

Letter to Cesar Chavez from DiGiorgio Corp

DiGiorgio Corporation
April 6, 1966

Mr. Cesar Chavez
General Director of
Farm Workers Assn
102 Albany Street
Delano, California

Dear Mr. Chavez:

We are addressing this letter to you as the leader of one of the unions claiming to represent agricultural workers in the Delano area. The recommendations made here are also being sent to the AWOC and the Tulare kern IFWU.

For several months we have been actively developing possible solutions to the mutually unsatisfactory economic and social unrest which has persisted in the Delano area. The position affirmed in our published paper of January 12, 1966 gave evidence of our sincerity where the welfare of our workers is concerned. My own testimony in court in Fresno, California, this past March 22nd included statements to the effect that farm workers should be included in any new national minimum wage law and that they are entitled to bargain collectively.

Today, while drafting these proposals for you, we learned that the NFWA and Schenley Industries had signed a "union recognition pact." From what we know of the agreement, it appears to be a deal between attorneys representing Schenley and the AFL-CIO, and takes little cognizance of the expressed wishes of the agricultural workers whose destinies are at stake. I think that you will find that our recommendations which follow are consistent with the traditional democratic processes of the American labor movement.

DiGiorgio Corporation urges that the California State Conciliation Service conduct immediate secret-ballot elections on its DiGiorgio Farms, Sierra Vista Ranch, and at its Dantoni and New England Orchards to determine if employees wish to be represented for the purposes of collective bargaining by any labor union.

Because DiGiorgio wishes these elections to be meaningful and to accurately express the true choice of our agricultural workers, we offer guidelines to the elective and post-election processes. In so doing, DiGiorgio has tried to meet the situation realistically, and to provide an equitable solution to a difficult problem. Although the Labor Management Relations Act of 1947 does not reach agricultural workers or agricultural employers,

DiGiorgio thinks it should be amended to do so, and has taken the processes contemplated by that Act as the guidelines for these proposals.

DiGiorgio, then, offers to agree with you as follows:

1. If any labor organization wins any of the elections held, it will recognize that union as the representative of its employees at the facility involved.
2. It will immediately commence collective bargaining in the utmost good faith to reach a collective bargaining agreement and will reduce any agreement so reached to writing and will execute it.
3. If, after 30 days of collective bargaining, no agreement is reached, the unresolved issues will be submitted to an impartial board of arbitration, such board to be composed of three persons, one selected by the union, one selected by DiGiorgio, and the third appointed by the Presiding Judge of the United States District Court for the Northern District of California, Southern Division.
4. The decision of such an arbitrator shall be final and binding upon the union and upon DiGiorgio according to California law;
5. Any union appearing on the ballot will be allowed to conduct its electioneering campaign, if it wishes to do so, upon DiGiorgio premises during non-working hours; and
6. Eligibility of voters will be determined by rules applicable to elections conducted by the National Labor Relations Board.

DiGiorgio would expect you to agree that:

1. Unions choosing not to appear upon the ballot would make no further claim, directly or indirectly, to represent DiGiorgio employees at the facilities involved for one full year following the election, nor would such unions picket DiGiorgio properties or properties of its subsidiaries, or cause them to be picketed; such unions would not organize or support any boycott of DiGiorgio products or products of DiGiorgio subsidiaries;
2. No union appearing on the ballot would, if defeated in the election, within one year thereafter picket DiGiorgio properties, or the properties of its subsidiaries, or recognize any such picket lines set up or supported by any union on the ballot or by any union choosing not to be on the ballot, nor would any such union organize any boycott of DiGiorgio products or products of its subsidiaries, or support any such boycott by any union on the ballot or any union not choosing to appear on the ballot;
3. There would be no strike or work stoppage during negotiations, or during or after arbitration as described above; and

4. Any agreement reached by collective bargaining or through arbitration, as set out above, would contain provisions forbidding strike, boycott, slowdown or lockout during harvest seasons; if future impasses occur during negotiations they will be resolved by the arbitration board as described above, rather than by economic pressure.

In addition to the foregoing, and unless federal law is changed in the meantime to permit elections under the Labor Movement Relations Act or similar legislation, DiGiorgio would agree that similar elections could be held in the aforementioned locations at any time after one year following the 1966 elections, under the agreements attendant upon the 1966 elections.

DiGiorgio sincerely hopes that all labor organizations interested in representing agricultural workers will join with us in this agreement.

May we hear from you?

Sincerely,

R. Di Giorgio