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MIGRATORY LABOR LEGISLATION

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HEARINGS
BEFORE THE
SUBCOMMITTEE ON MIGRATORY LABOR
OF THE
COMMITTEE ON
LABOR AND PUBLIC WELFARE
UNITED STATES SENATE
NINETIETH CONGRESS
SECOND SESSION
ON
MIGRATORY LABOR LEGISLATION

S. 8

A BILL TO AMEND THE NATIONAL LABOR RELATIONS ACT, AS AMENDED, SO AS TO MAKE ITS PROVISIONS APPLICABLE TO AGRICULTURE

S. 195

A BILL TO PROVIDE FOR THE ESTABLISHMENT OF A COUNCIL TO BE KNOWN AS THE "NATIONAL ADVISORY COUNCIL ON MIGRATORY LABOR"

S. 197

A BILL TO AMEND THE FAIR LABOR STANDARDS ACT OF 1938 TO EXTEND THE CHILD LABOR PROVISIONS THEREOF TO CERTAIN CHILDREN EMPLOYED IN AGRICULTURE, AND FOR OTHER PURPOSES

S. 198

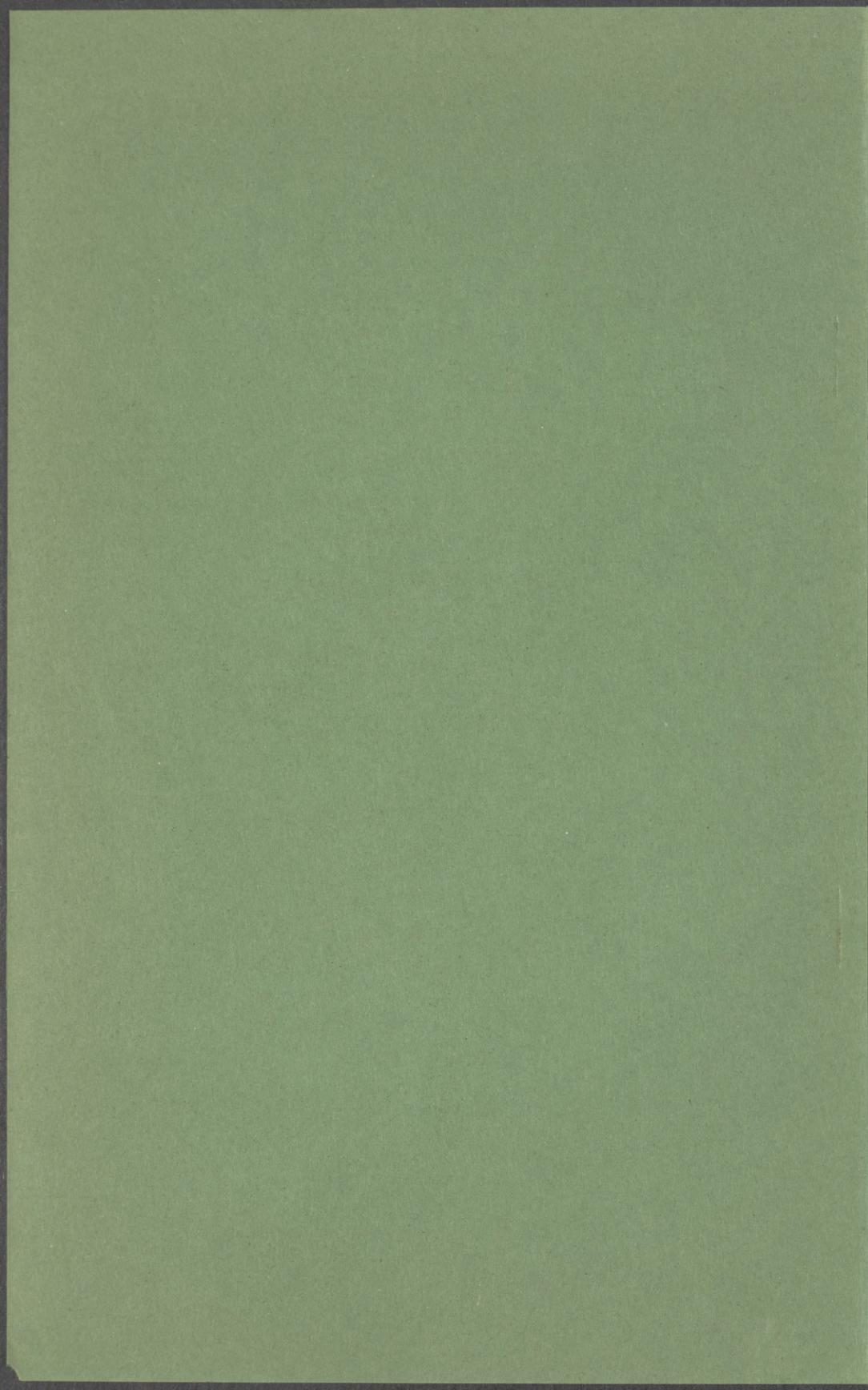
A BILL TO AMEND THE ACT OF JUNE 6, 1933, AS AMENDED, TO AUTHORIZE THE SECRETARY OF LABOR TO DEVELOP AND MAINTAIN IMPROVED, VOLUNTARY METHODS OF RECRUITING, TRAINING, TRANSPORTING, AND DISTRIBUTING AGRICULTURAL WORKERS, AND FOR OTHER PURPOSES

Part 4

Appendix—II

Printed for the use of the Committee on Labor and Public Welfare





MIGRATORY LABOR LEGISLATION

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BEFORE THE

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Part 4

Appendix—II

Printed for the use of the Committee on Labor and Public Welfare



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WASHINGTON : 1968

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MIGRATORY LABOR LEGISLATION

APPENDIX

ALABAMA FARM BUREAU FEDERATION,
Montgomery, Ala., February 16, 1968.

HON. LISTER HILL,
U.S. Senate,
Washington, D.C.

DEAR SENATOR HILL: Senate Bill 8 would extend the National Labor Relations Act to agriculture. This bill is presently pending before your Senate Committee on Labor and Public Welfare. I want to outline in written form, the reasons why the bill should not be enacted.

The first point I would make in this connection is that it is not possible to close down a farm to sit out a strike. A fruit or vegetable farmer can lose a year's income plus a substantial capital investment if he cannot harvest a crop. A dairyman has to milk his cows twice a day and if he is unable to do so his cows suffer irreparable damage. The farm production cycle is generally fixed by the calendar and the laws of nature, and if delayed or interfered with beyond narrow time limits, will bring financial ruin. Thus, farmers are uniquely vulnerable to control of their labor supply by a union. They would be under irresistible and compulsive pressure to accept whatever demands the union might make, no matter how unreasonable or arbitrary such demands might be. In the light of recent labor-management developments we can assume that a union of farm workers, having such an economic power to compel farmers to accede to their demands, would exercise such power in an unreasonable way.

The second point I would like to make is the extremely adverse position farmers currently find themselves in with respect to rising costs of production and declining prices. The cost of living increased 2.8 percent in 1967—for farmers as for others—but in striking contrast to most other segments of the population, farm incomes were down—down 11.6 percent below 1966. Here are the actual figures as set forth in the 1968 Economic Report of the President:

[In billions of dollars]

	Realized gross farm income	Production expenses	Realized net farm income ¹
1966.....	49.7	33.3	16.4
1967 preliminary.....	48.9	34.4	14.5

¹ Includes cash receipts from farm marketings, government payments, and nonmoney income from farmers, such as rental value of residence and food and fuel produced and consumed on the farm. Does not include adjustment for changes in farm inventories.

It will be noted that realized gross farm income is down \$800 million. But the biggest factor affecting net farm incomes is the rise in production costs, which increased \$1.1 billion in 1967.

In terms of the parity ratio, prices received by farmers in 1967 were the lowest of any year since 1934, in the depth of the depression.

The average per capita net income of farm operators in 1967 was \$4,705. This is the total return for the average operator's labor, management and investment. It includes the rental value of the residence and also includes food and fuel produced and consumed on the farm.

Obviously, there is very little fat for unions to slice off. But they would try—with a substantial worsening of the cost-price squeeze of farmers. Then, it would

be reasonable to assume that the alternatives would be either bankruptcy for the farmer, or rapidly rising costs to the consuming public.

The third point I would like to make is that the enactment of S. 8 would accelerate the depopulation of many rural areas. The Nation's total employment hit a record January high of 73.3 million last month and the unemployment rate dropped to a 15-year low of 3.5 percent, the Labor Department said in a Washington press release of February 8, 1968. At the same time, agricultural employment continued to decline and reached an all-time low. You are aware of the impact the extension of minimum wage legislation to farm workers is having on accelerating the migration of farm workers and share croppers from rural areas to cities, and the increasing social, welfare and poverty problems resulting from such migration. The enactment of S. 8 would accelerate this trend because farmers would be provided two major and substantial incentives to substitute investment in capital equipment. These two incentives would be:

1. The need for farmers to adjust their operations in the expectation of higher wage costs.

2. The need for farmers to adjust their operations to eliminate or reduce their vulnerability to control of the farm labor supply by unions.

The fourth point is that if farmers were subject to the National Labor Management Relations Act they would need to employ competent counsel to advise them with respect to union activities and negotiations, and the administration of the statute by the National Labor Relations Board. This is an extremely complex area of law with respect to which only specialized attorneys can provide the essential legal assistance. Concerns engaged in business and commerce have found that such specialized legal counsel is necessary at every step of the procedure and negotiations, to avoid unknowing violation of the Act as interpreted by innumerable NLRB and judicial decisions.

This could create an impossible problem for farmers. In most cases they would be unable to finance such legal assistance, and in any event specialized legal assistance of the kind needed is not usually available in rural areas.

I want to express my appreciation for the opportunity to summarize the reasons we believe S. 8 should not be enacted. We respectfully request your consideration and favorable action to defeat the enactment of the bill.

Sincerely yours,

J. D. HAYS, *President.*

AGREEMENT BETWEEN SEABROOK SERVICES CO. AND LOCAL NO. 56,
AMALGAMATED FOOD & ALLIED WORKERS UNION, AFL-CIO,
MARCH 1, 1967, TO FEBRUARY 28, 1970

ARTICLE I—PARTIES TO THE AGREEMENT

This agreement is made by and between Seabrook Services Co. hereinafter referred to as the "company" or the "employer" and the Amalgamated Food & Allied Workers Union, Local 56, affiliated with the A.M.C. & B.W. of N.A., AFL-CIO, hereinafter referred to as the "union," and on behalf of its members now employed and who hereafter may be employed by the employer, who shall be referred to as the "employees."

ARTICLE II—UNION RECOGNITION

The company recognizes the union as the exclusive representative of all employees at its farm for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and, other conditions of employment, except—

- Security police employees;
- Timekeepers;
- Storeroom clerks and certain other bonded employees mutually agreed upon between the employer and the union;
- Janitors and cleaners in main office and annexes;
- Office, executive, and administrative employees; and
- Supervisors.

The term "supervisor" shall mean the same as those persons so designated under the National Labor Relations Act, as amended.

ARTICLE III—UNION SECURITY

It shall be a continuing condition of employment for all employees represented by the union to become and remain members of the Union in good standing on the 30th day following the beginning of their employment, the date of execution of this agreement, or the effective date of this agreement, whichever is later, all to be enforced and applied in accordance with the provisions of section 8(a)(3) of the National Labor Relations Act, as amended. Any employee suspended or expelled from the Union for failure to tender the initiation fees or the periodic dues uniformly required as a condition of acquiring or retaining membership, shall be subject to discharge by the company within 7 days after its receipt of written notice of such suspension or expulsion or, in the case of key or technical employees, within a reasonable time for their replacement.

ARTICLE IV—PAYROLL DEDUCTIONS

A. The company agrees that upon receipt of a written assignment thereof signed by an employee, it will deduct from such employee's wages during the period specified in such assignment or until such assignment is revoked, in writing, by employee to the union and the company, the initiation and union membership dues and remit the same to the union.

B. The employer agrees, upon reasonable notice, to furnish the union with a detailed payroll record of the collective bargaining unit as described for its inspection whenever a request therefor is made.

ARTICLE V—MANAGEMENT

The company retains exclusive control over the operations of its business and shall retain and maintain the exercise of all managerial authority and prerogatives, except as it may be restricted by express provisions contained in this agreement.

ARTICLE VI—DIVISION OF WORK, LAYOFFS, AND REHIRING

A. In the event that conditions require curtailment in the amount of work done, the work shall be divided equally among all employees on the seniority list in each department to the extent that the same is practicable. The company will do its utmost to the extent that the same is practicable to furnish 40 hours of work per week to all employees on the seniority list. When the average workweek becomes less than 40 hours, employees on the seniority list shall be laid off in the manner hereinafter provided.

B. Layoffs, when necessary, shall be made upon the basis of seniority, provided only that ability and fitness are relatively equal. In rehiring, employees theretofore laid off as aforesaid shall be returned to work in the reverse order in which they were laid off, provided there shall have been no change in their ability or fitness to perform the work required.

C. Vegetable growing and processing is a highly seasonal business,

subject to vagaries of weather conditions and other growing conditions beyond human control, and for that reason it is not possible at all times to anticipate layoffs, but the company will use its best efforts to notify the union of layoffs at the earliest possible time. If a protracted layoff of employees on the seniority list becomes necessary, the company agrees that its scheduling department will meet with the union represented by its business agent and/or chief steward as far in advance as is practicable in order that the employees to be affected may be notified of such layoffs as far in advance as possible. Employees must be notified of any layoffs not later than the night previous to the day on which they are to be laid off, and there will be no violation of this article VI provided such notification is given. Such notification is to be made even when a holiday is involved.

ARTICLE VII—TRANSFERS

A. It is the policy of the company to cooperate in every practicable way with its employees who desire transfers to other positions or vacancies.

B. The company will give preference to a senior employee rather than hire a new employee to fill a new position, promotional job or vacancy, provided the employee on the seniority list has the necessary ability and fitness for such job. If the employee on the seniority list shall be found unsatisfactory, he shall be transferred back to his former job.

C. In the case of temporary transfer of an employee on the seniority list to a higher position which he is qualified to fill, the employee shall receive the wages regularly paid by the company for such work at the completion of a full shift on the higher rated job, and will continue to receive the higher rate as long as he is assigned to the job.

In the case of temporary transfer of an employee on the seniority list to a higher position, which he is not qualified to fill without some training, there will be no change in rate for a period not in excess of 5 consecutive working days. An employee in this category who is transferred to a higher rated position and remains for a period in excess of 5 consecutive working days shall receive the wages regularly paid by the company for such work for the period of time in excess of 5 days, and shall continue to receive the higher rate for a period of 5 days after he is returned to a lower rated position.

Employees permanently transferred to a lower position because of lack of qualification or lack of the existing job shall receive the wages regularly paid by the company for such work.

ARTICLE VIII—SENIORITY

A. Seniority status shall be determined by the employee's length of service with the company and shall be on a farm basis.

B. Due to the seasonal nature of the business, seniority rights shall be acquired after 28 weeks of active employment in any calendar year, or after 54 weeks of active employment in any 2 consecutive calendar years. Active employment under the meaning of this paragraph shall be any week during which the employee is actively engaged in the performance of farm duties and works a minimum of 16 hours during the week.

C. The company agrees to give credit for work performed on any payroll covered by the contracts of either local 56 or local 676 toward the establishment of seniority. If an employee is transferred from one bargaining unit to another, his seniority in the bargaining unit to which he is transferred shall be established pursuant to the agreement covering the employee in that bargaining unit.

The company agrees to give credit up to a maximum of 6 weeks to those employees who during the calendar year because of company-connected injuries have been unable to perform work, to which they would rightfully be entitled had they not been injured.

D. An employee shall lose seniority and be deemed separated from employment with the company for the following reasons—

- (1) Voluntary quitting.
- (2) Discharge for cause.
- (3) Failure to report for work within 5 days after being notified in writing to report. Such notice shall be directed to the employee's last address as it appears on the records of the company.
- (4) Layoff, without recall, for more than 18 months.
- (5) Unexcused absence. An employee's absence will be regarded as unexcused unless he first obtains permission in writing signed by a representative of the company who has been designated in writing to the union for that purpose, or unless his absence is due to illness which is either evidenced by a certificate of a physician, or where possible is reported to the company's personnel department at the time of such illness.

The following procedure will be followed for disciplinary action on unexcused absences from work:

- (a) Three unexcused absences within any 90-day period—a warning will be given the employee, with both union and employer representatives present.
- (b) One additional unexcused absence within a 180-day period from the date of the first unexcused absence—the employee will be suspended from work for 1 day.
- (c) One more unexcused absence within the 180-day period, for a total of five unexcused absences—the employee will be discharged from the employ of the employer.

E. An employee who is absent because of illness or injury, or layoff, shall accumulate seniority up to a maximum of 18 months for the purpose of determining his place on the seniority list.

The company shall provide health and welfare benefits for a period of 12 months for employees absent because of illness or injury or layoff. After the 12-month period, the employee may, at his own option, continue his health and welfare benefits through the company, at the employee's own expense, for an additional 6 months.

F. An employee transferred to a position outside the bargaining unit shall be excluded from the coverage of this agreement. If he is subsequently transferred back to the bargaining unit he will be credited with his full accumulated seniority.

G. A leave of absence may be granted to an employee by mutual agreement between the company and the union. The employee shall retain his seniority rights during a leave of absence. To be valid the leave of absence must be in writing signed by a representative of the

company who has been designated in writing to the union for that purpose. Leaves of absence for a period of more than 18 months must be signed by both the company and the union.

H. Employees with 15 weeks or more of accumulated seniority in the preceding year shall be recalled in order of their length of service, and shall be scheduled for work during the period of their employment on this same basis, provided they have the ability to perform the work available to them.

Prior to the employment period for seasonal members each year, the company will provide the union with a complete list of the preceding year's employees who had 15 or more weeks of active employment—together with the number of weeks of work accumulated by each employee. The company will furthermore make arrangements for a method of identification of the length of service rating within this group, for more efficient control of work assignment and layoffs in line with the agreement in this paragraph.

I. (1) Any employee on the seniority list who is called to active military training or service in the Armed Forces of the United States shall retain during the period of such service the seniority rights as herein provided. Upon his discharge from such service, he shall be offered his former position or one of like status, provided he (1) has received a certificate of honorable discharge, and (2) is still qualified to perform the duties of such position, and (3) makes application for reemployment within 90 days after he is relieved from such training and service or from hospitalization continuing after discharge for a period of not more than 1 year.

(2) Reserve training duty.—In the event any employee covered under this agreement, who is a reservist in the Armed Forces of the United States, and is actively working at the time, is required to go away on maneuvers or summer encampment for a temporary period, the company shall supplement his military pay with an amount sufficient to equal his regular 40-hour weekly earnings at the straight time rate for his job classification.

J. If an employee on the seniority list voluntarily elects to change his classification to accept farm seniority in a lower classified job, but later returns to his original unit, he will be placed on the bottom of the seniority list of that unit.

ARTICLE IX—OVERTIME

Premium pay for Sunday work as such will be paid at time and one-half for which the union agrees that—

(1) Seniority and nonseniority members of the union will be expected to work in the number and skills necessary for that day's operation.

(2) In order to qualify for time and one-half for Sunday work, members must work at least 2 days during the week in which Sunday falls.

Sunday will be deemed to begin at 7 a.m. Sunday and end at 6:59 a.m. Monday.

Overtime provisions for Sunday as such shall not apply to employees who regularly work on a continuous basis regardless of the rate of production.

ARTICLE X—HOLIDAYS

A. Paid holidays—Recognized paid holidays shall be:

New Year's Day
 Lincoln's Birthday
 Washington's Birthday
 Good Friday
 Memorial Day
 Independence Day
 Labor Day
 Thanksgiving Day
 Christmas Day

1. All hourly paid employees on the seniority list, as well as employees who have accumulated partial seniority (15 weeks or more of work) in the preceding year, shall receive 8 hours pay at their regular straight time hourly rate without work being performed for the following holidays: Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, and Thanksgiving Day, providing they work at least 1 day of the week in which the holiday falls.

2. All hourly employees on the seniority list shall receive 8 hours pay at their regular straight time hourly rate without work being performed on the following holidays:

Christmas Day
 New Year's Day

provided that such employee shall have worked their last regularly scheduled workday at the end of the production season.

3. Hourly paid employees on the seniority list who are scheduled to and perform work on any paid holiday, in addition to their holiday pay provided in sections 1 and 2 of this article shall be guaranteed their normal shift pay at straight time not to exceed 8 hours, and shall be paid time and one-half for all hours worked over 8 hours.

4. Hourly paid seniority or partial seniority employees receiving workmen's compensation for company-connected injuries shall receive holiday pay if the holiday falls within the 6-week period following such injury.

B. Under no circumstances may premium pay be pyramided for the same hours worked on a particular day and in the event work is performed on a holiday occurring during a period in which over-time compensation would be payable for work performed, only the amount specified in this article will be payable.

ARTICLE XI—VACATIONS

A. Vacations shall be scheduled at any time during the calendar year at the convenience of the company. Preference for vacation time shall be given in order of seniority. Where production schedules require, employees may be obliged to work their vacation period. However, it shall be the prerogative of the employees to request and receive vacation pay in the amount due at any time subsequent to the date on which they become eligible for same.

B. Each employee on the seniority list shall be entitled to a vacation for a duration equal in length to the number of days obtained by

dividing his vacation pay, calculated as hereinafter provided, by his regular straight time pay for an 8-hour day.

C. The vacation credit year shall be the period from the first Sunday in December to the first Sunday in December of the following year.

D. Each employee having 8 months' but less than 5 years' seniority shall receive as vacation pay 2 percent of his aggregate earnings during the vacation credit year. Each employee having 5 years' but less than 10 years' seniority shall receive 3 percent of his aggregate earnings during the vacation credit year. Each employee having 10 years' but less than 20 years' seniority shall receive 4 percent of his aggregate earnings during the vacation credit year. Each employee having 20 or more years' seniority shall receive 6 percent of his aggregate earnings during the vacation credit year.

E. For the purpose of determining eligibility for vacation and vacation pay under this article, seniority shall be determined as of the first Sunday in December of the vacation credit year.

F. Any employee on the seniority list who shall be discharged for cause prior to December 1st of any year shall not be entitled to vacation pay. Any employee on the seniority list who shall quit prior to December 1st of any year, and who has less than 3 months of service in that calendar year, shall not be entitled to vacation pay.

Any employee on the seniority list, eligible for vacation or vacation pay under this article, who shall quit or become ill prior to December 1st of any calendar year, and who has 3 months or more of service in that calendar year, shall be entitled to vacation pay. Any employee on the seniority list, eligible for vacation or vacation pay under this article, who is laid off for lack of work prior to the first Sunday in December of any calendar year, shall be entitled to vacation pay.

ARTICLE XII—WORKING CONDITIONS

A. An employee shall not be required to work more than 6 consecutive hours from the start of a shift without a lunch or rest period.

B. Employees on the seniority list who shall be requested to come to work on any day for a regular day's work, shall be guaranteed not less than 4 hour's work or if such work is not available pay in lieu thereof, unless the cause for such lack of work is beyond the company's control.

C. The company shall continue its policy of supplying protective clothing and equipment to employees.

ARTICLE XIII—UNION SUPPORT OF INCREASED PRODUCTIVITY

It is recognized mutually by the union and the company that increased wages must be offset by increased productivity in order that the company may be kept in such a competitive position to enable it to provide the employees with high wages and an improved plane of living. The employer agrees to strive for the greatest economy of operation. The employees, individually, agree to strive through their best efforts to increase their productivity. The union agrees to do everything within its power to enforce its rules and regulations, and through advice, instruction, and example, to maintain the highest standard of work. The union further agrees to take the necessary disciplinary meas-

ures where justified complaints are made by the employer against an employee.

ARTICLE XIV—INCENTIVE PLAN

For the purpose of increasing the take-home pay of individual employees within the limits of cost imposed by competitive selling prices, the union acknowledges that it will favor such incentive plans that may be devised and proposed by the company to cover certain operations that lend themselves to the provisions of rewards for increased individual or group productivity, providing that the base rate established by such an incentive plan is fair, and the formula provided for increased compensation for increased productivity is equitable and mutually agreeable to both parties.

ARTICLE XV—GRIEVANCE PROCEDURE

A. Should any grievance arise with respect to the meaning, application or interpretation of the terms of this agreement, such grievance shall be submitted to the following procedure—

(1) First step: Within 5 working days after occurrence of the grievance it shall first be taken up with the foreman or superintendent of the department in which such grievance has arisen by the aggrieved employee's department steward. The foreman shall give the employee his answer within 5 working days after the grievance shall first have been discussed.

If no adjustment is reached, then

(2) Second step: The grievance shall be reduced to writing and presented by the representative of the union to the representative of the company designated to receive the same. Such presentation shall be made within 5 working days immediately following the disposition of the grievance in the first step. The parties shall make every effort to adjust the dispute.

B. In the event the grievance has not been settled by the steps mentioned above within 30 days after the filing of the grievance in writing, as provided in the second step, either party may notify the other, in writing, that the grievance shall be submitted to arbitration. If arbitration is desired, such notification must be made in any event not later than 60 days after the filing of the grievance as provided in the second step. Two representatives shall be selected by the company and two representatives by the union. The four so selected shall within 15 days from the date of written request for arbitration select the fifth person, who shall be the impartial referee or arbitrator. If the four arbitrators selected cannot agree upon the fifth arbitrator within the said 15 days from the date of written request, the fifth arbitrator shall be selected from the panel of the New Jersey State Mediation Board, in accordance with the rules of that agency. The arbitration board thus constituted shall consider the matter referred to it and shall render its decision as promptly as possible. The arbitrator shall have no power to add to, subtract from, change or modify any provision of this agreement and shall interpret existing provisions of the agreement and apply them to the specific facts involved. The decision of the arbitration board shall be final and binding. Each party of this agreement shall pay its own arbitrators and the two parties jointly shall in turn pay the fifth impartial arbitrator.

C. (1) The following shall be cases for immediate dismissal without any prior notice to the union; sabotage, insubordination, intoxication while on duty, smoking in prohibited area, destruction of company property, vandalism, theft and violation of paragraph D of this article.

(2) Where the dismissal or discharge of any employee on the seniority list is based on any reason other than those listed in the preceding subdivision (1) at least 5 working days notice thereof shall be given to the union prior to the actual dismissal or discharge, for the purpose of permitting an investigation by the union of the purpose of such action.

The company shall have and retain the right to discharge any employee for cause, which may include inefficiency and incompetency.

Should the employee on the seniority list claim that he was unjustifiably discharged, such discharge can be made the basis of a grievance. The grievance shall be presented in writing directly to the representative of the company designated to receive the same within 5 days from the date of such dismissal and shall be subject to the remaining provisions of the grievance procedure. The pendency of such a grievance shall not prevent the company from carrying out the discharge as herein provided.

D. For the term of this agreement, the union agrees that it will not initiate, authorize, participate in or ratify any strike, slow-down or other work stoppage in the plant of the company, or any curtailment of work or restriction of production or interference with the production of the company. The company agrees that it will not have any lockout. The company agrees, anything to the contrary herein notwithstanding, that the union, its officers, agents or members, shall not be liable for damages or otherwise for any act or omission to act mentioned in this paragraph, provided, (1) the union has not authorized, initiated, participated in, nor ratified such act or omission to act, and provided, (2) the union and the company will endeavor to correct the situation, and provided, (3) that any employee who engaged in such activities shall be subject to immediate discharge.

ARTICLE XVI—WAGES

A list of the rates which were agreed upon by the company and the union for the various job classifications are set forth in schedule "A," which is appended and made part of this agreement.

ARTICLE XVII—MISCELLANEOUS PROVISIONS

A. A duly accredited representative of the union shall have the right at all times during working hours to visit departments of the company where employees covered by this agreement are employed, for the purpose of investigating the working conditions and the compliance or noncompliance with the terms and conditions of this agreement. The union agrees that such representative shall call at the office for a permit and the company agrees to issue such permit.

B. The company agrees to permit the union to post notices of union meetings in various conspicuous places or bulletin boards throughout the company's premises, and such other notices as may be approved by the company.

C. There shall be no discrimination by the company against any of its employees because of union activity, nor shall there be any discrimination against any employee because of race, color, creed, sex, age, or nationality, in the placement and retention of employment, or in the hours, wages, and working conditions of the employee.

D. This agreement cancels and supersedes all previous collective bargaining agreements between the company and the union. This agreement cannot be modified or amended except by an instrument in writing signed by the company and the union.

E. (1) The company will continue to provide employees on the seniority list with the present group insurance plan: Daily hospital room and board allowance, \$17 per day; maximum allowance for hospital service, \$170; pregnancy allowance, \$170; maximum allowance for surgical fees, \$250; maximum time covered, 70 days.

Qualified dependents of eligible seniority employees will be provided the same benefits. Qualified dependents are defined to include (a) the lawful wife of the employee, and (b) children of the employee who are over 14 days of age but under 19 years of age and unmarried; excluding any individual qualifying as an employee who is eligible for the benefits provided in the group hospital expense benefits policy.

Beginning August 1, 1967, the daily hospital room and board allowance will be increased to \$22 per day.

Beginning February 1, 1968, the company agrees to provide employees on the seniority list and their qualified dependents with a group insurance plan to be provided in one of the following ways: (a) N.J. Blue Cross and Blue Shield; (b) the equivalent benefit coverage to N.J. Blue Cross and Blue Shield through a private insurance company selected by the company; (c) the equivalent benefit coverage to N.J. Blue Cross and Blue Shield provided through an area health and welfare program jointly sponsored by the South Jersey Food Processing Companies and unions Local No. 56 and No. 676. The company retains full authority in selecting any one of the three alternatives.

Employees will become eligible for group insurance coverage on the next March 1 following their attainment of union seniority status. Employees qualifying for this earlier coverage in 1967 will be provided group insurance no later than August 1, 1967.

Beginning February 1, 1968, the company will provide employees on the seniority list with the following life insurance coverage:

All employees with over 3 years of seniority will be covered with life insurance in the amount of \$3,000.

All employees with over 2 years but less than 3 years seniority will be covered with life insurance in the amount of \$2,000.

All employees with less than 2 years of seniority will be covered with life insurance in the amount of \$1,000, provided they are on the seniority list by March 1 of any one year.

Increases in life insurance coverage based on seniority will be made on March 1 of each year until the maximum amount is reached.

(2) The company will furnish, at company expense, a \$1,000 life insurance policy to each seniority employee previously retired or subsequently retired under the provisions of the South Jersey Labor and Management Pension Fund.

F. The company will continue to contribute to the South Jersey Labor and Management Pension Fund, the sum of 10 cents per hour

for each hour worked by each of the seniority employees covered by this agreement, up to a maximum of 2,000 hours in a calendar year for each of such employees. Beginning January 1, 1969, the company will increase the contribution by 3 cents per hour to a total sum of 13 cents per hour, under the same provisions outlined in this section. The pension fund so established will provide pensions to eligible employees as outlined under the provisions of the South Jersey Labor and Management Pension Fund, and as administered by the board of trustees of this fund.

G. Active employees who are serving grand or petit jury will receive pay at their regular rate, and for their prevailing shift time, for each scheduled work day lost while serving on such jury duty.

H. Death in family—the company will pay up 3 working days lost by seniority employees because of death in immediate family. Immediate family shall include husband or wife, children, mother or father, sister or brother, grandmother or grandfather, mother-in-law or father-in-law. These must be 3 consecutive days, and one of these days must be the day of the funeral. The 3 consecutive days must be within a period of 2 days prior to funeral and 2 days after the funeral. The company may require proof of death and relationship. Pay shall be computed on the basis of 8 hours' pay and at the employee's regular hourly rate of pay.

ARTICLE XVIII—DURATION

This agreement shall be effective as of March 1, 1967, and shall remain in full force and effect until February 28, 1970, and thereafter for succeeding yearly periods unless notice in writing is delivered by either the union or the company to the other not less than 60 days prior to February 28, 1970, or the expiration of any subsequent annual period of its desire to modify, amend, or terminate this agreement. In the event that either party gives such notice to the other, the parties shall meet to discuss and negotiate an agreement. In the event the parties are unable to reach an agreement before February 28, 1970, unless this date is extended by mutual agreement, then article XV, section D of this agreement shall become inoperative and shall remain inoperative until such time as an agreement is reached between the parties. After any such agreement is reached, article XV, section D shall again be in full force and effect and remain so for the duration of this agreement.

In witness whereof, the duly sworn representatives of the parties hereto have affixed their hands as of this 21st day of November 1967.

For the company:

JERRE L. PEARSON,
W. J. SCHEFFER,
WM. HOOUN.
FRED S. BARKER.

Witness:

For the union:

L. B. SCHACHTER,

Negotiating committee:

Helmut Keppric; Ogden Dickerson; Matthew P. Grant, Jr.; Monroe Styles; Elsie Holding; Lucille Hayes; Zola Holt; James M. Donnelly; Ida S. Douglas; Wiley Bowman; Maria Kowalski; Ray Buckner; Nathanael Grant; Annie M. Matthey.

Witness:

KENNETH A. BENNETT.

SCHEDULE A, SEABROOK SERVICES CO. AND LOCAL NO. 56, MAR. 1, 1967 TO FEB. 28, 1970

	Hourly rates effective—			
	Mar. 1, 1967	Sept. 3, 1967	Mar. 1, 1968	Mar. 1, 1969
Service mechanics:				
Working foremen.....	\$2.42	\$2.44	\$2.58	\$2.71
Class A.....	2.27	2.29	2.43	2.56
Class B.....	2.22	2.24	2.38	2.51
Class C.....	2.07	2.09	2.23	2.36
Class D.....	2.02	2.04	2.18	1.31
Class E.....	1.95	1.97	2.11	2.24
Welder.....	2.52	2.54	2.68	2.81
Operators and miscellaneous:				
Class A.....	1.91	1.93	2.07	2.20
Class B.....	1.88	1.90	2.04	2.17
Class C.....	1.85	1.87	2.01	2.14
Seasonal—Nonseniority:				
Employees working in prior year:				
Class A.....	1.65½	1.65½	1.79½	1.92½
Class B.....	1.58	1.58	1.72	1.85
Class C.....	1.48	1.48	1.62	1.75
Employees not working in prior year:				
Class A.....	1.65½	1.65½	1.73½	1.86½
Class B.....	1.58	1.58	1.66	1.70
Class C.....	1.48	1.48	1.56	1.69

Note: Employees working on wet spray chemical application will receive a job rate of 10 cents per hour. Employees working on dry spray chemical application will receive a job rate of 5 cents per hour.

Migrant workers of Seabrook Farming Corporation, whether they be domestic or offshore, who live in camps operated by the company and/or may be either recruited, transported, furnished commissary accommodations or provided with other services arranged by the company, shall be on the rate structure listed below:

	Hourly rates effective—			
	Mar. 1, 1967	Sept. 3, 1967	Mar. 1, 1968	Mar. 1, 1969
Migrant workers, nonseniority:				
Employees working in prior year:				
1st cook (commissary).....	\$1.48	\$1.48	\$1.62	\$1.75
2d cook (commissary).....	1.41	1.41	1.55	1.68
Laborers.....	1.34	1.34	1.48	1.61
Employees not working in prior year:				
1st cook (commissary).....	1.48	1.48	1.56	1.69
2d cook (commissary).....	1.41	1.41	1.49	1.62
Laborers.....	1.34	1.34	1.42	1.55

AGREEMENT

It is hereby agreed by and between Schenley Industries, Inc., a corporation, herein called the employer, and the United Farm Workers Organizing Committee, AFL-CIO, an unincorporated association, herein called the union, as follows:

SECTION I. RECOGNITION

(a) The employer recognizes the union as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment of all employees of the employer employed on all agricultural fields leased, owned, or rented by the employer in Kern and Tulare Counties.

(b) The employer further recognizes the rights and obligations of the union to negotiate wages, hours, and conditions of employment, and to administer this agreement on behalf of all covered employees.

(c) The employer and its representatives will not undermine the union or promote or finance any competing labor organization.

(d) The employer and its representatives will not interfere with the right of any employee to join and assist the union, and will make known to all employees that they will secure no advantage, more favorable consideration, or any form of special privilege because of non-membership in the union.

(e) The employer and its representatives will make known to all employees, supervisors, and officers, its policies and commitments as set forth above with respect to recognition of that union and that employees in the bargaining units should give the utmost consideration to supporting and participating in collective bargaining and contract **administration functions.**

(f) Any claim by the union that action on the job of any nonbargaining unit employee is disrupting harmonious working relations may be taken up as a grievance.

SECTION II. UNION SECURITY

(a) Union membership shall be a condition of employment. Each employee shall be required to become and remain a member of the union, in good standing, immediately following ten (10) continual calendar days of employment.

(b) The union shall be the sole judge of the good standing of its members. Any employee who fails to become a member of the union within the time limit set forth herein, or who fails to pay the required initiation fees, periodic dues, and regularly authorized assessments as prescribed by the union shall be immediately discharged upon written notice from the union to the employer.

(c) The employer agrees to furnish the union, in writing, the names of employees giving the names, addresses, ages, Social Security numbers and type or job classifications.

(d) The employer agrees to deduct from each employee's pay all initiation fees, periodic dues and assessments as required by the union, upon presentation of individual authorizations, signed by the employees, directing the employer to make such deductions. The employer shall make such deductions from the employees' pay once in each month and remit same to the union not later than the 15th day of the following month. Vacation pay is subject to a monthly dues deduction.

The union will furnish the forms to be used for the authorization. The employer will furnish the union with a duplicate copy of all signed authorizations.

SECTION III. SUCCESSOR CLAUSE

This agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an operation is sold, leased, transferred, or taken over by sale, transfer, lease, assignment, receivership or bankruptcy; such operation shall continue to be subject to the terms and conditions of this agreement for the life

thereof. It is understood by this section that the parties hereto shall not use any leasing device to a third party to evade this contract. The employer shall give notice of the existence of this agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this agreement or any part thereof. Such notice shall be in writing, with a copy to the union, at the time the seller, transferrer, or lessor executes a contract or transaction as herein described.

SECTION IV. NEW JOB CLASSIFICATIONS

(a) New job classifications and applicable wage rates may be established and made effective by the employer in accordance with the following procedure:

(b) The employer shall notify the union of its intended action in writing. Such notice shall, where practical, be given at least 30 days in advance of the date on which the job classification and the rate are to be effective.

(c) The union, if it questions the employer's action, shall do so in writing within five days of employer's notice, and the parties shall meet with the employer within five days of such written notice for the purpose of arriving at an agreement on the intended action. Fifteen days after employer's written notice, if no agreement has been reached earlier, then the employer may make the job classification and the rate effective.

(d) If the union thereafter still objects to the employer's action, it may submit the matter to the arbitrator provided for in the grievance procedure who shall decide the dispute.

(e) The scope of such arbitration shall be the establishment of the job classification, the job content and the job wage rate.

(f) The employer shall not change or modify any present job so as to remove it from the bargaining unit.

SECTION V. HIRING

Whenever the employer requires employees to perform any work covered by this agreement, it shall notify the union, stating the number of employees needed, the type of work to be performed, the starting date of the work and the approximate duration of the job or jobs.

Upon receipt of such notice, the union shall use its best efforts to furnish the required number of employees. If the union is unable to furnish the required number of employees within 72 hours, or on the date of the beginning of the work (whichever date is later), the employer shall be free to procure employees from any other source. The employer shall, in such event, notify the union in writing, within 24 hours, of the names and addresses of all employees so hired.

SECTION VI. DISCRIMINATION

In accord with the policies of the employer and of the union, it is agreed that neither party will discriminate against any employee on the basis of race, creed, color, religion, or national origin.

SECTION VII. SENIORITY

Seniority will be based upon length of service and such seniority will be extended beginning with the first date of hire. Temporary layoffs of not more than 3 months shall not constitute a break in the continuity of service, for the purpose of seniority. Layoffs, transfers, promotions, and vacations for employees shall be determined on the basis of seniority. Employer shall furnish an up-to-date seniority list of all employees on a quarterly basis.

SECTION VIII. WAGES

(a) *Schedule of wage rates.*—Appendix A, which is attached hereto and made a part hereof, sets forth the schedule of wage rates which shall apply to all jobs in the bargaining unit.

(b) Each employee shall be assigned the job title of his regularly assigned job.

(c) Any employee who is assigned to a higher paid job shall receive the higher rate. If he is assigned to a lower paid job he will receive the rate which he would normally be paid on his regular job.

(d) *Base pay.*—Incentive workers shall have guaranteed earnings of not less than the rate of pay for hourly workers.

SECTION IX. RIGHT OF ACCESS TO COMPANY PROPERTY

Duly authorized representatives of the union shall be permitted on the employer's premises, agricultural fields and camps for the normal course of union business.

SECTION X. BULLETIN BOARDS

The employer will provide bulletin boards placed at such central locations as the union may designate, subject to approval of the employer, upon which the union may post its formal notices.

SECTION XI. LEAVE OF ABSENCE FOR UNION BUSINESS

Any employee elected or appointed to an office or position in the union shall be granted a leave of absence for a period of continuous service with the union. Fifteen days' notice must be given the employer before the employee takes leave to accept such office or position or chooses to return to work. Such leave of absence will be without pay. Seniority shall not be broken or suspended by reason of such leave.

A leave of absence shall also be granted for temporary leave to attend union business provided ample notice is given.

SECTION XII. MAINTENANCE OF STANDARDS

The employer agrees that all conditions of employment relating to wages, hours of work, and general working conditions shall be maintained at no less than the highest standards in effect at the time of the signing of this agreement and conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this agreement.

SECTION XIII. WORK OPPORTUNITY

(a) If less than the normal work opportunity is available, preference shall be given to employees of the regular full-time work force.

(b) Supervisors outside of the bargaining unit shall not do any work regularly performed by employees in the bargaining unit except in cases of emergency.

