farm Workers...

In the fall of 1970, Judge Anthony Brazil in the Monterey Superior Court issued injunctions in 8 separate cases which halted UFW picketing of all the lettuce companies who had signed sweetheart agreements with the Teamsters. These separate cases were consolidated into one appeal. On March 28, 1972, the California State Court of Appeals denied the UFW appeal and upheld the injunctions. We are now appealing to the California Supreme Court and if we lose there we will appeal to the U.S. Supreme Court.

The Court of Appeals ruled against us even though (as you can see from the excerpt below) they agreed with us that the Teamsters did not represent the workers; that the workers did not ratify the contract; and that the workers struck in support of UFW. Even so, the Court felt that the current California law required them to rule against us.

The current California law as interpreted by the Court allows employers to sign exclusive collective bargaining agreements with a union to cover all of its employees even when there is no indication that such employees want to be represented by the union. And even when there is no opportunity to accept or reject the agreement.

The law as interpreted by the courts prohibits strikes by employees wanting to be represented by the union of their choice. In this case the strike by all the workers who wanted to be represented by UFW was held to be a violation of the jurisdictional strike act which prevents controversies arising between two or more labor unions.

We argued that the majority have the right to be represented by the union of their choice and that the Jurisdictional Strike Act was only designed to protect “innocent” employers who had not interfered with, controlled, or solicited one union. We think that no employer should be given the protection of the Jurisdictional Strike Act when he signs a sweetheart contract to prevent the legitimate unionization of his workers. If this decision is not overturned by the California Supreme Court, employers could sign sweetheart contracts all over the state and prevent their workers from being represented by UFW.

Excerpt form the Court’s opinion: (Englund Vs Chavez; 1st District Court of Appeals; San Francisco)

"After the conclusion of the new truck drivers' agreement on July 23, 1970, some of the members of the Vegetable Association executed limited powers of attorney authorizing an approach to the Teamsters concerning representation of the field workers. On July 24, 1970, at a general membership meeting of the Vegetable Association, a committee 'established to approach the Teamsters,' reported that the Teamsters were 'interest and receptive.' It was also announced that any interested grower could sign an immediate recognition agreement designating the Teamsters as the exclusive bargaining agent for his field workers. Each of the 27 growers herein signed such an agreement on a form provided in advance by the Teamsters.

"On July 25, 1970, negotiations for formal contracts commenced between the Teamsters and the growers who had signed recognition agreements. The Teamsters did not assert that they were authorized to represent the field workers, but indicated that they would assume responsibility for signing up the field workers as Teamster members. As at this time the field workers had not yet been approached by any union, their wishes and the authority of the Teamsters to represent them was not discussed. By the end of July, five-year exclusive "union shop" contracts concerning the wages, hours and working conditions of the field workers were signed by each of the 27 growers.

"Prior to the signing, none of the field workers had signed cards seeking or authorizing representation by the Teamsters. In many instances, the field workers were neither notified of the existence nor the provisions of the Teamster contract, nor given an opportunity to ratify it. Affidavits of field workers alleged that some of the growers or their foremen indicated a preference for the Teamsters, and told the field workers that they would lose their jobs if they refused to sign. These allegations were controverted by the counter-affidavits of some of the growers.

"Subsequently, the field workers, most of whom wanted to be represented by the UFW, refused to sign or ratify the agreements between the Teamsters and growers. After UFW made repeated demands on the growers to recognize the UFW as the freely designated representative of the field workers, the field workers commenced a recognition strike against the growers..."