SECTION XIV. REPORTING AND STANDBY TIME

(a) An employee paid on an hourly or piecework basis who is required to report for work and does report and is furnished no work or less than 4 hours of work for reasons other than an "Act of God" shall be paid at least 4 hours for that day at the employee's hourly rate of pay, or the employee's average hourly piece rate earnings.

(b) Standby time. An employee shall be paid for all time he is required to remain on the job at his hourly rate or average hourly piece rate earnings.

SECTION XV. RECORDS AND PAY PERIOD

(a) Full and accurate records shall be kept, including total hours worked, piece rate or incentive records, total wages and total deductions. Employees shall be furnished a copy of the itemized wages and itemized deductions each payday which shall include the employee piece rate production record.

(b) The union shall have the right to examine timesheets, work production or other records that pertain to employee's compensation. Reason shall govern—no abuse of this request.

SECTION XVI. CAMP HOUSING

(a) Rentals to employees of available camp housing on the employer's premises shall be made to employees on a nondiscriminatory basis and without favoritism. The factors of race, color, creed, religion, or national origin shall not be considered in the distribution of available rentals.

(b) Camps and meal service shall be operated on a nonprofit basis therein.

(c) Where the employer presently provides free sleeping accommodations in its camps, these camps shall be maintained on this basis.

SECTION XVII. SAFETY AND HEALTH

(a) *Sanitary facilities.*—There shall be adequate toilet facilities in the field readily accessible to employees, that will be maintained in a clean and sanitary manner. These may be portable facilities and shall be maintained at the rate of one for every 35 employees.

(b) *Drinking water.*—Each place where there is work being performed, shall be provided with suitable cool, potable drinking water convenient to employees. Individual paper drinking cups shall be provided.

(c) *First aid.*—Adequate first aid supplies shall be provided and kept clean and sanitary in a dustproof container.

(d) Protective garments, tools, and equipment necessary to safeguard the health of or to prevent injury to an employee's person shall be provided, maintained and paid for by the employer.

It is understood that the employer shall immediately furnish protective equipment for sprayers, umbrellas for tractor drivers, curtains for tractors in wintertime and hooks or Jacob's ladders for pipemen when going into large pipes. Other protective garments, tools and equipment shall be furnished as the needs arise.

(e) Employees shall be granted two relief periods of 15 minutes each which, insofar as practicable, shall be in the middle of each work period. No reduction shall be made in the hours worked by any employee as a result of authorized relief periods taken.

SECTION XVIII. SAFETY COMMITTEE

A joint safety committee consisting of equal numbers of employee's representatives selected by the bargaining unit and management and representatives selected by the employer shall be established at each farm.

The safety committee shall consider existing practices and rules relating to safety, formulate suggested changes in existent practices and rules, and make recommendations to local management with respect to the adoption of new rules and practices.

SECTION XIX. LEAVES OF ABSENCE

A leave of absence shall be granted to a regular employee for a reasonable period for any of the following reasons, without loss of seniority:

(a) For jury duty or witness duty.

(b) Up to 2 years for illness or injury of employee requiring absence from the job, such leave to be without pay.

(c) Military leave. In the event an employee of the employer who serves in the Armed Forces pursuant to Selective Service Act shall not lose any seniority job rights or other benefit. Upon their discharge from the military they shall be granted a job equal to that they would have had with the employer had they remained in continual employment of the employer.

SECTION XX. DISCHARGE

The employer shall not discharge any employee without just cause. Reasons for such discharge shall be presented to the employee in writing. The union steward and/or official(s) shall have the right to interview employee in private, not on company time. Individual performance in relation to a piece rate or incentive plan shall not be used for the purpose of disciplining or discharging an employee. This shall not, however, constitute any limitation on any of the employer's rights to discipline or discharge for unsatisfactory performance by any employee.

SECTION XXI. PROCEDURE FOR DISPUTES

The parties to this agreement agree that for all differences, misunderstandings, or disputes which arise between the employer and the

union in regards to wages, working conditions and for other conditions of employment which arise out of the interpretation of this agreement, discharge or any other dispute, an earnest effort shall be made to settle any difference immediately as follows:

First step.—In the event of any disagreement or dispute between the employer and any employee covered by the terms of this agreement, or the union, the matter shall be first taken up with the supervisor by the union steward within 24 hours from the realization that a dispute existed.

Second step.—In the event that they are unable to adjust the dispute within 1 workday, the matter shall be taken up by an officer of the union with the employer branch personnel manager.

Third Step.—If there be no settlement between the last parties within 2 work days, the matter shall be reduced to writing and taken up by the employer's district personnel manager and a district officer of the union.

Fourth Step.—In the event that these parties cannot resolve the dispute within 7 working days, the matter shall be submitted to an arbitrator selected by the union and the employer. If they cannot agree on an arbitrator, one will be chosen by the Federal Mediation and Conciliation Service, and his decision on the matter shall be final and binding on both parties.

A grievance committee of five workers shall be established by the union which may participate at any step of the grievance.

Any disputes arising between the union and the employer under Section I: Recognition, Section II: Union Security, or Section V: Hiring, shall be taken up directly by the district personnel manager and the district union officer and shall proceed immediately to arbitration, if said persons cannot resolve the dispute within 5 days.

The arbitrator's fee and expenses, the cost of any hearing room and cost of shorthand reporter and original transcript if requested by arbitrator shall be borne equally by the union and employer incurring them.

SECTION XXII. HOLIDAYS

Holidays will be granted to the employees in accordance with appendix B to this agreement.

SECTION XXIII. VACATIONS

Vacations shall be granted to employees that have 1,600 hours employment for 1 year in accordance with the employer's policy.

SECTION XXIV. STRIKES AND LOCKOUTS

While the provisions of this agreement are being observed and carried out, there shall be no strike or lockout for the life of this agreement.

SECTION XXV. EMPLOYMENT SECURITY

(a) *Picket lines.*—The employer agrees that any employee may refuse to pass through any picket line sanctioned by the United Farm Workers Organizing Committee.

(b) Farmworkers will not be required to work when in good faith they believe that to do so would immediately endanger health and safety.

(c) No farmworker under this agreement shall be required to perform work that normally would have been done by employees of another company that is engaged in a strike, or to work on goods that will be handled or are destined to be handled by other workers engaged in strikebreaking.

SECTION XXVI. CREDIT UNION WITHHOLDING

Upon proper written employee authorization, deductions as provided in such authorization shall be made by the employer for the Farm Workers Credit Union, and such moneys forwarded to that organization, provided that no employee may authorize deductions for two credit unions at the same time.

SECTION XXVII. SUBCONTRACTING

(a) The parties understand and agree that the hazards of agriculture are such that subcontracting by employer is necessary and proper, but also understand and agree that employer should not subcontract to the detriment of union or bargaining unit employees.

(b) The employer will not subcontract work unless such work is not included in the job descriptions of work of employees in the bargaining unit or the employer does not have the equipment to do the work or the subcontract work is of such short duration that it is uneconomical for the employer to lease such equipment for use by bargaining unit employees.

(c) It is agreed that employer shall have the right to subcontract as it has in the past, viz, for cropdusting, barley planting and harvesting, corn and potato planting and harvesting, manure and gypsum spreading, plumbing, electrical work, vine removal, construction work, and the like. The foregoing are examples only and are not intended as limitations on the employer's right to subcontract.

(d) The employer will notify the union prior to any of the above-mentioned subcontracting jobs being undertaken.

SECTION XXVII. MODIFICATION

No provision or term of this agreement may be amended, modified, changed, altered, or waived except by a written document executed by the parties hereto.

SECTION XXVIII. DURATION

This agreement shall be effective as of the 21st day of June 1967 and continue through the 20th day of June 1968. Thereafter, the agreement shall continue in effect from year to year unless either party gives the other written notice of its intention to terminate, which notice shall be given 60 days prior to any anniversary date of the first effective date of this agreement.

In witness whereof, the parties have executed this agreement, in duplicate originals, this 12th day of October 1966.

For Schenley Distillers, Inc:

SIDNEY B. KORSHAK.

For United Farm Workers Organizing Committee, AFL-CIO:

DOLORES HUERTA,
GPE G. ALVIZO,
WILLIAM KIRCHER.

Witness:

W. J. BASSETT.

In witness whereof, the parties have executed these modifications of the agreement, this 22d day of September 1967.

For Schenley Distillers, Inc:

ALBERT H. BURTON.

For United Farm Workers Organizing Committee, AFL-CIO:

DOLORES C. HUERTA.

APPENDIX A (REVISED AS OF AUGUST 31, 1967)

Wage Schedule

	<i>Hourly wage</i>
Crew Leader.....	\$1.95
Crew Leader—Gondolas.....	2.50
Truck Driver.....	1.85
Tractor Driver.....	1.85
Tractor Driver—Gondola Loader.....	1.95
Shop Mechanic's Helper.....	2.00
Equipment Serviceman—Field.....	1.95
Camp Repairman.....	1.85
Pipeline Repairman.....	1.85
Irrigator.....	1.80
General Labor.....	1.75
Juice Grape Field Checker.....	1.75

Piece Rates

Pruners:

Hand—Spur: \$1.65+\$1.00 per row of $\frac{1}{8}$ mi.¹

Hand—Cane: \$1.65+\$1.50 per row of $\frac{1}{8}$ mi.¹

Machine—Spur: \$1.65+\$1.00 per row of $\frac{1}{8}$ mi.¹

Machine—Cane: \$1.65+\$1.50 per row of $\frac{1}{8}$ mi.¹

Juice Grape Pickers for House Pack: \$1.60+\$0.50 per box.

Straight Piece Work:

Vine Tying: \$1.82 cents per vine.

Juice Grape Swampers: 2.75 cents per box.

¹ In case of rows not $\frac{1}{8}$ mile in length, use direct proportion to $\frac{1}{8}$ mile.

Gondola picking

Variety	Rate per ton including tractor driver
Aleatico	¹ \$12.00
Alicante	7.00
Almeria	¹ 7.00
Almeria on arbors	¹ 12.00
Black Monukka	7.00
Burger	6.00
Carignane	6.00
Emperor	7.00
Feher Szago	6.00
Grand noir	8.00
Grenache	9.00
Green Hungarian	¹ 10.00
Malaga, white	7.00
Malvoisie	8.00
Muscat	7.00
Muscat Canelli	7.00
Olivette	7.00
Pago Debito	12.00
Palomino	7.00
Pedro Ximine	7.00
Petite Syrah	12.00
Ribier	7.00
Royalty	¹ 7.00
Rubired	¹ 10.00
Salvador	11.00
Sauvignon vert	10.00
Semillon	7.00
Servian blue	7.00
Souzao	11.00
Thompson	7.00
Tokay	7.00
Ugni blanc	7.00
Valdapena	7.00

¹ Varieties which were picked by contract, sold on the vine or were not in production in 1965. Rates for these varieties are based on average hourly earnings during 1966 season.

AGREEMENT OF UNITED FARM WORKERS ORGANIZING COMMITTEE AND
DI GIORGIO FRUIT CORP.

This agreement is made and entered into by and between the United Farm Workers Organizing Committee, AFL-CIO (hereinafter referred to as union) and Di Giorgio Fruit Corp. (hereinafter referred to as employer).

(NOTE.—Sections marked with asterisks are provisions awarded in arbitration case; all other sections are provisions agreed to between the parties prior to the arbitration.)

SECTION 1. UNION RECOGNITION

(a) The employer recognizes the union as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment of all field workers, irrigators, tractor drivers excluding truckdrivers, swamper, shed workers, kitchen employees, maintenance workers or pipeline repairmen of the employer as certified by the American Arbitration Association on September 2, 1966, employed on all agricultural fields leased, owned, or rented by the employer at Sierra Vista Ranch, Delano, Calif., and Borrego Springs Ranch, Borrego Springs, Calif., and for all the employees at company's Di Giorgio Farms, at Arvin, Calif., as certified by the California State Conciliation Service on November 4, 1966, excluding, however, at all locations supervisory employees who have the right to hire or fire or effectively to recommend same, and office clerical employees.

(b) The employer further recognizes the rights and obligations of the union to negotiate wages, hours, and conditions of employment, and to administer this agreement on behalf of all covered employees.

(c) The employer and its representatives will not undermine the union or promote or finance any competing labor organization.

(d) The employer and its representatives will not interfere with the right of any employee to join and assist the union, and will make known to all employees that they will secure no advantage, more favorable consideration, or any form of special privilege because of nonmembership in the union.

(e) The employer and its representatives will make known to all employees, supervisors and officers, its policies and commitments as set forth above with respect to recognition of the union and that employees in the bargaining units should give the utmost consideration to supporting and participating in collective bargaining and contract administration functions.

(f) All agricultural operations of the employer, and those that may be hereafter established or purchases, leased or rented, within the intentions of the September 2, 1966, American Arbitration Association certification, or the certification of November 4, 1966, shall automatically be brought under this agreement.

SECTION 2. MANAGEMENT RIGHTS

(a) Employer retains any and all rights and prerogatives of management it enjoyed prior to the execution of this contract except as specifically and expressly limited or modified by the provisions of this contract.

SECTION 3. MAINTENANCE OF STANDARDS

(a) The employer agrees that all conditions of employment relating to wages, hours of work, and general working conditions shall be maintained at no less than the highest standards in effect at these ranches at the time of the signing of this agreement and conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this agreement.

SECTION 4. NO DISCRIMINATION

(a) In accord with the past and present policies of the employer and of the union, it is agreed that neither party will discriminate against any employee on the basis of race, creed, color, religion or national origin.

SECTION 5. INTERCHANGE*

(a) The parties hereto are cognizant that the recognition conferred by this agreement as to the Sierra Vista Ranch and Borrego Springs Ranch resulted from an election held August 30, 1966, and that also as a result of this election employer will execute another contract with the Teamsters Farm Workers Union. Because of the particular circumstances which gave rise to this election, the employees voting in the election were split into two voting units, the so-called white unit and the so-called green unit.

(b) The parties agree that the creation of the green and white units will not in any way limit or condition the continuation of past practice of free and complete interchange by and at the discretion of the employer of duties and assignments of employee back and forth among job categories, irrespective of whether such interchange involves job assignments from the white to the green unit, or vice versa.

(c) All employees who were employed as of January 18, 1967, shall be covered by the agreement applicable to the unit in which they voted, or would have been eligible to vote in; that is, the white unit, Farm Workers; the green unit, Teamsters.

(d) As of January 19, 1967, and thereafter any hires whether new or rehires shall be covered by the agreement within whose jurisdictions such employee works for a majority of the time of his first 10 days of employment.

(e) If an employee is transferred on a permanent basis from the jurisdiction of the Farm Workers agreement to the Teamsters agreement or vice versa, then such employees shall thereafter be covered by all the terms of the applicable agreement applying to the unit into which he was transferred. Any dispute as to whether a transfer is permanent or shall be processed by and settled through the interchange committee hereinafter created.

(f) An interchange committee consisting of one representative of the United Farm Workers Organizing Committee, one representative of the Teamsters Farm Workers Union and one representative from the employer shall be set up forthwith.

This committee shall consider and process and decide on a unanimous basis all matters pertaining to interchangeability within the Sierra Vista Ranch, and as between Sierra Vista Ranch, Borrego Springs Ranch, and DiGiorgio Farms. Matters not settled unanimously may be referred by any of the parties to the arbitrator provided for under the grievance procedure whose decision shall be final and binding on all the parties.

(g) The union security, checkoff and interchange provisions as they are set forth in this agreement shall be agreed to by the employer and Teamster's Farm Workers Union and made a part of that agreement. This is in accord with the agreement reached on this matter between

all the parties at the Delano hearing held on January 18, 1967 (Tr. p. 171-177).

SECTION 6. APPLICATION OF AGREEMENT*

(a) If the employer leases, rents, or transfers by any other arrangement, other than by a bona fide sale for value, land which is within the coverage of this agreement and upon which agricultural operations are or can be carried on, then this agreement shall apply to such land and operations. The employer shall accordingly provide in any such lease, rental or transfer by any other arrangement, other than by a bona fide sale for value that this agreement and any succeeding agreement shall apply to agricultural operations if and when carried on the land involved in such transaction.

(b) If after April 3, 1967, any land coming within the terms of this agreement is sold and the employer agrees to manage and farm such land for the new owner, then this agreement and succeeding agreements as long as employer farms such land shall apply, and the employer shall make this a condition of his managing or farming such land.

SECTION 7. SUPERVISORS AND BARGAINING UNIT WORK*

(a) Supervisors outside of the bargaining unit shall not perform work regularly performed by employees in the bargaining unit except as they have performed such work in accordance with past practice at Sierra Vista Ranch, Borrego Springs Ranch, and DiGiorgio Farms. When they perform such work such supervisors shall be subject to all the provisions of this agreement except that as to section 13, union security, paragraphs (b), (c), and (d) only shall apply.

SECTION 8. NEW JOB CLASSIFICATIONS*

(a) New job classifications and applicable wage rates may be established and made effective by the employer in accordance with the following procedure:

(b) The employer shall notify the union of its intended action in writing.

(c) The union, if it questions the employer's action, shall do so in writing within 5 days of employer's notice, and the parties shall meet with the employer within 5 days of such written notice for the purpose of arriving at an agreement on the intended action. Fifteen days after employer's written notice if no agreement has been reached earlier then the employer may make the job classification and the rate effective.

(d) If the union thereafter still objects to the employer's action it may submit in writing within 10 days of the employer's action the matter to the arbitrator provided for in the grievance procedure who shall decide the dispute.

(e) The scope of such arbitration shall be the establishment of the job classification, the job content, and the job wage rate.

(f) The employer shall not change or modify any present job so as to remove it from the bargaining unit.

SECTION 9. SUBCONTRACTING

(a) The parties understand and agree that the hazards of agriculture are such that subcontracting by employer is necessary and proper, but also understand and agree that employer should not subcontract to the detriment of union. They consequently agree that employer shall have the right to subcontract as it has in the past, viz, for crop-dusting, barley planting and harvesting, potato harvesting, plumbing, electrical work and the like. The foregoing are examples only and are not intended as limitations on the employer's right to subcontract. On the other hand, the employer shall not utilize the services of any labor contractor to supply field or packing house personnel within union jurisdiction unless employer first requests union to supply such personnel and union is unable to do so within 72 hours of such request.

SECTION 10. DISCHARGE

(a) The employer shall have the sole right to discipline and discharge employees for just cause provided that in the exercise of this right it will not act in violation of the terms of this agreement.

(b) Prior to any discharge, the employer shall notify a steward and/or a union official and such union steward shall be present when formal charges are made.

(c) The union official(s) and/or steward shall have the right to interview discharged employees in private.

(d) Within 24 hours after any discharge, for just cause, the union will be notified in writing of the reason for discharge.

(e) Individual performance in relation to a piece rate or incentive plan shall not be conclusive evidence for the purpose of disciplining or discharging an employee. This provision shall not, however, constitute any limitation on any of the employer's rights to discipline or discharge for unsatisfactory work performance.

(f) As used herein, "just cause" includes, but is not limited to, drunkenness on duty, theft of employer's property, premeditated, deliberate destruction of employer's property. Complaints that the employer has violated this paragraph may be taken up through the grievance procedure provided in this agreement.

(g) An employee who has been discharged for drunkenness, theft, or deliberate destruction of employer's property may be eligible for rehire with the consent of the company.

SECTION 11. NO STRIKE OR LOCKOUT

(a) During the term of this agreement there shall be no cessation of work, whether by strike, walkout or lockout, and there shall likewise be no boycott or other interference by the union, within the control of the union, or with the union's consent or approval, with the sale or distribution of any product or products sold, distributed or marketed by DiGiorgio Corp., including products of any of said corporation's divisions or subsidiaries.

(b) If any violation of the foregoing is charged, the parties will proceed forthwith to final and binding arbitration, and in no event will either party violate the provisions of this section during or after the arbitration.

The arbitrator will be Sam Kagel, or, if he cannot so act, the arbitrator shall be chosen in the manner provided in section 37(e) hereof, but no other provision of section 37 shall be applicable to any arbitration under this section.

SECTION 12. PICKET LINES*

(a) Refusal to cross a legitimate and bona fide picket line as defined in this section shall not be deemed a violation of this agreement. Such a picket line is one established and maintained by a union, acting independently of the union party to this agreement at or about the premises of an employer with whom it is engaged in a bona fide dispute over wages, hours, or working conditions of employees of said employer, a majority of which employees it represents as their collective bargaining agency. Collusive picket lines, jurisdictional picket lines, hot cargo picket lines, secondary boycott picket lines, and informational picket lines, demonstration picket lines are not legitimate and bona fide picket lines within the meaning of this agreement. Any alleged violation of this provision shall proceed forthwith to final and binding arbitration as provided in section 11(b).

SECTION 13. UNION SECURITY AND CHECKOFF

(a) Employees within the bargaining unit who are members of the union or who have authorized the union in writing to represent them shall maintain such membership during the term of this agreement. All employees hired after January 23, 1967, shall not later than the 10th day following commencement of their employment, become and remain members of the union in good standing. The union shall be the sole judge of the good standing of its members. Any of the above-mentioned employees who fail to become a member of the union within the time limit set forth herein, or who fail to pay the required initiation fees, periodic dues, and regularly authorized assessments as prescribed by the union shall be immediately discharged upon written notice from the union to the employer.

(b) All employees within the bargaining unit who are not members of the union shall, as a condition of continued employment after January 23, 1967, pay to the union each month a service charge as a contribution toward the administration of this agreement. The service charge shall be in an amount equal to the union's regular initiation fee and monthly dues.

(c) The employer agrees to deduct said initiation fees, dues, and service charges and remit the moneys to the union not later than the 15th day of the following month. Vacation pay is subject to such deduction.

(d) Union shall provide employer with written authorization forms authorizing the above deductions, and employer shall use its best efforts, in cooperation with union, to assure that employees within the bargaining unit execute such authorizations. Said authorizations shall be valid for the term of this agreement. Employer shall not be required to make any deductions from the wages of employees who have not executed authorizations, but deliberate refusal to execute such an authorization shall be reason for discharge, as above provided.

(e) The employer agrees to furnish the union in writing, the names of employees, addresses, social security numbers, and type of job classifications on a quarterly basis.

SECTION 14. HIRING HALL*

(a) Whenever employees are needed by employer to perform any work covered by this agreement, employer shall notify the union in writing stating the number of employees needed, the type of work to be performed, the starting date of the work, and the approximate duration of the job or jobs.

(b) Upon receipt of such notice, the union shall immediately use its best efforts to furnish the requested employees. If the union does not furnish such employees within 72 hours, or on the date of the beginning of the work (whichever date is later), the employer shall be free to procure needed employees not furnished by the union from any other source. The employer shall, in such event, notify the union in writing within 48 hours of the names and addresses of all employees so hired by employer.

(c) Union shall not refuse to register and refer for employment under this section any person who is not at the time of registration or referral a union member in accordance with section 13.

(d) Preference in referral shall be given to persons coming within the terms of section 15, the seniority provision, and section 16, the work opportunity provision.

(e) Employer shall have the unqualified right to refuse to employ any person referred by the union if on or after April 3, 1967, that person has been discharged for cause by employer, and the discharge was sustained on appeal, or if such discharge was not appealed.

SECTION 15. SENIORITY

(a) When filing vacancies or making promotions, transfers, reclassifications, or demotions, employer will give preference to employees with the greatest length of continuous service, provided that qualifications and ability are equal.

(b) Seasonal layoffs shall not constitute a break in the continuity of service. Layoffs and reemployment after layoffs shall be on the basis of continuous service.

(c) Employer shall furnish an up-to-date list of all employees on a quarterly basis. Seniority shall begin after 15 days worked and shall be retroactive to date of hire.

SECTION 16. WORK OPPORTUNITY

(a) If less than the normal work opportunity is available, preference shall be given to employees of the regular full-time work force.

SECTION 17. SAFETY COMMITTEE

(a) A joint safety committee consisting of equal numbers of employee representatives selected by the union and representatives selected by the employer shall be established at each farm.

(b) The safety committee shall consider existing practices and rules relating to safety, formulate suggested changes in existing practices and rules, and make recommendations to local management with respect to the adoption of new rules and practices.

SECTION 18. HEALTH AND SAFETY

(a) *Sanitary Facilities.*—There shall be adequate toilet facilities in the field readily accessible to employees that will be maintained in a clean and sanitary manner. These may be portable facilities and shall be maintained at the rate of one for every 35 employees, insofar as possible.

(b) *Drinking Water.*—Each place where there is work being performed, shall be provided with suitable cool, potable drinking water convenient to employees. Individual paper cups shall be provided.

(c) *First Aid.*—Adequate first aid supplies shall be provided and kept clean and sanitary in a dust proof container; safe-keeping of same during work hours shall be the responsibility of the foreman, who may delegate such responsibility.

SECTION 19. PROTECTIVE GARMENTS, ETC.*

(a) Protective garments, tools and equipment necessary to safeguard the health of or to prevent injury to an employee's person shall be provided, maintained and paid for by the employer.

(b) It is understood that the employer shall furnish protective equipment for sprayers, umbrellas for tractor drivers and hooks or Jacobs ladders for pipemen when going into large pipes.

SECTION 20. CAMP HOUSING

(a) Rentals to employees of available camp housing on the employers premises shall continue to be made to employees on a non-discriminatory basis and without favoritism; the factors of race, color, creed, religion or national origin shall continue not to be considered in the distribution of available rentals.

SECTION 21. OPERATION OF CAMPS*

(a) Camps and meal service when operated by the employer shall be operated on a nonprofit basis.

(b) Where the employer presently provides free sleeping accommodations in its camps, it shall continue to do so.

SECTION 22. LEAVES OF ABSENCE; JURY PAY*

(a) A leave of absence shall be granted to employees on the seniority list for any of the following reasons without loss of seniority:

(1) For jury duty or when subpoenaed as a witness;

(2) Up to 1 year in the event of his illness or injury. The employer may extend the period of such leave;

(3) Such employee shall, while serving on jury duty, receive from the employer the difference in pay between his jury pay and his regular wages for the duration of such jury service.

SECTION 23. LEAVES OF ABSENCE FOR UNION BUSINESS

(a) Any employee elected or appointed to an office or position in the union shall be granted a leave of absence for a period of continuous service with the union. Fifteen days notice must be given the employer before the employee taking leave to accept such office or position or chooses to return to work. Such leave of absence will be without pay. (Seniority shall not be broken or suspended by reason of such leave).

(b) A leave of absence shall also be granted for temporary leave to attend union business provided 5 days notice is given.

SECTION 24. MILITARY LEAVE

(a) In the event an employee of the employer serves in the armed forces pursuant to Selective Service Act he shall not lose any seniority job rights or other benefits. Upon discharge from the military, they shall be granted a job equal to that which they would have had with the employer had they remained in continual employment of the employer.

SECTION 25. RIGHT OF ACCESS TO EMPLOYER PROPERTY

(a) Employer agrees to admit to Sierra Vista Ranch, Borrego Springs Ranch, and DiGiorgio Farms the authorized representatives of the union for the purpose of collecting dues, observing the application of this agreement, and adjusting grievances. Union representatives shall advise employer of such visits in advance by notifying the ranch supervisor or director of personnel.

SECTION 26. BULLETIN BOARDS

(a) The employer will provide bulletin boards placed at such central locations as the union may designate, subject to approval of the employer, upon which the union may post its formal notices.

SECTION 27. TAX WITHHOLDING

(a) Employer shall deduct Federal income tax in accordance with standard practices, with scaled dependent deductions, for employees agreeing in writing to such withholding.

SECTION 28. CREDIT UNION WITHHOLDING*

(a) Upon proper written employee authorization deductions as provided in such authorization shall be made by the employer for the Farm Workers Credit Union, and such moneys forwarded to that organization.

SECTION 29. WAGES*

(a) *Wages from April 3, 1967 until April 2, 1968.*—All hourly rated employees shall receive a 25-cent-per-hour wage increase effective April 3, 1967, and all wage rates shall be raised 25 cents. The basic minimum hourly rate shall be \$1.65 per hour.

(b) All piece work or incentive rates shall be adjusted to reflect a 25-cent-per-hour increase effective April 3, 1967. Pieceworkers shall have guaranteed earnings of not less than the basic minimum hourly rate.

(c) *Establishing appendix A.*—The parties shall forthwith agree to a schedule of wage rates in accordance with paragraphs (a) and (b) above and such schedule shall be marked appendix A attached to this agreement and be considered part hereof. This schedule shall set forth the classifications and applicable hourly rates. It shall also set forth the piece rates and tonnage rates. Any differences between the parties relative to formulating appendix A shall be referred for decision to the arbitrator provided for in the grievance procedure, section 37.

(d) *Wages as of April 3, 1968.*—Effective April 3, 1968 the hourly-wage rates set forth in appendix A shall be increased 5 cent per hour and all hourly workers shall receive a 5-cent-per-hour increase.

The basic minimum hourly rate shall be \$1.70 per hour. All piecework rates set forth in appendix A shall be adjusted to reflect a 5-cent-per-hour-wage increase, and pieceworkers shall have guaranteed earnings of not less than the basic minimum hourly rate.

(e) *Retroactivity.*—All employees who worked at any time during the period from September 2, 1966 to April 2, 1967 at Sierra Vista Ranch and Borrego Springs Ranch and/or worked at any time from November 4, 1966, to April 2, 1967 at DiGiorgio Farms shall receive 15 cents per hour for each hour worked as back pay. Such payments shall be made regardless of whether the employee worked on an hourly basis or piecework basis.

(f) The employer shall within 90 days from April 3, 1967, supply the union with a list showing the names of persons and last known address who are entitled to receive such back pay together with the amount due each person. Such list shall also be posted at each of the locations covered by this agreement.

(g) Any moneys which remain unclaimed as of April 3, 1968, by the persons named on the list shall be paid by the employer into the Special Benefit Fund provided for in section 35, and the employer shall not in any manner thereafter be liable for moneys to any person whose name was on the list but who did not claim such moneys as of April 3, 1968.

SECTION 30. HOURS

(a) *Relief Periods.*—Farmworkers are entitled to reasonable and necessary time off for relief. Relief periods shall be 15 minutes for every 4 hours worked, falling around the midpoint of the work involved, provided that relief not taken by the employee shall not be compensable time, and further provided that relief time not taken in any forenoon by choice of the worker may be cumulated and taken in the afternoon of the same day.

(b) *Meal Time.*—Lunch time shall be 1 hour.

(c) *Day of Rest.*—Each farmworker shall be entitled to 1 full day—24 hours—off without pay each payroll week as follows: Insofar as possible, the work shall be arranged so that each worker will have Sunday off.

SECTION 31. REPORTING AND STANDBY TIME*

(a) An employee paid on an hourly or piecework basis who is required to report for work and does report and is furnished no work or

less than 4 hours of work for reasons other than an "Act of God" shall be paid at least 4 hours for that day at the employee's hourly rate of pay, or the employee's average hourly piece rate earnings.

SECTION 32. RECORDS AND PAY PERIODS

(a) Full and accurate records shall be kept, including total hours worked, piece rate or incentive records, total wages and total deductions. Employees shall be furnished a copy of the itemized wages and itemized deductions each payday which shall include the employee's daily wage and hour record.

(b) The union shall have the right to examine time sheets, work production, or other records that pertain to employee's compensation, in case of a dispute as to pay.

SECTION 33. VACATIONS*

(a) Employees who work a total of 1,600 hours in either the calendar year preceding the vacation or 12 months immediately preceding the vacation at Sierra Vista Ranch or Borrego Springs Ranch or DiGiorgio Farms or at all such locations, shall receive 1 week of paid vacation per year. Such vacation pay to be equal to $1/52$ of the employee's earnings for the 12 months preceding the vacation.

(b) Employees who have worked such total of 1,600 hours at either Sierra Vista Ranch or Borrego Springs Ranch or DiGiorgio Farms or at all such locations in each year (calendar year or 12 months immediately preceding annual vacation) of 3 consecutive years shall receive 2 weeks paid vacation, such vacation pay to be equal to $2/52$ of the employee's earnings for the 12 months preceding the vacation.

(c) If an employee's vacation period includes one of the holidays set forth in section 34 his vacation period shall be extended to include such holiday, but without pay for that day.

(d) Vacation schedules shall be mutually agreed upon except if more employees in the judgment of the employer want a particular vacation period than can be reasonably spared, the worker with the highest seniority shall have first preference for the vacation period.

(e) If an employee is entitled to a paid vacation and requests the pay so due him prior to taking the vacation he shall be paid the sum of money he is entitled to.

SECTION 34. HOLIDAYS*

(a) Time worked on holidays hereinafter enumerated shall be at $1\frac{1}{2}$ times the regular rate of pay for work performed.

(b) The following days shall be the holidays referred to in (a) above:

New Year's Day
 Good Friday
 Fourth of July
 Labor Day
 Thanksgiving Day
 Christmas Day

SECTION 35. SPECIAL BENEFITS FUND*

(a) *Purpose of fund.*—The purpose of this fund is to provide for health and welfare benefits and/or life insurance benefits and/or pensions as agreed upon by the parties. The parties shall agree upon the final purpose or purposes for which the moneys accumulated shall be used and all of the conditions applicable to such use on or before 60 days prior to April 3, 1968. If the parties are unable to so agree by that date then all disputes and differences shall be submitted for final and binding arbitration to Sam Kagel and Ronald Haughton, or if both of them cannot serve, to the one who is available, and if neither can serve, then to an arbitrator selected from a list of five names submitted to the parties by the California State Conciliation Service.

(b) *Accumulation of funds.*—The employer as retroactive payments for the period from the dates of certification to December 31, 1966, shall pay into such funds the sum of \$25,000. Then commencing as of January 1, 1967 the employer shall contribute 5 cents per hour for each hour worked by all employees covered by this agreement to this fund.

(c) *The trust fund and trust agreement.*—The moneys to be contributed hereunder shall be paid into a trust which shall forthwith be established by an equal number of representatives of the employer and the union for the sole and exclusive benefit of the employees of such employer, and their families and dependents (or of such employees, families, and dependents jointly with the employees of other employers making similar payments, and their families and dependents): *Provided*, That (A), such payments shall be held in trust for the purpose of paying, either from principal or income or both, for the benefit of employees, their families, and dependents, for medical, dental, or hospital care, pension or retirement of employees or life insurance to provide any of the foregoing; (B), the detailed basis on which such payments are to be made shall be specified in a written agreement with the employer, and employees and employer are equally represented in the administration of such fund. In the event the employer and employee trustees deadlock on the administration of such fund Sam Kagel shall, acting as arbitrator, decide such dispute and his decision shall be final and binding. If Sam Kagen is unable to serve then an arbitrator shall be selected from a list of five names supplied by the California State Conciliation Service.

The agreement between the parties shall also provide for an annual audit of the trust fund by a certified public accountant, a statement of the results of which shall be available for inspection by interested persons at the principal office of the trust fund. If payments are intended to be used for the purpose of providing pensions for employees then such payments shall be made to a separate trust which provides that the funds held therein cannot be used for any purpose other than paying such pensions.

SECTION 36. UNEMPLOYMENT INSURANCE*

(a) The employer, to the extent that he not covered by the compulsory provisions of the California Unemployment Insurance Act, shall file with the California Employment Commission a written election that all employment in the units covered by this agreement shall

be deemed to be employment for all of the purposes of the act and upon approval by the commission of such election the employer will make payments and deductions provided for under the act.

(b) If the California Employment Commission does not approve the coverage requested then the amount of the employer's monthly contribution which would be payable initially under the act for each covered employee shall be paid monthly into the special benefits fund provided for in section 35, and such payments shall be retroactive to and commence as of April 3, 1967.

SECTION 37. GRIEVANCE PROCEDURES

(a) The parties to this agreement agree that as to all differences, misunderstandings, or disputes which arise between the employer and the union out of the interpretation or application of this agreement, including but not limited to discharges, and wages, an earnest effort shall be made to settle same immediately, as follows:

(b) *First step.*—Within 24 hours of notice from one party to the other, the matter shall be taken up between the immediate supervisor, representing the company and the union steward, and they shall use their best good faith efforts to resolve the grievance.

(c) *Second step.*—In the event they are unable to adjust the dispute within 1 workday, the matter shall be taken up by an official of the union and the branch personnel manager of the employer.

(d) *Third step.*—If there be no settlement between the above-mentioned parties within 2 workdays, the matter shall be taken up by the employer's district or local personnel manager and a district officer of the union.

(e) *Fourth step.*—In the event that these parties cannot resolve the dispute within 5 working days, the matter shall be submitted to an impartial arbitrator for a decision which shall be final and binding on all parties. The said impartial arbitrator shall be Sam Kagel. In the event that Sam Kagel shall not be available, then an arbitrator shall be selected from a list of five persons submitted by the parties by the California Conciliation Service.

(f) *Grievance committee.*—A grievance committee of 5 workers shall be established by the union which may participate in any step of the grievance.

(g) *Harmonious working relations.*—Any claim by union that action on the job of any nonbargaining unit employee is disrupting harmonious working relations may be taken up as a grievance.

(h) *Failure to file the grievance within 30 days from the date that such grievance came to the notice of the moving party shall constitute a waiver of said grievance, provided, however, that a grievance on discharge shall be filed within 5 days from the date that it comes to the attention of the union, and failure to file such a grievance within 5 days shall constitute a waiver thereof. In computing time under this section, Sundays and holidays will be excluded.*

(i) *Union security or hiring disputes.*—Disputes arising between the union and the employer under recognition, union security or hiring shall be taken up directly by the district personnel manager and the district union officer and shall proceed immediately to arbitration if said persons cannot resolve the dispute within 5 days.

(j) *Arbitration procedures.*—All testimony taken at arbitration hearings shall be taken under oath, reported and transcribed. The expenses and fees of the arbitrator and reporter, and the cost if any, of a hearing room shall be shared equally between the employer and the union. All other expenses incident to arbitration shall be borne by the party incurring them.

(k) *Arbitrators authority.*—The impartial arbitrator shall not modify any provision or provisions of this agreement.

SECTION 38. MODIFICATION

(a) No provision or term of this agreement may be amended, modified, changed, altered or waived except by the parties hereto.

SECTION 39. WAIVER

(a) The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

Therefore, the employer and the union, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to, or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge of contemplation of either or both parties at the time that they negotiated or signed this agreement, provided, however, that this waiver shall not be applicable to the creation of new jobs, changes in existing jobs, classification or changes in existing practices with respect to hours or conditions of work.

SECTION 40. SAVINGS CLAUSE

(a) In the event any portion of this agreement shall become ineffective as the result of any applicable local, State or Federal law, only that portion of the agreement so affected shall be ineffective; in no event shall the fact that a portion of this agreement be not applicable or illegal in accordance with such laws render the remainder of the agreement ineffective or work a termination.

SECTION 41. EFFECTIVE DATE, ANNUAL REVIEWS, AND DURATION OF AGREEMENT*

(a) Except as different effective dates are specifically stated in particular sections of the agreement, this agreement shall be effective April 3, 1967.

(b) Not later than 90 days prior to April 3, 1969, either party may propose to the other in writing, modifications or amendments to the following sections of the agreement: Section 29, and appendix A, wages; section 30, hours; section 33, vacations; section 34, holidays;

section 35, special benefit funds, including those provisions negotiated or settled by arbitration as provided in section 35 (a) and employer contributions; and section 36, unemployment insurance. The parties shall negotiate on such proposals and whatever remains unsettled between them shall be submitted to final and binding arbitration 30 days prior to April 3, 1969. The parties by mutual agreement may extend the period for negotiation and extend the date for arbitration, but any negotiated settlements or arbitration awards, whenever made, shall be for the full year April 3, 1969, to April 3, 1970. The arbitrators shall be Sam Kagel and Ronald Haughton, or if both of them cannot then serve then either of them who might be available shall be the arbitrator; and if neither of them are available then the arbitrator shall be selected by the parties from a list of five names submitted by the California State Conciliation Service.

(c) This agreement shall remain in full force and effect until April 3, 1970 and shall be automatically renewed from year to year thereafter unless either party gives written notice of a desire to modify, amend or terminate this agreement, at least 90 days prior to April 3, 1970, or any subsequent April 3. Negotiations concerning modifications or amendments of this agreement under this paragraph of the agreement shall begin not later than 30 days after receipt of the written notice to modify or amend. During negotiations beyond April 3, 1970, this agreement shall remain in full force and effect unless either party thereafter gives the other party 20 days notice in writing terminating the agreement.

(d) Notifications provided for in this section shall be made by certified or registered mail.

This agreement signed at San Francisco, Calif., on April 1, 1967.

For United Farm Workers Organization Committee, AFL-CIO: _____

For DiGiorgio Fruit Corp.: _____

PREAMBLE

This agreement is made and entered into this 21st day of _____ 1967, by and between E. & J. Gallo Winery Ranch for its vineyard employees in its vineyard operation in Merced County, Calif., or its successor (herein referred to as the employer) and the United Farm Workers Organizing Committee, AFL-CIO (herein referred to as the union).

SECTION 1. UNION RECOGNITION

The employer does hereby recognize the union as the sole labor organization representing the employer's vineyard employees and recognizes and agrees to treat and negotiate with the union as the sole and exclusive bargaining agency for and on behalf of such employees on the ranches owned or leased by the employer in Merced County and Fresno County, Calif. The term "vineyard employees" shall not include supervisory employees with the authority to hire or fire or to effectively recommend same, office and clerical employees, watchmen, professional employees, technicians, and trainees.

SECTION 2. MANAGEMENT RIGHTS

It is understood and agreed that the employer retains all of its customary, historical and usual rights, functions and authority of management, except as any of those rights, functions, or authorities are specifically abridged or modified by this agreement.

It is further agreed that the following enumeration of management rights shall not be deemed to exclude other rights not herein enumerated but shall be deemed representative and characteristic of the customary, historical, and usual rights which are retained by the employer; the right to hire, to determine the number of employees, including the number of employees assigned to a task or particular operation; to direct, to assign work, to supervise all of the employees; to promote and demote, to layoff for lack of work, to suspend, discharge, or otherwise discipline for cause. The right to decide the nature of equipment, machinery, methods, or processes used, to introduce new equipment, machinery, methods, or processes and to change or discontinue existing equipment, machinery, methods, or processes.

The employer may establish and make known work rules and safety rules which may carry penalties. The application thereof may be made subject to the grievance procedure.

The employer and the union agree that there shall be no discrimination against any employee or applicant for employment based on race, religion, color, sex, or place of national origin.

SECTION 3. UNION SECURITY

Paragraph 1

All employees presently employed by the employer within the bargaining unit shall join and remain members of the union in good standing 30 days after the execution date of this agreement. All employees hired after the execution date of this agreement, shall not later than the 10th day after the commencement of their employment, join and remain members of the union in good standing. The union shall be the sole judge of the good standing of its members. Tender of the initiation fees, periodic dues, and regularly authorized assessments uniformly required of all employees shall constitute compliance with this section. Any employee who fails to comply with this section shall be immediately discharged upon written notice from the union to the employer.

Paragraph 2

The employer agrees to deduct from the payrolls all initiation fees, periodic dues, and assessments as required by the union upon presentation of individual authorizations as required by law, signed by the employees directing the employer to make such deductions. The employer shall make such deductions from the employees pay once each month and remit same to the union not later than the 25th day of the following month. Vacation pay is subject to such deductions.

The employer shall not be required to make any deductions from the wages of the employees who have not executed individual authorizations. The union will hold the employer free and harmless against any and all claims, damages, suits, or any other forms of liability whatsoever that shall arise out of, or by reason of, action taken or

not taken by the employer for the purpose of complying with any of the provisions of this section.

SECTION 4. NO INTERRUPTION OF WORK

During the term of this agreement or any extension thereof there shall be no strikes or other economic actions against the employer by the members of the union. The employer agrees there will be no lockouts.

SECTION 5. CREDIT UNION

A. Upon receipt of written authorization by the employee, deductions from his wages will be made by the employer for the Farm Workers Credit Union. Such deductions will be made not more than twice per month and forwarded to that organization, addressed as follows:

Farm Workers Credit Union
Post Office Box 894
Delano, Calif. 93525

B. The union shall indemnify and save the employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, action taken by the employer for the purpose of complying with any of the provisions of this article.

SECTION 6. SUPERVISORS

Foremen, supervisors, and other employees not covered by this agreement shall not perform work on operations performed by employees in the bargaining unit as defined in this agreement, except for instruction, training, experimental and development work, including the improvement of processes and testing of equipment and emergencies.

The employer agrees that this article shall not be used for the purpose of avoiding the recall of bargaining unit employees from layoff or displacing bargaining unit employees from work they normally perform.

SECTION 7. HIRING HALL

A. The union agrees to establish a hiring hall. When additional employees are needed by the employer to perform any work covered by this agreement, the employer shall notify the union at their local address by telephone, letter, or telegram. The notification shall state the number of employees, work to be performed, starting date, and approximate duration of employment. Telephone calls will be followed by letter stating the aforementioned.

B. Upon receipt of such notification, the union shall immediately exert its best efforts to provide qualified employees.

C. In the event the union cannot provide such employees within 48 hours from the time the telephone call, letter, or telegram is received, or on the date of the beginning of the work (whichever date is later), the employer is then free to obtain the required help from any source of its choice. The employer agrees, however, to notify the

union in writing within 48 hours of the names, addresses, social security numbers of such persons so employed by the employer.

D. Employer shall have the unqualified right to refuse to employ any person referred by the union if that person has been discharged for cause by employer, and the discharge was sustained on appeal, or if such discharge was not appealed.

SECTION 8. BULLETIN BOARD

The employer shall provide a bulletin board upon which notices concerning official union business may be posted.

SECTION 9. HEALTH AND SAFETY

A. *Sanitary facilities.*—There shall be adequate toilet facilities in the field readily accessible to employees that will be maintained in a clean and sanitary manner. These may be portable facilities and shall be maintained at the rate of one for every 35 employees, insofar as possible.

B. *Drinking water.*—Each place where there is work being performed shall be provided with suitable, cool, potable drinking water convenient to employees. Individual paper cups shall be provided.

C. *First aid.*—Adequate first aid supplies shall be provided and kept clean and sanitary in a dustproof container.

D. *Safety equipment and protective garments.*—Protective garments, tools, and equipment necessary to safeguard the health of, or to prevent injury to, an employee's person shall be provided, maintained, and paid for by the employer.

SECTION 10. SAFETY COMMITTEE

A. A joint safety advisory committee shall be established consisting of three employee representatives selected by the union and three representatives selected by the employer. Employee representatives shall not be permitted to serve more than 6 months at any one time.

B. The safety advisory committee shall consider existing practices and rules relating to safety; formulate suggested changes in existing practices and rules and made recommendations to local management with respect to the adoption of new rules and practices. The responsibility for establishing and enforcing safety rules and practices is recognized as a duty of the employer.

SECTION 11. GRIEVANCE AND ARBITRATION PROCEDURE

A. Grievances arising over the interpretation and application of this agreement must be presented to the employee's supervisor or by the employer to the union with 15 days from the occurrence or they shall be deemed waived and shall not thereafter form the basis of a grievance between the parties hereto. Grievances on discharge shall be filed within 5 days from the date of discharge and failure to file such a grievance within 5 days shall constitute a waiver thereof. In computing time under the grievance procedure, Sundays and holidays will be excluded.

B. Grievances initiated by the union shall be adjusted according to the following procedure. Grievances initiated by the employer shall be taken up in step 3 of this procedure. If necessary, all other steps will be observed. Time limits as set forth in this procedure can be extended by mutual agreement between the parties.

Step 1

The aggrieved employee shall present his complaint or grievance to his union shop steward for investigation. If the shop steward considers the grievance just, he will notify the employer of the existence of the grievance. Within 24 hours the shop steward and the employee's immediate supervisor shall meet to discuss and resolve the grievance.

Step 2

If no settlement is reached with 24 hours, the union representative will present all the facts concerning the grievance, and the union's position in writing to the ranch manager. The union representative and the ranch manager will meet within 24 hours to attempt to satisfactorily resolve the grievance.

Step 3

If settlement is not reached within 48 hours, the union representative shall immediately present the grievance in writing to the E. & J. Gallo Winery personnel manager. The parties shall meet within 72 hours at a mutually satisfactory location to consider all of the facts of the grievance. The personnel manager will within 1 week convey to the union in writing the employer's position on disposition of the grievance. Grievances initiated by the employer shall be processed in inverse order in this step.

Step 4

If the foregoing fails to produce a settlement, the employer and the union shall select a mutually satisfactory arbitrator to hear and determine the dispute. If the parties cannot agree upon the selection of an arbitrator, then the arbitrator for the specific grievance in question shall be selected from a panel of five names supplied by the California State Conciliation Service, except that in cases where more than one grievance is referred to arbitration on the same date and the grievances involve the same issue, they will be heard by the same arbitrator.

Within 5 days after the parties receive the arbitration panel, the union and the employer shall meet to select an arbitrator through the process of elimination, by alternately striking one name. The party who requested arbitration shall strike the first name. The name remaining after each party has stricken two shall be the person designated as arbitrator.

If either party after being notified by the other of such meeting to select an arbitrator, shall fail to attend such meeting, the other party may, on the expiration of the 5-day period, select the arbitrator from the said panel and the selection shall be binding on both parties.

C. Grievances within the meaning of the grievance procedure, and of this arbitration clause, shall consist only of disputes about the interpretation or application of particular clauses of this agreement and about alleged violations of the agreement. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this

agreement; or shall he substitute his discretion for that of the employer or the union, nor shall he exercise any responsibility or function of the employer or the union. An arbitrator's award shall not be made retroactive beyond the date of the written grievance.

D. Time limits set forth herein shall equally bind each party to this agreement.

E. The decision of the arbitrator shall be final and binding on all the parties involved in such controversy or grievance and shall conclusively determine the dispute.

F. Each party shall bear the cost of presenting its own case. The arbitrator's fees and expenses shall be paid by the losing party. If a question arises as to the losing party, this shall be decided by the arbitrator hearing the grievance then in dispute.

G. A grievance committee of five employees shall be established by the union which may participate in step 2 and 3 of the grievance procedure. Time lost from their jobs in the processing of grievances shall not be paid for by the employer. If the employer requests the meeting of the committee during regular working hours, the time of a committee of two employees shall be paid for by the employer.

H. Any claim by the union that action on the job of any nonbargaining unit employee is disrupting harmonious working relations may be taken up as a grievance. The union agrees that grievances filed under this provision are for the purpose of bringing to the employers attention situations of disharmony between representatives of the employer and members of the union and further that such grievances shall not have as their purpose the abridgement, modification, or lessening of the employer's inherent right to select, assign, and/or retain in employment nonbargaining unit employees.

SECTION 12. DISCHARGE

A. The employer shall have the sole right to discipline and discharge employees for just cause provided that in the exercise of this right it will not act in violation of the terms of this agreement.

B. Prior to any discharge, the employer shall notify a steward and/or union official and such union steward shall be present when formal charges are made.

C. The union official(s) and/or steward shall have the right to interview discharged employees in private.

D. Within 24 hours after any discharge, for just cause, the union will be notified in writing of the discharge.

E. As used herein, just cause includes, among others, but is not limited to, drinking on the job, drunkenness on the job, theft of employer property, negligence and/or deliberate destruction of employer property or equipment. Complaints that the employer has violated this paragraph may be processed through the grievance procedure.

F. Individual performance in relation to a piece rate or incentive plan shall not be conclusive evidence for the purpose of disciplining or discharging an employee. This provision shall not, however, constitute any limitation on any of the employer's rights to discipline or discharge for unsatisfactory work performance. Furthermore, the employer shall not be required to retain an employee who, after a fair and reasonable trial period, does not deliver a fair and reasonable days work, or who is unable to perform the duties required of the job.

SECTION 13. SENIORITY

Paragraph 1

A. Seniority shall be defined as the total length of continuous service with the employer. An employee's seniority date shall be the first day he was hired by the employer. Continuous service is defined as actual days worked. Seniority will not be accumulated during time not worked. Any authorized leave of absence or vacation will be deemed days worked for purposes of this section if such time would have been days worked.

B. When filling vacancies or making promotions, demotions, transfers, layoffs, recalls from layoff, or reclassifications, the employer will give preference to employees with the greatest continuous service provided they have the qualifications to perform the work under normal supervision with reasonable efficiency.

C. If less than the usual work opportunity is available, preference shall be given to employees of the regular full-time work force.

D. The employer will provide the union an up-to-date list of all employees semiannually.

Paragraph 2

Seniority shall be lost for the following reasons:

A. Quit.

B. Discharge for cause.

C. Failure to report for work within 3 working days without reasons satisfactory to the employer.

D. Failure to return to work upon recall from a layoff within 5 working days after notice to the employee's last known address on file with the employer without a satisfactory reason.

E. Failure to return from a leave of absence without a reason satisfactory to the employer.

F. If the employee does not return to work during the harvest season immediately following his last date of hire.

SECTION 14. HOURS OF WORK

Paragraph 1

A. A normal work day will consist of not more than 10 hours per day, Monday through Saturday. A normal work week will consist of 60 hours.

B. The foregoing is not to be considered as a guarantee of hours per day or hours per week.

Paragraph 2: Penalty pay

A. Employees required by the employer to work beyond 10 hours in any day will be paid the sum of 25 cents for each hour worked in excess of 10 hours in addition to their regular hourly rate.

Paragraph 3: Report in pay

A. When employees are required to report to work at their regular starting time and are prevented from working by conditions within the control of the employer, they shall be provided with, or paid for, 4 hours of work at their regular hourly rate of pay. If their regular work is not available, an employee may be offered other work at this regular rate of pay. Refusal on the part of the employee to perform such work

will result in his being sent home and not paid for the report in allowance.

B. The report in allowance will not be paid if the employee is prevented from working by an act of God or other condition beyond the reasonable control of the employer.

Paragraph 4: Standby time

A. An employee shall be paid for all the time he is required to remain on the job at his regular hourly rate or if on piecework at the basic hourly rate.

SECTION 15. LEAVE OF ABSENCE

A. The employer may grant leaves of absence not to exceed 6 months for illness or physical incapacity and for a period not to exceed 30 days for valid personal reasons. Leaves for illness or physical incapacity may be extended upon presentation of a physician's written statement.

B. Approval of requests for a leave of absence will be made by the employer for reasons that are beyond the control of the employee, such as death or illness in the immediate family, illness or injury of the employee, personal business of an extreme urgency, and like causes that are bona fide.

C. Employees engaging in other employment while on leave of absence or if the leave of absence is found to have been obtained by fraud or misrepresentation may be subject to discharge.

D. Leaves of absence not to exceed 90 calendar days to conduct union business or to serve as a union delegate will be granted by the employer provided 15 days' advance written notice is given to the employer. Foremen designated by the employer are not eligible. The union agrees not to request leaves for more than three employees at any one time under this provision.

SECTION 16. MILITARY SERVICE

An employee who serves in the Armed Forces pursuant to the Selective Service Act shall not lose any seniority rights or other benefits; for example, upon discharge from the military, he shall be granted a job equal to that which he would have had if he had remained in continual employment of the employer. The employer shall comply with all the regulations of the Bureau of Veterans' reemployment rights.

SECTION 17. JURY DUTY

A. In order to be eligible for jury duty pay, as described herein, an employee must be a regular full-time employee.

B. Jury duty pay is defined as the difference between the fees received by him and his regular earnings up to 9 hours per day, for each such day of jury service.

C. To receive pay under this provision, the employee must (1) provide the employer with notice that he has been summoned for jury service and (2) present the employer with documentary evidence of the amount of jury fees received for jury service.

SECTION 18. FUNERAL PAY

A regular full-time employee will be granted a 3-day leave of absence in the event of death in his immediate family. For the purpose of this section, a member of the immediate family shall mean only persons who occupy the relationship to the employee of father, mother, father-in-law, mother-in-law, wife, brother, sister, son, or daughter. In the event of leave of absence for death in the immediate family, the employee shall be paid his regular hourly rate for his scheduled working hours on any day during such 3-day leave on which he would otherwise have been scheduled to work, and no employee shall be paid under the provisions of this section for any day falling during a vacation, leave of absence or on a holiday. No extra pay allowance will be made for multiple or simultaneous deaths occurring within 3-day period. No pay shall be granted under the provisions of this section where (1) the employee does not attend the funeral of the deceased relative or (2) the employee fails upon request to furnish the employer with reasonable proof of death and evidence of the employee's attendance at the funeral.

If more time is required, the maximum leave that would be granted would be 10 days. However, only 3 days would be with pay.

SECTION 19. HOLIDAY PAY

A. Regular full-time employees shall receive 8 hours pay at their regular hourly rate for the following holidays:

Labor Day.

Independence Day.

Christmas Day.

To be eligible for holiday pay, an employee must have worked his scheduled days immediately preceding and following the holiday, unless absent due to an occupational injury which prevented his working. Employees on leave of absence or layoff will not be eligible for holiday pay.

C. Holidays falling on Sunday shall be observed and paid as such on the Monday immediately following.

D. For work performed on any of the above-named holidays, employees shall be paid their regular rate of pay for all hours worked in addition to 8 hours pay for the holiday.

E. An employee who is requested to report for work and then fails to report on any of the above named holidays, shall not be eligible for holiday pay.

SECTION 20. VACATIONS

1. Qualifications

A. The qualifying period for vacation pay shall be the 12-month period from the last date of employment (or each anniversary of employment thereafter) to the following anniversary date of employment.

B. The employer will grant vacation and vacation pay to all regular full-time employees who have worked 2,000 hours in the above noted 12-month period.

C. Vacation pay shall be computed on the basis of 2 percent of the gross earnings of the 12-month period prior to the employee's anniversary date.

2. Scheduling of vacations

A. As of January 1 of each year the employer will provide all eligible employees an appropriate form in order that he may take his

first, second, and third choice of vacation. Vacations will, so far as is practicable, be granted at times most desirable by employees (longer service employees being given preference as to choice), but the final right to allot vacation periods is exclusively reserved to the employer in order to insure the most efficient operations of the business. Upon receiving the preference of the individual, the employer will then post a list no later than January 31 noting the employee's name and vacation period allotted to him. Once posted this schedule shall not be changed except by mutual consent of the employee and the employer.

3. *Additional vacation*

A. Effective July 31, 1968, an employee with 3 or more years of service and subject to the provisions of Nos. 1 and 2 above will qualify for a 3-percent vacation pay and 2 weeks of vacation.

B. Effective July 31, 1968, an employee with 5 or more years of service and subject to the provisions of Nos. 1 and 2 above will qualify for a 4-percent vacation pay and 2 weeks of vacation.

SECTION 21. MAINTENANCE OF STANDARDS

Paragraph 1

A. No employee of the bargaining unit shall suffer a reduction in his regular hourly rate of pay nor an unreasonable increase in the workload as a result of the signing of this labor agreement. The parties agree that the employer has a right to expect a reasonable work pace.

B. Housing provided for current permanent employees on the payroll of the employer, who are occupying housing at the signing of this agreement shall continue to be provided housing for the duration of this agreement. Housing for new permanent employees shall be provided and continued solely at the discretion of the employer. Rules regarding maintenance of housing, proper care and personal and family conduct shall be continued in accordance with past practice for the duration of this agreement.

C. Housing camps and meal service for seasonal employees when operated by the employer shall be operated on a nonprofit basis. The employer may adjust the rates charged employees for housing camps and meal service so long as the nonprofit principle is not violated. Where the employer presently provides free sleeping quarters in its camps, it shall continue to do so.

SECTION 22. EMPLOYEES SECURITY

The employer agrees that, in the event the employer directs any of the employees covered hereunder to work on any agricultural field other than one regularly operated by the employer, any such employees may refuse to pass through a bona fide picket line established at such field, providing the sponsor of said picket line has a bona fide dispute and such dispute has received proper authorized sanction from the UFWC-AFL-CIO.

SECTION 23. RIGHT OF ACCESS TO COMPANY PROPERTY

Duly authorized representatives of the union shall be permitted on the employer's premises, agriculture fields, and in camps for the normal course of union business. Union representatives shall notify the employer's main ranch office of their intention to visit. Such representa-

tives shall at no time interfere with or disrupt the work of the employees.

SECTION 24. RECORDS AND PAY PERIODS

A. Full and accurate records shall be kept, including total hours worked, piece rates or incentive records, total wages, and total deductions. Employees shall be furnished a copy of the itemized wages and itemized deductions each pay day which shall include the employee's daily wage and hour record.

The union shall have the right to examine time sheets, work production, or other records that pertain to employee's compensation, in case of a dispute as to pay.

SECTION 25. TAX WITHHOLDING

A. Employer shall deduct Federal income tax in accordance with standard practices, with scaled dependent deductions, for employees agreeing in writing to such withholding.

SECTION 26. NEW JOB CLASSIFICATIONS

A. If the employer develops a new job classification and new wage rate, they will notify the union in writing in advance of the installation of the new wage rate.

B. If the union does not agree with the rate installed for such new job classification, they may request a meeting for the purpose of discussing the job classification and the new wage rate. Failing to agree on the new job classification and the new wage rate, the union will then have recourse to the grievance procedure including arbitration.

C. In the event of technological developments of any bargaining unit job, the employer agrees to provide training for qualified bargaining unit employees to fill these new jobs.

D. The employer shall not change or modify any present job so as to remove it from the bargaining unit.

SECTION 27. SPECIAL BENEFITS FUND

A. *Purpose of fund.*—The purpose of this fund is to provide for health and welfare benefits and/or life insurance benefits and/or pensions. The final purpose or purposes for which the moneys accumulated shall be used, and all the conditions applicable to such use, shall be agreed upon between the employer and the union on or before 60 days prior to April 3, 1968. If the parties are unable to so agree by that time, then all disputes and differences shall be submitted for final and binding arbitration to an arbitrator, selected in accordance with section 11 of this agreement.

B. *Contributions.*—Commencing as of the date of signing of this agreement, the employer shall contribute 10 cents per hour for each hour worked by all employees covered by this agreement to this fund. The employer, at the employer's sole discretion, may continue present medical and surgical coverage in accordance with past practice, but if the employer elects to continue such coverage, such coverage shall terminate 60 days prior to April 3, 1968, or when the employer and union agree as in paragraph A above, whichever date shall be earlier.

C. *The trust fund and trust agreement.*—The moneys to be contributed hereunder shall be paid into a trust which shall forthwith be established with trustees to consist of an equal number of representatives of the employer and the union, such trust to be for the sole and exclusive benefit of the employees of the employer and their families and dependents (or of such employees, families and dependents jointly with the employees of other employers making similar payments, and their families and dependents): *Provided*, That (1) such payments shall be held in trust for the purpose of paying, either from principal or income or both, for the benefit of employees, their families, and dependents, for medical or hospital care, pension, or retirement of employees or life insurance or insurance to provide any of the foregoing; (2) the detailed basis on which such payments are to be made shall be specified in a written agreement with the employer, and employees and employer are to be equally represented as trustees in the administration of such fund. In the event the employer and the employee trustees become deadlocked on the administration of such fund, then all disputes and differences shall be submitted for final and binding arbitration to an arbitrator selected in accordance with section 11 of this agreement.

The agreement between the parties shall also provide for an annual audit of the trust fund by a certified public accountant, a statement of the results of which shall be available for inspection by interested persons at the principal office of the trust fund. If payments are intended to be used for the purpose of providing pensions for employees, then such payments shall be made to a separate trust fund which provides that the funds held therein cannot be used for any purpose other than paying such pensions.

SECTION 28. SUBCONTRACTING

The parties understand and agree that the hazards of agriculture are such that subcontracting by the employer is necessary and proper. It is also understood and agreed that the employer should not subcontract to the detriment of the union by subcontracting work which has been customarily and normally performed by employees of the employer. If practical reasonable advance notice will be given when subcontracting is to be done.

SECTION 29. EFFECT OF AGREEMENT

This agreement shall constitute the entire agreement between the parties and shall finally dispose of all demands of the union which have heretofore been made or which might be the subject of collective bargaining throughout the period of this agreement, not intending, however, to preclude the presentation or processing of grievances.

SECTION 30. AMENDMENT OR ALTERATION

No agreement, alteration, understanding, variation, or waiver modifying any of the terms, conditions, covenants contained herein shall be made unless such agreement is executed in writing between the parties hereto.

SECTION 31. SEPARABILITY

If any part of this agreement is rendered invalid by reason of any existing or subsequently enacted legislation, valid government regulation or order, or by decree of a court of competent jurisdiction, the invalidation of such part of this agreement shall not render invalid the remaining part hereof.

SECTION 32. DURATION OF AGREEMENT

A. This agreement shall be effective on the date of execution hereof, and shall continue through the 18th day of April 1970, and thereafter unless changed by mutual agreement.

B. If changes are desired by either party, notice and changes shall be given to the other party 60 days prior to any reopening or expiration date, and such notice and changes if desired by the employer shall be mailed to the union, and if desired by the union, to the employer.

The length of this contract may be extended by mutual consent after the expiration date or the expiration of any renewal thereof for the purposes of continuing negotiations, such extension to be upon terms and conditions mutually agreeable to both parties.

In witness whereof the parties have hereto caused this agreement to be duly signed the day and year first above written.

For Farm Workers Organizing Committee, AFL-CIO:

CESAR E. CHAVEZ.

For E. & J. Gallo Winery:

R. J. GALLO.

JOB CLASSIFICATIONS AND RATES

	1st year	2d year	3d year
Fieldworker..... Duties and responsibilities of this classification include but are not limited to picking, hoeing, vine training, tying vines, suckering, pruning (hand and pneumatic), irrigating, thinning, shovel work (cover, uncover grafts and banking), layering, wire repair, staking and drilling, pipe repair (assists), planting and replanting, installing crossarms, installing deadmen or anchors for wire, cleanup, wiring and stapling, laying out fields for planting, making cuttings, trimming rootings, tree trimming.	\$1.80	\$1.90	\$2.00
Tractor driver (regular)..... Operates equipment and performs tasks which include but are not limited to disking, cultivating furrows and bankers, brush shredding, furrower, back checker, banker and sulfur dusting, spray rig pesticides, vine trimmer-sickle bars, vine trimmer spinner, french plow, spraying herbicides, weed cutters, NH-3 fertilizers, dry fertilizer spreading, post hole driller, valve digger, wire spreading, insecticide dusting, restaking and rewiring, assisting shop mechanics.	2.10	2.20	2.30
Tractor driver (special)..... Operates specialized equipment to perform a variety of tasks: Johnson scraper and other scrapers, motor patrol road grader, backhoe and skip loader, forklift and gondola lift (combination), Reo multiple tool (french plow, disk, cultivator and furrower), D-4 vine digger, boom truck, assists shop mechanics.	2.25	2.35	2.45
Shop mechanic..... Requires ability to perform complete overhaul and repair of all farm equipment. Includes engine overhaul and repair.	2.40	2.50	2.60
Equipment repairman..... Requires ability to perform overhaul and repair of farm equipment. Must be proficient at welding and burning.	2.15	2.25	2.35
Serviceman..... Operates service truck to service and perform minor repairs on farm equipment, tools, and implements in both the field and shop.	2.15	2.25	2.35
Parts man—Truckdriver..... Maintains inventory of parts and equipment, issues parts and equipment as needed, drives truck to pick up and/or deliver parts; performs other assigned duties; e.g., tire repair and assisting mechanics.	2.00	2.10	2.20
Foreman (working)..... Assigns work to employees; instructs and trains new employees; keep records as required by the employer; supervises work done by employees and when necessary performs work with employees.	2.20	2.30	2.40
Grafting and budding..... Employees working nights will be paid \$0.10 above basic rate.	2.10	2.20	2.30

LETTER OF UNDERSTANDING

Subject: Hiring hall.

It is the understanding between the employer and the union that the hiring hall function will be operated so that no local people need to travel beyond Merced or Stanislaus Counties in order to sign up for a job.

For employer :

R. J. GALLO.

For union :

CESAR E. CHAVEZ.

LETTER OF UNDERSTANDING

Subject: Failure to join union for religious or personal reasons.

It is the understanding between the union and the employer that any employee who for religious reasons does not wish to join the union shall be deemed to be in full compliance with section 3, paragraph 1, union security, if he tenders the initiation fees, periodic dues, and regularly authorized assessments uniformly required of all employees of the union, and if he so complies his failure to join the union shall not constitute grounds for discharge.

For employer :

R. J. GALLO.

For union :

CESAR E. CHAVEZ.

LETTER OF UNDERSTANDING

Subject: Tractor drivers.

It is the understanding between the employer and the union that the employer will be permitted to recruit and train tractor drivers as needed for a period of 2 harvest seasons from the signing of this agreement, or until December 31, 1968.

It is further understood that the employer will evaluate the qualifications and ability of all current employees, and will also give fair and equitable consideration to all tractor driver candidates referred to the employer from the union hiring hall.

It is also agreed that any tractor drivers hired by the employer will promptly be referred to the union for signup.

For employer :

R. J. GALLO.

For union :

CESAR E. CHAVEZ.

 AGREEMENT

This Agreement, made and entered into this 25th day of July, 1967, by and between A. Perelli-Minetti & Sons, Pond Road and Highway 99, Delano, County of Kern, California, hereinafter referred to as "P-M", on the one hand, and United Farm Workers Organizing Committee, AFL-CIO, hereinafter referred to as "Union", on the other hand,

WITNESSETH :

RECOGNITION

A. P-M recognizes the Union as the exclusive collective bargaining agent for the agricultural employees who work on the property owned by P-M; but excluding all herdsmen, office and clerical employees, winery employees, laboratory employees, distillery employees, warehousing employees, bottling employees, maintenance employees, electricians and apprentice electricians, professional employees, guards and supervisors who have the authority to hire or fire. The "property owned by P-M" is defined as the vineyards owned and directly controlled and operated by P-M within the Counties of Kern and Tulare, State of California, on the effective date of this Agreement and this Agreement applies only to such employees at such property as defined and does not apply to any property owned by P-M which is leased to others on the effective date of this Agreement, or employees of P-M either at any future property of P-M or at any present or future location of any other property of P-M.

B. If any of the property owned by P-M, as defined in Paragraph A, is sold, then this Agreement shall no longer be applicable to either such property or any employees who work on it.

C. If any of the property owned by P-M, as defined in Paragraph A, except for bare lands, is leased, then this Agreement shall be binding on the lessee.

D. It is the intent of P-M that work on the property owned by P-M, as defined in Paragraph A, will normally be performed by employees covered by this Agreement.

E. The Union agrees that this Agreement shall not be transferred or assigned to any other labor organization or group or entity.

UNION SECURITY

A. It shall be a condition of employment that all employees of P-M covered by this Agreement on its effective date shall become and thereafter remain members of the Union in good standing by the tenth day after its effective date. It shall also be a condition of employment that all employees covered by this Agreement, and hired on or after its effective date, shall, on the tenth day following the beginning of such employment, become and thereafter remain members in good standing in the Union. For purposes of this section, "members in good standing" shall mean employee members in the Union who tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

Upon written notice from the Union of failure on the part of any employee to complete membership in the Union as above required or of failure to continue payment of dues to the Union, P-M shall, within three (3) days of such notice, discharge said employee.

The Union agrees to hold harmless P-M against the claims of any employee discharged by P-M pursuant to the foregoing paragraph.

B. P-M will give the Union written notice at its local office of hires and rehires of employees within forty-eight (48) hours of such hires and rehires.

C. P-M agrees to deduct and remit dues and initiation fees monthly to the Union for those employees from whom it has received proper written authorization for such deductions.

D. When new or additional employees are needed by P-M it will give the Union forty-eight (48) hours' notice, after which it may use any source of labor. P-M may reject any applicants which are referred by the Union.

If an emergency should occur, P-M may immediately use any source of labor in order to meet such emergency.

PROBATIONARY PERIOD

The probationary period for new employees or rehired employees shall be thirty (30) calendar days from the date of employment or re-employment.

Probationary employees may be discharged for any reason without recourse to the Grievance and Arbitration provisions.

CLASSIFICATION AND RATES OF PAY

The presently existing classifications of employees and rates of pay shall be as set forth in Appendix A attached herewith, incorporated herein, and made a part hereof.

RETAINED RIGHTS

A. In order to operate its business, P-M retains all rights of management including the following, unless they are limited by the clear and explicit language of some other provision of this Agreement: to select all of the employees; to determine the number of employees, including the number of employees assigned to any particular operation; to determine the work pace, work performance levels and standards of performance of all of the employees, and to determine whether any individual employee meets such pace, levels and standards so determined; to decide the nature of equipment, machinery, methods or processes used, to introduce new equipment, machinery, methods or processes, and to change or discontinue existing equipment, machinery, methods or processes; to subcontract or contract out any or all of the agricultural processes or the conduct of its business; to discontinue temporarily or permanently, in whole or in part by sale or otherwise, the products to be produced, or the conduct of its business; to change, combine or abolish job classifications and the job content of any classifications and to establish new classifications of employees; to terminate employees as the result of the exercise of any of the foregoing rights; to direct and supervise all of the employees; including the right to assign and transfer employees; to determine when overtime shall be worked and whether to require overtime; to establish and make known work rules and safety rules for all of the employees; and to determine work schedules.

B. Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the rights of P-M enumerated in Paragraph A above or arising out of or in any way connected with the effects of the exercise of any of such above-described rights is not subject to the grievance and arbitration provisions of this Agreement. The only provisions of this Agreement which are subject to arbitration are those which include an express statement that they are subject to arbitration.

MAINTENANCE OF STANDARDS

No employee covered by this Agreement shall suffer a reduction in the rates of pay for those classifications set forth in Paragraph 1 of Exhibit A as a result of the execution of this Agreement.

UNION REPRESENTATIVES

An authorized representative of the Union may have access to the premises of P-M provided such representative notifies management of his visit on arrival who may thereafter send a representative to accompany him and provided such representative carries out his business without disrupting the activities of P-M or the employees. If the Union representative is accompanied by a P-M representative, such P-M representative will remain out of earshot of conversation between the Union's representative and any employees if so requested.

GRIEVANCE PROCEDURE

A. A grievance shall be defined as, and limited to, a statement by an employee covered hereby that P-M has violated an express term of this Agreement and that by reason of such violation his rights have been adversely affected.

B. If an employee shall have a proper grievance there shall be an earnest effort on the part of both parties to settle it promptly through the steps listed below:

Step 1: An employee grievance must be submitted to the supervisor immediately in charge of the aggrieved employee within three (3) working days after the event giving rise to the grievance. The supervisor will give his answer to the employee by the end of the third working day following the presentation of the grievance and the giving of such answer will terminate Step 1.

Step 2: If the grievance is not settled in Step 1, the grievance will be reduced to writing, fully stating the facts surrounding the grievance and the provisions of this Agreement alleged to have been violated, signed by and dated by an authorized representative of the Union and presented to the Ranch Superintendent within three (3) working days after termination of Step 1. A meeting with such authorized representative of the Union will be arranged to review and discuss the grievance. Such meeting will take place within three (3) working days from the date the grievance is received by the Ranch Superintendent. The Ranch Superintendent will give his written reply by the end of the third working day following the date of the meeting, and the giving of such reply will terminate Step 2.

EQUAL OPPORTUNITY

P-M agrees that it will not illegally discriminate in the hiring of employees, or in their training, promotion, transfer, discipline, discharge or otherwise.

OVERTIME

Employees covered by this Agreement, except Irrigators, by-product disposal, shall be paid at time and a half after ten consecutive hours

in any work day. Under emergency conditions affecting a harvest, this provision may be modified by agreement between P-M and the Union.

CHANGED WAGE SYSTEMS

If, during the term of this Agreement, P-M changes a system of payment for any employees (e.g., from payment based on tons of grapes to payment based on gondolas of grapes), P-M agrees to meet and negotiate the rate or rates applicable to such changed system of payment, if so requested by the Union. In the event there is no mutual agreement upon such wage rates, then the dispute over such wage rates shall be a grievance subject to arbitration.

The foregoing paragraph is not intended to apply to the installing of quota or Incentive systems for Pruning, Typing and Girdling as set forth in Appendix A.

NEW OR COMBINED JOB CLASSIFICATIONS

In the event P-M establishes new classifications other than those now listed in Appendix A, or combines presently existing classifications, or significantly changes the content of any present classification, P-M agrees to meet and negotiate wage rates for such new or combined or substantially changed classifications, upon the Union's request. In the event there is no mutual agreement upon such wage rates, then the dispute over such wage rates shall be a grievance subject to arbitration.

DISCHARGE AND DISCIPLINE

P-M shall have the right to discharge or discipline any employee for just cause. The term "just cause" shall include, but not be limited to, the following: falsifying or withholding information on any P-M application, records, or reports; failure to perform assigned duties; negligence in the performance of duties likely to cause or actually causing personal injury or property damage; fighting or attempting injury to another employee; insubordination; dishonesty; stealing, destroying or willfully damaging the property of another employee or P-M; the use or being under the influence of drugs or alcoholic beverages during working hours; carrying or possessing firearms or weapons on P-M property; unsatisfactorily explained absences; violation of this Agreement; or failure to comply with P-M rules which are reasonable within the frame of reference of prevailing practices in the agricultural industry in San Joaquin Valley. Grievances with respect to the exercise of this right to discharge or discipline are subject to arbitration.

Once a seasonal employee has completed his probationary period during a season, he will no longer be a probationary employee during subsequent seasons insofar as this Article "DISCHARGE AND DISCIPLINE" is concerned. He will continue to be a probationary employee during subsequent seasons insofar as the following Article "HEALTH AND WELFARE" is concerned.

HEALTH AND WELFARE

P-M agrees to make an \$18.20 contribution to an Internal Revenue Service approved employee benefit plan by the 15th day of the calendar month following the calendar month in which a non-probationary employee has worked 80 hours or more and for each calendar month thereafter in which such employee works 80 hours or more.

UNEMPLOYMENT INSURANCE

Within ten days following the effective date of this Agreement, P-M will apply for voluntary unemployment insurance coverage for employees covered by this Agreement.

In the event the Director of the Department of Employment determines that P-M may secure voluntary unemployment insurance coverage for employees covered by this Agreement, P-M agrees to contribute for unemployment insurance for each eligible employee an amount not to exceed 3.5% of such employee's wages up to a maximum of \$133 for any employee in any one year and up to a maximum of 5% at any time for eligible employees during the term of this Agreement. Should the rate exceed 5%, P-M and the Union will mutually determine either that P-M shall withdraw from such voluntary unemployment insurance coverage or that P-M shall continue such voluntary unemployment insurance coverage with the amount of contributions in excess of 5% being absorbed by reducing some other wage or fringe benefit provision by the amount of such excess. If P-M withdraws from the voluntary unemployment insurance coverage, amounts equivalent to contributions prior to such withdrawal shall be applied, by mutual agreement, to the employees.

HEALTH, SAFETY AND COMFORT

P-M will meet with representatives of the Union at their request to discuss problems affecting the health, safety and comfort of the employees.

ECONOMIC PRESSURE BY OTHERS

Should P-M, or its owners or managers, or the products or services of P-M, be the object of economic pressure through boycotts, picketing or otherwise, regardless of where such pressure occurs, or by whom, the Union agrees to do everything within its power to counter such pressure.

WORK STOPPAGE

A. Neither the Union nor its members, agents, representatives, employees, or persons acting in concert with them, shall incite, encourage in or participate in any strike, walkout, slowdown, or other work stoppage of any nature whatsoever during the life of this Agreement for any cause whatsoever. In the event of any strike, walkout, slowdown or work stoppage or threat thereof, the Union and its officers will do everything within their power to end or avert the same.

B. Neither the Union nor its members, agents, representatives, the employees or any person acting in concert with them, will engage in any form of economic pressure, including but not limited to boycotts,

by publications, advertisements, picketing, handbilling, or otherwise, directed against P-M, its owners or managers, or the products or services of P-M.

C. The Union will not place or cause anyone else to place P-M or P-M's products or services on any "We Do Not Patronize" or "unfair" lists.

D. Since time is of the essence in settling such disputes, in the event of a claimed violation or threat of violating any of the provisions of this Article, P-M, in its sole discretion, shall have the choice of pursuing either of the following courses of action, or it may utilize the alternatives concurrently and the Union agrees that:

1. P-M may submit such claim directly to any appropriate court for such legal and equitable relief, including damages, specific performance and injunctive relief, as P-M deems appropriate.

2. P-M may submit such claims to arbitration as follows:

(a) The grievance shall be filed with the below-named arbitrator orally or by telephone and P-M shall notify the Union of such filing orally or by telephone.

(b) The arbitrator with whom such grievance or dispute may be filed and presented shall be Ralph Duncan; in the event he is unable or unwilling to serve it shall be -----; in the event neither of the above is able or willing to serve it shall be -----.

(c) A hearing before the arbitrator shall be held within eight (8) hours after filing of the grievance.

(d) No continuance of said hearing shall be allowed without the consent of P-M. Absence from or nonparticipation at the hearing by any party shall not prevent the issuance of an award. Hearing procedures which will expedite the hearing may be ordered at the arbitrator's discretion and he may close the hearing in his sole discretion when he decides that he has heard sufficient evidence to satisfy issuance of an award. The arbitrator's award shall be rendered as expeditiously as possible and in no event later than twelve (12) hours after the close of the hearing.

(e) In the event the arbitrator finds that the activities of either employees or the Union, or both, are in violation of this Article or are threatened violations of this Article, he shall, as a part of his decision, specifically order that all normal operations be resumed at once and enjoin any continued or prospective violations of this Article.

(f) The arbitrator is empowered to award damages, if any, against the Union should he determine that the activities of the Union are in violation of this Article.

(g) The award of the arbitrator shall be final and binding upon the Union and the employees.

(h) The award may be enforced in any appropriate court as soon as possible after its rendition without notice to the party or parties against whom such enforcement is sought.

(i) The fee of the arbitrator and all necessary expenses of the hearing, including a stenographic reporter if employed, shall be borne equally by and between the Union and P-M.

E. Any employee authorizing, engaging in, encouraging, sanctioning, recognizing or assisting any strike, slowdown, picketing or other

concerted interference, or who refuses to perform services duly assigned to him, shall be subject to immediate dismissal without recourse to the grievance and arbitration provisions of this Agreement.

F. P-M shall not cause or engage in any lockout of its employees during the term of this Agreement. In the event of a claimed lockout, the Union, at its discretion, may avail itself of either of the procedures set forth in Paragraph D herein. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination or failure to return to work of employees by P-M in the exercise of its rights as set forth in any provision of this Agreement.

ARBITRATION

A. The only provisions of this Agreement which are subject to arbitration are those which include an express statement that they are subject to arbitration. Grievances which involve the interpretation or application of a provision which contains an express statement that it is subject to arbitration and which the Union desires to contest further shall be submitted to arbitration as provided in this Article, but only if the Union gives written notice to P-M of its desire to arbitrate such grievance within ten (10) working days after the termination of Step 2 of the grievance procedure.

B. As soon as possible and in any event not later than ten (10) working days after P-M receives written notice of the Union's desire to arbitrate a grievance which involves the interpretation or application of a provision which contains an express statement that it is subject to arbitration, the parties shall agree upon an arbitrator. If no agreement is reached within said ten (10) days, an arbitrator shall be selected from a list of five (5) arbitrators submitted by the Federal Mediation and Conciliation Service by alternate striking of names until one name remains; provided, however, that in the event either party feels that the list submitted by the Federal Mediation and Conciliation Service is unsatisfactory, said party shall have the right to request no more than two (2) additional lists of arbitrators until a satisfactory list has been received. The party who strikes the first name from the panel shall be determined by lot.

C. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement which are expressly made subject to arbitration, but shall determine only whether or not there has been a violation of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other.

D. This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator is to determine disputed interpretation of provisions actually found in the Agreement, provided such provisions contain express statements that they are subject to arbitration, or to determine disputed facts upon which the application of such provisions depends. The arbitrator shall therefore not have authority, nor shall he consider it his function to include, the decision of any issue not submitted or not arbitrable or to so inter-

pret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The arbitrator shall not give any decision which in practical or actual effect modifies, revises, detracts from or adds to any of the terms or provisions of this Agreement which are expressly made subject to arbitration. Past practice of the parties in interpreting or applying terms of the Agreement which are expressly made subject to arbitration can be relevant evidence, but may not be used so as to justify, or result in, what is in effect a modification (whether by addition or detraction) of the written terms of this Agreement. The arbitrator shall not render any decision or award, or fail to render any decision or award, merely because in his opinion such decision or award is fair or equitable, or because in his opinion it is unfair or inequitable. No decision rendered by the arbitrator shall be retroactive beyond the beginning of the three-day period specified in Step 1 of the Grievance Procedure above or the occurrence of the grievance, whichever is the more recent. The arbitrator shall have no power to render an award after the termination date of this Agreement.

E. The decision of the arbitrator within the limits herein prescribed shall be final and binding upon the parties to the dispute.

F. All fees and expenses of the arbitration shall be shared equally by P-M and the Union. Each party shall bear the expense of the presentation of its own case.

SAVINGS CLAUSE

Should any valid federal or state law or final determination of any board or court of competent jurisdiction affect any provision of this Agreement, the provision or provisions so affected shall be made to conform to the law or determination and otherwise this Agreement shall continue in full force and effect.

ENTIRE AGREEMENT

A. P-M shall not be bound by any requirement which is not specifically stated in this Agreement.

B. The Union agrees that this Agreement is intended to cover all matters affecting wages, hours and other terms and all conditions of employment and similar or related subjects, and that during the term of this Agreement neither P-M nor the Union will be required to negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement.

DURATION AND TERMINATION

This Agreement shall remain in full force and effect from July 25, 1967, to April 30, 1969, and thereafter from year to year, unless one party or the other gives notice, in writing, at least sixty (60) days prior to the expiration of this Agreement of the desire to terminate this agreement or modify its terms.

APPENDIX A

Paragraph 1

<i>Classification</i>	<i>Hourly rate</i>
Irrigators:	
Day-----	\$1.65
Night-----	1.70
Irrigator, by-product disposal:	
Day-----	1.65
Night-----	1.70
Vehicle Operators:	
Tractor:	
Day-----	1.75
Night-----	1.80
Soil sterilant applicator-----	1.75
Pest control:	
Day-----	1.75
Night-----	1.80
Growth regulator-----	1.75
Service truck, non-supervisor-----	1.80
Pipeline repairman-----	1.70
All others-----	1.60

Paragraph 2

PRUNING, TYING AND GIRDLING

Incentive Rates: \$1.60 per hr. plus whatever quota or incentive system or systems, as may be installed by P-M from time to time.

PRODUCTION PICKING:

\$7.00/ton: Thompson Seedless, White No. 2, Hungarian Muscat, Ribier, Almission—130 Rch., Muscat Bordelaise, Aramon.

\$7.50/ton: Burgundy, Rubired, Royalty, 101, 100, Niagara.

\$8.00/ton: Verdone, Grignolino, Salvador, Almission—Shapiro Rch., 101—Young Vines, Golden Muscat.

Only deductions required by law or authorized by the employee in writing will be deducted from the foregoing Production Picking rates. Information as to weights picked will be furnished to employees upon request.

Notwithstanding the above Incentive Rates, each employee is guaranteed a minimum hourly rate of \$1.60 effective September 18, 1966. All of the rates set forth in this Appendix shall be increased by 3.5 percent on May 1, 1967 and by another 3.5 percent on May 1, 1968.

WRITTEN NOTICES

For the Union:-----

P.O. Box 130, Delano, California.

For P-M:-----

P.O. Box 818, Delano, California.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective representatives thereunto duly authorized.

A. PERELLI-MINETTI & SONS
UNITED FARM WORKERS ORGANIZING
COMMITTEE, AFL-CIO.

NAPA, ST. HELENA, REEDLEY AND ALTA VISTA AGREEMENT

This agreement is made and entered into by and between the United Farm Workers Organizing Committee, AFL-CIO (hereinafter referred to as "Union") and Mont La Salle Vineyards (Christian Bros.-Napa, St. Helena and Vicinity, and Reedley, Alta Vista and Vicinity) (hereinafter referred to as "Employer").

SECTION 1. UNION RECOGNITION

(a) The Employer recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment of all vineyard field workers, cooks, cooks' helpers and working foremen employed on all agricultural fields owned, leased or rented by the Employer at Napa, St. Helena and Vicinity, and Reedley, Alta Vista and Vicinity, California, excluding office and clerical employees, guards and watchmen, plant employees, supervisors and any employees presently covered by an existing union agreement.

(b) The Employer further recognizes the rights and obligations of the Union to negotiate wages, hours and conditions of employment, and to administer this Agreement on behalf of all covered employees.

(c) The Employer and its representatives will not undermine the Union or promote or finance any competing labor organizations.

(d) The Employer and its representatives will not interfere with the right of any employee to join and assist the Union, and will make known to all employees that they will secure no advantage, more favorable consideration, or any form of special privilege because of non-membership in the Union.

(e) The Employer and its representatives will make known to all employees, supervisors and officers, its policies and commitments as set forth above with respect to recognition of the Union and that employees in the bargaining units should give the utmost consideration to supporting and participating in collective bargaining and contract administration functions.

SECTION 2. MANAGEMENT RIGHTS

The Employer retains any and all rights and prerogatives of management it enjoyed prior to the execution of this contract except as specifically and expressly limited or modified by the provisions of this contract.

SECTION 3. MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment relating to wages, hours of work and general working conditions shall be maintained at no less than the highest standards in effect at the locations covered by this Agreement at the time of the signing of this Agreement and conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

SECTION 4. NO DISCRIMINATION

In accord with the past and present policies of the Employer and of the Union, it is agreed that neither party will discriminate against any employee on the basis of race, creed, color, sex, religion or national origin.

SECTION 5. APPLICATION OF AGREEMENT

This Agreement shall be binding upon the parties hereto, their successors and assigns. In the event an operation is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership

or bankruptcy, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc. of the operation covered by this Agreement or any part thereof. Such notice shall be in writing, with a copy to the Union, at the time the seller, transferer, or lessor executes a contract or transaction as herein described.

SECTION 6. SUPERVISORS AND BARGAINING UNIT WORK

Supervisors outside of the bargaining unit shall not perform work regularly performed by employees in the bargaining unit except as they have performed such work in accordance with past practice as of March 13, 1967.

SECTION 7. NEW JOB CLASSIFICATIONS

New job classifications and applicable wage rates may be established and made effective by the Employer in accordance with the following procedure:

(a) The Employer shall notify the Union of its intended action in writing as soon as reasonably practical under all the circumstances.

(b) The Union, if it questions the Employer's action, shall do so in writing within five days of the Employer's notice, and the parties shall meet with the Employer within five days of such written notice for the purpose of arriving at an agreement on the intended action. Fifteen (15) days after the Employer's written notice, if no agreement has been reached earlier, then the Employer may make the job classification and the rate effective.

(c) If the Union thereafter still objects to the Employer's action it may submit in writing within 10 days of the Employer's action the matter to the Arbitrator provided for in the grievance procedure, who shall decide the dispute.

(d) The scope of such arbitration shall be the establishment of the job classification, the job content and the job wage rate.

(e) The Employer shall not change or modify any present job so as to remove it from the bargaining unit.

SECTION 8. SUBCONTRACTING

The parties understand and agree that the hazards of agriculture are such that subcontracting by the Employer is necessary and proper. They also understand and agree that the Employer should not subcontract to the detriment of the Union by subcontracting work which in the past has been customarily and normally performed by employees of the Employer, for example, grafting and driving of stakes. They consequently agree that Employer shall have the right to subcontract as it has in the past, viz, for aerial dusting and spraying; ground spraying with poisonous spray; ground spraying requiring special equipment or where the Employer has no equipment available; contract grape hauling by truck; installation of permanent sprinkler pipes; maintenance work, i.e., plumbing, electrical, carpentry, etc.; opening ditches and laying drain tile; major maintenance work on tractors and other equipment; and the like. The foregoing are ex-

amples only and are not intended as limitations on the Employer's right to subcontract. If practical, reasonable advance notice will be given when subcontracting is to be done.

SECTION 9. DISCHARGE

(a) The Employer shall have the sole right to discipline and discharge employees for just cause provided that in the exercise of this right it will not act in violation of the terms of this Agreement.

(b) Prior to any discharge, the Employer shall notify a steward and/or a Union official and such Union steward shall be present when formal charges are made.

(c) The Union official(s) and/or steward shall have the right to interview discharged employees in private.

(d) Within 24 hours after any discharge, for just cause, the Union will be notified in writing of the reason for discharge.

(e) Individual performance in relation to a piece rate or incentive plan shall not be conclusive evidence for the purpose of disciplining or discharging an employee. This provision shall not, however, constitute any limitation on any of the Employer's rights to discipline or discharge for unsatisfactory work performance.

(f) As used herein, "just cause" includes, but is not limited to, drunkenness on duty, theft of Employer's property, premeditated, deliberate destruction of Employer's property. Complaints that the Employer has violated this paragraph may be taken up through the grievance procedure provided in this Agreement.

(g) An employee who has been discharged for drunkenness, theft, or deliberate destruction of Employer's property may be eligible for rehire with the consent of the Company.

SECTION 10. NO STRIKE OR LOCKOUT

(a) During the term of this Agreement there shall be no cessation of work, whether by strike, walkout or lockout, and there shall likewise be no boycott or other interference by the Union within the control of the Union, or with the Union's consent or approval, with the sale or distribution of any product or products sold, distributed or marketed by the Employer, including products of any of the Employer's subsidiaries or distributors.

(b) If any violation of the foregoing is charged, the parties will proceed forthwith to final and binding arbitration and in no event will either party violate the provisions of this Section during or after the arbitration.

The arbitrator will be Adolph M. Koven, Esq., or, if he cannot so act, the arbitrator shall be chosen in the manner provided in Section 35(d) hereof, but no other provision of Section 35 shall be applicable to any arbitration under this Section.

SECTION 11. PICKET LINES

(a) Refusal to cross a legitimate and bona fide picket line as defined in this Section shall not be deemed a violation of this Agreement. Such a picket line is one established and maintained by a union, acting independently of the Union party to this Agreement at or about

the premises of an employer with whom it is engaged in a bona fide dispute over wages, hours or working conditions of employees of said employer, a majority of which employees it represents as their collective bargaining agency. Collusive picket lines, jurisdictional picket lines, hot cargo picket lines, secondary boycott picket lines, and informational picket lines and demonstration picket lines are not legitimate and bona fide picket lines within the meaning of this Agreement.

(b) No employee under this Agreement shall be required to perform work that normally would have been done by employees of another company that is engaged in a strike.

(c) If employees of another employer who are represented by the United Farm Workers Organizing Committee but who are not covered by this Agreement, are engaged in a legitimate, bona fide, non-jurisdictional and non-collusive strike concerning wages, hours or working conditions, no employee under this Agreement shall be required to perform work hereunder respecting products that normally, without such strike, would be handled by employees of such other employer, if such products have been handled or are destined to be handled by other workers engaged in strike-breaking activities under established and legitimate union principles.

(d) Any alleged violation of this Section shall proceed forthwith to final and binding arbitration as provided in Section 10(b).

SECTION 12. UNION SECURITY AND CHECK-OFF

(a) All employees presently employed by the Employer within the bargaining unit shall join and remain members of the Union in good standing as a condition of employment within thirty (30) days after the execution date of this Agreement. All employees hired after the execution date of this Agreement shall, not later than the tenth (10th) day after the commencement of their employment, join and remain members of the Union in good standing. The Union shall be the sole judge of the good standing of its members. Tender of the initiation fee, periodic dues and regularly authorized assessments uniformly required of all members of the Union shall constitute compliance with this Section by an employee. Any employee who fails to comply with this Section shall be immediately discharged upon written notice from the Union to the Employer.

(b) The Employer agrees to deduct union initiation fees and monthly dues and remit the monies to the Union not later than the 15th day of the following month. Vacation pay is subject to such deduction.

(c) The Union shall provide the Employer with written authorization forms authorizing the above deductions, and the Employer shall use its best efforts, in cooperation with the Union, to assure that employees within the bargaining unit execute such authorizations. Said authorizations shall be valid for the term of this Agreement. The Employer shall not be required to make any deductions from the wages of employees who have not executed authorizations.

(d) The Employer agrees to furnish the Union in writing, the names of employees, addresses, Social Security numbers and type of job classifications on a quarterly basis.

SECTION 13. HIRING HALL

(a) Whenever employees are needed by the Employer to perform any work covered by this Agreement, the Employer shall notify the Union in writing, stating the number of employees needed, the type of work to be performed, the job classifications in which work is to be performed, the starting date of the work and the approximate duration of the job or jobs.

(b) Upon receipt of such notice, the Union shall immediately use its best efforts to furnish the requested employees. If the Union does not furnish such employees within 72 hours, or on the date of the beginning of the work (whichever date is later), the Employer shall be free to procure needed employees not furnished by the Union from any other source, or notwithstanding the provisions of Section 8, non-employee labor from any other source.

(c) Preference in referral shall be given to persons coming within the terms of Section 14, the Seniority provision, and Section 15, the Work Opportunity provision.

(d) The Employer shall have the unqualified right to refuse to employ any person referred by the Union if on or after the execution date of this contract that person has been discharged for cause by the Employer, and the discharge was sustained on appeal, or if such discharge was not appealed.

SECTION 14. SENIORITY

(a) When filling vacancies or making promotions, transfers, re-classifications or demotions, the Employer will give preference to employees with the greatest length of continuous service provided that qualification and ability are equal.

(b) Seasonal layoffs shall not constitute a break in the continuity of service. Layoffs and reemployment after layoffs shall be on the basis of continuous service.

(c) The Employer shall furnish an up to date list of all employees on a quarterly basis. Seniority shall begin after 11 days worked and shall be retroactive to date of hire.

(d) Seniority shall be deemed broken when an employee quits, is discharged for cause, or when on seasonal layoff fails to return the following season when needed or within a grace period not to exceed five (5) days after the date when needed.

SECTION 15. WORK OPPORTUNITY

If less than the normal work opportunity is available, preference shall be given to employees of the regular full time work force.

SECTION 16. SAFETY COMMITTEE

(a) Two joint safety committees consisting of equal numbers of employee representatives selected by the Union and representatives selected by the Employer (three [3] on each side), shall be established. There shall be one (1) such committee at the Napa-St. Helena and Vicinity operations and one (1) such committee at the Reedley-Alta Vista and Vicinity operations.

(b) The safety committee shall consider existing practices and rules relating to safety, formulate suggested changes in existing practice and rules, and make recommendations to local management with respect to the adoption of new rules and practices.

SECTION 17. HEALTH AND SAFETY

(a) Sanitary Facilities: There shall be adequate toilet facilities in the field readily accessible to employees that will be maintained in a clean and sanitary manner. These may be portable facilities, and shall be maintained at the rate of one for every 35 employees, insofar as possible.

(b) Drinking Water: Each place where there is work being performed shall be provided with suitable cool, potable drinking water convenient to employees. Individual paper cups shall be provided.

(c) First Aid: Adequate first aid supplies shall be provided and kept clean and sanitary in a dust-proof container; safe-keeping of same during work hours shall be the responsibility of the foreman, who may delegate such responsibility.

(d) Health and Safety: Farm workers will not be required to work when to do so would immediately endanger their health or safety.

SECTION 18. PROTECTIVE GARMENTS, ETC.

(a) Protective garments, tools and equipment necessary to safeguard the health of or to prevent injury to an employee's person shall be provided, maintained and paid for by the Employer.

(b) It is understood that the Employer shall furnish gloves for gondola workers, protective equipment for sprayers, umbrellas for tractor drivers, and hooks or jacob ladders for pipemen when going into large pipes.

SECTION 19. CAMP HOUSING

Rentals to employees of available camp housing on the Employer's premises shall continue to be made to employees on a non-discriminatory basis and without favoritism; the factors of race, color, creed, religion or national origin shall continue not to be considered in the distribution of available rentals.

SECTION 20. OPERATION OF HOUSING AND CAMPS

(a) Housing, camps and meal service when operated by the Employer shall be operated on a non-profit basis. Notwithstanding Section 3 of this Agreement, the Employer may adjust the rates charged employees for housing, camps and meal service so long as the non-profit principle established in this sub-section is not violated.

(b) Where the Employer presently provides free sleeping accommodations in its camps, it shall continue to do so.

SECTION 21. LEAVES OF ABSENCE; JURY PAY

A leave of absence shall be granted to employees on the seniority list for any of the following reasons without loss of seniority:

(a) For jury duty or when subpoenaed as a witness. Such employee

shall, while serving on jury duty, receive from the Employer the difference in pay between his jury pay and his regular wages for the duration of such jury service.

(b) Up to one (1) year in the event of his illness or injury. The Employer may extend the period of such leave.

(c) To attend personal business if proper written notification is given to the Company. Such leave is to be without pay and is to be granted as follows:

(1) Sixty (60) days per year if the employee has one or more work years of continuous employment with the Employer.

(2) Thirty (30) days per year if the employee has less than one work year of continuous employment with the Employer.

The granting of a leave of absence for personal business under this sub-paragraph (c) is contingent upon the Union furnishing the Employer with a qualified replacement for any employee who desires such a leave of absence, and is further contingent upon the employee not engaging in other employment during such leave of absence.

SECTION 22. LEAVES OF ABSENCE FOR UNION BUSINESS

(a) Any employee elected or appointed to an office or position in the Union shall be granted a leave of absence for a period of continuous service with the Union. Fifteen (15) days written notice must be given the Employer before the employee takes leave to accept such office or position or chooses to return to work. Such leave of absence will be without pay. (Seniority shall not be broken or suspended by reason of such leave.)

(b) A leave of absence shall also be granted for temporary leave to attend Union business provided five (5) days written notice is given.

(c) The leaves of absence referred to in sub-paragraphs (a) and (b) above shall not apply to more than a total of three employees at any one time. This means that three employees may be given a leave of absence under sub-paragraph (a) at the same time, or three employees may be given a leave of absence under subparagraph (b) at the same time, or one employee may be given a leave of absence under sub-paragraph (a) and two employees may be given a leave of absence under sub-paragraph (b) at the same time, or vice versa.

SECTION 23. MILITARY LEAVE

In the event an employee of the Employer serves in the armed forces pursuant to the Selective Service Act, he shall not lose any seniority job rights or other benefits. Upon discharge from the military, he shall be granted a job equal to that which he would have had with the Employer had he remained in continual employment with the Employer.

SECTION 24. RIGHT OF ACCESS TO EMPLOYER PROPERTY

The Employer agrees to admit to the Employer's property covered by this Agreement the authorized representatives of the Union for the purposes of collecting dues, observing the application of this Agree-

ment, and adjusting grievances. Union representatives shall advise the Employer of such visits in advance by notifying the Director of Personnel or his designated representative.

SECTION 25. BULLETIN BOARDS

The Employer will provide bulletin boards placed at such central locations as the Union may designate, subject to the approval of the Employer, upon which the Union may post its formal notices.

SECTION 26. TAX WITHHOLDING

The Employer shall deduct federal income tax in accordance with standard practices, with scaled dependent deductions, for employees agreeing in writing to such withholding. This Section shall only apply if permitted by federal law.

SECTION 27. CREDIT UNION WITHHOLDING

Upon proper written employee authorization, deductions as provided in such authorization shall be made by the Employer for the Farm Workers Credit Union, and such monies forwarded to that organization.

SECTION 28. WAGES

(a) Wages from March 13, 1967 until March 13, 1968: Effective March 13, 1967 all hourly rated employees shall receive a thirty-five cent (35¢) per hour wage increase, and all wage rates shall be raised thirty-five cents (35c) per hour. The basic minimum hourly rate shall be \$1.75 per hour at the Employer's Reedley, Alta Vista and Vicinity operations. The basic minimum hourly rate shall be \$1.80 per hour at the Employer's Napa, St. Helena and Vicinity operations.

(b) (1) Wages from March 13, 1968 until March 13, 1969: Effective March 13, 1968 all hourly rated employees employed at the Employer's Reedley, Alta Vista and Vicinity operations shall receive a ten cent (10¢) per hour increase, and all wage rates at the Employer's Reedley, Alta Vista and Vicinity operations shall be raised ten cents (10¢) per hour. The basic minimum hourly rate at the Employer's Reedley, Alta Vista and Vicinity operations shall be \$1.85 per hour.

(2) Effective March 13, 1968 all hourly rated employees at the Employer's Napa, St. Helena and Vicinity operations shall receive a five cent (5¢) per hour wage increase, and all wage rates shall be raised five cents (5¢) per hour. The basic minimum hourly rate at the Employer's Napa, St. Helena and Vicinity operations shall be \$1.85 per hour.

(c) Wages from March 13, 1969 until March 13, 1970: Effective March 13, 1969 all hourly rated employees shall receive a five cent (5¢) per hour wage increase and all wage rates shall be raised five cents (5¢) per hour. The basic minimum hourly rate shall be \$1.90 per hour.

(d) The schedule of hourly wage rates, piece rates and tonnage rates is as set forth in Appendix "A".

SECTION 29. HOURS

(a) Hours—A normal work day shall consist of 9 hours per day. This is not to be interpreted as a guarantee by the Employer of any number of hours of work per day.

(b) Relief Periods—Farm workers are entitled to reasonable and necessary time off for relief. Relief periods shall be fifteen (15) minutes for every four (4) hours worked, falling around the mid-point of the work involved, provided that relief not taken by the employee shall not be compensable time, and further provided that relief time not taken in any forenoon by choice of the worker may be cumulated and taken in the afternoon of the same day.

(c) Meal Time—Lunch time shall be one-half ($\frac{1}{2}$) hour.

(d) Day of Rest—Each farm worker shall be entitled to one (1) full day (24 hours) off without pay each payroll week. Insofar as possible, the work shall be arranged so that each worker will have Sunday off.

(e) Premium Pay—Employees whom the Employer requires to work beyond nine (9) hours during any day, shall receive a differential of twenty-five (25) cents per hour over their regular hourly rate of pay for all hours worked in excess of nine (9) hours. This provision for premium pay applies only to hourly paid employees and not to employees working in classifications compensated on an incentive basis or by tonnage rates.

SECTION 30. REPORTING AND STANDBY TIME

(a) An employee paid on an hourly or piecework basis who is required to report for work and does report and is furnished no work or less than four hours of work for reasons other than an Act of God shall be paid at least four hours for that day at the employee's hourly rate of pay, or the employee's average hourly piece rate earnings.

(b) An employee shall be paid for all time he is required to remain on the job at his hourly rate or average hourly piece rate earnings.

SECTION 31. RECORDS AND PAY PERIODS

(a) Full and accurate records shall be kept, including total hours worked, piece rate or incentive records, total wages and total deductions. Employees shall be furnished a copy of the itemized wages and itemized deductions each pay day, which shall include the employee's daily wage and hour record.

(b) The Union shall have the right to examine time sheets, work production or other records that pertain to employees' compensation in case of a dispute as to pay.

SECTION 32. VACATIONS

(a) Employees who work a total of 1600 hours in either the calendar year preceding the vacation or 12 months immediately preceding the vacation at the Employer's property covered by this Agreement, shall receive one week of paid vacation per year, such vacation pay to be

equal to $1/52$ of the employee's earnings for the 12 months preceding the vacation.

(b) Employees who have worked such total of 1600 hours at the Employer's property covered by this Agreement in each year (calendar year or 12 months immediately preceding annual vacation) of three consecutive years shall receive two (2) weeks paid vacation, such vacation pay to be equal to $2/52$ of the employee's earnings for the 12 months preceding the vacation.

(c) If an employee's vacation period includes one of the holidays set forth in Section 33(a), his vacation period shall be extended to include such holiday. If an employee's vacation period includes one of the holidays set forth in Section 33(e), his vacation period shall be extended to include such holiday, but without pay for that day.

(d) Vacation schedules shall be mutually agreed upon except if more employees, in the judgment of the Employer, want a particular vacation period than can be reasonably spared, the worker with the highest seniority shall have first preference for the vacation period.

(e) If an employee is entitled to a paid vacation and requests the pay so due him prior to taking the vacation, he shall be paid the sum of money he is entitled to.

SECTION 33. HOLIDAYS

(a) An employee shall receive eight (8) hours pay at his average hourly rate of earnings for the following holidays:

1. Christmas Day.
2. Labor Day.
3. July Fourth.

(b) In the event an employee works on any holiday enumerated in sub-paragraph (a) above, he shall be paid time and one-half in addition to his holiday pay.

(c) When a holiday falls on a Sunday, the following Monday shall be observed as a holiday.

(d) To be eligible for holiday pay as provided in subparagraph (a) above, an employee must work at least one (1) day during the week in which the holiday falls, and, if work is available, work the work day next preceding and the work day next following the holiday. These requirements are waived if the employee is on leave of absence due to illness during the entire week in which the holiday falls.

(e) Work performed on the following named holidays shall be paid at time and one-half the employee's regular rate of pay:

1. Thanksgiving Day.
2. New Year's Day.
3. Good Friday.

SECTION 34. SPECIAL BENEFITS FUND

(a) Purpose of Fund: The purpose of this Fund is to provide for health and welfare benefits and/or life insurance benefits and/or pensions as agreed upon by the parties. The parties shall agree upon the final purpose or purposes for which the monies accumulated shall be used and all of the conditions applicable to such use on or before sixty (60) days prior to April 3, 1968. If the parties are unable to so agree by that date then all disputes and differences shall be submitted

for final and binding arbitration to Sam Kagel and Ronald Haughton, or if both of them cannot then serve, to the one who is available, and if neither can serve, then to an arbitrator selected from a list of five names submitted to the parties by the California State Conciliation Service.

(b) Employer Contribution: Commencing as of March 13, 1967 the Employer shall contribute ten cents (10¢) per hour for each hour worked by all employees covered by this Agreement to this Fund.

(c) The Trust Fund and Trust Agreement: The monies to be contributed hereunder shall be paid into a trust which shall forthwith be established by an equal number of representatives of the Employer and the Union for the sole and exclusive benefit of the employees of such Employer, and their families and dependents (or of such employees, families and dependents jointly with the employees of other employers making similar payments, and their families and dependents): Provided that (A), such payments shall be held in trust for the purpose of paying, either from principal or income or both, for the benefit of employees, their families, and dependents, for medical, dental, or hospital care, pension or retirement of employees or life insurance or insurance to provide any of the foregoing; (B), the detailed basis on which such payments are to be made shall be specified in a written agreement with the Employer, and employees and Employer are equally represented in the administration of such fund. In the event the Employer and Employee trustees deadlock on the administration of such fund, Sam Kagel shall, acting as arbitrator, decide such dispute and his decision shall be final and binding. If Sam Kagel is unable to serve, then an arbitrator shall be selected from a list of five names supplied by the California State Conciliation Service.

The Agreement between the parties shall also provide for an annual audit of the trust fund by a Certified Public Accountant, a statement of the results of which shall be available for inspection by interested persons at the principal office of the Trust Fund. If payments are intended to be used for the purpose of providing pensions for employees, then such payments shall be made to a separate trust fund which provides that the funds held therein cannot be used for any purpose other than paying such pensions.

(d) The Special Benefits Fund referred to in this Section shall be the Fund referred to in Section 35 of the Collective Bargaining Agreement between United Farm Workers Organizing Committee, AFL-CIO, and Di Giorgio Fruit Corporation (Sierra Vista Ranch, Delano, California; Borrego Springs Ranch, Borrego Springs, California; Di Giorgio Farms, Arvin, California) effective April 3, 1967. However, the contributions to said Fund by the Employer subject to this Agreement shall be the amounts set forth above in paragraph (b) of this Section 34. If for any reason the Employer is not permitted to contribute to the Fund referred to in Section 35 of the Collective Bargaining Agreement between United Farm Workers Organizing Committee, AFL-CIO and Di Giorgio Fruit Corporation referred to above, the Union and the Employer subject to this Agreement shall establish a Special Benefits Fund of their own, subject, however, to paragraphs (a), (b) and (c) of this Section 34.

(e) Some employees of the Employer who are subject to this Agreement are covered by an existing health and welfare plan of the Em-

ployer. The provisions of Section 3 of this Agreement do not prevent the Employer from discontinuing coverage for such employees under its existing health and welfare plan on April 3, 1968.

SECTION 35. GRIEVANCE PROCEDURE

(a) The parties to this Agreement agree that as to all differences, misunderstandings, or disputes which arise between the Employer and the Union out of the interpretation or application of this Agreement, including but not limited to discharges and wages, an earnest effort shall be made to settle same immediately, as follows:

(b) First Step: Within 24 hours of notice from one party to the other, the matter shall be taken up between the immediate supervisor, representing the Company, and the Union steward, and they shall use their best good faith efforts to resolve the grievance.

(c) Second Step: In the event they are unable to adjust the dispute within one work day, the matter shall be taken up by an official of the Union and the Personnel Manager of the Employer.

(d) Third Step: In the event that these parties can not resolve the dispute within five (5) working days, the matter shall be submitted to an impartial arbitrator for a decision which shall be final and binding on all parties. The said impartial arbitrator shall be selected by the parties. In the event that the parties are unable to agree upon an impartial arbitrator, he shall be selected from a list of five (5) persons submitted to the parties by the California State Conciliation Service. Each party shall alternately strike one name from said list (the first strike being determined by the flip of a coin) and the last name remaining shall be the impartial arbitrator. If said individual is unwilling or unable to serve, the next to last name struck from the list shall be the impartial arbitrator. If said individual is likewise unable or unwilling to serve, the parties shall request a new list of five (5) names from the California State Conciliation Service and the process shall be repeated.

(e) Grievance Committee: Two grievance committees of five (5) workers each shall be established by the Union, which may participate in any step of the grievance. There shall be one (1) such committee at the Napa-St. Helena and Vicinity operations and one (1) such committee at the Reedley-Alta Vista and Vicinity operations.

(f) Harmonious Working Relations: Any claim by the Union that action on the job of any non-bargaining unit employee is disrupting harmonious working relations may be taken up as a grievance.

(g) Failure to file the grievance within thirty (30) days from the date that such grievance came to the notice of the moving party shall constitute a waiver of said grievance, provided, however, that a grievance on discharge shall be filed within five (5) days from the date that it comes to the attention of the Union, and failure to file such a grievance within five (5) days shall constitute a waiver thereof. In computing time under this Section, Sundays and holidays will be excluded.

(h) Union Security or Hiring Disputes: Disputes arising between the Union and the Employer under Recognition, Union Security or Hiring shall be taken up directly in the second step and shall pro-

ceed immediately to arbitration if said persons cannot resolve the dispute within five (5) days.

(i) **Arbitration Procedures:** All testimony taken at arbitration hearings shall be taken under oath, reported and transcribed. The expenses and fees of the arbitrator and reporter, and the cost, if any, of a hearing room shall be shared equally between the Employer and the Union. All other expenses incident to arbitration shall be borne by the party incurring them.

(j) **Arbitrator's Authority:** The impartial arbitrator shall not modify any provision or provisions of this Agreement.

SECTION 36. MODIFICATION

No provision or term of this Agreement may be amended, modified, changed, altered or waived except by the parties hereto.

SECTION 37 WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement, provided, however, that this waiver shall not be applicable to the creation of new jobs, changes in existing jobs, classification or changes in existing practices with respect to hours or conditions of work.

SECTION 38. SAVINGS CLAUSE

In the event any portion of this Agreement shall become ineffective as the result of any applicable local, state or federal law, only that portion of the Agreement so affected shall be ineffective; in no event shall the fact that a portion of this Agreement be not applicable or illegal in accordance with such laws render the remainder of the Agreement ineffective or work a termination.

SECTION 39. EFFECTIVE DATE AND DURATION OF AGREEMENT

(a) Except as different effective dates are specifically stated in particular sections of the Agreement, this Agreement shall be effective March 13, 1967.

(b) This Agreement shall remain in full force and effect until March 13, 1970 and shall be automatically renewed from year to year thereafter unless either party gives written notice of a desire to modify, amend or terminate this Agreement at least ninety (90) days prior to

March 13, 1970 or any subsequent March 13. Negotiations concerning modifications or amendments of this Agreement under this paragraph of the Agreement shall begin not later than thirty (30) days after receipt of the written notice to modify or amend. During negotiations beyond March 13, 1970 this Agreement shall remain in full force and effect unless either party thereafter gives the other party twenty (20) days notice in writing terminating the Agreement.

(c) Notifications provided for in this Section shall be made by certified or registered mail.

This Agreement signed at San Francisco, California on September 8, 1967.

For United Farm Workers Organizing Committee, AFL-CIO:

For Mont La Salle Vineyards (Christian Bros.—Napa, St. Helena and Vicinity, and Reedly, Alta Vista and Vicinity):

HUBERT SHIEFELBEIN, *President.*

APPENDIX A

I

HOURLY WAGE RATES

NAPA—ST. HELENA AND VICINITY

Classification	Effective	Effective	Effective
	Mar. 13, 1967	Mar. 13, 1968	Mar. 13, 1969
General labor.....	1.80	1.85	1.90
Pruning.....	1.80	1.85	1.90
Thinning.....	1.80	1.85	1.90
Tractor driver:			
NAPA.....	2.05	2.10	2.15
St. Helena.....	2.00	2.05	2.10
Multiequipment operator.....	2.35	2.40	2.45
Foreman.....	2.35	2.40	2.45
Special pruning.....	2.05	2.10	2.15
Budding:			
Beginner.....	2.60	2.65	2.70
Experienced.....	3.60	3.65	3.70
Bud cutter, experienced.....	2.35	2.40	2.45
Grafting:			
Beginner.....	2.60	2.65	2.70
Experienced.....	3.60	3.65	3.70

II

HOURLY WAGE RATE

REEDLEY—ALTA VISTA AND VICINITY

Classification	Effective	Effective	Effective
	Mar. 13, 1967	Mar. 13, 1968	Mar. 13, 1969
General labor.....	1.75	1.85	1.90
Pruning.....	1.75	1.85	1.90
Thinning.....	1.75	1.85	1.90
Tractor driver.....	1.85	1.95	2.00
Irrigators.....	1.85	1.95	2.00

III

INCENTIVE WAGE RATES: NAPA—ST. HELENA AND VICINITY

Incentive or piece rates apply to employees engaged in harvesting.

(a) Effective March 13, 1967 all piece work or incentive rates shall be adjusted to reflect a thirty-five cent (35¢) per hour increase. Piece workers shall have guaranteed earnings of not less than the basic minimum hourly rate.

(b) Effective March 13, 1968 all piece work or incentive rates shall be adjusted to reflect a five cent (5¢) per hour increase. Piece workers shall have guaranteed earnings of not less than the basic minimum hourly rate.

(c) Effective March 13, 1969 all piece work or incentive rates shall be adjusted to reflect a five cent (5¢) per hour increase. Piece workers shall have guaranteed earnings of not less than the basic minimum hourly rate.

(d) It is understood and agreed by the parties that conditions of nature make it impossible to establish the piece or tonnage rates for harvesting grapes at Napa—St. Helena and Vicinity prior to the month of August at the earliest. The parties will therefore endeavor to agree in the month of August, 1967 as to the appropriate piece or tonnage rates for harvesting grapes to be applicable in the 1967 harvesting period, said piece or tonnage rates to be inserted in this Appendix A pursuant to sub-paragraph (a) above. If the parties have not reached agreement by September 1, 1967 as to the appropriate piece or tonnage rates for harvesting grapes in the 1967 season, their differences on this subject shall be referred for decision to an arbitrator as provided for in the grievance procedure, Section 35.

(e) With respect to the year 1968, the parties will endeavor to agree in the month of August, 1968 as to the appropriate piece or tonnage rates for harvesting grapes to be applicable in the 1968 harvesting period, said piece or tonnage rates to be inserted in this Appendix A pursuant to sub-paragraph (b) above. If the parties have not reached agreement by September 1, 1968 as to the appropriate piece or tonnage rates for harvesting grapes in the 1968 season, their differences on this subject shall be referred for decision to an arbitrator as provided for in the grievance procedure, Section 35.

(f) With respect to the year 1969, the parties will endeavor to agree in the month of August, 1969 as to the appropriate piece or tonnage rates for harvesting grapes to be applicable in the 1969 harvesting period, said piece or tonnage rates to be inserted in this Appendix A pursuant to sub-paragraph (c) above. If the parties have not reached agreement by September 1, 1969 as to the appropriate piece or tonnage rates for harvesting grapes in the 1969 season, their differences on this subject shall be referred for decision to an arbitrator as provided for in the grievance procedure, Section 35.

IV

INCENTIVE WAGE RATES: REEDLEY—ALTA VISTA AND VICINITY

Incentive or piece rates apply to employees engaged in harvesting.

(a) Effective March 13, 1967 all piece work or incentive rates shall be adjusted to reflect a thirty-five cent (35¢) per hour increase. Piece workers shall have guaranteed earnings of not less than the basic minimum hourly rate.

(b) Effective March 13, 1968 all piece work or incentive rates shall be adjusted to reflect a ten cent (10¢) per hour increase. Piece workers shall have guaranteed earnings of not less than the basic medium hourly rate.

(c) Effective March 13, 1969 all piece work or incentive rates shall be adjusted to reflect a five cent (5¢) per hour increase. Piece workers shall have guaranteed earnings of not less than the basic minimum hourly rate.

(d) It is understood and agreed by the parties that conditions of nature make it impossible to establish the piece or tonnage rates for harvesting grapes at Reedley-Alta Vista and Vicinity prior to the month of August at the earliest. The parties will therefore endeavor to agree in the month of August, 1967 as to the appropriate piece or tonnage rates for harvesting grapes to be applicable in the 1967 harvesting period, said piece or tonnage rates to be inserted in this Appendix A pursuant to sub-paragraph (a) above.

(e) With respect to the year 1968, the parties will endeavor to agree in the month of August, 1968 as to the appropriate piece or tonnage rates for harvesting grapes to be applicable in the 1968 harvesting period, said piece or tonnage rates to be inserted in this Appendix A pursuant to sub-paragraph (b) above.

(f) With respect to the year 1969, the parties will endeavor to agree in the month of August, 1969 as to the appropriate piece or tonnage rates for harvesting grapes to be applicable in the 1969 harvesting period, said piece or tonnage rates to be inserted in this Appendix A pursuant to sub-paragraph (c) above.

V

GONDOLA CREWS FOR PICKING

Crews for picking in gondolas will consist of four (4) men to a crew. However, this does not preclude the use of more men if the crew desires more, or if the employer discovers more men are needed for normal production.

To the United Farm Workers Organizing Committee:

We of the Novitiate of Los Gatos were one of the first to express our willingness to recognize your union and thereby to do our part toward greatly bettering the condition of the farm workers. We first expressed this in a letter to Mr. Chavez in April 1966. Then in May 1966 we met with Mr. Chavez at our vineyards in Modesto. At that time I became quite satisfied that our workers would readily accept your union. Later on I myself met with our workers at Modesto and strongly recommended that they very seriously consider the acceptance of your union.

A long period of time has elapsed since our first meeting with Mr. Chavez and the formation of this contract which we are signing today. This was due partially to the fact that your union was at times just about completely absorbed in long and difficult struggles with some major corporations in the industry—which struggles we are glad to know, turned out successfully for you. This delay in making the contract was also caused partially by the fact that we felt it reasonable for the Novitiate of Los Gatos, a small and minor corporation, to wait for wage standards and other terms to be set by the majors in the industry.

We feel that our dealings with your union have been most friendly. In relatively few meetings we came quite easily to agreement on the terms of the contract. We are very grateful to Mr. Chavez and Mrs. Huerta for their friendly cooperation with us, also to our counsel, Mr. De Martini, for his guidance and advice through our negotiations.

Both Mr. De Martini and I are very pleased to be here today. We could have signed this contract at the Novitiate of Los Gatos and mailed it here for your signature, but we wanted to come here to Delano to sign it with you and to see personally what you are doing here in this center of the great drive to uplift and ennoble the farm worker everywhere. Our prayers and sincere best wishes are with you and will stay with you.

Father FRANCIS J. SILVA, S.J.,
Rector of Novitiate of Los Gatos.

On the occasion of the signing of the collective bargaining agreement between the Novitiate of Los Gatos and United Farm Workers Organizing Committee.

Delano, California, September 15, 1967.

This Agreement is made and entered into by and between the United Farm Workers Organizing Committee (AFL-CIO), hereinafter referred to as "Union," and Novitiate of Los Gatos, hereinafter referred to as "Employer,"

SECTION 1. UNION RECOGNITION

(a) The Employer recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment of all vineyard field workers employed on all agricultural fields owned or leased by the Employer at Modesto, Los Gatos, Almaden and Hollister, California, excluding office and clerical employees, guards and watchmen, plant employees and supervisors who have the right to hire or fire or effectively to recommend the same.

(b) The Employer further recognizes the rights and obligations of the Union to negotiate wages, hours and conditions of employment, and to administer this Agreement on behalf of all covered employees.

(c) The Employer and its representatives will not undermine the Union or promote or finance any competing labor organizations.

(d) The Employer and its representatives will not interfere with the right of any employee to join and assist the Union, and will make known to all employees that they will secure no advantage, more favorable consideration, or any form of special privilege because of non-membership in the Union.

(e) The Employer and its representatives will make known to all employees, supervisors and officers its policies and commitments as set forth above with respect to recognition of the Union, and that employees in the bargaining units should give the utmost consideration to supporting and participating in collective bargaining and contract administration functions.

(f) It is understood and agreed that a substantial percentage of the grape production grown on Employer's vineyards has customarily been harvested by seminarians who are members of the family of the Jesuit Order. The parties agree that notwithstanding the provisions of paragraph (a), Section 1 above, Employer retains and reserves to itself the right to harvest from its vineyards in future years through use of seminarians such percentage of Employer's total grape production as had been harvested in past years by seminarians, without requiring said seminarians to become members of Union.

SECTION 2. MANAGEMENT RIGHTS

Employer retains any and all rights and prerogatives of management it enjoyed prior to the execution of this contract, except as specifically and expressly limited or modified by the provisions of this contract.

SECTION 3. MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment relating to wages, hours of work and general working conditions shall be maintained at no less than the highest standards in effect at the locations covered by this Agreement at the time of the signing of this Agreement; and, conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

SECTION 4. NO DISCRIMINATION

In accordance with the past and present policies of the Employer and of the Union, it is agreed that neither party will discriminate against any employee on the basis of race, creed, color, religion or national origin.

SECTION 5. SUPERVISORS AND BARGAINING UNIT WORK

Supervisors outside of the bargaining unit shall not perform work regularly performed by employees in the bargaining unit except as they have performed such work in accordance with past practice as of July 1, 1967.

SECTION 6. NEW JOB CLASSIFICATION

(a) New job classifications and applicable wage rates may be established and made effective by the Employer in accordance with the following procedure:

(b) The Employer shall notify the Union of its intended action, in writing, within thirty days, whenever possible.

(c) The Union, if it questions the Employer's action, shall do so in writing within five (5) days of Employer's notice, and the parties shall meet with the Employer within five (5) days of such written notice for the purpose of arriving at an agreement on the intended action. Fifteen (15) days after Employer's written notice, if no agreement has been reached earlier, then the Employer may make the job classification and the rate effective.

(d) If the Union thereafter still objects to the Employer's action, it may submit in writing within ten (10) days of the Employer's action, the matter to the arbitrator provided for in the Grievance Procedures, who shall decide the dispute.

(e) The scope of such arbitration shall be the establishment of the job classification, the job content and the job wage rate.

(f) The Employer shall not change or modify any present job so as to remove it from the bargaining unit.

SECTION 7. SUBCONTRACTING

The parties understand and agree that the hazards of agriculture are such that subcontracting by Employer is necessary and proper, but also understand and agree that Employer should not subcontract to the detriment of Union. They consequently agree that Employer shall have the right to subcontract as it has in the past for aerial or ground dusting and spraying, contract grape hauling by truck, maintenance work such as plumbing, electrical, carpentry, etc., and the like. The foregoing are examples only and are not intended as limitations on the Employer's right to subcontract.

SECTION 8. DISCHARGE

(a) The Employer shall have the sole right to discipline and discharge employees for just cause, provided that in the exercise of this right it will not act in violation of the terms of this Agreement.

(b) Prior to any discharge, the Employer shall notify a steward

and/or a Union official and such Union steward shall be present when formal charges are made.

(c) The Union official(s) and/or steward shall have the right to interview discharged employees in private.

(d) Within twenty-four (24) hours after any discharge for just cause, the Union will be notified, in writing, of the reason for discharge.

(e) Individual performance in relation to a piece rate or incentive plan shall not be conclusive evidence for the purpose of disciplining or discharging an employee. This provision shall not, however, constitute any limitation on any of the Employer's rights to discipline or discharge for unsatisfactory work performance.

(f) As used herein, "just cause" includes, but is not limited to, drunkenness on duty or drinking on the job, theft of Employer's property, willful destruction of Employer's property. Complaints that the Employer has violated this paragraph may be taken up through the Grievance Procedures provided in this Agreement.

(g) An employee who has been discharged for drunkenness on duty, drinking on the job, theft or willful destruction of Employer's property may be eligible for rehire, with the consent of the Employer.

SECTION 9. NO STRIKE OR LOCKOUT

(a) During the term of this Agreement, there shall be no cessation of work, whether by strike, walkout or lockout; and, there shall likewise be no boycott or other interference by the Union within the control of the Union, or with the Union's consent or approval, with the sale or distribution of any product or products sold, distributed or marketed by the Employer, including products of any of said Employer's divisions.

(b) If any violation of the foregoing is charged, the parties will proceed forthwith to final and binding arbitration, and in no event will either party violate the provisions of this Section during or after the arbitration. The arbitrator will be State Conciliation Service or if he cannot so act, the arbitrator shall be chosen in the manner provided in Section 33 hereof, but no other provision of Section 33 shall be applicable to any arbitration under this Section.

SECTION 10. PICKET LINES

(a) Refusal to cross a legitimate and bona fide picket line as defined in this Section shall not be deemed a violation of this Agreement. Such a picket line is one established and maintained by a Union, acting independently of the Union party to this Agreement, at or about the premises of an Employer with whom it is engaged in a bona fide dispute over wages, hours or working conditions of employees of said Employer, a majority of which employees it represents as their collective bargaining agency. Collusive picket lines, jurisdictional picket lines, hot cargo picket lines, secondary boycott picket lines, and informational picket lines, demonstration picket lines are not legitimate and bona fide picket line within the meaning of this Agreement.

(b) No employee under this Agreement shall be required to perform work that normally would have been done by employees of another company that is engaged in a strike.

(c) If employees of another employer who are represented by the United Farm Workers Organizing Committee but who are not covered by this Agreement are engaged in a legitimate, bona fide, non-jurisdictional and non-collusive strike concerning wages, hours or working conditions, no employee under this Agreement shall be required to perform work hereunder respecting products that normally, without such strike, would be handled by employees of such other employer, if such products have been handled or are destined to be handled by other workers engaged in strike-bearing activities under established and legitimate union principles.

(d) Any alleged violation of this provision shall proceed forthwith to final and binding arbitration as provided in Section 9(b).

SECTION 11. UNION SECURITY AND CHECK-OFF

(a) All employees presently employed by the Employer within the bargaining unit shall join and remain members of the Union in good standing as a condition of employment within thirty (30) days after the execution date of this Agreement. All employees hired after the execution date of this Agreement shall, not later than the tenth (10th) day after the commencement of their employment, join and remain members of the Union in good standing. The Union shall be the sole judge of the good standing of its members. Tender of the initiation fee, periodic dues and regularly authorized assessments uniformly required of all members of the Union shall constitute compliance with this Section by an employee. Any employee who fails to comply with this section shall be immediately discharged upon written notice from the Union to the Employer.

(b) The Employer agrees to deduct Union initiation fees and monthly dues and remit the monies to the Union not later than the fifteenth (15th) day of the following month. Vacation pay is subject to such deduction.

(c) The Union shall provide Employer with written authorization forms authorizing the above deductions; and, Employer shall use its best efforts, in cooperation with Union, to assure that employees within the bargaining unit execute such authorizations. Said authorizations shall be valid for the term of this Agreement. Employer shall not be required to make any deductions from the wages of employees who have not executed authorizations.

(d) The Employer agrees to furnish the Union, in writing, the names of employees, addresses, Social Security numbers and type of job classifications, on a quarterly basis.

SECTION 12. HIRING HALL

(a) Whenever employees are needed by Employer to perform any work covered by this Agreement, Employer shall notify the Union, in writing, stating the number of employees needed, the type of work to be performed, the starting date of the work and the approximate duration of the job or jobs.

(b) Upon receipt of such notice, the Union shall immediately use its best efforts to furnish the requested employees. If the Union does not furnish such employees within seventy-two (72) hours, or on the date of the beginning of the work (whichever date is later), the Em-

ployer shall be free to procure needed employees not furnished by the Union from any other source, or, notwithstanding the provisions of Section 7, non-employee labor from any other source. The Employer shall, in such event, notify the Union in writing within forty-eight (48) hours of the names and addresses of all employees so hired by Employer.

(c) Preference in referral shall be given to persons coming within the terms of the Seniority provision and the Work Opportunity provision.

(d) Employer shall have the unqualified right to refuse to employ any person referred by the Union if, on or after the execution date of this contract, that person has been discharged for cause by Employer and the discharge was sustained on appeal, or if such discharge was not appealed.

SECTION 13. SENIORITY

(a) When filling vacancies or making promotions, transfers, re-classifications or demotions, Employer will give preference to employees with the greatest length of continuous service, provided that qualifications and ability are equal.

(b) Seasonal layoffs shall not constitute a break in the continuity of service. Layoffs and re-employment after layoffs shall be on the basis of continuous service.

(c) Employer shall furnish an up-to-date list of all employees on a quarterly basis. Seniority shall begin after eleven (11) days worked and shall be retroactive to date of hire.

(d) Seniority shall be deemed broken when an employee quits, is discharged for cause, or when, on seasonal layoff, fails to return the following season when needed.

SECTION 14. WORK OPPORTUNITY

If less than the normal work opportunity is available, preference shall be given to employees of the regular full-time work force.

SECTION 15. SAFETY COMMITTEE

(a) A joint safety committee consisting of equal numbers of employee representatives selected by the Union, and representatives selected by the Employer shall be established.

(b) The Safety Committee shall consider existing practices and rules relating to safety, formulate suggested changes in existing practice and rules, and make recommendations to local management with respect to the adoption of new rules and practices.

SECTION 16. HEALTH AND SAFETY

(a) Sanitary Facilities: There shall be adequate toilet facilities in the field, readily accessible to employees, that will be maintained in a clean and sanitary manner. These may be portable facilities and shall be maintained at the rate of one for every thirty-five (35) employees, insofar as possible.

(b) **Drinking Water:** Each place where there is work being performed shall be provided with suitable cool, potable drinking water convenient to employees. Individual paper cups shall be provided.

(c) **First Aid:** Adequate first aid supplies shall be provided and kept clean and sanitary in a dust-proof container.

(d) **Protective Garments:** Protective garments, tools and equipment necessary to safeguard the health of, or to prevent injury to, an employee's person shall be provided, maintained and paid for by the Employer. Among these, but not limited to, are gloves for gondola pickers, protective equipment for sprayers, umbrellas for tractor drivers, and hooks or jacks ladders for pipemen.

(e) Employees will not be required to work when in good faith they believe that existent conditions will immediately endanger their health and safety.

SECTION 17. CAMP HOUSING

Rentals to employees of available camp housing on the Employer's premises, if any, shall continue to be made to employees on a non-discriminatory basis and without favoritism. The factors of race, color, creed, religion or national origin shall continue not to be considered in the distribution of any such available rentals.

SECTION 18. OPERATION OF HOUSING AND CAMPS

(a) Housing, camps and meal service, if and when operated by the Employer, shall be operated on a non-profit basis. Notwithstanding the Maintenance of Standards clause of this Agreement, the Employer may adjust the rates charged employees for housing, camps and meal service so long as the non-profit principles established in this subsection is not violated.

(b) Where the Employer presently provides free sleeping accommodations in its camps, it shall continue to do so.

SECTION 19. LEAVES OF ABSENCE; JURY PAY

A leave of absence shall be granted to employees on the seniority list for any of the following reasons without loss of seniority:

- (i) For jury duty or when subpoenaed as a witness;
- (ii) Up to one (1) year in the event of his illness or injury. The Employer may extend the period of such leave;
- (iii) Such employee shall, while serving on jury duty, receive from the Employer the difference in pay between his jury pay and his regular wages, for the duration of such jury service.

SECTION 20. LEAVES OF ABSENCE FOR UNION BUSINESS

(a) Any employee elected or appointed to an office or position in the Union shall be granted a leave of absence for a period of continuous service with the Union. Fifteen (15) days' notice must be given the Employer before the employee takes leave to accept such office or position or chooses to return to work. Such leave of absence will be without pay. (Seniority shall not be broken or suspended by reason of such leave.)

(b) A leave of absence shall also be granted for temporary leave to attend Union business, provided five (5) days' notice is given.

(c) The leaves of absence referred to in subparagraphs (a) and (b) shall be restricted to no more than one employee at any one time. Thus, only one employee may be given a leave of absence under subparagraphs (a) and (b) at the same time.

SECTION 21. MILITARY LEAVE

In the event an employee of the Employer serves in the armed forces pursuant to the Selective Service Act, he shall not lose any seniority rights or other benefits. Upon discharge from the military, he shall be granted a job equal to that which he would have had with the Employer had he remained in continual employment of the Employer.

SECTION 22. RIGHT OF ACCESS TO EMPLOYER PROPERTY

Employer agrees to admit to the Employer's property covered by this Agreement the authorized representatives of the Union for the purposes of collecting dues, observing the application of this Agreement, and adjusting grievances. Union representatives shall advise the Employer of such visits in advance by notifying the Employer or its designated representative.

SECTION 23. BULLETIN BOARDS

The Employer will provide bulletin boards, placed at such central locations as the Union may designate, subject to the approval of the Employer, upon which the Union may post its formal notices.

SECTION 24. TAX WITHHOLDING

Employer shall deduct federal income tax in accordance with standard practices, with scaled dependent deductions, for employees agreeing in writing to such withholding. This Section shall only apply if permitted by federal law.

SECTION 25. CREDIT UNION WITHHOLDING

Upon proper written employee authorization, deductions as provided in such authorization shall be made by the Employer for the Farm Workers Credit Union, and such monies forwarded to that organization.

SECTION 26. WAGES

(a) Wages from July 1, 1967, until June 30, 1968: All hourly rated employees shall receive a 25¢ per hour wage increase effective July 1, 1967; and, all wage rates shall be raised 25¢ per hour. The basic minimum hourly rate at Modesto shall be \$1.75 per hour, at Los Gatos \$1.80 per hour, and at Almaden Valley and Hollister \$1.80 per hour.

(b) Pieceworkers shall have guaranteed earnings not less than the basic minimum hourly rate.

(c) The parties shall forthwith agree to a schedule of wage rates in accordance with paragraphs (a) and (b) above; and, such schedule shall be marked Appendix "A," attached to this Agreement, and be considered a part hereof. This schedule shall set forth the classifications and applicable hourly rates. It shall also set forth the piece rates and tonnage rates. Any differences between the parties relative to formulating Appendix "A" shall be referred for decision to the arbitrator provided for in the Grievance Procedures, Section 33.

(d) Wages as of July 1, 1968: Effective July 1, 1968, the hourly wage rates set forth in Appendix "A" shall be increased 10¢ per hour at Modesto and 5¢ per hour at Los Gatos, Almaden Valley and Hollister. The Basic minimum hourly rate shall be \$1.85 per hour at Modesto, \$1.85 per hour at Los Gatos, and \$1.85 per hour at Almaden Valley and Hollister. Pieceworkers shall have guaranteed earnings of not less than the basic minimum hourly rates.

(e) Wages as of July 1, 1969: Effective July 1, 1969, the hourly wage rates set forth in Appendix "A" shall be increased 5¢ per hour at Modesto, Los Gatos, Almaden Valley and Hollister. The basic minimum hourly rate shall be \$1.90 per hour at Modesto, Los Gatos, Almaden Valley and Hollister. Pieceworkers shall have guaranteed earnings of not less than the basic minimum hourly rates.

SECTION 27. HOURS

(a) Employees required by the Employer to work beyond nine (9) hours in any day will be paid the sum of twenty-five (25¢) cents for each hour worked in excess of nine (9) hours, in addition to their regular hourly pay. This provision regarding premium pay shall not be applicable to irrigators unless such work performed by such irrigators requires them to work continuously for more than nine (9) hours in any day.

(b) Relief Periods: Farm workers are entitled to reasonable and necessary time off for relief. Relief periods shall be fifteen (15) minutes for every four (4) hours worked, falling around the mid-point of the work involved, provided that relief not taken by the employee shall not be compensable time, and further provided that relief time not taken in any forenoon by choice of the worker may be cumulated and taken in the afternoon of the same day.

(c) Day of Rest: Each farm worker shall be entitled to one (1) full day (24 hours) off without pay each payroll week. Insofar as possible, the work shall be arranged so that each worker will have Sunday off.

SECTION 28. REPORTING AND STANDBY TIME

(a) An employee paid on an hourly or piecework basis, who is required to report for work and does report and is furnished no work or less than four (4) hours of work for reasons other than an act of God, shall be paid at least four (4) hours for that day, at the employee's hourly rate of pay, or the employee's average hourly piece rate earnings.

(b) An employee shall be paid for all time he is required to remain on the job at his hourly rate or average hourly piece rate earnings.

SECTION 29. RECORDS AND PAY PERIODS

(a) Full and accurate records shall be kept, including total hours worked, piece rate or incentive records, total wages and total deductions. Employees shall be furnished a copy of the itemized wages and itemized deductions each pay day, which shall include the employee's daily wage and hour record.

(b) The Union shall have the right to examine time sheets, work production or other records that pertain to employees' compensation in case of a dispute as to pay.

SECTION 30. VACATIONS

(a) Employees who work a total of 1,600 hours in either the calendar year preceding the vacation or twelve months immediately preceding the vacation at the Employer's property covered by this Agreement shall receive one week of paid vacation per year. Such vacation pay is to be equal to $1/52$ of the employee's earnings for the twelve months preceding the vacation.

(b) Employees who have worked such total of 1,600 hours at the Employer's property covered by this Agreement in each year (calendar year or twelve months immediately preceding annual vacation) of three consecutive years shall receive two (2) weeks' paid vacation, such vacation pay to be equal to $2/52$ of the employee's earnings for the twelve months preceding the vacation.

(1) If an employee's vacation period includes one of the holidays set forth in Section 31, his vacation period shall be extended to include such holiday, but without pay for that day.

(d) Vacation schedules shall be mutually agreed upon except if more employees in the judgment of the Employer want a particular vacation period than can be reasonably spared, the worker with the highest seniority shall have first preference for the vacation period.

(e) If an employee is entitled to a paid vacation and requests the pay so due him prior to taking the vacation, he shall be paid the sum of money he is entitled to.

SECTION 31. HOLIDAYS

(a) Time worked on holidays hereinafter enumerated shall be at one and one-half times the regular rate of pay for work performed.

(b) The following days shall be the holidays referred to in (a) above: New Year's Day, Good Friday, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day.

(c) An employee shall receive eight (8) hours' pay at his average hourly rate of earnings for the following three of the above-named holidays: Fourth of July, Labor Day, Christmas Day.

(d) If any of the above-mentioned six holidays falls on an employee's weekly scheduled day of rest, the following work day shall be considered as the "holiday" for the purpose of this Section. This Section shall not apply to employees who do not report to work at least one (1) day during the calendar week in which any of said three holidays falls.

SECTION 32. SPECIAL BENEFITS FUND

(a) Purpose of Fund: The purpose of this Fund is to provide for health and welfare benefits and/or life insurance benefits and/or pensions as agreed upon the final purposes or purposes for which the monies accumulated shall be used and all of the conditions applicable to such use on or before sixty (60) days prior to July 1, 1968. If the parties are unable to so agree by that date, then all disputes and differences shall be submitted for final and binding arbitration to Conciliation Service, or to an arbitrator selected from a list of five (5) names submitted to the parties by the California State Conciliation Service.

(b) Employer Contribution: Commencing as of July 1, 1967, the Employer shall contribute ten (10¢) cents per hour for each hour worked by all employees covered by this Agreement to this Fund.

(c) The Trust Fund and Trust Agreement: The monies to be contributed hereunder shall be paid into a trust which shall forthwith be established by an equal number of representatives of the Employer and the Union, for the sole and exclusive benefit of the employees of such Employer, and their families and dependents (or of such employees, families and dependents jointly with the employees of other employers making similar payments, and their families and dependents): Provided that (a) such payments shall be held in trust for the purpose of paying, either from principal or income or both, for the benefit of employees, their families and dependents, for medical, dental or hospital care, pension, or retirement of employees or life insurance or insurance to provide any of the foregoing; (b) the detailed basis on which such payments are to be made shall be specified in a written agreement with the Employer, and employees and Employer are equally represented in the administration of such fund. In the event the Employer and the employee trustees deadlock on the administration of such fund, ----- shall, acting as arbitrator, decide such dispute, and his decision shall be final and binding. If ----- is unable to serve, then an arbitrator shall be selected from a list of five (5) names supplied by the California State Conciliation Service.

The agreement between the parties shall also provide for an annual audit of the Trust Fund by a Certified Public Accountant, a statement of the results of which shall be available for inspection by interested persons at the principal office of the Trust Fund. If payments are intended to be used for the purpose of providing pensions for employees then such payments shall be made to a separate trust fund which provides that the funds held therein cannot be used for any purpose other than paying such pensions.

(d) The Special Benefits Fund referred to it in this Section shall be the Fund referred to in Section 35 of the Collective Bargaining Agreement between the United Farm Workers Organizing Committee (AFL-CIO) and the DiGiorgio Fruit Corporation, effective April 3, 1967; however, the contributions to said Fund by the Employer subject to this Agreement shall be the amounts set forth in subparagraph (b) of this Section.

SECTION 33. GRIEVANCE PROCEDURES

(a) The parties to this Agreement agree that as to all differences, misunderstandings or disputes which arise between the Employer and the Union out of the interpretation or application of this Agreement, including but not limited to discharges and wages, an earnest effort shall be made to settle same immediately, as follows:

(b) First Step: Within twenty-four (24) hours of notice from one party to the other, the matter shall be taken up between the immediate supervisor, representing the Employer, and the Union steward, and they shall use their best good-faith efforts to resolve the grievance.

(c) Second Step: In the event they are unable to adjust the dispute within one (1) work day, the matter shall be taken up by an official of the Union and the Personnel Manager of the Employer.

(d) Third Step: In the event that these parties cannot resolve the dispute within five (5) working days, the matter shall be submitted to an impartial arbitrator for a decision which shall be final and binding on all parties. The said impartial arbitrator shall be Conciliation Service. In the event that _____ shall not be available, then an arbitrator shall be selected from a list of five (5) persons submitted to the parties by the California State Conciliation Service.

(e) Grievance Committee: A grievance committee of three (3) workers shall be established by the Union, which may participate in any step of the grievance.

(f) Harmonious Working Relations: Any claim by Union that action on the job of any non-bargaining unit employee is disrupting harmonious working relations may be taken up as a grievance.

(g) Failure to file the grievance within thirty (30) days from the date that such grievance came to the notice of the moving party shall constitute a waiver of said grievance, provided, however, that a grievance on discharge shall be filed within five (5) days from the date that it comes to the attention of the Union, and failure to file such a grievance within five (5) days shall constitute a waiver thereof. In computing time under this Section, Sundays and holidays will be excluded.

(h) Union Security or Hiring Disputes: Disputes arising between the Union and the Employer under Recognition, Union Security or Hiring shall be taken up directly in the second step and shall proceed immediately to arbitration if said persons cannot resolve the dispute within five (5) days.

(i) Arbitration Procedures: All testimony taken at arbitration hearings shall be taken under oath, reported and transcribed. The expenses and fees of the arbitrator and reporter, and the cost, if any, of a hearing room shall be shared equally between the Employer and the Union. All other expenses incident to arbitration shall be borne by the party incurring them.

(j) Arbitrator's Authority: The impartial arbitrator shall not modify any provision or provisions of this Agreement.

SECTION 34. MODIFICATION

No provision or term of this Agreement may be amended, modified, changed, altered or waived except by the parties hereto.

SECTION 35. WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement, provided, however, that this waiver shall not be applicable to the creation of new jobs, changes in existing jobs, classification or changes in existing practices with respect to hours or conditions of work.

SECTION 36. SAVINGS CLAUSE

In the event any portion of this agreement shall become ineffective as the result of any applicable local, state or federal law, only that portion of the Agreement so affected shall be ineffective; in no event shall the fact that a portion of this Agreement be not applicable or illegal in accordance with such laws render the remainder of the Agreement ineffective or work a termination.

SECTION 37. EFFECTIVE DATE, ANNUAL REVIEWS AND DURATION OF AGREEMENT

(a) Except as different effective dates may be specifically stated in particular Sections of this Agreement, this Agreement shall be effective July 1, 1967.

(b) Not later than ninety (90) days prior to July 1, 1970, either party may propose to the other, in writing, modifications or amendments to the following Sections of the Agreement: Section 26 and Appendix "A," Wages; Section 27, Hours; Section 30, Vacations; Section 31, Holidays; Section 32, Special Benefits Fund, including in this section amount of Employer contributions. The parties shall negotiate on such proposals and whatever remains unsettled between them shall be submitted to final and binding arbitration thirty (30) days prior to July 1, 1970. The parties by mutual agreement may extend the period for negotiation and extend the date for arbitration, but any negotiated settlements or arbitration awards, whenever made, shall be for the full year July 1, 1970, to July 1, 1971. The arbitrator shall be Conciliation Service, or if he cannot then serve, then the arbitrator shall be selected by the parties from a list of five (5) names submitted by the California State Conciliation Service.

(c) This Agreement shall remain in full force and effect until July 1, 1970, and shall be automatically renewed from year to year thereafter unless either party gives written notice of a desire to modify, amend or terminate this Agreement, at least ninety (90) days prior to

July 1, 1970, or any subsequent July 1. Negotiations concerning modifications or amendments of this Agreement under this paragraph of the Agreement shall begin not later than thirty (30) days after receipt of the written notice to modify or amend, and shall remain in effect during negotiations unless twenty days' notice for termination is given.

SECTION 38. SUCCESSOR CLAUSE

(a) The agreement to recognize the Union, herein contained in Section 1(a), shall be binding upon the successors, administrators, executors and assigns of the parties hereto. In the event an operation is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy, such operation shall continue to be subject to said recognition agreement. It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this contract. The Employer shall give notice of the provisions of this clause to any purchaser, transferor, lessee, assignee, etc., of the operation covered by this agreement or any part thereof. Such notice shall be in writing, with a copy to the Union, at the time the seller, transferor or lessor executes a contract or transaction as herein described.

(b) This successor clause shall terminate and be of no further force and effect. If and when collective bargaining rights are granted to farm workers by national or state statute duly passed and in full force and effect.

This agreement, signed at Delano, California, on Sept. 15, 1967.

UNITED FARM WORKERS ORGANIZING
COMMITTEE (AFL-CIO),

By CESAR E. CHAVEZ.

NOVATE OF LOS GATOS,

By FRANCIS J. SILVA, S. J.

UNITED FARM WORKERS
ORGANIZING COMMITTEE, AFL-CIO,
Delano, Calif., March 18, 1968.

BOREN CHERTKOV, Esq.,
Associate Counsel, U.S. Senate, Committee on Labor and Public Welfare, Subcommittee on Migratory Labor, Washington, D.C.

DEAR MR. CHERTKOV: Mr. Martin Garbus of the ACLU has referred to me your letter of February 13 in which you request copies of the papers involved in the "first suit filed by Baldwin's attorney, Jerome Cohen" and papers in the Texas case. I assume that you first refer to "United Farm Workers Organizing Committee, AFL-CIO vs. Giumarra Vineyards Corp., et al, Real Parties in Interest, and Kern County Superior Court, Respondent," and I am therefore sending you copies of the Preliminary Injunction, Writ of Prohibition and the papers from the appeal in this action, together with the Complaint in the Texas matter, "Medrano v. Allee."

Since the United Farm Workers Organizing Committee, AFL-CIO, is not protected by the National Labor Relations Act, we must rely heavily on our boycott activities and on our picketlines at the jobsites.

Our picketing activities are designed to reduce the work force which the struck growers can employ. To combat the effect of our picketline, the growers have engaged in various illegal activities in violation of the California Labor Code, the Secretary of Labor's "greencard" (Form I-151) regulation and the Federal Immigration laws. We have many suits involving these violations and would be happy to supply you with information concerning them if you so desire.

To combat the effects of our boycott, Giumarra Vineyards Corporation and the sister companies of Giumarra falsely label their grapes. We have filed suit

aimed at correcting this practice and will send you information on this also, if you request it.

There have been many instances of violence and many threats of violence which I believe would not have occurred had there been an orderly procedure and method by which the farmworkers could have asserted their rights after we had organized the majority of the workers at Giumarra.

We can also supply information as to this industrial strife and unrest, as well as information concerning interference with freedom of association and organization.

Another area which I believe compels enactment of S. 8 is the fact that, until the farmworkers have an orderly procedure under which they can assert their right to collectively bargain, they will be compelled to spend much of their time and energy acting as a private law enforcement agency. The current situation compels us to spend much of our time trying to get the California Labor Commissioner, the Food and Drug Administration and the Immigration and Naturalization Service to enforce the laws within their respective jurisdictions, since enforcement of these laws is essential to our organizational efforts.

Please contact us if you need additional information.

Very truly yours,

JEROME COHEN.

In the District Court of Appeal, Fifth Appellate District, State of California

No. —

UNITED FARM WORKERS ORGANIZING COMMITTEE, AFL-CIO, AN UNINCORPORATED
LABOR ORGANIZATION; AND CESAR CHAVEZ, PETITIONERS

v.

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF KERN, RESPONDENTS

GIUMARRA BROS. FRUIT CO., A LIMITED PARTNERSHIP; GIUMARRA FARMS, INC., A
CALIFORNIA CORPORATION; AND GIUMARRA VINEYARDS CORPORATION, A CALI-
FORNIA CORPORATION, REAL PARTIES IN INTEREST

PETITION FOR ALTERNATIVE AND PEREMPTOR WRIT OF PROHIBITION

Petitioners respectfully allege:

I

Petitioner United Farm Workers Organizing Committee, AFL-CIO is an unincorporated labor organization and petitioner Cesar Chavez is director of said organization.

II

The real parties in interest in this matter are: Giumarra Brothers Fruit Company which is a limited partnership duly organized and existing under and by virtue of the laws of the State of California with its principal place of business in the County of Kern, California, engaged in the planting, harvesting and processing of agricultural products; Giumarra Farms, Inc., which is a corporation duly organized and existing under and by virtue of the laws of the State of California with its principal place of business in the County of Kern, California, engaged in the planting, harvesting and processing of agricultural products; and Giumarra Vineyards Corporation which is a corporation duly organized and existing under and by virtue of the laws of the State of California with its principal place of business in the County of Kern, California, engaged in the planting, harvesting and processing of agricultural products.

III

Since August 3, 1967, and continuing to this date, petitioner United Farm Workers Organizing Committee, AFL-CIO has been engaged in a strike against the Giumarra Brothers Fruit Company, Giumarra Farms, Inc., and Giumarra Vineyards Corporation. Petitioners have engaged in peaceful picketing at approximately twenty ranches in Kern County since August 3rd. Until August 18th, petitioners spoke to workers in the fields about the advantages of joining the union. Many of these workers were often hundreds of feet from the speaker who could not be heard without the aid of a mechanical device.

IV

On August 7, 1967, a temporary restraining order was issued against petitioners by the Honorable J. Kelly Steele, Judge Presiding in Department Three of the Superior Court for the County of Kern, State of California. A copy of this temporary restraining order is attached hereto and incorporated by reference herein.

V

On August 18, 1967, a preliminary injunction was entered against petitioners by the Honorable Marvin E. Ferguson of Department Four of the Superior Court for the County of Kern, State of California. A copy of the preliminary injunction is attached hereto and incorporated by reference herein. This preliminary injunction included all the provisions of the temporary restraining order. The preliminary injunction added one provision which is the subject of this action. That provision prohibited the petitioners from "using any mechanical device for the purpose of amplifying one's voice and directing the same toward plaintiffs' employees while plaintiffs' employees are engaged in their work for plaintiffs."

VI

In adding the above provision to said preliminary injunction, respondent acted in excess of its jurisdiction, in that this provision is an unconstitutional infringement upon petitioners' right to freedom of speech.

VII

By virtue of this provision, respondent, the Superior Court in and for the County of Kern, State of California, has the power to punish petitioners for contempt if petitioners attempt to exercise their right to freedom of speech by using mechanical devices to effectively communicate with farm workers.

VIII

Petitioners are beneficially interested in the matter pending before respondent and are aggrieved by this provision of said preliminary injunction. If respondent is not restrained from enforcing said order, petitioners will be deprived of their right to freedom of speech for that period during which that right is most vital to them, the growing season.

There are unique factors in this case which greatly strengthen petitioners' beneficial interest in this case.

1. Petitioners are not protected by the National Labor Relations Act and can assert their right to collective bargaining only by picketing and bringing economic pressure upon a prospective employer. To take away petitioners' right to speak to the workers is to take away their only weapon.

2. Petitioners are trying to force real parties in interest to the collective bargaining table in a context in which a very strict preliminary injunction has been issued which prohibits them from following the workers, contacting the workers at their homes without a specific invitation, picketing the workers' homes, picketing in any manner except as provided for in the preliminary injunction. The only place at which the workers can be reached is at the job site. Many of the workers whom the Union is trying to reach live on labor camps on the property of Giumarra and are thus inaccessible to the Union. Therefore, the only time the Union can speak effectively to the workers is while they are in the field and often the only way the Union can be heard is by the use of mechanical devices.

3. The brief period during which the workers cross the picket line is especially ineffective in the context of an agricultural dispute because many of the workers are driven to work by supervisory personnel of Giumarra, foremen and other supervisors who do not allow the workers to talk to the pickets. Therefore the pickets of the Union cannot tell their story to the workers as they pass through the line.

4. The beneficial interest of the Union is not countered by any commensurate beneficial interests of the real parties in interest. Though bullhorns were in use from August 3rd to August 18th, the real parties in interest could produce only four affidavits concerning the use of bullhorns on August 18th. Two of these affidavits were sworn to by the detective who worked for the attorneys of Giumarra. One of the affidavits was executed by Joseph Giumarra himself and another by a Mr. Eddie Grimm who was a foreman for Giumarra. On the basis of only three instances of alleged interference, a blanket prohibition has been issued

against petitioners' only means to effectively communicate with the farm workers. There were no affidavits from non-supervisory personnel indicating that the use of mechanical devices was in any way interfering with their work.

5. This prohibition has come in a context in which many workers have been recruited illegally by the Giumarra Vineyards Corporations and their agents who have not told those solicited to work about the labor dispute now in existence, a violation of California Labor Code § 973 and § 974. On August 11, 1967, Judge Walter Osborn, Jr., Presiding Judge in Department One of the Superior Court of Kern County, State of California, issued a temporary restraining order which prohibited Giumarra corporations and their agents from recruiting workers without informing them of the labor dispute. Many workers do not hear of the labor dispute until they are in the fields and are informed by the pickets. Thus petitioners' right to free speech is made even more vital in this case.

IX

Petitioners have no plain, speedy and adequate remedy at law in that the deprivation of the First Amendment rights is not calculable in damages and the only other quick means of testing this injunction is by way of deliberate violation of this provision of the preliminary injunction, a course of action which petitioners do not wish to take.

Wherefore, petitioners pray for:

(1) An alternative writ of prohibition restraining respondent from enforcing the challenged provision of the preliminary injunction by means of contempt proceedings or by any other means until further order of this court.

(2) An order to show cause before this court at a time and place to be designated by this court why respondent should not be permanently restrained from so doing.

(3) After hearing on the order to show cause before this court a Peremptory Writ of Prohibition permanently restraining respondent from enforcing the challenged provision of the preliminary injunction.

(4) Such other relief as this court deem appropriate and just.

Attorney for Petitioners.

[Verification—446 and 2015.5 C.C.P.]

STATE OF CALIFORNIA,
County of Kern, SS.:

I, the undersigned say: I am the attorney of record for United Farm Workers AFL-CIO and Cesar Chavez in the above entitled action: I have read the foregoing petition for alternative and Peremptory Writ of Prohibition and know the contents thereof; that I am informed and believe the matters therein to be true and on the ground allege that the matters stated therein are true.

I declare under the penalty of perjury, that the foregoing is true and correct.
Executed on August 28, 1967, at Delano, California.

[Proof of service]

JEROME COHEN.

STATE OF CALIFORNIA,
County of Kern, ss.:

I am a citizen of the United States and a resident of the county aforesaid; I am over the age of eighteen years and not a party to the within entitled action; my business address is: 105-1st Street, Delano, California.

On August 28, 1967, I personally served the within verified petition for alternative and peremptory writ of prohibition and memorandum of points and authorities on the:

Clerk of the Superior Court in and for the County of Kern, State of California; and William Quinlan, Attorney at Law, 2409 Merced Street in Fresno, California who accepted service on behalf of Giumarra Bros. Fruit Co., a limited partnership; Giumarra Farms, Inc., a California corporation; and Giumarra Vineyards Corporation, a California corporation. I certify under penalty of perjury, that the foregoing is true and correct.
Executed on August 28, 1967, in Fresno, California.

JESSICA GOVIA.

In the Superior Court of the State of California in and for the County of Kern
No. 100011

GIUMARRA BROS. FRUIT CO., A LIMITED PARTNERSHIP; GIUMARRA FARMS, INC.,
A CALIFORNIA CORPORATION; AND GIUMARRA VINEYARDS CORPORATION, A CALI-
FORNIA CORPORATION, PLAINTIFFS

v.

UNITED FARM WORKERS ORGANIZING COMMITTEE, AFL-CIO; CESAR CHAVEZ; AND
DOES 1 THROUGH 300 (INCLUSIVE OF ALL INTERVENING MEMBERS AS IF EACH
SUCH MEMBER WAS SEPARATELY AND SEVERALLY DESIGNATED), DEFENDANTS

PRELIMINARY INJUNCTION

An Order to Show Cause for a preliminary injunction having duly come on to be heard before the above entitled Court, at Department 4 thereof, on the 17th day of August, 1967, and the plaintiffs having appeared by and through their attorneys, Doty, Quinlan & Kershaw and Mack, Bianco & Means, by William A. Quinlan, Esq., Paul K. Doty, Esq., and Dominic Bianco, Esq., and the defendants United Farm Workers Organizing Committee, AFL-CIO and Cesar Chavez having appeared by and through their attorney, Jerome Cohen, Esq., and the Court having examined the proofs and the authorities submitted by the parties, and the matter having been argued and submitted to the Court for its decision, and the Court being fully advised in the premises and having found that under the law and the facts that this is a proper case for the issuance of a preliminary injunction;

Now, therefore, upon filing a surety bond in the amount of \$1,000.00, the defendants, and each of them, their agents, employees, representatives, officers, members, organizers and pickets, and all persons in active concert and participation with them, be and they are hereby enjoined and restrained from

(a) Picketing, standing, sitting, loitering, gathering, assembling, massing, parading, walking, stopping, or stationing, placing or maintaining any pickets or other persons at, near, about or within plaintiffs' facilities and properties located at said places described in Schedule "A" annexed hereto and made a part hereof, or in the street or highway, public or private, the use of which is necessary for ingress to or egress from said properties or facilities; *provided however:*

(1) that where there is regular ingress and egress to or from plaintiffs' properties, facilities or ranches customarily and regularly used by vehicular traffic, not more than three (3) pickets may be stationed at each side of any said regular ingress or egress;

(2) that where there is no ingress or egress regularly or customarily used by vehicular traffic and picking crews are entering plaintiffs' properties from public streets, roads or highways, one (1) picket may be placed at intervals of not less than fifty (50) feet, each from the other;

(3) that said pickets shall not be upon the private property of plaintiffs;

(4) that said pickets shall not parade or march across any said ingress or egress or any public or private road in the vicinity thereof, the use of which is necessary for the ingress or egress to or from said properties, facilities or ranches, nor in any other manner physically interfere with or obstruct said ingress or egress or public roads in the vicinity thereof.

(b) Placing or driving their vehicles in front of or behind vehicles desiring to enter plaintiffs' facilities, properties or ranches in such a manner as to slow said vehicles down, cause them to stop or impede their progress.

(c) Parking or placing their vehicles in such a manner as to obstruct the free flow of traffic into and out of plaintiffs' facilities and properties.

(d) Standing in front of, lying down in front of any vehicles desiring to enter upon plaintiffs' properties, facilities or ranches.

(e) Placing in front of the drivers of any vehicles any sign or obstruction for the purpose of obstructing the view of said driver, or which will in any manner obstruct the view of said driver.

(f) Picketing, intimidating or coercing any of plaintiffs' employees at the places where they live, or from entering plaintiffs' employees' homes or vehicles, unless invited so to do by plaintiffs' employees.

(g) Injuring persons or destroying or damaging property of plaintiffs' plaintiffs' employees, or of others, and from engaging in conduct calculated or likely to cause or causing injury to persons or damage to property.

(h) Following employees or members of their families by automobile or otherwise in a coercive or threatening conduct or demeanor.

(i) Intimidating, threatening, molesting, assaulting, pushing, elbowing, shouldering or coercing, or in any other manner intentionally physically contacting the persons or clothing of any of plaintiffs' agents, representatives, visitors, invitees, employees of customers, suppliers, common carriers or others doing or attempting to do business with plaintiffs, or any vehicle in which any of said persons herein described are riding.

(j) Causing or inducing, or attempting to cause or induce, by word or conduct, any fear of physical molestation, injury or damage to or on the part of plaintiffs' employees, agents, representatives, visitors, invitees, employees of customers, suppliers, common carriers or others, doing or attempting to do business with plaintiffs or their respective employees.

(k) Obstructing or attempting to obstruct plaintiffs' employees, agents, representatives, visitors, invitees, customers, suppliers, common carriers or others doing or attempting to do business with plaintiffs, or their respective employees, from entering or leaving any of plaintiffs' facilities.

(l) Engaging in threatening, intimidating, or using loud or obscene language against any of plaintiffs' employees, agents, representatives, visitors, invitees, common carriers, supplies, customers, or any employees of said persons, doing or attempting to do business with plaintiffs.

(m) Using any mechanical device for the purpose of amplifying one's voice and directing the same toward plaintiffs' employees while plaintiffs' employees are engaged in their work for plaintiffs.

It is ordered that nothing herein shall be construed to limit the right of the pickets herein allowed to be placed to exercise their privilege of free speech, providing same is lawfully done and in accordance herewith, and not in violation hereof.

Done in open court this 18th day of August, 1967.

MARION E. FERGUSON,
Judge of the Superior Court.

SCHEDULE "A"

1. Ranch located on the northwest corner of the intersection of Road 144 and Avenue 16, Tulare County.
2. Ranch located one-quarter mile west of Highway 99 and approximately one-quarter mile north of Avenue 24, Tulare County.
3. Ranch located on the southeast corner of the intersection of Avenue 9 and Driver, Kern County.
4. Ranch located between Avenue 9 and Garces Highway approximately one-quarter mile west of Driver Avenue, Kern County.
5. Ranch bounded by Hermosa Road, Panama Lane and Comanche on the west side of Comanche, Kern County.
6. Ranch lying on the west side of Comanche between Mountain Road and Sycamore Road, Kern County.
7. Ranch located on the southeast corner of the intersection of Sycamore Road and Edison Drive, Kern County.
8. Ranch located on the north side of Panama Road approximately one-quarter mile east of the intersection of Panama Road and Weedpatch Highway, Kern County.
9. Ranch located on the north side of Panama Lane between Fairfax Avenue and Wheeler Ridge Road, Kern County.
10. Ranch, headquarters, packing shed and cold storage plant located on the northeast corner of the intersection of Edison Drive and Highway 58, Kern County.
11. Ranch, packing facilities and office known as "Prospero Ranch", lying generally north of Highway 99 and between the Central Valley Canal bounded on the south side by the dead-end of Zachary Road (also sometimes known as "No Name Road"), Kern County.
12. Ranch located on the northwest corner of the intersection of Highway 99 and Elmo Highway, Kern County.
13. Ranch located on the northeast corner of the intersection of Malaga Avenue and Highway 58, Kern County.
14. Ranch located on the south side of Highway 58 between Edison Drive and Malaga Avenue, and bordered on the south side by Red Bank Road, Kern County.
15. Ranch located on the northeast corner of Edison Road and Tower Line Road, a portion thereof also being located on the northeast corner of Newmarket Road and Edison Drive, Kern County.

16. Ranch extending east and west of Wheeler Ridge Road approximately one-half mile south of Valprado, Kern County.
17. Ranch located generally southeast of the intersection of Sandrini Road and Adobe Road, Kern County.
18. Ranch located on the west side of Highway 65 approximately one and one-half miles north of Highway 99, Kern County.
19. Ranch located on the southwest corner of Comanche and Sycamore, Kern County.
20. Ranch located on the northwest corner of Tejon Road and Panama Road, Kern County.
21. Ranch located on the southeast corner of Garces Highway and Driver Avenue, Kern County.
22. Ranch located on the southwest corner of Garces Highway and Browning Road, Kern County.
23. Ranch located on the west side of Road 208 and north of Avenue 56, Tulare County.
24. Ranch located on the southeast corner of Road 208 and Avenue 64 and adjacent property located on the north side of Avenue 64, Tulare County.
25. Ranch located west of Road 224 and north and south of Avenue 72, Tulare County.

In the Superior Court of the State of California in and for the County of Kern
No. 100011

GIUMARRA BROS. FRUIT CO., A LIMITED PARTNERSHIP; GIUMARRA FARMS, INC., A CALIFORNIA CORPORATION; AND GIUMARRA VINEYARDS CORPORATION, A CALIFORNIA CORPORATION, PLAINTIFFS

v.

UNITED FARM WORKERS ORGANIZING COMMITTEE, AFL-CIO; CESAR CHAVEZ; AND DOES 1 THROUGH 300 (INCLUSIVE OF ALL INTERVENING MEMBERS AS IF EACH SUCH MEMBER WAS SEPARATELY AND SEVERALLY DESIGNATED), DEFENDANTS

TEMPORARY RESTRAINING ORDER

Upon reading and filing the verified complaint on file herein and the declarations in support thereof filed concurrently therewith, and it appearing therefrom that this is a proper instance for the issuance of a Temporary Restraining Order, and that great and irreparable injury would result to plaintiffs before the matter could be heard on notice, and good cause appearing therefor, and upon the filing of an undertaking in the amount of \$ None, the defendants, and each of them, their agents, employees, representatives, officers, members, organizers and pickets, and all persons in active concert and participation with them, be and they are hereby enjoined and restricted from:

(a) Picketing, standing, sitting, loitering, gathering, assembling, massing, parading, walking, stopping, or stationing, placing or maintaining any pickets or other persons at near, about or within plaintiffs' facilities and properties located at said places described in Schedule "A" annexed hereto and made a part hereof, or in the street or highway, public or private, the use of which is necessary for ingress to or egress from said properties or facilities; *provided however:*

(1) that where there is regular ingress and egress to or from plaintiff's properties, facilities or ranches customarily and regularly used by vehicular traffic, not more than three (3) pickets may be stationed at each side of any said regular ingress or egress;

(2) that where there is not ingress or egress regularly or customarily used by vehicular traffic and picking crews are entering plaintiffs' properties from public streets, roads or highways, one (1) picket may be placed at intervals of not less than fifty (50) feet, each from the other;

(3) that said pickets shall not be upon the private property of plaintiffs;

(4) that said pickets shall not parade or march across any said ingress or egress or any public or private road in the vicinity thereof, the use of which is necessary for ingress or egress to or from said properties, facilities or ranches, nor in any other manner physically interfere with or obstruct said ingress or egress or public roads in the vicinity thereof.

(b) Placing or driving their vehicles in front of or behind vehicles desiring to enter plaintiffs' facilities, properties or ranches in such a manner as to slow said vehicles down, cause them to stop or impede their progress.

(c) Parking or placing their vehicles in such a manner as to obstruct the free flow of traffic into and out of plaintiffs' facilities and properties.

(d) Standing in front of, lying down in front of any vehicles desiring to enter upon plaintiffs' properties, facilities or ranches.

(e) Placing in front of the drivers of any vehicles any sign or obstruction for the purpose of obstructing the view of said driver, or which will in any manner obstruct the view of said driver.

(f) Picketing, intimidating or coercing any of plaintiffs' employees at the places where they live, or from entering plaintiffs' employees' homes or vehicles, unless invited so to do by plaintiffs' employees.

(g) Injuring persons or destroying or damaging property of plaintiffs, plaintiffs' employees, or of others, and from engaging in conduct calculated or likely to cause or causing injury to persons or damage to property.

(h) Following employees or members of their families by automobile or otherwise in a coercive or threatening conduct or demeanor.

(i) Intimidating, threatening, molesting, assaulting, pushing, elbowing, shouldering or coercing, or in any other manner intentionally physically contacting the persons or clothing of any of plaintiffs' agents, representatives, visitors, invitees, employees of customers, suppliers, common carriers or others doing or attempting to do business with plaintiffs, or any vehicle in which any of said persons herein described are riding.

(j) Causing or inducing, or attempting to cause or induce, by word or conduct, any fear of physical molestation, injury or damage to or on the part of plaintiffs' employees, agents, representatives, visitors, invitees, employees of customers, suppliers, common carriers or others, doing or attempting to do business with plaintiffs or their respective employees.

(k) Obstructing or attempting to obstruct plaintiffs' employees, agents, representatives, visitors, invitees, customers, suppliers, common carriers or others doing or attempting to do business with plaintiffs, or their respective employees, from entering or leaving any of plaintiffs' facilities.

(l) Engaging in threatening, intimidating, or using loud or obscene language against any of plaintiffs' employees, agents, representatives, visitors, invitees, common carriers, suppliers, customers, or any employees of said persons, doing or attempting to do business with plaintiffs.

It is ordered that nothing herein shall be construed to limit the right of the pickets herein allowed to be placed to exercise their privilege of free speech, providing same is lawfully done and in accordance herewith, and not in violation hereof.

Done in Open Court this 7th day of August, 1967.

J. KING STEUP,
Judge of the Superior Court.

SCHEDULE "A"

1. Ranch located on the northwest corner of the intersection of Road 144 and Avenue 16, Tulare County.
2. Ranch located one-quarter mile west of Highway 99 and approximately one-quarter mile north of Avenue 24, Tulare County.
3. Ranch located on the southeast corner of the intersection of Avenue 9 and Driver, Kern County.
4. Ranch located between Avenue 9 and Garces Highway approximately one-quarter mile west of Driver Avenue, Kern County.
5. Ranch bounded by Hermosa Road, Panama Lane and Comanche on the west side of Comanche, Kern County.
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7. Ranch located on the southeast corner of the intersection of Sycamore Road and Edison Drive, Kern County.
8. Ranch located on the north side of Panama Road approximately one-quarter mile east of the intersection of Panama Road and Weedpatch Highway, Kern County.
9. Ranch located on the north side of Panama Lane between Fairfax Avenue and Wheeler Ridge Road, Kern County.
10. Ranch, headquarters, packing shed and cold storage plant located on the northeast corner of the intersection of Edison Drive and Highway 58, Kern County.
11. Ranch, packing facilities and office known as "Prospero Ranch" lying generally north of Highway 99 and between the Central Valley Canal bounded on the south side by the dead-end of Zachary Road, Kern County.
12. Ranch located on the northwest corner of the intersection of Highway 99 and Elmo Highway, Kern County.

13. Ranch located on the northeast corner of the intersection of Malaga Avenue and Highway 58, Kern County.
14. Ranch located on the south side of Highway 58 between Edison Drive and Malaga Avenue, and bordered on the south side by Red Bank Road, Kern County.
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21. Ranch located on the southeast corner of Garces Highway and Driver Avenue, Kern County.
22. Ranch located on the southwest corner of Garces Highway and Browning Road, Kern County.
23. Ranch located on the west side of Road 208 and north of Avenue 56, Tulare County.
24. Ranch located on the southeast corner of Road 208 and Avenue 64 and adjacent property located on the north side of Avenue 64, Tulare County.
25. Ranch located west of Road 224 and north and south of Avenue 72, Tulare County.

In the District Court of Appeal, Fifth Appellate District, State of California

No. —

UNITED FARM WORKERS ORGANIZING COMMITTEE, AFL-CIO, AN UNINCORPORATED LABOR ORGANIZATION; AND CESAR CHAVEZ, PETITIONERS

v.

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF KERN, RESPONDENTS

GIUMARRA BROS. FRUIT CO., A LIMITED PARTNERSHIP; GIUMARRA FARMS, INC., A CALIFORNIA CORPORATION; AND GIUMARRA VINEYARDS CORPORATION, A CALIFORNIA CORPORATION, REAL PARTIES IN INTEREST

ORDER TO SHOW CAUSE WHY PEREMPTORY WRIT OF PROHIBITION SHOULD NOT ISSUE

To Superior Court of the State of California, County of Kern, respondent, and to Giumarra Bros. Fruit Co., a limited partnership, Giumarra Farms, Inc., a California corporation, and Giumarra Vineyards Corporation, a California corporation, real parties in interest:

YOU ARE ORDERED to appear before the above-entitled court, in the courtroom of _____, at _____ on _____, 1967, at the hour of _____ M., then and there to show cause, if any you have, why a peremptory Writ of Prohibition restraining respondent from enforcing by means of contempt proceedings the provisions of the preliminary injunction issued in Department Four of the Superior Court of the State of California, County of Kern, on August 18, 1967, which prohibits petitioners from using any mechanical device for the purpose of amplifying one's voice and directing the same toward plaintiffs' employees while plaintiffs' employees are engaged in their work for plaintiffs should not issue.

This order, together with copies of petitioners' verified petition and memorandum of points and authorities shall be served on you not later than _____, 1967.

Dated: _____, 1967.

Judge of the District Court of Appeal.

In the District Court of Appeal, Fifth Appellate District, State of California

No. 5 Civil No. 858

UNITED FARM WORKERS ORGANIZING COMMITTEE, AFL-CIO, ET AL., PETITIONERS
v.

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF KERN, RESPONDENT

GIUMARRA BROS. FRUIT CO., ET AL., REAL PARTIES IN INTEREST

PEREMPTORY WRIT

To Respondent Abovenamed:

YOU ARE HEREBY DIRECTED to refrain from enforcing by contempt proceedings or otherwise that portion of the preliminary injunction of August 18, 1967, in "Giumarra Bros. Fruit Co., et al., vs. United Farm Workers Organizing Committee, et al.", Kern County Superior Court Action No. 100011, which absolutely prohibits the reasonable use by petitioners in connection with peaceful picketing during daylight hours of bullhorns (in the absence of the emission therefrom of "loud and raucous noise" as that term is used in *Wollam v. City of Palm Springs*, 59 Cal. 2d 276) to state by means of the reasonably amplified human voice the viewpoint and position of petitioners in the current strike against the real parties in interest, and that said prohibition of action by the Superior Court, Kern County, shall apply to all such activity of petitioners since the original issuance of said preliminary injunction on August 18, 1967.

DATED: DECEMBER 8, 1967.

(S) JAMES G. HUGGINS, CLERK.
By ELIZABETH B. PLISKE.

In the United States District Court for the Southern District of Texas,
Brownsville Division

Civil Action No. 67 B 36

FRANCISCO MEDRANO, KATHY BAKER, DAVID LOPEZ, GILBERT PADILLA, MAGDALENO DIMAS, BENJAMIN RODRIGUEZ, AND UNITED FARM WORKERS ORGANIZING COMMITTEE, AFL-CIO, PLAINTIFFS

v.

A. Y. ALLEE, JACK VAN CLEVE, JEROME PREISS, T. H. DAWSON, DR. RENE SOLIS, RAUL PENA, ROBERTO PENA, AND JIM ROCHESTER AND B. S. LOPEZ, AND S. H. DENSON, DEFENDANTS

AMENDED COMPLAINT

COME NOW the following Plaintiffs as individuals and as class representatives: Francisco Medrano, Kathy Baker, David Lopez, Gilbert Padilla, Magdaleno Dimas, Benjamin Rodriguez, and United Farm Workers Organizing Committee, AFL-CIO, complaining of the following Defendants: S. H. Denson, A. Y. Allee, Jack Van Cleve, Jerome Preiss, T. H. Dawson, Dr. Rene Solis, Raul Pena, Roberto Pena, Jim Rochester, and B. S. Lopez, and as cause of action would show the following:

1. Plaintiff Medrano is a resident of Dallas County, Texas. Plaintiffs Baker, Lopez, Padilla, Dimas and Rodriguez are residents of Starr County, Texas. All Plaintiffs are citizens of the United States. Plaintiff United Farm Workers Organizing Committee, AFL-CIO is a voluntary unincorporated labor organization affiliated with the AFL-CIO, hereinafter denominated the "Union". Plaintiff Padilla is an officer in that Union.

Defendants Allee, Van Cleve, Preiss, Dawson and Denson are Texas Rangers, employees of the State of Texas, and residents of Dimmit County, Texas.

Defendant Solis is the Sheriff of Starr County, Texas, and resides in said County. Defendants Raul Pena and Roberto Pena are Deputy Sheriffs of Starr County, Texas, and residents of that County, and as such residents of the Southern District of Texas. Defendant B. S. Lopez is a Justice of the Peace in Starr County, Texas, Precinct No. 1.

Defendant Jim Rochester is a Special Deputy of the Starr County Sheriff's Department and a resident of Starr County, Texas, and a resident of the Southern District of Texas. At material times this defendant has also been a vice-principal or agent of one of the private employers hereinafter referred to.

2. This action is brought by the Plaintiffs individually and as a class action pursuant to the provisions of Rule 23 of the Federal Rules of Civil Procedure. The class of persons on whose behalf this action is prosecuted is all persons who—either because of their membership in said Union, or because of their sympathy and voluntary support of said Union in its labor dispute with certain employers in Starr County, Texas—have engaged in, are engaging in, and desire to continue to engage in constitutionally protected free speech and peaceful assembly, including lawful peaceful picketing and other forms of publicity. Said group is a group of persons so numerous that joinder of all members is impracticable. There are questions of law common to the class, and the claims of the representative, parties are typical of the claims of the class of persons affected by the conduct of the Defendants herein complained of. Said Plaintiffs as representatives of the class will fairly and adequately protect the interests of the class.

3. This court has jurisdiction under 42 U.S.C.A. § 1983 and 1985 and 28 U.S.C.A. § 1343, this being a claim for redress against certain persons who, acting under color of State law, have conspired to deprive Plaintiffs of their civil rights, privileges and immunities protected by the laws and the Constitution of the United States, and who, acting under color of State law, have deprived Plaintiffs of their constitutionally protected rights, privileges and immunities.

Also, this is a civil action seeking declaratory and injunctive relief against certain statutes of the State of Texas. It seeks to prevent and redress the deprivation, under color of law of the State of Texas, of rights, privileges and immunities secured by the Constitution and laws of the United States. Jurisdiction of this Court is founded upon U.S.C. 28, Section 1343(3) and Sections 2201 and 2202, and 42 U.S.C., Sections 1983 and 1985, and the First and Fourteenth Amendments to the Constitution of the United States. This is a proper case for determination by a three-judge court pursuant to 28 U.S.C., Sections 2281 and 2284, because it seeks inter alia, injunctive relief against the enforcement of statutes of the State of Texas upon the ground of their unconstitutionality, both on their face and as applied, under the First and Fourteenth Amendments to the Constitution of the United States.

4. Since on or about June 1, 1966, and continuing to the present, the Union and various agricultural and farm workers have been engaged in various concerted activities for the purpose of protecting themselves in their personal work, personal labor, and personal service, as authorized by the laws and Constitution of the United States. Since said date, and continuing to the present, officers and members of that organization and other persons sympathetic to their cause have sought, by peaceful picketing and other lawful conduct, to disseminate the facts of working conditions of such workers in Starr County, Texas, and in the Rio Grande Valley of Texas.

Certain persons who were Union agents or members of material times hereto are Eugene Nelson, William Chandler, Tony Orendein, Benjamin Rodriguez, Cathy Lynch, Elida Garcia, Librado de la Cruz and Reynaldo de la Cruz.

5. Since the beginning of such activities and continuing to the present, Defendants and other members of the Starr County Sheriff's Department and other members of the Department of Public Safety of the State of Texas, acting in their official capacities and under color of State statutes and other laws, have conspired among themselves in Starr County, Texas, and with other public officials, one of whom is Hon. Randall Nye, County Attorney of Starr County, who at material times hereto has also been private counsel for one or more of the employers hereinafter referred to, and likewise with employers of the said farm and agricultural workers, for the purpose and with the object of depriving Plaintiffs and the class they represent of rights, privileges and immunities protected by the laws and Constitution of the United States and of equal protection, privileges and immunities under the United States Constitution and laws; in furtherance of which conspiracy and to the injury of the Plaintiffs and members of the class they represent and in deprivation of their said rights, privileges and immunities, said Defendants have committed the following acts in Starr and Hidalgo Counties, Texas:

- a. Unlawful harassment, threats, searches and seizures;
- b. Unlawful and groundless, mass and individual arrests, detention, and confinement accompanied by complete disregard for procedural due process

of law guaranteed by the Fifth and Fourteenth Amendments to the Constitution of the United States; and,

c. Physical assaults and batteries, causing bodily injury to some of the Plaintiffs.

6. Since on or about June 1, 1966, and continuing until the present, Defendants acting in their official capacities, and acting under color of State statutes and other law, in Starr County and Hidalgo County, Texas, have repeatedly, by their course of conduct, subjected Plaintiffs and members of their class to deprivation of rights, privileges and immunities secured by the Constitution and laws of the United States, contrary to 42 U.S.C.A. § 1983, as follows:

a. Unlawfully, without legal justification, repeatedly arrested, detained, and confined Plaintiffs and members of their class to defeat their right of free speech and assembly under the First and Fourteenth Amendments to the Constitution of the United States.

b. Unlawfully arrested, detained and confined Plaintiffs and members of their class without according them procedural due process of law as required by the Fifth and Fourteenth Amendments.

c. Unlawfully threatened, harassed, and coerced, and physically assaulted and battered Plaintiffs and other members of their class, preventing the exercise of their right of free speech and assembly under the First and Fourteenth Amendments.

7. Specifically, Defendants and their co-conspirators, acting together, have committed the following overt acts:

7.1 Soon after the commencement of Plaintiff's activities on June 1, 1966, and continuing until the filing of suit, a certain newspaper known as "La Verdad" has been published in Corpus Christi, Texas, by private parties, which publication has regularly, systematically, and vigorously attacked and criticized plaintiff Union, its leaders, programs and sympathizers. Said publication has been regularly and systematically distributed to the public in Rio Grande City through and from the office of the Sheriff of Starr County.

7.2 On or about June 2, 1966, member Nelson was engaged in peaceful picketing at the Roma international bridge. Defendant Raul Pena arrested Nelson and caused him to be incarcerated in the Starr County jail for four hours without charge. Co-conspirator Nye then sought to intimidate Nelson by interrogation.

7.3 On or about October 12, 1966, Union members were peacefully picketing on United States Highway 83 adjacent to Rancho Grande Farms, appealing to employees thereof to make common cause with the Union. Member Chandler was sitting in a parked car near the pickets. Defendant Raul Pena arrived with several deputy sheriffs. The deputies drove their car between the pickets and the workers, disembarked, and began shouting to the employees of Rancho Grande Farm in Spanish. Member Chandler approached the deputies and asked why they were there, whereupon they arrested Chandler and charged him with the use of loud and vociferous language calculated to disturb the inhabitants of Highway 83 in violation of Texas Penal Code, Article 474.

7.4 On or about October 24, 1966, Union's President Arredondo was among a group of persons who had been arrested at the Roma international bridge and taken under arrest to the office of the Sheriff of Starr County in Rio Grande City. As the group was entering the courthouse, he joined the others in chanting "Viva la huelga" (Long live the strike). Deputy Sheriff Ellert physically struck Arredondo and threatened him with a loaded and cocked pistol. He told Arredondo not to utter those words in the courthouse again.

7.5 On or about November 3, 1966, members of the Union engaged in picketing against the packing sheds of La Casita Farms situated near Highway 83 near Rio Grande City. On said occasion said picketing took place on or across the railroads tracks of the Missouri Pacific Railroad. On account thereof, on November 9, 1966, Defendant Roberta C. Pena filed complaint against Irene Chandler, Stephen Lee Holton, Reynaldo de la Cruz, Baldemar Diaz, Tony Orendain, Domingo Arredondo, Ismael Dias, Agustin Serratos, Magdaleno Dimas, and Guillermo de la Cruz, all of whom are Union leaders or sympathizers, charging them with violation of Article 5154f, the Texas Secondary Picketing Statute. Co-conspirator Nye, as County Attorney, filed an information against each of said persons. On November 9, 1966, warrants of arrest pursuant to said complaint and information were issued and delivered to Texas Rangers who proceeded to arrest the said persons and caused them to be jailed. Article 5154f, which was so invoked, had been declared unconstitutional by the Supreme Court of Texas in the year 1949.

7.6 On or about November 7, 1966, a female picket, Zoila Ozuna, was standing in front of a stopped bus near the entrance to La Casita Farms. Defendant Jim Rochester boarded the said bus and angrily started it in motion in order to deliver its occupants to the farm as workers. In so moving the bus, he struck the said Zoila Ozuna. She attempted to file appropriate charges on account thereof, but the episode was investigated by Texas Rangers who measured distances and interviewed Defendant Jim Rochester, but did not talk to the said Zoila Ozuna or other witnesses. No charges were filed on account of said incident, in sharp contrast to the zeal of Defendants in filing charges against the Union and its sympathizers.

7.7 On or about November 28, 1966, Plaintiffs and other Union members and sympathizers held a rally on the grounds of the Starr County Courthouse. When they placed Union banners and flags on such public property as decorations, Defendant Raul Pena and other deputy sheriffs under his direction followed Plaintiffs and their sympathizers and removed the banners and flags as soon as they were so displayed.

7.8 On or about December 18, 1966, a caravan of Union supporters bearing food and clothing arrived in Rio Grande City. Plaintiff Dimas undertook to direct traffic at the intersection of U.S. Highway 83 and Farm Road 775. On this occasion, Defendant Roberto Pena struck Dimas with his car.

7.9 On or about December 28, 1966, members of the Union were picketing peacefully near the main entrance to La Casita Farms. Defendant Roberto Pena arrested Librado de la Cruz and spuriously charged him with assault on one Manuel Balli. Co-sponsorator Nye charged de la Cruz with attempting to prevent Balli from engaging in his vocation on account of the same incident. On the same occasion, Roberto Pena arrested Union members Pedro Dimas, Maximiliano Perez, Eva Medoza, and Matilde A. Garza and charged them with obstructing a public road in violation of Texas Penal Code, Article 784. On the same occasion he also arrested Pedro Dimas for interfering with the arrest of de la Cruz. On the same occasion he arrested William L. Chandler, Jr. for using loud and vociferous language in violation of Penal Code, Article 474. All these arrests and charges were a spurious, wholesale dispersal of the peaceful picketing.

7.10 On or about December 29, 1966, Union members Reynaldo de la Cruz and Pedro Dimas were in the offices of the Union in Rio Grande City wearing small tin badges of the type found as pizes in boxes of "cracker jacks". Defendant Raul Pena and another deputy sheriff arrested them and caused them to be jailed, charging them with impersonating an officer in violation of Texas Penal Code, Article 429.

7.11 On or about January 26, 1967, five members of the Union, to-wit: Benito Rodriguez, Librado de la Cruz, Reynaldo de la Cruz, Benjamin R. Luna, Jr. and Benjamin R. Luna, Sr. were peacefully gathered on the banks of the Rio Grande River and were engaged in peaceful persuasion directed toward employees of the Trophy Farms to make common cause with the Union. Defendant Roberto Pena and other deputies arrested all of them and charged them with use of abusive language in violation of Penal Code, Article 482. At the same time the officers confiscated the loud speaker which they had with them.

7.12 On or about January 26, 1967, about 7:00 p.m., Plaintiff Padilla and Union member Rev. James Drake engaged in prayer outside the Starr County Courthouse on the premises thereof. Defendant Raul Pena caused the said Drake and Padilla to be arrested for unlawful assembly in violation of Penal Code, Articles 439 and 449, by filing a sworn charge that their actions constituted an unlawful assembly with the intent on their part to deprive the night custodian of the Starr County Courthouse of his peaceful environment in performance of his duties as such custodian.

7.13 On or about February 1, 1967, member Orendein and three other Union members, together with five sympathizers who were Roman Catholic priests, were peacefully assembled on certain private property owned by one Thomas Bazan by permission of the owner. The said group went to the said private property by traversing a road between that property and La Casita Farms, which road is customarily used by the public as a public access road to the Bazan property. After arrival the group engaged in peacefully appealing to workers in the La Casita fields to make common cause with the Union. Defendant Roberto Pena and Defendant Jim Rochester, acting together, caused the arrest of all of said persons and charged them with disturbing the peace in violation of Texas Penal Code, Article 474.

7.14 On said occasion of February 1, 1967, Plaintiff Rodriguez was walking along the road between certain property owned by said Thomas Bazan and property of La Casita Farms. Defendant James Rochester pursued the said Rodriguez and fired a pistol at Rodriguez. Defendant Rochester jailed Rodriguez and caused him to be charged with disturbing the peace in violation of Texas Penal Code, Article 474.

7.15 On or about April 13, 1967, the National Labor Relations Board conducted an election at the Star Produce Company packing shed, in which election plaintiff Union was a candidate for selection as bargaining representative of the employees of said company under Federal law. At the customary pre-hearing conference held immediately before the opening of the polls, co-conspirator Nye appeared as attorney for the Star Produce Company, although said company was also represented by private attorneys who were specialists in the field of labor law. During the course of the balloting, Defendant Raul Pena and Constable Manuel Benevides appeared at the polling place. Although they were directed to leave by the representative of the N.L.R.B., they stationed themselves in their car which was parked alongside the shed near Highway 83. When the polls closed the N.L.R.B. representative carried the ballot box a distance of about 150 yards to the company office for the purpose of counting the ballots. They said two peace officers followed along behind the said N.L.R.B. representative in their car.

7.16 On or about May 11, 1967, Union member Ismael Diaz and others were engaged in peaceful picketing at the Roma international bridge. Because there was no traffic on said bridge, the picketers entered a car to drive to the international bridge at Rio Grande City, which was about to be opened for traffic at about 8:00 a.m. Defendant Allee overtook and stopped the car containing the picketers, arrested Diaz and caused him to be incarcerated for four hours on charges of driving without a license. Defendant Allee had no cause to stop said car except to interfere with the prospective picketing of the bridge at Rio Grande City. Later, at the Rio Grande City international bridge, while Union members and sympathizers were peacefully picketing on a public road without blocking traffic, Defendant Van Cleve physically pushed Plaintiff Lopez and others. At the same time Defendant Allee told Union members that they should return to work and abandon their strike. Later, Plaintiff Lopez attempted to file charges against Defendant Van Cleve, but co-conspirator Nye has taken no action thereon in contrast to the zeal of Defendants in filing charges against sympathizers of plaintiff Union.

7.17 On or about May 12, 1967, Nelson went to the office of the Sheriff of Starr County to lodge a protest with appropriate enforcement officials against what he believed was partial conduct by the Defendant Rangers near La Cosita Farms in interrogating and challenging Union sympathizers who had on that date assembled on the private property of one Solis with the owner's permission and who were appealing to the workers on La Casita properties to make common cause with the Union. On said occasion Nelson found no Rangers in said office, but he spoke to Constable Manuel Benevides. The said Benevides is the elected constable in Starr County and also an employee of La Casita Farms. During the conversation Nelson stated that United States Senators were about to investigate the situation in the Valley and that there would be some red-faced Rangers. Benevides allowed Nelson to depart, but he later caused Nelson to be arrested by filing a charge against him alleging that, on said occasion, Nelson had seriously threatened to take the life of four named Texas Rangers, or any other Texas Rangers. A warrant was issued pursuant to said charge and was delivered to Texas Rangers for execution. Defendant Van Cleve, acting with three other Rangers, arrested Nelson pursuant to said warrant, and threatened and abused Nelson while he had Nelson under arrest. The charge against Nelson was known to be a ruse by the persons who made it, or caused it to be made. Neither Benevides or anyone acting in concert with him believed in good faith that Nelson had seriously threatened to take the life of all Texas Rangers or any Texas Ranger. Between May 12 and May 14, Defendants Raul Pena and co-conspirator Nye refused to allow Nelson to make bond. On Friday, May 12, Nelson's attorney tendered to Raul Pena a surety bond which had been executed by one Joseph Guerra, who was at all times well known to Raul Pena to be a person who owned substantial real property in Starr County. In refusing said bond on said occasion, Raul Pena threw the bond on the floor and stated that he did not know if the surety owned property (although he well knew that he did) and demanded real property tax receipts which could not be obtained until the following Monday. On the following Monday, May 15, Defendant Raul Pena permitted Nelson to be released on bond

after requiring exhibition to him of approximately 15 pages of tax records reflecting the ownership of thousands of acres of land by the said surety.

7.18 On or about May 18, 1967, Plaintiffs' sympathizers, Reyes Alaniz, Pedro Mendez, Gustavo Diaz, Mario Vera, Guillermo de la Cruz, Donato Bayon, Rafael Trevino, Ramona Olivarez, Anita Rosa, Maria Guadalupe Saenz, Viviana Se-gonia, Elodia Valadez, Reynoldo de la Cruz, Severo Beanwidez, Benito Rodriguez, Librado de la Cruz, Octavio de la Cruz, Pedro Lopez, Victor Lopez, Magdaleno Dimas, and Horacio P. Carillo were peacefully assembled near the entrance to Trophy Farms on U. S. Highway 83 for the purpose of asking workers for such farm to make common cause with the Union. Defendant Allee and other Texas Rangers arrested Plaintiffs' sympathizers, jailed them and charged them with mass picketing in violation of Article 5154d, Revised Civil Statutes of Texas.

7.19 On or about May 25, 1967, Plaintiffs Padilla, Lopez and Union member Eugene Nelson were crossing a public street in Rio Grande City. Defendant Allee ordered Nelson into his car and later gave the same order to Padilla and Lopez. When two representatives of an investigating committee of the United States Civil Rights Commission approached, Allee explained to them that he wanted the three men to help him investigate a report that someone was creating a disturbance under some bridge. Allee then directed Nelson out of his car but requested the three men to follow him in their own car. Allee then departed at a high speed and made it impossible for the three men to follow him as he directed.

7.20 On or about May 26, 1967, Plaintiff's sympathizers, Octavis de la Cruz, Irene Chandler, Daria A. Vera, Mario Vera, Benjamin R. Lema, Librado de la Cruz, Cathy Lynch, F. F. Medrano, Kathy Baker, and Magdaleno Dimas were near the intersection of the Missouri Pacific Railroad tracks and Conway Street in Mission, Hidalgo County, Texas. Three or four persons engaged in peaceful picketing at that intersection. All were arrested, jailed and charged with violation of Article 5154f, Revised Civil Statutes of Texas. Five Hundred Dollar (\$500.00) cash bonds were required for their release. The arrests were made by defendant Texas Rangers and said arrests were accompanied by blows, pushes, shoves and menacing and threatening language.

7.21 On or about May 31, 1967, Union member Arredondo and two other Union members were walking along a public road on the west periphery of La Casita Farms. Arredondo and one of the members carried picket signs. The other members talked to workers in the fields through a loud speaker. Defendant Rochester drove a pickup truck between the Union members and the workers and played a radio through his own amplifier in order to drown out the amplifier of the Union members. Defendant Allee arrived on the scene, shook hands with Jim Rochester, and arrested the said three Union members, plus ten other Union members who had remained in or about their nearby cars. Allee caused all of them to be jailed on charges of mass picketing in violation of Article 5154d, Revised Civil Statutes of Texas.

7.22 On or about June 1, 1967, Plaintiffs Magdaleno Dimas and Benjamin Rodriguez were in a house rented by the Union in Rio Grande City. Soon after they finished their evening meal, Defendants Allee, Dawson, Roberto Pena and B. S. Lopez arrived. After soliciting and obtaining Lopez' instruction to arrest Dimas and Rodriguez, Defendants Allee, Dawson and Pena kicked in the door of the house and then struck and injured Dimas and Rodriguez with double-barrelled shotguns, their fists and their feet, arrested them, jailed them, and charged them with disturbing the peace in violation of Article 474, Texas Penal Code.

7.23 On or about June 1, 1967, member Cathy Lynch, Elida Garcia, Librado de la Cruz and Reynaldo de la Cruz were in Mission, Hidalgo County, Texas, near the intersection of the Missouri Pacific Railroad tracks and Conway Street. Said Plaintiffs had peacefully assembled at said location for the purpose of peacefully advertising the dispute between Plaintiffs and the growers in Rio Grande City. Defendant Texas Rangers arrested all four Plaintiffs, jailed them, and charged them with violation of Article 5154f, Revised Civil Statutes of Texas.

8. An integral part of the course of conduct of Defendants above alleged has been the use of certain statutes of the State of Texas for the purpose of jailing, molesting, interfering with and frustrating Plaintiffs in the exercise of their constitutional rights. Defendants have many times publicly announced that they will continue to make arrests, charges and prosecutions under the said statutes, thereby presenting to those who would sympathize with Plaintiffs the prospect of future arrests and prosecutions, thereby chilling the willingness of people to exercise their First Amendment rights of free speech, assembly, association, and

petition for redress of grievances. Furthermore, in addition to the facial unconstitutionality of the statutes utilized by Defendants, Defendants have engaged in selective enforcement by application and arrest under said statutes to all who make common cause with Plaintiffs. Furthermore, Defendants have on numerous occasions utilized statutes for the purpose of arrest and prosecution when, as they well knew, there was no evidence which would support a conviction, the Defendants' sole purpose being to confront Plaintiffs with the fear and danger of arrest and prospect of interminable court litigation as the price of sympathy with Plaintiffs and participation with them.

9. As heretofore alleged, Defendants have acted under color of certain statutes of the State of Texas and have purposely entered into a scheme or plan of concerted and joint action with other persons to subject Plaintiffs to the deprivation of their rights, privileges and immunities secured to them by the Constitution and Laws of the United States. The statutes so utilized which are here challenged as to their constitutionality are as follows:

"ART. 5154d. PICKETING

"Section 1. It shall be unlawful for any person, singly or in concert with others, to engage in picketing or any form of picketing activity that shall constitute mass picketing as herein defined.

" 'Mass picketing,' as that term is used herein, shall mean any form of picketing in which:

"1. There are more than two (2) pickets at any time within either fifty (50) feet of any entrance to the premises being picketed, or within fifty (50) feet of any other picket or pickets.

"2. Pickets constitute or form any character of obstacle to the free ingress and egress from any entrance to any premises being picketed or to any other premises, either by obstructing said free ingress or egress by their persons or by the placing of vehicles or other physical obstructions.

"The term 'picket,' as used in this Act, shall include any person stationed by or acting for and in behalf of any organization for the purpose of inducing, or attempting to induce, anyone not to enter the premises in question or to observe the premises so as to ascertain who enters or patronizes the same, or who by any means follows employees or patrons of the place being picketed either to or from said place so as either to observe them or attempt to persuade them to cease entering or patronizing the premises being picketed.

"The term 'picketing,' as used in this Act, shall include the stationing or posting of one's person or of others for and in behalf of any organization to induce anyone not to enter the premises in question, or to observe the premises so as to ascertain who enters or patronizes the same, or to follow employees or patrons of the place being picketed either to or from said place so as either to observe them or attempt to persuade them to cease entering or patronizing the premises being picketed.

"Sec. 2. It shall be unlawful for any person, singly or in concert with others, by use of insulting, threatening or obscene language, to interfere with, hinder, obstruct, or intimidate, or seek to interfere with, hinder, obstruct, or intimidate, another in the exercise of his lawful right to work, or to enter upon the performance of any lawful vocation, or from freely entering or leaving any premises.

"Sec. 3. It shall be unlawful for any person, singly or in concert with others, to engage in picketing or any form of picketing activities, where any part of such picketing is accompanied by slander, libel, or the public display or publication of oral or written misrepresentations.

"Sec. 4. It shall be unlawful for any person, singly or in concert with others, to engage in picketing, the purpose of which, directly or indirectly, is to secure the disregard, breach or violation of a valid subsisting labor agreement arrived at between an employer and the representatives designated or selected by the employees for the purpose of collective bargaining, or certified as the bargaining unit under the provisions of the National Labor Relations Act.¹

"Sec. 4a. It shall be unlawful for any person, singly or in concert with others, to declare, publicize or advertise the continued existence of picketing, actual or constructive, at any point or direction against any premises after a court of competent jurisdiction has enjoined and restrained the continuance of such picketing at said point or premises.

¹ 29 U.S.C.A. § 151 et seq.

"Sec. 5. Any person guilty of violating any of the Sections of this Act shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined not less than Twenty-five Dollars (\$25) nor more than Five Hundred Dollars (\$500), or be imprisoned in jail not to exceed ninety (90) days, or both. Each separate act of violation shall constitute a separate offense.

"Sec. 6. If any clause, sentence, paragraph or part of this Act or the application thereof, to any person or circumstances, shall for any reason be adjudged to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Act and the application thereof, it being the expressed intention of the Legislature to enact such Act without respect to such Section or part so held to be invalid. Acts 1947, 50th Leg., p. 239, ch. 138."

The Texas Mass Picketing Statute is unconstitutional, both on its face and as applied, under the First and Fourteenth Amendments to the Constitution of the United States because:

1. It is vague, in that it fails to establish any ascertainable standard of guilt.

2. It is overbroad in that it encompasses within its scope activity which is clearly protected by federal guarantees of free speech, assembly and petition.

3. It is susceptible of sweeping and improper application.

4. It abridges Plaintiff's rights of free speech, assembly and petition in that it punishes in all cases the presence of more than two pickets within 50 feet of any entrance or 50 feet of any other picket, and by so defining pickets as to include practically everyone, and by its vague and amorphous prohibition of language and communication.

B. Article 5154f of Vernon's Annotated Civil Statutes of Texas provides:

"Art. 5154f. Secondary strikes, picketing and boycotts prohibited

"Section 1. It shall be unlawful for any person or persons, or association of persons, or any labor union, incorporated or unincorporated, or the members or agents thereof, acting singly or in concert with others, to establish, call, participate in, aid or abet a secondary strike, or secondary picketing, or a secondary boycott, as those terms are defined herein.

"Sec. 2. As used in this Act:

"a. The term 'labor union' means every association, group, union, national and local, branch or subordinate organization of any union of working men, incorporated or unincorporated, organized and existing in part for the purpose of protecting themselves and improving their working conditions, wages, or employment relationships in any manner, and shall include the local, state, national and international affiliates of such organizations or unions.

"b. 'Secondary strike' shall mean a temporary stoppage of work by the concerted action of two or more employees of an employer where no labor dispute exists between the employer and such employees, and where such temporary stoppage results from a labor dispute to which such two or more employees are not parties.

"c. The term 'picket' shall include any person stationed by or acting in behalf of any organization for the purpose of inducing anyone not to enter the premises in question; or for apprising the public by signs, banners, or other means, of the existence of a labor dispute at or near the premises in question; or for observing the premises so as to ascertain who enters or patronizes the same; or any person who by any means follows employees or patrons of the place being picketed either to or from such place so as to either observe them or to attempt to persuade them to cease entering or patronizing the premises being picketed.

"d. The term 'secondary picketing' shall mean the act of establishing a picket or pickets at or near the premises of any employer where no labor dispute, as that term is defined in this Act, exists between such employer and his employees.

"e. The term 'secondary boycott' shall include any combination, plan, agreement or compact entered into or any concerted action by two or more persons to cause injury or damage to any person, firm or corporation for whom they are not employees, by

"(1) Withholding patronage, labor or other beneficial business intercourse from such person, firm or corporation; or

"(2) Picketing such person, firm or corporation; or

"(3) Refusing to handle, install, use or work on the equipment or supplies of such person, firm or corporation; or

"(4) Instigating or fomenting a strike against such person, firm or corporation; or

"(5) Interfering with or attempting to prevent the free flow of commerce ;
or

"(6) By any other means causing or attempting to cause an employer with whom they have a labor dispute to inflict any damage or injury to an employer who is not a party to such labor dispute.

"f. The term 'employer' means any person, firm or corporation who engages the services of an employee.

"g. The term 'employee' shall include any person, other than an independent contractor, working for another for hire in the State of Texas.

"h. The term 'labor dispute' is limited to and means any controversy between an employer and the majority of his employees concerning wages, hours or conditions of employment; provided that if any of the employees are members of a labor union, a controversy between such employer and a majority of the employees belonging to such union, concerning wages, hours or conditions of employment, shall be deemed, as to the employee members only of such union, a labor dispute within the meaning of this Act.

"Sec. 3. Any person who shall violate any of the provisions of this Act shall be guilty of a misdemeanor, and upon conviction thereof shall be punished by fine not exceeding Five Hundred (\$500.00) Dollars, or by confinement in the county jail not to exceed six months, or by both such fine and imprisonment.

"Sec. 4. Any person who violates any of the provisions of this Act shall be liable to the person suffering the same for all damages resulting therefrom, and the person damaged is hereby given right of action and access to the courts to redress such wrong or damage, including injunctive relief; and any association or labor union, local, state, national or international, which represents or purports to represent any such person violating any of the provisions of this Act shall be jointly and severally liable with any such person for all such damages resulting thereby.

"Sec. 5. The State of Texas, through its Attorney General or any District or County Attorney, may institute a suit in the District Court to enjoin any person, association of persons, labor union, firm or corporation, or any officer, agent, servant or employee of such person, association of persons, labor union, firm or corporation, from violating any provision of this Act.

"Sec. 6. In any suit or cause of action arising under this Act, venue shall lie: (1) in the county where such violation is alleged to have occurred; (2) in the county of the residence of the defendant; (3) in the county of the residence of either defendant if there be two or more defendants.

"Sec. 7. All laws and parts of laws in conflict herewith are hereby repealed.

"Sec. 8. If any section, sentence, phrase or part of this Act shall be held unconstitutional, such unconstitutionality shall not affect the validity of the remaining portions thereof; it being the intention of the Legislature to pass the constitutional sections, sentences, phrases and parts of this Act even though some one or more sections, sentences, phrases or parts shall be held to be invalid. Acts 1947, 50th Leg., p. 779, ch. 387."

The said Texas Statute is unconstitutional, both on its face and as applied, under the First and Fourteenth Amendments to the Constitution of the United States because:

1. It is vague in that it fails to establish any ascertainable standard of guilt.
2. It is overbroad in that it encompasses within its scope activity which is clearly protected by federal guarantees of free speech, assembly and petition.
3. It is susceptible of sweeping and improper application.
4. It abridges Plaintiffs' rights of free speech, assembly and petition, in that it punishes the exercise thereof because of the lack of participation therein of a majority of the employees of an employer, regardless of the pertinence, truth and legality of the message to be communicated.

In this connection, Plaintiffs show the Court that the said Statute has been declared unconstitutional in pertinent respects by the Supreme Court of Texas in the case of *International Union of Operating Engineers v. Cox*, 148 Tex. 42, 219 S. W. 2d 787, in the year 1949.

C. Articles 439 and 440 of the Penal Code of the State of Texas, known as the Unlawful Assembly Statutes, provide:

"ARTICLE 439. 435, 299 'UNLAWFUL ASSEMBLY'

"An 'unlawful assembly' is the meeting of three or more persons with intent to aid each other by violence or in any other manner either to commit an offense or illegally to deprive any person of any right or to disturb him in the enjoyment thereof."

"ART. 449. 445, 309 TO PREVENT ANY PERSON FROM PURSUING HIS LABOR

"If the purpose of the unlawful assembly be to prevent any person from pursuing any labor, occupation or employment, or to intimate any person from following his daily avocation, or to interfere in any manner with the labor or employment of another, the punishment shall be by fine not exceeding five hundred dollars."

The above Texas Unlawful Assembly Statutes are unconstitutional, both on their face and as applied, under the First and Fourteenth Amendments to the Constitution of the United States because:

1. They are vague, in that they fail to establish any ascertainable standard of guilt.
 2. They are overboard in that they encompass within their scope activity which is clearly protected by federal guarantees of free speech, assembly and petition.
 3. They are susceptible of sweeping and improper application.
 4. Article 439 abridges Plaintiffs' rights of free speech, assembly and petition in that it punishes the aiding of each other in any manner to deprive any person of any right or to disturb him in the enjoyment thereof, thus punishing concerted action to do things which are not lawful.
- D. Article 474 of the Penal Code of the State of Texas, known as the Disturbing The Peace Statute, provides:

"ART. 474. 470, 334 DISTURBING THE PEACE

Whoever shall go into or near any public place, or into or near any private house, and shall use loud and vociferous, or obscene, vulgar or indecent language or swear or curse, or yell or shriek or expose his or her person to another person of the age of sixteen (16) years or over, or rudely display any pistol or deadly weapon, in a manner calculated to disturb the person or persons present at such place or house, shall be punished by a fine not exceeding Two Hundred Dollars (\$200). As amended Acts 1950, 51st Leg., 1st C.S., p. 50, ch. 10, § 1."

The Texas Disturbing The Peace Statute is unconstitutional, both on its face and as applied, under the First and Fourteenth Amendments to the Constitution of the United States because:

1. It is vague, in that it fails to establish any ascertainable standard of guilt.
 2. It is overboard in that it encompasses within its scope activity which is clearly protected by federal guarantees of free speech, assembly and petition.
 3. It is susceptible of sweeping and improper application.
- E. Article 482 of the Texas Penal Code provides:

"ART. 482. 1020, 599 ABUSIVE LANGUAGE

"Any person who shall in the presence or hearing of another curse or abuse such person, or use any violently abusive language to such person concerning him or any of his female relatives, under circumstances reasonably calculated to provoke a breach of the peace, shall be fined not more than one hundred dollars. Acts 1887, p. 13."

The Texas Abusive Language Statute is unconstitutional, both on its face and as applied, under the First and Fourteenth Amendments to the Constitution of the United States because:

1. It is vague, in that it fails to establish any ascertainable standard of guilt.
2. It is overboard in that it encompasses within its scope activity which is clearly protected by federal guarantees of free speech, assembly and petition.
3. It is susceptible of sweeping and improper application.

F. Article 784 of the Penal Code of the State of Texas provides :

"ART 784. [812] [480] [405] OBSTRUCTING PUBLIC ROAD, STREET, ETC.

"Who ever shall willfully obstruct or injure or cause to be obstructed or injured in any manner whatsoever any public road or highway or any street or alley in any town or city, or any public bridge or causeway, within this States, shall be fined not exceeding two hundred dollars. Acts 1860, p. 97; Acts 1913, p. 258."

The Texas Obstructing Public Road Statute is unconstitutional, both on its face and as applied, under the First and Fourteenth Amendments to the Constitution of the United States because :

1. It is vague, in that it fails to establish any ascertainable standard of guilt.
2. It is overbroad in that it encompasses within its scope activity which is clearly protected by federal guarantees of free speech, assembly and petition.
3. It is susceptible of sweeping and improper application.

9. Since on or about May 26, 1967, and continuing to the present, Defendants acting in their official capacities and under color of State statutes and other law have repeatedly deprived Plaintiffs of their right of free expression and speech granted by the First and Fourteenth Amendments of the United States Constitution by unlawfully threatening, intimidating, and coercing members of the press attempting to report the activities of said Plaintiffs and the activities of said Defendants for the purpose of preventing said members of the press from reporting Plaintiffs' activities and appeals and Plaintiffs' trials and tribulations at the hands of Defendants and their co-conspirators. Said suppression of press reporting respectively prevents Plaintiffs from exercising their rights of free speech and free expression.

10. The above-described acts and conduct of Defendants were and are in reckless and wanton disregard of the rights and welfare of the citizens whom Defendants have an obligation to protect.

11. Plaintiffs have at all times engaged, or sought to engage in peaceful and lawful exercise of their rights of free speech and assembly.

Plaintiffs desire to continue to exercise their rights, privileges and immunities, including the right to peacefully picket and advertise their lawful cause.

Defendants threaten to continue to deprive the Plaintiffs of their rights, privileges and immunities by continued arrests, assaults, harrassment and confinement, in general and by application of the complained of statutes above quoted.

WHEREFORE, Plaintiffs pray that a three-judge court be convened pursuant to 28 U.S.C., Section 2281 and 2284 to hear this action, that this cause be expedited and heard at the earliest practicable date, and that this Court :

1. After hearing, issue a permanent injunction restraining the Defendants from enforcing against Plaintiffs and their class each of the above specified Statutes of the State of Texas; and a declaratory judgment declaring that each of the abovementioned Statutes is void on its face, null and void as violative of the Constitution of the United States and/or as applied to the conduct of the Plaintiffs and members of their class herein.

2. Issue a permanent injunction restraining the Defendants and all persons and public officials acting in concert with them from the selective arrest and prosecution of Plaintiffs and members of their class for the purpose of chilling or discouraging them in the exercise of their constitutional rights, including the arrest and filing of charges on spurious and frivolous charges for such purposes.

3. Issue a permanent injunction restraining the Defendants and all public officials or private persons acting in concert with them from by any means, including orders, threats, arrests, confinement or physical assault, preventing Plaintiffs from peacefully and lawfully assembling, picketing and publicizing their labor controversy.

Respectfully submitted.

DIXIE & SCHULMAN,
By CHRIS DIXIE,
By ROBERT E. HALL,
JEROME COHEN,
DORAN WILLIAMS,
Attorneys for Plaintiffs.

CERTIFICATE OF SERVICE

The foregoing Amended Complaint was served upon adverse counsel on this the 29th day of October, 1967, by depositing a copy thereof in the United States Mail, with postage affixed and properly addressed, as follows:

Mr. Frank R. Nye, Jr., Attorney-at-Law, P.O. Box 737, Rio Grande City, Texas 78582.

Mr. Luther E. Jones, Jr., Attorney-at-Law, 338 Laurel Drive, Corpus Christi, Texas 78404.

Honorable Crawford C. Martin, Attorney General of Texas, Box "R", Capitol Station, Austin, Texas 78711; Attention of Messrs. R. L. Lattimore, Allo Crow, Lonny Zweiner and Howard M. Fender, Assistant Attorneys General.

Mr. Morris Atlas, Atlas, Schwarz, Gurwitz & Bland, Attorneys-at-Law, P.O. Drawer 1118, McAllen, Texas 78501.

CHRIS DIXIE.

In the United States District Court for the Southern District of Florida

Civil Action No.—

PETE GOMEZ, ELISIER CUREZ, INOCENCIO MIERELES, ALBERTO SILVA, IGACIO CASTRO, SALVADOR HERNANDEZ, RAMON SANTANA GARCIA, OSCAR BELARO, MELDONADO G. CARLOS, JOSE ALBAREZ, MEMO MALDONA, ANDRES ROSALES-CERDA, MARTIN GARCIA, GUADALUPE GARCIA, ARTURO GARCIA, ARTURO GONZALES, PAULO GOMEZ, JUAN SANDIS, JUAN GOMEZ, LUCIS ESPINOZA, MANUEL GUERRESO, RUBEN R. GARZA, GUADALUPE SOLIS GONZALES, GEORGE ZUNIGA, PAULO DIAZ, SARA GARZA, MANUEL SOLIS GONZALES, ISIDRO RODRIQUEZ, ANGEL LOPEZ, PLAINTIFFS

v.

FLORIDA STATE EMPLOYMENT SERVICE; LESTER F. SHEBEL, DIRECTOR OF THE FLORIDA STATE EMPLOYMENT SERVICE; RALPH MOSS, CHIEF, FARM LABOR PLACEMENT OF THE FLORIDA STATE EMPLOYMENT SERVICE; JOSEPH TOOKE, MANAGER OF THE FT. MYERS OFFICE OF THE FARM LABOR PLACEMENT; D. M. BULL, JR., INSPECTOR FOR THE FT. MYERS OFFICE OF THE FARM LABOR PLACEMENTS; EVERETT COOPER, SANITARIAN FOR LEE COUNTY HEALTH DEPARTMENT; RAYMOND CREEL; NAPLES FARM, INC., DEFENDANTS

COMPLAINT

I. JURISDICTION

1. This is a civil action authorized by Title 42, United States Code Annotated, §§ 1981, 1983, 1985 (3), and 1988, Title 29, United States Code Annotated, §§ 49k, and 201 et seq., 20 CFR 602.9, and the 14th Amendment to the United States Constitution. It is brought by Plaintiffs to obtain redress for the deprivation of Plaintiffs' rights secured by the Constitution and laws of the United States and of the State of Florida.

2. The jurisdiction of this Court is invoked by virtue of Title 38, United States Code Annotated, §§ 1331, 1332, 1337, and 1343. The amount of the controversy exceeds \$10,000.

II. PARTIES

3. Plaintiff, Pete Gomez, was at all times relevant the "crew leader" of a crew of agricultural workers comprised in large part of the other named Plaintiffs in this cause.

4. Plaintiffs, Elister Curez, Inocencio Miereles, Alberto Silva, Igacio Castro, Salvador Hernandez, Ramon Santana Garcia, Oscar Belaro, Meldonado G. Carlos, Jose Alvarez, Memo Maldona, Andres Rosales-Cerda, Martin Garcia, Guadalupe Garcia, Arturo Garcia, Arturo Gonzales, Paulo Gomez, Juan Sandis, Juan Gomez, Lucis Espinoza, Manuel Guerreso, Ruben R. Garza, Guadalupe Solis Gonzales, George Zuniga, Paula Diaz, Sara Garza, Manuel Solis Gonzales, Isidro Rodriguez, Angel Lopez are agricultural workers. They are members of Pete Gomez's crew.

5. Defendant, Florida State Employment Service, is a division of the Florida Industrial Commission and is governed in part by 20 CFR, Part 602.

6. Defendant, Lester F. Shebel, was at all times relevant, the Director of the Florida State Employment Service and as such responsible for the operation of the Service throughout the State of Florida.

7. Defendant, Ralph Moss, was at all times relevant Chief of the Farm Placement Bureau of the Florida State Employment Service and as such responsible for the conduct of Defendants Tooke and Bull.

8. Defendant, Joseph Tooke, was at all times relevant the Manager of the Farm Labor Placement office in Ft. Myers, Florida, and as such, responsible for the conduct of Defendant D. M. Bull, Jr.

9. Defendant, D. M. Bull, Jr., was at all times relevant an Inspector for the Ft. Myers office of the Farm Labor Placement.

10. Defendant, Emmett Cooper, was at all times relevant a Sanitarian for the Lee County Health Department.

11. Defendant, Raymond Creel, was at all times relevant an Agent for Defendant Naples Farm, Inc., and the ostensible employer of the Plaintiffs.

12. At all times relevant Defendant Naples Farm, Inc., was incorporated for agricultural purposes in the State of Florida.

III. FACTS

13. The United States Employment Service (Bureau of Employment Security, United States Department of Labor) has established by federal regulation (20 CFR § 602.9) an interstate clearance process for agricultural labor. This process operates as a gratuity to the employers who, because of labor shortage, need workers from out of state. The process is one in which the prospective employer comes to his local employment office and files a "Clearance Order for Agricultural Labor" (Form ES-560-A, Bureau of Employment Security, United States Department of Labor) (hereinafter referred to as "Clearance Order"). The Clearance Order requires that the offeror make certain representations about the number of workers needed, the job specifications, the wages and hours, the housing, and transportation. In Florida this Clearance Order is then sent to Tallahassee, from Tallahassee to the statewide office of a supply state, and from their statewide office to a local office in an area of potential labor surplus. The applicant in the employment office of the supply state is shown the Clearance Order. If he accepts the Order, the local office in the Clearance Order supply state informs the local office in the demand state, Florida. The worker is supposed to be given a copy of the Clearance Order which he has accepted and to which he is responding. This process gives rise to two distinct rights of the worker against the employer: (1) rights flowing directly from regulations; and (2) rights from the contract formed both by the workers' acceptance of an offer of a contract at terms and conditions in the Order and by their performance in response to and in reliance on the offer in the Clearance Order.

14. Sometime before October 30, 1967, Defendant Creel, seeking the gratuitous benefits of the procedures for the interstate recruitment of agricultural workers by the Florida State Employment Service, prepared a Clearance Order. He knew at the time he prepared this form that the housing he designated in his Order did not comply with regulatory standards of 20 CFR § 602.9(d), nor did he have any intention of bringing the housing into compliance with law. Further, he intended that he would not pay the minimum wage required by 29 USCA 201 et seq., or the wages and hours represented in the Clearance Order. Thereafter, Defendants, Bull, Shebel, Moss and Tooke, did knowingly and wilfully, or with callous disregard for the reasonable consequences of their actions, fail to ascertain whether the housing facilities offered by Defendant Creel, complied with 20 CFR § 602.9(d), thus breaching their legal duties under that regulation or determined that they were not in compliance and wilfully approved the Order in contravention of the regulation.

15. On October 30, 1967, Plaintiff Pete Gomez received a post card from the Texas Employment Commission in Edinburg, an agency governed by 20 CFR, Part 602, notifying him of a work offer. On October 31, 1967, Gomez went to the office in Edinburg and was notified of the Clearance Order of Defendant Creel, agent for Defendant Naples Farm, Inc., Florida No. 429-FP-11, requesting 120 men to report November 12, 1967, for work until the end of April. Gomez thereafter accepted the offer of a contract in the Clearance Order of Defendants Creel and Naples Farm, Inc., by communicating his acceptance to Creel. Further, in response to and in reliance on the offer in the Clearance Order, Gomez accepted by his performance, sending his crew in sections to Ester, Florida. Gomez and members of his crew continued their acceptance by working for Defendants Creel and Naples Farm, Inc., from various starting times in November and December until they were fired on March 16, with the exception of some 20

workers who had left in early January, 1968 because of Creel's breach of the promise for adequate work and decent housing.

16. From the commencement the regulatory duty of Defendants Creel and Naples Farm, Inc., owing to the named Plaintiffs and from the time of the commencement of the contract between Defendants Creel and Naples Farms, Inc., and the named Plaintiffs, Defendants Creel and Naples Farm, Inc., were in non-compliance with the ongoing regulatory duty imposed by 20 CFR 602.9(d) and were in a continuing breach of the contract with the named Plaintiffs in that at no time did the housing provided to the Plaintiffs meet either standard. Electricity was lacking in all but two cabins. None of the cabins had running water. None of the cabins had working toilets. There were no facilities for garbage pick-up or disposal. There was no access to drinking water. There were no workable showers. The electrical wiring was faulty, a faultiness which caused a fire on February 14, 1968, which destroyed a cabin and the belongings of several of the men. There was no heating in the cabins.

17. Early in February, 1968, Plaintiff Gomez sought on behalf of himself and other named Plaintiffs to rectify this ongoing breach of contract and federal regulatory duty. Believing that his proper avenue of redress was the Lee County Board of Health he sought its assistance in an effort to force Defendant Creel to live up to his legal obligations. Defendant Everett Cooper, a Sanitarian for Lee County Board of Health, came to the camp site. Rather than indicate to the owner, Defendant Creel, that he was not complying with his legal obligations, Defendant Cooper indicated to Plaintiff Gomez, that it was Gomez' duty to repair the housing. He then threatened Gomez that he would be fined \$500.00 per offense if he did not repair the housing.

18. From the time the Plaintiffs commenced work until the wrongful termination of their employment, Defendant failed to pay the minimum wage guaranteed by the Clearance Order contract and 29 USCA 201 et seq., and provide the number of hours of work per week specified in the Clearance Order contract. Both before and after this incident with Defendant Cooper, Gomez made repeated complaints to Defendant Creel that the housing was illegal. On one occasion he told Creel that he would ask his crew to stop work if repairs were not made. Creel responded by threatening to fire and evict the whole crew. Later, he agreed to make repairs. No repairs were made.

19. Having obtained no redress of his legal rights, Plaintiff Gomez sought legal counsel from attorneys of the South Florida Migrant Legal Services Program. When told of the continuing illegality perpetrated upon the Plaintiffs by all the named Defendants, the attorneys and their investigators sought to determine the facts underlying Gomez' allegations. In the course of this investigation Defendant Creel discovered that Gomez had sought legal counsel. In response to this and Plaintiffs' other efforts to vindicate their legal rights and as part of an ongoing conspiracy and joint action with the other named Defendants, to deprive Gomez and the other named Plaintiffs of their rights under 20 CFR, § 602.9, 29 USCA 201 et seq., and the Fourteenth Amendment, Defendant Creel did wilfully and maliciously and in breach of contractual and regulatory and statutory obligations fire Plaintiff Gomez and the other named Plaintiffs from their jobs on or about March 16, 1968, and commence legal action under the laws of the State of Florida for possession of the premise in which the Plaintiffs were living.

IV. CONSPIRACY UNDER COLOR OF LAW

20. At all times relevant the named Defendants acted under color of the statutes, ordinances, regulations, customs, or usages of the State of Florida and its legal subdivisions and Defendants Shebel, Moss, Tooke, Bull, and Cooper did act in their official capacities as officers under the laws of the State of Florida. At all times relevant the Defendants acted jointly in concert and in conspiracy with one another causing Plaintiffs to be deprived of their contractual and federally guaranteed rights.

21. Upon information and belief at all times here and before mentioned the actions of the Defendants were motivated by wilful and conscious wrong.

22. Upon information and belief at all times here and before mentioned, all Defendants intentionally and purposely discriminated against agricultural laborers recruited through the Interstant Clearance system as a class, and against the Plaintiffs as members of that class.

V. FIRST CLAIM AGAINST DEFENDANTS FLORIDA STATE EMPLOYMENT SERVICE, RALPH MOSS, LESTER F. SHEBEL, JOSEPH TOOKE, D. M. BULL, JR., RAYMOND CREEL, AND NAPLES FARM, INC.

23. Plaintiffs re-allege paragraphs 1 through 22.

24. As a result of the aforementioned activities of the named Defendants, the Plaintiffs were deprived of their federally-protected rights under 29 USCA § 49k and 20 CFR 602.9.

VI. SECOND CLAIM AGAINST DEFENDANTS RAYMOND CREEL AND NAPLES FARM, INC.

25. Plaintiffs re-allege paragraphs 1 through 22.

26. As a result of the aforementioned activities of the Defendants Creel and Naples Farm, Inc., the Plaintiffs and others similarly situated were deprived of their federal contractual, statutory, and regulatory rights to sanitary and safe housing and a minimum wage for the number of hours per week specified in the Clearance Order contract.

VII. THIRD CLAIM AGAINST DEFENDANTS RAYMOND CREEL AND NAPLES FARM, INC.

27. Plaintiffs re-allege paragraphs 1 through 22.

28. As a result of the aforementioned activities of Defendant Creel and Naples Farm, Inc., the Plaintiffs and others similarly situated were deprived of their common law of the State of Florida contractual rights to sanitary and safe housing and the minimum wage for the number of hours per week specified in the Clearance Order contract. This cause may be heard and tried by this court and is authorized under its ancillary jurisdiction.

VIII. FOURTH CLAIM AGAINST DEFENDANT RAYMOND CREEL, NAPLES FARM, INC., AND EMMETT COOPER

29. Plaintiffs re-alleged paragraphs 1 through 22.

30. As a result of the aforementioned activities of the named Defendants, Cooper, Creel, and Naples Farm, Inc., the Plaintiffs and others similarly situated were deprived of their federally-protected rights under 20 CFR § 602.9 and the Fourteenth Amendment to the U.S. Constitution.

IX. FIFTH CLAIM AGAINST DEFENDANT EMMETT COOPER

31. Plaintiffs re-allege paragraphs 1 through 22.

32. As a result of the aforementioned activities of Defendant Cooper, the Plaintiffs and others situated were deprived of their rights under the Florida Sanitary Code. This cause may be heard and tried by this court as is authorized under its ancillary jurisdiction.

X. NATURE OF RELIEF SOUGHT

There is no adequate remedy at law for the injuries of the Plaintiffs for which equitable relief is sought.

Plaintiffs are suffering immediate great and irreparable injury and are threatened with irreparable injury in the future by reason of the acts of the Defendants set forth before. Plaintiffs have no plain, adequate or complete remedy to redress the wrong and unlawful acts herein complained of, other than this action for damages and for injunction. Any other remedy to which Plaintiffs could repair would be attended by such uncertainties and delays as to deny substantial relief, would involve a multiplicity of litigation, and would cause further irreparable injury, damage and inconveniences to the Plaintiffs.

PRAYER FOR RELIEF

WHEREFORE PLAINTIFFS RESPECTFULLY PRAY that this court:

1. Assume jurisdiction of this cause.
2. Enter judgments.
 - A. For each Plaintiff against Joseph Tooke and D. M. Bull, Jr., for injuries arising from the deprivation of Plaintiffs' rights enumerated in the First Claim in the sum of \$1,000 compensatory damages and \$2,000 punitive damages per person.

B. For each Plaintiff against Defendant Emmett Cooper for injuries arising from the deprivation of Plaintiffs' rights enumerated in the Fourth and Fifth Claims for injuries in the sum of \$1,000 compensatory damages and \$2,000 punitive damages per person.

C. For each Plaintiff against Defendants Raymond Creel and Naples Farm, Inc., for injuries arising from the deprivation of Plaintiffs' rights enumerated in the First, Second, Third and Fourth Claims in the sum of \$3,000 compensatory damages and \$5,000 punitive damages per person.

3. Enter preliminary and permanent injunctions ordering Defendants Raymond Creel and Naples Farm, Inc., to cease and desist from continuing to breach their contractual, federal statutory and regulatory duty to the Plaintiffs by refusing to employ them as agricultural workers for the minimum wage and number of hours per week stated in the Clearance Order.

4. Enter preliminary and permanent injunctions ordering Defendants Creel and Naples Farm, Inc., to cease and desist from seeking to evict the named Plaintiffs from the housing described in the Clearance Order and the contract and ordering them to cease and desist from depriving the named Plaintiffs of the work described in the Clearance Order and contract.

5. Enter preliminary and permanent injunctions ordering Defendant Creel to repair the housing described in the Clearance Order and contract, and ordering Defendants Lester F. Shebel, Ralph Moss, Joseph Tooke, and D. M. Bull, Jr., to insure that the housing is brought into compliance with Federal and State law. Enter a permanent mandatory injunction instructing the named Defendants, their agents, and employees to cease acting jointly and conspiring against the named Plaintiffs to deprive them of their contractual and Federal statutory and regulatory rights.

6. Allow Plaintiffs their costs herein and grant them further alternative relief as the court may deem to be just and appropriate.

JOSEPH C. SEGOR,
KENT SPRIGGS,
ELIZABETH J. DU FRESNE,
Attorneys for the Plaintiffs.

Of Counsel:

T. MICHAEL FOSTER,
GERALD CASSIDY,
THOMAS MCKAY.

HAWAIIAN LABOR-MANAGEMENT RELATIONS IN AGRICULTURE

BACKGROUND AND RELEVANCE OF EXPERIENCE TO INCLUSION OF AGRICULTURAL WORKERS UNDER THE NLRA

The history of the organization of farmworkers in Hawaii is, in certain aspects, unique. This development is unique partly because of Hawaii's island situation, and partly because of the importance the sugar and pineapple industries have had and still exercise in the islands' economy.

Despite the uniqueness of the Hawaiian experience it is in some respects relevant to mainland problems in the agricultural industries. In view of the increasing interest in agricultural workers problems on the mainland and the pending congressional proposals to amend the National Labor Relations Act so as to make its provisions applicable to agriculture, the Hawaiian experience under the Hawaiian Employment Relations Act (HERA or "Little Taft-Hartley") is worth examination.

This report briefly outlines the Hawaiian agricultural industries and examines the strengths and weaknesses of the HERA as applicable to farmworkers. It thereby throws some light on the advantages and disadvantages of the proposed amendment of the NLRA, to make its provisions applicable to agriculture.

Economic Background

Until World War II agriculture was by far the primary economic activity in Hawaii. Since then, due to the extraordinary growth over the past decade of the tourist, construction and service industries, and armed forces employment, it has declined in relative importance. However, the sugarcane industry poured approximately \$191 million into the Hawaiian economy in 1966 by producing 1,234,121 tons of sugar, and the pineapple industry accounted for approximately \$125.5 million of Hawaii's gross total product the same year.

Sugar was exported commercially from Hawaii as early as 1837. The first recorded sugar labor strike took place on Koloa in 1841 in a demand for a 25-cent-per-day wage. The passage of the Master and Servants Act of 1850 instituted the system of contract labor. It permitted sugar planters to import oriental labor, thus assuring them of a dependable supply of cheap labor.

In 1898 the United States annexed Hawaii. The Organic Act of 1900 established the territorial government and prohibited contract labor. As a result, many Japanese working in Hawaii moved to the west coast of the United States. In 1904 approximately 6,000 relocated, 10,000 the following year; by 1907 about 40,000 Japanese had left Hawaii.

Reports by the Commissioner of Labor in the early 1900's show weak and largely ineffective labor organizations of boilermakers, plumbers, blacksmiths, carpenters, and bricklayers, with membership restricted to Caucasians. The Federation of Allied Trades was formed in 1903 to protect job security against Oriental competition. In 1905, probably reacting to this, the Japanese Reform Association was established to prevent discrimination against Japanese immigrants.

In 1908 the Higher Wage Association called a strike under the slogan of "equal pay for equal work" to obtain higher wages and eliminate existing wage differentials between Caucasian and Oriental workers. This marked the beginning of several major efforts to eliminate wage inequities due to race.

With the end of World War I, Hawaiian labor sought to reduce hours of work, increase basic wages, obtain overtime pay, and incorporate wartime bonuses into the basic structure. The Filipino Laborer's Association and the Japanese Federation of Labor were formed in 1919 and 1920, respectively. Strikes were called in 1920 by each of these organizations. However, they were short lived and ended in failure, due to effective opposition of employers, a flu epidemic, and a lack of cooperation between the two organizations. In 1924 the Filipino Laborers' Association called another strike in a demand for higher wages, a shorter workday, and incorporation into the basic wage scale of the bonuses received during World War I. This strike was also a failure. It was a failure due, in part at least, to the existing economic environment of "paternalism" created by the Hawaiian plantation system, which permitted employers to exercise considerable community control. As on the mainland, unions fought this "paternalism" but with little success until the 1930's.

More favorable conditions for effective labor organization occurred between 1934 and 1936. First, a substantial number (over 1,000) of unionized seamen were stranded in Hawaii in 1934 as a result of west

coast strikes for 3 months. Kindled by the postdepression "new spirit" of unionism, and the relatively weak organization on the Islands, the west coast maritime unions set up hiring halls in Honolulu in 1935. The following year the Honolulu longshoremen applied to the AFL for a charter but were turned down. The local then applied to the CIO Longshoremen & Warehousemen's Union which granted their request for charter. Since then the ILWU has spearheaded the drives to organize the unskilled, not only on the waterfront, but also in the sugar and pineapple industries.¹

Second, in 1935 the National Labor Relations Act was enacted to protect the rights of employees to organize and bargain collectively with their employers. Thus, conditions were right for the beginning of "solid" organization of workers, parallel to employer organizations from the dockworkers inland to the packers and field hands.

On October 10, 1940, the first NLRB consent election was held at the McBryde Sugar Plantation. This election resulted in the first collective bargaining agreement in the sugar industry; it was signed August 6, 1941, between Local 76 of the CIO Cannery Workers and the McBryde Plantation. About this same time the first waterfront agreement was signed with the International Longshoremen's & Warehousemen's Union (ILWU).

After these initial successes union organization accelerated. It was designed to match the concentrated influence exercised by Hawaiian employers through the Big Five Corporations. At the time these corporations acted as agents for the plantations; the plantations themselves owned shipping and stevedoring companies, and through a system of interlocking directorates controlled a substantial portion of Hawaii's economy.

When World War II broke out, the establishment of military controls led to Federal Government restrictions on the mobility of the labor force and to wage controls—both of which helped create resentment among the workers. These controls were lifted in 1944 and almost overnight the ILWU was successful in organizing large segments of Hawaii's labor community.

In 1945 the Hawaii Employment Relations Act (Little Taft-Hartley) was enacted.² It provided for representation election machinery for employees not covered by the NLRA, for example, farm-workers.

It is interesting to note that the bulk of union membership in the pineapple and sugar industries, in excess of 20,000, came from certifications during 1944, 1945, and 1946 under the NLRB certification procedures and under the Hawaii Employment Relations Act. In 1945 alone 75 elections involving some 14,000 workers were held. Eleven thousand of these voted for ILWU Local 142³ representation. In September 1946, the ILWU called a sugar strike which lasted 79 days and involved about 21,000 workers. Settlement granted substantial wage gains, primarily through conversion of workers prerequisites into the basic

¹ Perlman, Mark. Organized labor in Hawaii, *Labor Law Journal*, v. 3, No. 4, April 1952: 272.

² See: Revised Laws of Hawaii 1955, as amended, ch. 90.

³ Local 142 is the only Hawaiian local union for the International Longshoremen's & Warehousemen's Union. It represents members not only in the agricultural industries, but also stevedoring, etc.

wage. The strike was hailed as a victory and sign of ILWU growth in Hawaii.

Unions and the Sugar Industry—Early Development

Even though only one-tenth of Hawaii's land is cultivatable, agriculture, as noted above, represents a major industry. Coffee, ranching, macadamia nut and papaya growing, truck farming, dairying and flower gardening employ over 1,500 full-time workers, but the major portion of farmworkers are employed in either the sugar or pineapple industries, and it is in these industries where the experience of unionism in agriculture is especially relevant.

After the 1946 strike, ILWU strength in the sugar industry was not tested again until the summer of 1955. At that time the Onomea Sugar Co. laid off 35 hand weeders, and 530 employees of the company walked off the job in protest. Behind this protest lay a deeper worker grievance—employer rejection to negotiate an adequate industrywide "severance pay" provision, on the grounds that the current industrywide contract was not due to expire until January 31, 1956. Employers charged the ILWU with "flagrant violations" of contract no strike clauses since 1954. However, Jack Hall, ILWU regional director for Hawaii pointed out that an examination of the so-called flagrant violations of contracts in the sugar industry showed that since 1954 there were only 11 "illegal" walkouts, all spontaneous and, with the exception of two, all minor and of an inconsequential nature. Moreover, in practically every case the men responsible were disciplined for the claimed violation of agreement as provided for in the agreement, usually by suspension from work.

Labor-management relations in the sugar industry tended at this time to suffer the same kind of problems as the mainland suffered during periods of rapid unionization. Workers tended to support ILWU claims, convinced that the gains in wages and working conditions were obtained only because of the union's militant efforts. Management questioned the union's basic attitude and felt that it was not contributing to the solution of thorny problems arising from the isolation and relative self-sufficiency of the average plantation community, which created some of the existing difficult social problems. The promising economic situation in 1955 helped smooth out the Onomea dispute and minimized labor-management problems. No other major disputes occurred in the industry until 1958.

A major strike was called by the ILWU February 1, 1958. It involved some 12,930 sugar workers and ultimately had a significant effect on employment in other Hawaiian business sectors. The strike was finally settled on June 6. The ILWU claimed a victory; nevertheless, it has been a costly victory, perhaps economically the most damaging one in the industry's history.

Recent developments in the sugar industry

As of 1966 the sugar industry employed some 10,346 year-round field and factory workers. The wage scale (see table I) presently in effect under the ILWU sugar industry contract is scheduled to expire January 31, 1969.

TABLE 1.—SUGAR HOURLY WAGE RATE SCHEDULES ¹ FOR REGULAR EMPLOYEES

Grade and job classification example ²	Wage, 1967-68	Wage, 1965-66
1. Field hand.....	\$2.02	\$1.80
2. Seed cutter, truck helper.....	2.065	1.835
3. Cane cutter, irrigator.....	2.135	1.885
4. Spray tank truck driver.....	2.23	1.96
5. Utility machinist.....	2.33	2.03
6. Agriculture control worker crew chief.....	2.47	2.12
7. Sugar processor.....	2.67	2.27
8. (3).....	2.825	2.375
9. Electrician journeyman.....	3.055	2.555
10. (3).....	3.315	2.765
11. (3).....	3.55

¹ A modest standard of living costs about \$11,190 a year for a family of four in Hawaii, 22 percent more than the \$9,191 average mainland cost, according to BLS estimates. An article in *The Wall Street Journal* of Oct. 27, 1967 (p. 15) pointed out that BLS had actually "underestimated by a sizable sum what it takes to maintain a 'moderate' standard of living. * * * The real expenses today probably would be close to \$9,430 because of the past year's rise in the cost of living. * * * The city with the highest costs, Honolulu, has had a 2.9 percent increase in consumer prices in the past year, pushing the family budget figure to \$11,515 from \$11,190."

² There may be anywhere from 7 to 26 job classifications within each grade—those classifications cited are only random examples of a job title within a certain grade. Clerical job wage schedules usually run slightly higher per grade.

³ The Sugar Agreement 1965-66 listed no job title for this grade.

In addition to the basic wage cited in table I, provision is made for pensions, severance pay, family medical care, etc., costing the employer an additional average of \$0.73 per hour. Today, including fringe benefits, the average daily income of a worker amounts to approximately \$24.90.

In many cases workers own their own homes, but for those who live in company housing—which must meet agreement specifications—rents have been frozen at 1946 levels, ranging from \$10 to \$44 per month.

Another interesting aspect of labor relations in the sugar industry involves the concepts worked out in the 1961 contract to deal with the problems of automation. Since World War II automation and modernization have brought about a decrease in the year-round work force from 22,743 to 10,346. The union sought to make it attractive for older workers to retire and retire earlier in order to assure younger workers of continuous employment. This was worked out through pension plans and severance pay which made retirement possible at 55. A pensioner can receive up to \$90 per month in addition to social security benefits and complete free medical care for himself and spouse. Lump-sum payments of pensions are available to those workers who at 65 wish to repatriate to their homeland, or volunteer at 55 to retire if their place can be filled by another worker with more dependents who would otherwise be laid off. These payments have run, in certain instances, over \$12,000. Those who do not want a lump-sum settlement can take out severance pay—64 hours' pay for each year of service—without losing their right to a pension later.

As a result of these benefits, there have been relatively few compulsory layoffs even though the work force has been cut in half over the last 20 years.

Unions and the pineapple industry

The pineapple industry has suffered only five major strikes, excluding the 1968 strike in effect at the time of writing. The first ones recorded on Molokai in 1937 when Antonio Fagel led members of the Vibora Luviminda Union in two strikes which were short lived. After

that, the record shows no pineapple strikes until the 1946 general strike wave when two work stoppages resulted in 440 man-days idle. Another major strike occurred in 1947 when ILWU strength was tested in a 5-day strike beginning July 11, against eight pineapple companies. The issue at stake was wages. The union lost. Another ILWU strike took place in 1951. The Hawaiian Pineapple Co.—Lanai, now Dole—was struck on February 27 over the issues of industry wide bargaining and union security. The strike lasted 203 calendar days. This time the union won. Thereafter, in the pineapple industry relationships between the ILWU and major employers were apparently quiescent until 1965. That year the ILWU called a strike for midnight March 7, against Libby, McNeill, and Libby's Molokai Plantation. After two postponements when the union stopped the clock, the strike began very early on March 8, about the same time settlement, in principle, was reached, at 1:30 a.m. As negotiators worked out contract details, workers picketed en masse. At 2:30 p.m. Governors Burns announced the settlement and the strike ended. The ILWU claimed a victory and the agreement was signed effective March 8, 1965, to remain in effect until January 31, 1968.

No major strikes occurred in the industry during the period covered by the contract. However, an industrywide strike involving some 6,400 workers is now in progress. Pineapple workers voted in mid-January 1968 to strike unless their demands were met by management under a new contract. Negotiations began in earnest in November 1967 when local 142 presented its demands to management and the HERB. The pineapple companies responded with counteroffers and the ILWU revised its demands, accepting the offers of the companies on some issues, proposing a compromise on others, and remaining pat on still others. By mid-January an impasse in bargaining had developed. On January 24 a Federal mediator entered the talks and the union offered a modified proposal. Management offered no reciprocal response. The key issues in dispute are labor demands involving extension of contract coverage for another 13,000 seasonal employees—many of them students and members of union families; and across-the-board wage increase of 25 cents an hour for each 3 years of the new contract plus labor grade reclassification of about 60 jobs and improvements in pension and medical benefits.

When Governor Burns offered his assistance, through State Attorney General Kobayashi, for mediation, the union postponed its strike call 8 days after the first strike deadline; when the negotiating parties appeared to be no closer to settlement, the union called the strike.

Observers believe that the strike—the first industrywide walkout since 1947—may be a long one. One source was quoted as having said, "These are seasoned collective bargaining relations, and I don't think there would have been a strike at all if the parties weren't pretty far apart."⁴ Five major canneries are affected: Del Monte Corp. (San Francisco), Dole Co., a division of Castle & Cooke, Inc. (Hawaii), Hawaiian Fruit Packers of Stokely-Van Camp, Inc. (Indianapolis), Libby, McNeill & Libby (Chicago), and Maui Pineapple Co. (Hawaii).

⁴ Wall Street Journal, Feb. 9, 1968.

Today pineapple canneries employ a year-round force of 3,600 and another 9,000 during the canning season. In addition the eight pineapple plantations employ 1,900 regular workers on a year-round basis, and 4,200 seasonal workers for harvesting and planting. Unlike the sugar industry, which is highly mechanized, pineapples must still be planted and harvested by hand. Again, unlike the sugar industry, pineapple is sold in an open market, with no quota or tariff protection. Third, pineapple is a much more perishable crop than sugar, which can be harvested over a period of several months. When pineapple is ripening, men move through the fields picking only the fully ripe ones. Because of this insistence on perfect ripening, many fields may be visited several times before harvesting is completed. It is generally harvested in a 7 to 10 day cycle—after that it becomes too ripe and the juices begin to seep from the fruit.

By comparison to sugar, pineapple is a labor-intensive crop requiring a relatively high portion of stoop labor. Nonetheless, the economic position of these workers compares favorably with workers in unionized industrial industries and significantly better than stoop labor on the mainland. Pineapple workers are covered by comprehensive medical and dental plans, paid vacations, holidays and sick leave, and receive pensions and/or severance pay. The wage rates in the pineapple industry presently in effect are slightly lower than the sugar rates even though, in 1967, workers received a 7-cent increase over the August 1966 wage (see table II).

TABLE II.—PINEAPPLE HOURLY WAGE RATE SCHEDULES FOR REGULAR EMPLOYEES

Grade and job classification ¹ example	Wage (1967)	Wage (October 1965- August 1966)
1. Weeder, general laborer.....	\$1.93	\$1.80
2. Hand, or machine fruit harvester.....	1.985	1.855
3. Planter, field layout helper.....	2.105	1.975
4. Spray unit operator.....	2.24	2.11
5. High lift operator.....	2.385	2.255
6. Sole spray unit driver-operator.....	2.54	2.41
7. Solo harvester driver-operator.....	2.705	2.575
8. Electrician 3d class, machinist 3d class.....	2.88	2.75
9. Electrician 2d class, machinist 2d class.....	3.065	2.935
10. Electrician 1st class, machinist 1st class.....	3.26	3.13
11. (?).....	3.465	3.335

¹ There may be anywhere from 3 to 18 job classifications within each grade; those classifications cited are only random examples of a job title within a certain grade.

² No job title listing available for grade 11.

Hawaii's Little Taft-Hartley Act

In 1945, Hawaii passed what is often described as a "little Taft-Hartley Act," the Hawaii Employment Relations Act (ch. 90 of Revised Laws of Hawaii 1955).⁵ Coverage of this act is limited by: (1) The extent of Federal preemption, and (2) the restrictions imposed in the law itself. Exemptions from coverage, expressly mentioned in the act, are employers of seven or less, employees subject to the Railway Labor Act, independent contractors, and agricultural employees engaged in the milking or feeding of milk cows.

⁵ Nine other States have similar labor legislation, modeled after the Taft-Hartley Act—Colorado, Kansas, Michigan, Minnesota, North Dakota, Oregon, Pennsylvania, Utah, and Wisconsin.

The act guarantees employees the right to self-organization and to bargain collectively through a chosen representative and also the right to refrain from such activity provided no all-union agreement has been negotiated as specified by section 90-7(c).

Section 90-7(c) or the so-called union security provision is in reality designed to "preserve the existing conditions."⁶ This section is essentially the same as section 9(e) pursuant to section 8(a)(3) of the Labor-Management Relations Act, as amended. It reads: "An employer * * * may enter into an all-union agreement with the bargaining representative of his employees in a collective bargaining unit unless the board has certified that at least a majority of such employees have voted to rescind the authority of their bargaining representative to negotiate such all-union agreement within 1 year preceding the date of such agreement."

The HERA makes special provision for conciliation of labor disputes occurring in agriculture. From an overall point of view these provisions have worked well, as can be seen from the relatively low number of strikes in agriculture as noted above and in table III.

Section 90-4 provides that in the event the board receives information that a labor dispute exists, determines it to be within its jurisdiction, and determines further that the possibility of settlement may be increased by conciliation, the Governor upon notification shall appoint a conciliator. The conciliator then shall exert efforts to terminate the dispute within 10 days succeeding referral to him or within an additional 10 days by agreement of all parties to the dispute.

According to section 90-13, "* * * where the exercise of the right to strike by employees of any employer engaged in the State in the production, harvesting, or initial processing of any farm, agricultural, or dairy product produced in the State would tend to cause the destruction or serious deterioration of such product, such employees shall give to the board at least 10 days notice of their intention to strike * * *"

Thus, when a strike in the agricultural sector is imminent the board is "warned" 10 days in advance, allowing time to appoint a conciliator and make efforts to settle the dispute under terms of section 90-4, and thereby attempt to avoid a strike.

The possibility of crop damage or loss resulting from strikes occurring in the agricultural industries is seen as a problem of particular urgency due to its threat to public health. The problem of protecting public interest short of taking away the right to strike is formidable. The HERA deals in part with this problem in section 90-7(f), which makes a violation of the terms of a collective bargaining agreement an unfair labor practice of employers and section 90-8(c) which similarly makes such a violation an unfair practice by employees. (The NLRA does not specify violation of a collective bargaining agreement as an unfair labor practice.) A complaint filed under either of these sections gives the Hawaii Employment Relations Board (HERB) the power granted by section 14, act 200 of 1963 laws, to petition a circuit court for temporary relief or a restraining

⁶ The section was modified with revision of the HERA in 1955. Before revision the section required a two-thirds majority of all employees of the unit voting, for deauthorization to be effective. Modification in 1955 simply changed the requirement of two-thirds to a simple majority of all unit employees.

order in cases of an alleged violation of a collective bargaining agreement. In such cases the circuit court, if it sees fit, can grant relief. Thus, employers covered by the HERA can obtain injunctive relief against strikes in violation of no-strike agreements. Although infrequently used, these sections do provide a certain amount of "silent" protection. All the major sugar and pineapple contracts contain no-strike clauses, which are for the most part rigidly adhered to. So-called illegal walkouts are those not sanctioned by the ILWU, for which participants have been duly punished.

The Hawaiian Employers Council has supported HERA sections 90-7(f) and 90-8(c) and section 14 of act 200, and campaigned against their amendment,⁷ proposing to take away from the HERB the power to petition a circuit court for temporary relief in cases of complaints of alleged violation of no-strike agreements.⁸

The HERA contains no provision applicable to agriculture comparable to section 8(f) in the NLRA which permits a construction contractor and union to sign a "prehire" collective bargaining agreement. The problem of proving a union majority does not, in reality, arise in the sugar and pineapple industries today. As pointed out earlier a sizable number of employees are hired on a year-round basis. Seasonal or extra harvest labor in the pineapple industry is not at the present time covered by collective agreements—this is one of the major issues in the current pineapple strike.

Has the HERA beneficially affected Hawaiian agriculture? Dr. Harold Roberts, director of the Industrial Relations Center, University of Hawaii, believes that the HERA has generally been helpful since it does provide an opportunity for agricultural employees to achieve protection under a law designed to encourage collective bargaining, the determination of bargaining units and the prevention of unfair labor practices. On the whole the labor relations picture has been reasonably stable. Industrial conflict in this area is similar to that involving production and service employees in the nonagricultural area. Where disputes do arise, they largely center on wages, hours, and working conditions.

There are occasional problems with regard to bargaining unit determination; generally in the minor agricultural industries. In the major industries, such as pineapple and sugar, there has been relatively little difficulty. A problem did arise in connection with the application of the use of the injunction in the pineapple industry. This raises some question of the problem of Federal-State relationship and the pre-emption doctrine.⁹ (The injunction under the HERA and act 200 was briefly discussed above.)

Dr. Roberts further comments that despite the present pineapple strike a review of strike statistics of the State of Hawaii will show, by and large, that the extent of strikes is somewhat less than strikes on the mainland. (See table III.) Moreover, there is a relationship

⁷ Amendment by legislature house bills 395 and 396, March 1967.

⁸ Nevertheless, some employers feel act 200 has, since its enactment in 1963, resulted in an increase in agricultural strikes in violation of no-strike clauses. They argue that act 200, in effect, closed the doors of the Hawaiian courts to an employer covered by the NLRA who seeks effective equitable relief against such "illegal" strikes. They would, however, not be opposed to amendment if it were accompanied by amendment of section 90B-15 to read, "nothing in this chapter shall be construed to apply to private suits for injunctions to remedy violations of a collective bargaining agreement."

⁹ Roberts, Harold S.; Letter to Alice Kinkead, Feb. 20, 1968.

between the extension of the right of employees to organize and the extent of strikes. By and large there will be a general but moderate rise in the strike activity as employees are extended certain basic rights of organization under State and Federal laws. This can be attributed in part to the increased efforts at unionization. In the long run, however, if the size of the unionized labor force is considered, strikes in the United States tend to level off. Over the past 20 years the percent of time lost as a result of strikes has rarely gone outside the range of $2\frac{3}{10}$ of 1 percent of time worked.

While Dr. Roberts is of the opinion that the HERA has been a beneficial factor in the development of Hawaii's agricultural industries, he does suggest that it might be strengthened by giving substance and application to the conciliation and mediation provisions in section 4 of chapter 90. This suggestion, however, is not only applicable to agricultural employees, but would be applicable generally and might provide an effective conciliation and mediation function performed by regular staff on a continuing basis in order to minimize and reduce industrial conflict.

While the Hawaiian experience is an example of the extension of collective bargaining rights to agricultural workers, it should be kept in mind that the experience is not directly applicable to mainland agriculture employment problems due partly to the largely migratory aspect of the mainland labor force, as opposed to the relatively stable labor force on Hawaii, with exception of intermittent employees during the peak of the harvest season. This raises the question of possible application of a section similar to 8(f) in the NLRA, to permit pre-hiring agreements in agriculture as section 8(f) applies to construction. As indicated, the ILWU is presently attempting to extend contract rights and privileges to the casual and intermittent employees in the pineapple industry. Although a pre-hiring arrangement would have little or no effect on a "stable" labor force, the migratory aspect of the mainland force would seem to warrant examination of the feasibility of such an arrangement which would provide for a simpler method of achieving recognition and to encourage collective bargaining.

TABLE III.—U.S. AND HAWAIIAN WORK STOPPAGES

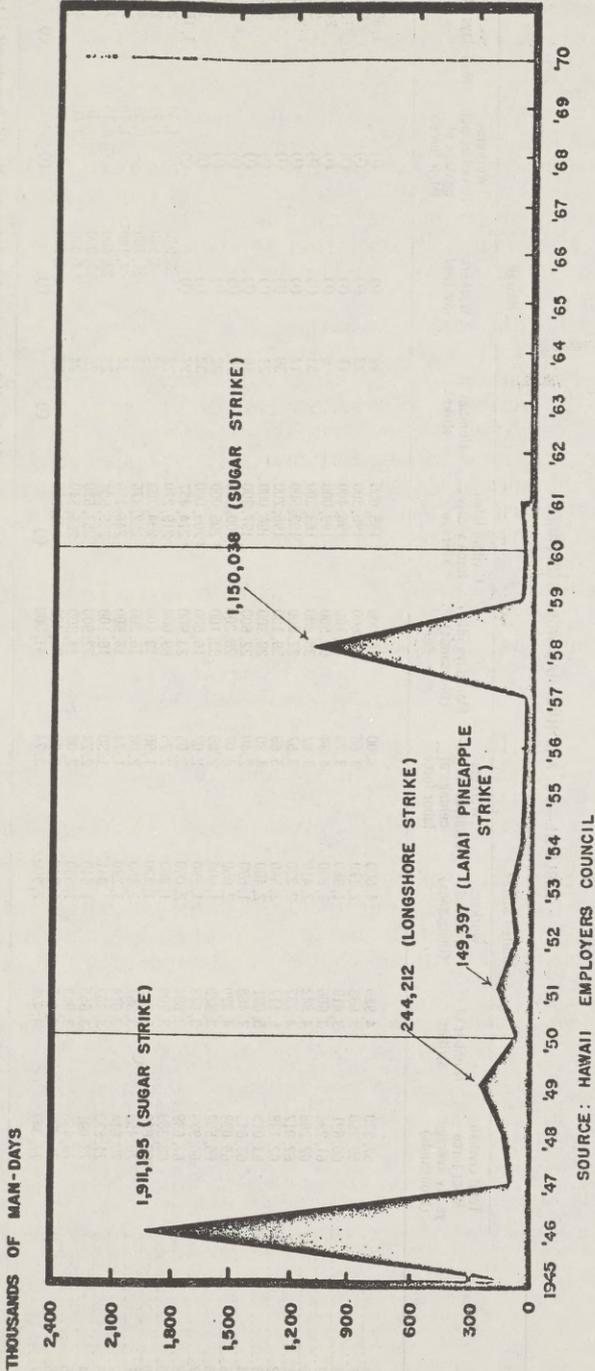
Year	United States					Hawaii				
	Total civilian labor force yearly average (thousands)	Number of strikes	Workers involved (thousands)	Workers involved as per centage of labor force	Man-days idle (thousands)	Civilian labor force yearly average	Number of strikes	Workers involved	Workers involved as per centage of labor force	Man-days idle
1946	57,520	4,985	4,600	8.00	116,000	195,000	19	(1)	(1)	1,909,779
1947	59,350	3,683	2,170	3.66	34,600	196,300	22	(1)	(1)	91,116
1948	60,621	3,419	1,960	3.23	34,100	196,400	11	(1)	(1)	121,194
1949	61,286	3,606	3,030	4.94	50,500	199,000	6	(1)	(1)	244,624
1950	62,208	4,843	2,410	3.87	38,800	188,300	53	(1)	(1)	51,052
1951	62,017	4,737	2,220	3.57	22,900	192,500	17	(1)	(1)	150,625
1952	62,138	5,117	3,540	5.69	59,100	195,200	30	(1)	(1)	81,236
1953	63,015	5,091	2,400	3.80	28,300	196,000	21	(1)	(1)	94,631
1954	63,468	3,468	1,530	2.40	22,600	197,300	16	(1)	(1)	38,764
1955	63,643	4,320	2,650	4.07	28,200	200,000	20	(1)	(1)	28,917
1956	65,023	3,825	1,900	2.85	33,100	205,000	22	(1)	(1)	18,480
1957	66,552	3,673	1,390	2.08	16,500	214,457	32	(1)	(1)	13,762
1958	67,639	3,694	2,060	3.05	23,900	219,270	27	(1)	(1)	1,130,938
1959	68,929	3,708	1,880	2.75	69,000	234,703	23	(1)	(1)	21,233
1960	68,368	3,333	1,320	1.90	19,100	252,375	32	(1)	(1)	20,493
1961	69,628	3,367	1,450	2.06	16,300	246,180	33	(1)	(1)	21,700
1962	70,459	3,614	1,230	1.74	18,600	255,604	34	(1)	(1)	71,000
1963	70,614	3,614	941	1.30	16,100	255,604	27	(1)	(1)	176,000
1964	71,833	3,362	1,640	2.24	22,900	266,540	26	(1)	(1)	17,960
1965	73,091	3,655	1,550	2.08	23,300	281,900	24	(1)	(1)	45,100
1966	74,455	4,405	1,960	2.60	25,400	(1)	28	(1)	(1)	8,000
1967	75,770	4,475	2,900	3.74	41,000	(1)	(1)	(1)	(1)	43,600
1967	77,347	4,475	2,900	3.74	41,000	(1)	(1)	(1)	(1)	(1)

¹ Not available.
² Estimated.

Sources: U.S. Department of Labor, U.S. Department of Commerce, Hawaii, Department of Labor and Industrial Relations, and Hawaii Employers Council.

NUMBER OF MAN-DAYS IDLE DUE TO STRIKES IN HAWAII, 1942-

NUMBER OF MAN-DAYS IDLE DUE TO STRIKES IN HAWAII, 1945-



THE CURRENT SITUATION (1966) OF THE HIRED FARM LABOR FORCE*

(By Gladys K. Bowles**)

This paper has two parts: (1) a section on the characteristics of hired farmworkers, their employment and earnings from farm and nonfarm wage work in 1966 and earlier years, to give a broad picture of the current socioeconomic situation of the hired farm labor force, and (2) a section on the characteristics of the population of households with at least one person who did farm wage work in 1962 (the latest date for which such information is available), to provide relevant materials on the population dependent in varying degrees on hired farmwork.

Source of Data on Hired Farmworkers.—There are several Federal sources of data on hired farmworkers, and it should be pointed out that the various sets of data do not always show consistent trend patterns in numbers of workers, levels of wage rates, or annual earnings, even after survey coverage, sampling differences, and other methodological and conceptual matters are considered. Fortunately, the broad outlines of the socioeconomic situation of hired farmworkers are not obscured by the differences that appear among the various series, and references to such differences will be kept to a minimum in this chapter.

Most of the data utilized in this chapter come from annual surveys conducted by the Bureau of the Census for the Economic Research Service published in the series of reports relating to the hired farm working force.^{1 2 3 4 5}

HIRED FARMWORKERS

About 2.8 million persons in the civilian noninstitutional population 14-years-old and over in December 1966, did some work on farms for cash wages or salary in 1966.⁶

Trends in number of hired farmworkers.—Averages for the 5-year periods, 1957–61 and 1962–66 from the hired farmworkers series indicate that the number of persons who do farm wage work in the course of a year has declined significantly. This accompanies the steady decline that has occurred among farm operators and unpaid family workers employed on farms, but is of lesser degree (13 percent) than

*Updated version of chapter 2, "The Current Situation of the Hired Farm Labor Force," in *Farm Labor in the United States*, edited by C. E. Bishop, New York: Columbia University Press, 1967.

**Gladys K. Bowles is Assistant Chief, Human Resources Branch, Economic Development Division, Economic Research Service, U.S. Department of Agriculture.

¹ Robert C. McElroy, "The Hired Farm Working Force of 1966: A Statistical Report," Agricultural Economic Report 102, USDA, ERS, Washington, 1967, 30 pp.

² Gladys K. Bowles, "The Hired Farm Working Force of 1965: A Statistical Report," Agricultural Economic Report 98, USDA, ERS, Washington, 1966, 30 pp.

³ Gladys K. Bowles, "The Hired Farm Working Force of 1964: A Statistical Report," Agricultural Economic Report 82, USDA, ERS, Washington, 1965, 30 pp.

⁴ Gladys K. Bowles and Calvin L. Beale, *Characteristics of the Population of Hired Farm Worker Households*, Agricultural Economic Report, 84, USDA, ERS, Washington, 1965, 21 pp.

⁵ Gladys K. Bowles and Walter E. Sellers, Jr., *The Hired Farm Working Force of 1963 (with supplementary data for 1962)*, Agricultural Economic Report 76, USDA, ERS, Washington, 1965, 63 pp.

⁶ Not included in this 2.8 million are persons doing some farm wage work in 1966 who died, entered the Armed Forces, or were otherwise removed from the survey population by the time of the survey in December. For instance most of the 28,500 foreign nationals admitted for agricultural work in 1966 are excluded because they had returned to their homes prior to the time of the survey. The total number of persons who are excluded from the ERS survey probably does not exceed 400,000.

the trend shown by the U.S. Department of Agriculture series on hired farm employment, which shows a decline of 16 percent in the annual average number of hired workers on farms between these two 5-year periods.

The hired-farm-working force is customarily very heterogeneous in composition. In this discussion it will be helpful to distinguish several rather distinctive groups. One group is the casual workers, who do less than 25 days of farm wage work during a year; they totaled about 1.1 million persons in 1966. In the 5-year periods referred to earlier, casual workers declined by 14 percent. These short-time workers are mainly housewives, students, and others who are not in the labor force except for very short periods. A considerable proportion of them come from households whose principal source of income is from nonfarm work or from farming and who are generally at higher income levels than the groups who get their income primarily from farm wage work.

The second group, noncasual workers, totals about 1.6 million workers and is comprised of two major subgroups. The first subgroup includes about 578,000 regular and year-round workers. Regular workers are defined here as those who work for one or more farm employers for 150 to 249 days in a year; year-round workers are employed for 250 days or more. The second subgroup includes 1 million seasonal workers who work 25 to 149 days a year. Between 1957-61 and 1961-66 seasonal workers have declined about 13 percent and regular workers have declined about 11 percent. Year-round workers, also, have declined about 11 percent.

Workers included in the Economic Research Service (ERS) survey did about 235 million man-days of work on farms, about one-fourth of the total number of days of labor on farms in 1966. Regular and year-round workers, who comprised about one-fifth of the hired farm working force, did about two-thirds of the total number of man-days of farm wage work. This is in contrast to the situation some 15 or 20 years ago, when these workers comprised about one-fourth of the hired-farm working force and did about three-fourths of the man-days of work. Casual workers, who made up about two-fifths of the hired farm working force, did about 4 percent of the 235 million man-days of farm wage work (Fig. 1).

Characteristics of hired farm workers.—About 74 percent of the 1964 hired farm working force were men and boys; about 73 percent were white. Only about a fifth were engaged chiefly in farm wage work. About 56 percent, primarily housewives and students, were not in the labor force most of the year; and even among noncasual workers, many were outside the labor force most of the year (Fig. 2).

The hired farm working force is, on the whole, a relatively young group, having a median age of 24 years in 1966. About one-third were young people 14 to 17 years old, who engage in farmwork mainly in the summertime.

About 13 percent of the workers in the 1966 ERS survey did some farm wage work outside their home counties. These are usually called the domestic migratory workers, although a small proportion may actually be imported foreign workers.

⁷ U.S. Department of Agriculture, Statistical Reporting Service, *Farm Labor, Crop Reporting Board*, Washington, various issues.

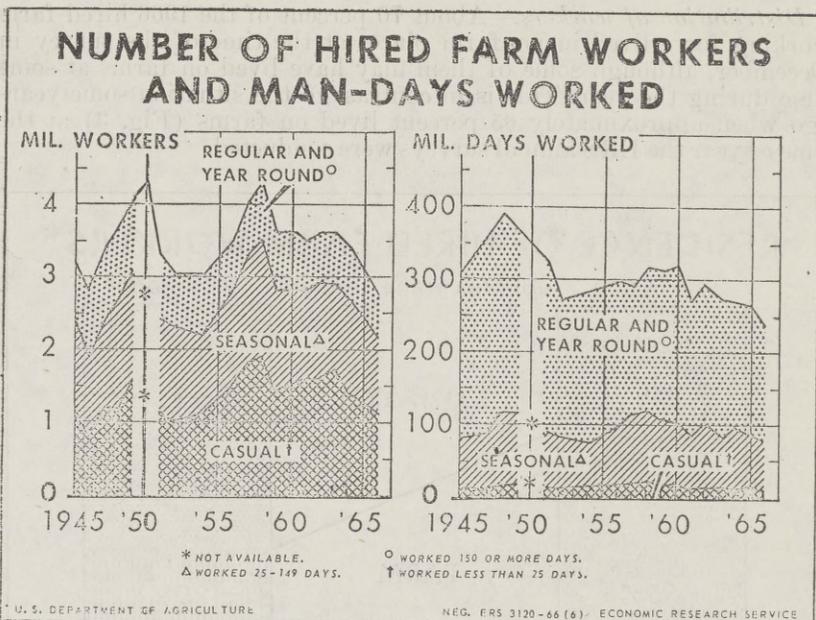
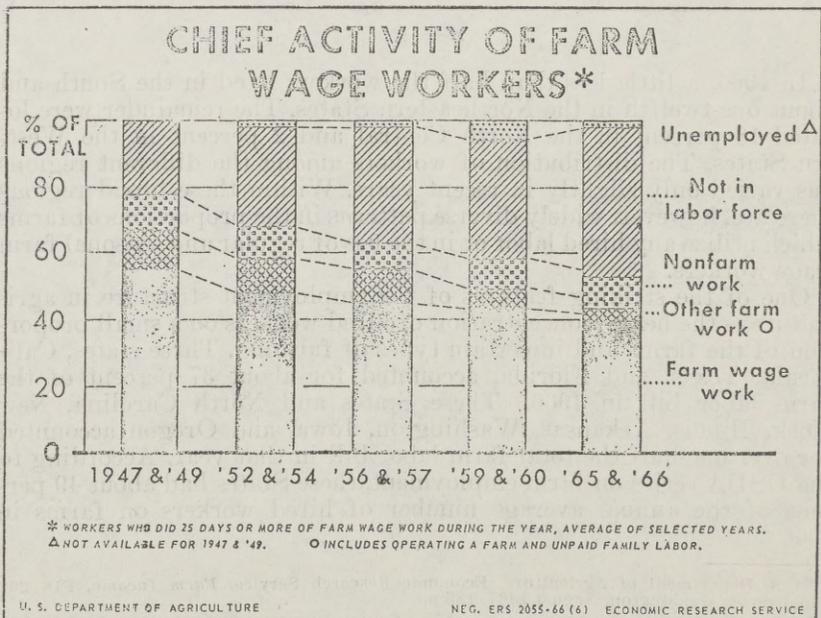


Figure 1



Utilization of hired labor also varies extensively among types of farms. For instance, livestock and dairy farms usually have a comparatively high proportion of regular workers, as the stock require regular attention. Tobacco and cotton farms use few regular workers but rely heavily on seasonal workers. Fruits and nut farms and vegetable farms are also large users of seasonal hired workers, and they have also been the principal users of imported foreign workers in recent years. These specialty-product farms have been about the only users of the 28,500 foreign workers authorized by the Department of Labor in 1966. Citrus fruits, strawberries, apples, potatoes, dates, peppers, sugarcane, tomatoes, and brussels sprouts, utilized foreign workers at various periods in this year.

Geographic mobility of hired workers.—According to the latest report on mobility of the population published by the Bureau of the Census⁹ (see also table below) male hired farmworkers have the highest mobility rate of all civilian male wage and salary workers in major occupational groups. About 30 percent of male wage and salary farmworkers lived in a different house in March 1966 from the houses they lived in a year earlier. This percentage compares with mobility rates of around 21 for male wage and salary workers in white collar, manual, and service jobs. Also the migration rate (based on workers who lived in a different county from that lived in a year earlier) was higher for hired farmworkers than for other major civilian occupational categories.

MOBILITY RATES OF MALE WAGE AND SALARY WORKERS, MARCH 1965 AND 1966 (PERSONS 14 YEARS OLD AND OVER)

		[In percent]					
		Intercounty movers (migrants)					
Wage and salary workers	All movers	Within-county movers	Total	Within a State	Between States		
					Total	Contiguous	Noncontiguous
Total.....	21.1	14.3	6.8	3.6	3.2	1.1	2.1
White collar.....	21.5	12.8	8.7	4.3	4.4	1.6	2.7
Manual.....	20.8	15.1	5.7	3.2	2.5	.8	1.7
Service.....	18.8	14.4	4.4	2.1	2.3	.8	1.5
Farm.....	30.2	21.0	9.2	6.3	2.9	1.5	.4

Source: U.S. Bureau of the Census, series P-20, No. 156, "Mobility of the Population of the United States, March 1965 to March 1966."

Higher rates of mobility and migration stem, to a large extent, from characteristics of the hired farmworker occupation. Among these are: (1) seasonality of employment with associated nonfarm-to-farm and farm-to-farm moves. About 72 percent of the hired farm work force lived in nonfarm places in December 1966, a month of low farm work activity. Yet many of these workers have moved from a nonfarm place to a farm for a period of employment and have returned to a nonfarm place, but not necessarily to the same house or even the same city or town. (2) A high proportion (about 40 percent) of the workers have more than one employer in the year involving farm-to-farm moves in many cases. (3) Probably most important, however, is the sig-

⁹ U.S. Bureau of the Census, *Mobility of the Population of the United States, March 1965 to March 1966, Population Characteristics, Series (P-20), No. 156, Washington, 1966, 49 pp.*

nificant proportion of workers who travel about the country (13 percent) while engaging in and looking for farm work. Another factor that might be mentioned is the high proportion (about 55 percent) of workers who live in rented or rent-free houses, from which moves can be made with relative ease.

About 9 percent of the wage-and-salary farmworkers made an inter-country move between 1965 and 1966. About 6 percent moved within a State and about 3 percent moved between States. Of those moving State to State a slightly higher proportion ended up in a noncontiguous State rather than a State contiguous to their native State.

A great deal of the attention given to hired farmworkers is focused on the migratory group which travels about the country while seeking and engaging in hired farmwork. Migration in search of work often aggravates problems of low income, unemployment, and underemployment, and presents a multitude of other social and economic problems for workers, and their family members, particularly to women and young children. Being highly visible and often acute, problems of these workers are brought to the attention of the public to a greater extent than are those of other farmworkers.

The mobility "streams," and thus the periodic geographic movement, of migratory workers are much better known than the patterns of more permanent mobility of hired farmworkers. A schematic chart developed by the Department of Labor shows the origin and generalized travel patterns of seasonal migratory farmworkers (fig. 4). Originating in Texas and Florida, two distinctive groups fan out through the Central and Western States and along the Atlantic coast and other Eastern States. Other smaller groups from Arizona, New Mexico and Washington, and Oregon travel to and work in California, Washington, and Oregon.

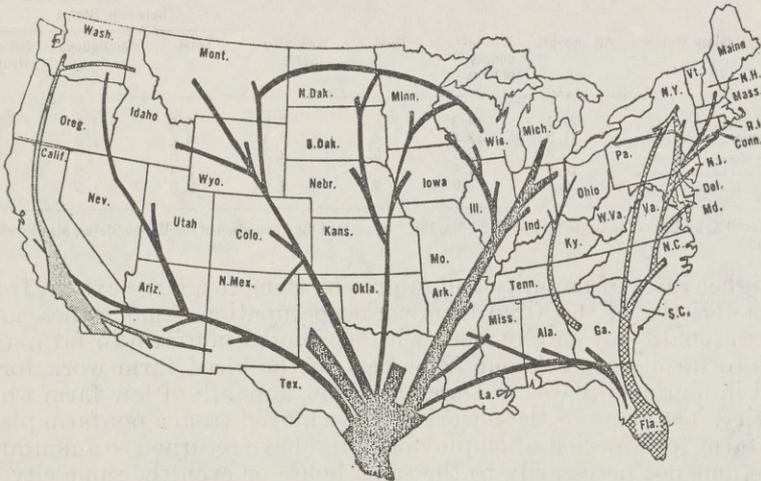


FIGURE 4.—Travel patterns of seasonal migratory agricultural workers.
Source: U.S. Department of Labor, Bureau of Employment Security, 1961.

Certain States regulate labor camps, conditions of travel, day care for children, working hours of children under 16, the activities of farm labor contractors and crew leaders, and other conditions of work of migratory farm laborers. Federal legislation requires that crew leaders register with the Employment Service and regulate their activities. The

Economic Opportunity Act has special provisions for programs to improve housing, sanitation, and day care of migratory children. The Migrant Health Act provides for special programs designed to improve the health conditions and medical facilities available to migratory workers and their family members. Although these projects include new and imaginative features, in total they are not likely to go far in solving the special problems of the entire group of farmworkers.

Moreover, the relative position of farmworkers has actually deteriorated since the end of the war. When adjustments are made for cost of living increases farmworkers are shown to be falling behind wage workers in other industries. The relative worsening of the farm-nonfarm wage rate situation holds for all major regions of the country. Even in California, where highest farm wages are paid, on the average, the gap between farm and nonfarm wages has widened in the last 10 years. The ERS annual survey of hired farmworkers shows that, as a group, hired farmworkers earned about \$8.55 a day in cash wages from their farm wage work in 1966. For an average of 85 days of farmwork, in 1966 hired farmworkers earned \$731.

It should be noted that throughout this section of the chapter daily and yearly earnings refer only to the cash wages received by workers and do not include the value of perquisites or fringe benefits furnished without charge by the employer. Actually hired farmworkers generally receive less in the way of fringe benefits than do nonagricultural workers. A substantial proportion of farm-wage workers do receive some perquisites such as room and board, housing, meals, transportation, and use of garden space. In general, the value of these items does not equal the value of health and medical insurance, paid vacations, and other fringe benefits received by industrial workers, and the quality of housing, sanitary facilities, and other housing equipment provided for farm-wage workers is very often substandard.

One of the major features of the hired farmworking force is the great variation among major groups in the average number of days of employment and related daily and yearly earning from farm-wage work. A few facts will adequately demonstrate this variation in 1966:

1.1 million casuals averaged 9 days of work and earned \$70.

1.6 million noncasuals averaged 138 days and earned \$1,188.

On the average, casual workers earned \$7.45 a day when they worked on farms.

Men averaged \$7.70 a day and women \$6.95.

Nonmigratory workers averaged \$7.15 a day; domestic migratory workers earned \$11.50.

Even among noncasuals, many are not in the labor force, or they do types of work other than farm-wage work most of the year. Since 1947-49 the proportion of noncasuals whose chief activity was farm-wage work has been declining and the proportion not in the labor force the greater part of the year has been increasing.

Among the noncasuals—

1.1 million seasonal workers averaged 63 days of work and earned \$521 from farm-wage work.

0.2 million regulars averaged 195 days and earned \$1,751.

0.4 million year-rounds averaged 319 days and earned \$2,788.

Whites averaged 139 days at \$9.45 a day, earning \$1,322, cash wages.

Nonwhites average 134 days at \$6.25 a day, earning \$838.

Workers in the Northeast received the highest daily wages, \$11.80, those in the South received the lowest, \$6.65.

Nonmigratory workers averaged 141 days at \$8.25 a day, earning \$1,164.

Domestic migratory workers averaged 121 days at \$10.80 a day, earning \$1,307.

About 1.7 million persons did farm-wage work only (FWO workers), and about 1.1 million were employed at both farm and non-farm-wage work (FNF workers) in 1966.

FWO workers had about 104 days of farm-wage employment and earned \$894.

FNF workers did an average of 109 days of non-farm-wage work and 55 days of farm-wage work and earned total wages of \$1,880.

FWO workers earned about \$8.50 a day from farm-wage work; FNF workers averaged about \$8.65 a day.

FNF workers earned about \$12.85 a day from their non-farm-wage work.

CHARACTERISTICS OF THE POPULATION OF HIRED FARMWORKER HOUSEHOLDS

Although systematic data have been available for many years on hired farmworkers, little has been known about the population of all ages associated with these workers. Yet such data are pertinent in a number of contexts. By almost any measure, the occupation of farm-wage worker ranks as poorest in income and education of worker, housing, continuity of employment, and extent of inclusion in the conventional social protections of unemployment compensation, disability insurance, minimum wage or collective-bargaining laws. Thus it is relevant to have information not only on the farmworkers themselves but also on size and characteristics of the population dependent in some degree on them.

In this second part of the chapter, farmworker households are those households which had at least one member who had engaged in hired farmwork in 1962. The population of these households was cross-classified by characteristics of the household head and by the amount of hired farmwork done by members of the household. The result is analogous to occasional past studies that have dealt with the population of farm-operator households.

In December 1962 there were 2.6 million households in the United States with one or more of the 3.6 million persons who did farmwork for wages or salary in 1962. The total population of these households was 11.2 million persons, or 6.1 percent of the total U.S. population. This represents the maximum number of persons in the Nation who had some direct degree of dependence on hired farmwork for their support.¹¹

¹¹ Although the number of farmworkers and the total number of persons in their households have declined since 1962, the patterns of dependence upon hired farmwork of the 1962 work force, is illustrative of the current situation.

Of the population in farmworker households, 3,054,000 persons or 27 percent, were nonwhite. Thus nonwhites, who made up about 12 percent of the general population in 1962, were greatly overrepresented in the farm-wage worker population.¹² Most of the nonwhites are Negroes, but Japanese, Filipinos, and American Indians are also included.

One-half the population of farm wageworker households were children and youth under 18 years of age. This figure compares with about 37 percent for all households in the United States. Households with one or more farm wageworkers were somewhat larger (4.4 persons) than the average household in the United States (3.8). Nonwhite farmworker households averaged 4.9 persons in 1962 compared with 4.2 persons in white households, in difference due mainly to the larger average number of children and youth in the nonwhite households. At the time of the survey, nonwhite households averaged 2.8 persons under age 18, whereas white households averaged 2 children and youth. Nonwhite households also typically contained a larger number of persons who had done farm wagework in 1962 (1.7) than did white households (1.3).

Sex and Age Distribution of Household Heads.—Farm wageworker households have males as the head somewhat more often than do other households. In 1962, 87 percent of farmworker households had a male as the head compared with 82 percent of all households. Households with a woman as the head are rather frequent among nonwhite farmworkers. More than one-fourth of these nonwhite households do not have a male head as compared with one-twelfth of the white-worker households without a man as the head. The heads of households having farm wageworkers are somewhat younger, on the average, than are the heads of other households. Nearly 50 percent of them, in 1962, were under 45 years of age, compared with 45 percent in the general population. Nonwhite heads were a little older, on the average, than white heads of farmworker households.

Education of Household Heads.—The median years of school completed by heads of households (25 years of age and over) which had one or more persons doing farm wagework in 1962 was 7.7 years. About 65 percent of these household heads had not gone beyond eight grades of school. Among nonwhite heads, more than 80 percent had not gone beyond eight grades in school. Of the family heads in the general population in 1962, on the other hand, only 35 percent had not gone beyond eight grades of school. For nonwhite heads, in the general population, the percentage was 56.

Total Family Income in 1962.—Households in which one or more members had done some farm wagework had a median net money income from all sources of about \$2,600 in 1962. The median for white households of \$3,156 was more than double that of \$1,505 for nonwhite households. Part of the difference in total income resulted from the fact that a higher proportion of nonwhite households were headed by persons who for the greater part of the year were not in the labor force or were unemployed. Also, more white than nonwhite

¹² Information on the general population used for comparative purposes in this report is from various publications of the U.S. Bureau of the Census. Specifically, U.S. Bureau of the Census, "U.S. Census of Population: 1960. General Social and Economic Characteristics," U.S. summary. "Final Report" PC (1)-1C. U.S. Government Printing Office, Washington, 1962, 344 pp.

heads were engaged primarily in nonfarm work rather than in farm wagework.

Migratory Status.—There were 178,000 households, containing 604,000 persons of all ages, in which the head did some migratory farmwork in 1962. These households do not include all the 380,000 people who did migratory farmwork during the year. Some migratory workers either did not come from households where the head was a migratory worker or lived in group quarters which were not defined as households. It is estimated that about 300,000 households had one or more migratory workers. The relatively small population in households headed by migratory farmworkers (5.4 percent of the total farmworker household population) is a reminder that the migratory-worker population is a very small segment of the total group with some dependence on hired farmwork.

DEPENDENCE ON HIRED FARMWORK

The degree of dependence of families on hired farmwork for their livelihood varies greatly. For some, farm wagework is the principal source of income; for others, it supplements income from nonfarm work or from farming.

Population with minor dependence on hired farmwork.—Of the 11.2 million people living in all farmworker households, 6.4 million, or more than half, were in households in which the head of the house did less than 25 days of hired farmwork. The other household members had a combined total of less than 150 days of such work. About 90 percent of them earned less than \$100 from hired farmwork, and the group averaged over \$3,000 of income per family from other sources. These households clearly had only minor dependence on farm wagework for their support. It is estimated that less than 5 percent of the net income of the population in this group came from hired farmwork.

Compared with other hired-worker households those with minor dependence—

Were least likely to live on a farm. Only 31.5 percent are on farms compared with 41.5 percent of the other farmworker population;

Were more likely to be from households where a good level of education prevails. More than 25 percent of the household heads had completed high school compared with 15 percent for heads in all other farmworker households;

Had fewer nonwhites. About one-fourth of the population in these households was nonwhite, a somewhat lower proportion than in other dependence groups; and

Had more children 6 to 18 years of age (37 percent against 30 percent in households with moderate or primary dependence).

In other words, many of the casual farmworkers come from nonfarm homes with good educational levels, and a high proportion are school-age children earning money on local farms after school hours or in periods of peak labor need. In 80 percent of the households, only one person did any farmwork. The average level of family income in these households of \$3,187 was equal to the average of the general farm resident population, and was noticeably higher than that

of families with moderate dependence (\$1,856) or primary dependence (\$2,476).

Population with moderate dependence on hired farmwork.—A second group of households had moderate dependence on farm wage-work. These were households in which the head performed 25 to 149 days of farm wagework per year (usually less than 75 days) or in which the head did little or no farmwork but other members of the household did an aggregate of 150 or more days. The total population in the households of moderate farmwork dependence numbered 2.7 million. As a group, such households earned approximately 28 percent of their income from hired farmwork.

The population with a moderate dependence on farm wagework consisted of two different types of households. The more numerous were those in which the household head did some farm wagework, but less than 150 days per year. The second type consisted of households where the head did less than 25 days of such work, if any, but the work of one (or more) other household members added up to 150 days or more of hired farmwork.

In the households where the head did a substantial amount of farm wagework, there were about 1.9 million people. In these households—

Three-fifths were in the South, a heavier southern concentration than is true of any other dependence category (except where the head did 150–249 days);

About three-eighths of the population were nonwhite;

Three-tenths of the people lived in urban areas, a higher proportion than of any other category;

Heads of households also did much nonfarm work and some of them were farm operators;

Others were adults who were not usually in the labor force. Also included were many people who wanted but could not obtain more work; and

17 percent of the heads who had performed 25–149 days of farm wagework in 1962 were unemployed in December of that year.

This was the poorest group of farmworker households, with an average total family income of \$1,571 and only \$418 a year from farm wagework. To some extent low income results from the fact that a higher proportion of household heads in this group was nonwhite and a higher proportion was of late middle age or older (and in a state of semiretirement) than is true among regular workers.

The second group of households in the moderate dependence class is much smaller, including about 748,000 persons. In these households in which 150 days or more of farm wagework were performed by household members, but little or none by the head, two types of situations prevail; those in which the household head was a farm operator (29 percent) and his children or wife worked for wages for him or some other farmer, and those in which the head was too old to work (21 percent were 65 years of age and over).

Only a little over a fourth of the population was nonwhite.

Twenty-three percent lived in urban places.

There was very little unemployment among heads of these households (only 1.6 percent of those in the labor force).

Over 40 percent were engaged primarily in nonfarm work at the time of the survey.

The average level of family income (\$3,218) was better than in the homes of full-time farm wageworkers, despite the high proportion of elderly heads. Only a fourth of the households in this group had less than \$2,000 income from all sources compared with five-eighths of the households in the other group with moderate dependence on farm wagework (where the household head works for 25-149 days).

Population with primary dependence on hired farmwork.—These are households in which the head did at least 150 days per year of hired farmwork. They contained a population of 2.2 million persons in 1962 and averaged receiving about 82 percent of their income from farm wagework. Workers in these households performed about 64 percent of all days of hired farmwork that were done in the Nation although they contained only 20 percent of the farmworker household population.

In about two-thirds of the households with a primary dependence on farm wagework the head was the only person who did such work. Such households actually averaged a larger total income than those in which wives or children engaged in farmwork also. Not all the heads of these households, however, had full-time farmwork. A full work year is about 250 days (on a 5-day basis), but a third of the heads in the primary dependence group had only 150 to 249 days of farmwork yearly. The low-average family income of this latter group suggests that employment of other family members is relatively limited and that there is a good deal of underemployment among the heads of these households.

In the households with primary dependence on hired farmwork—

About one-fourth was nonwhite;

Probably because of their rather constant connection with agriculture, nearly half the people lived on farms, and most of the others lived in rural-nonfarm homes;

Among the four major regions of the Nation, a larger number of households with primary dependence on farm wagework were located in the South than in any other single region, as is true of all classes of farmworkers; and

In the Northeast and the West the relative number of households with primary dependence was disproportionately large—24 percent in each region. In the South 20 percent and in the North Central States 16 percent of the households were primarily dependent on farm wagework.

INCIDENCE OF LOW LEVELS OF INCOME AND EDUCATION AMONG HIRED FARMWORKER HOUSEHOLDS

As noted in the 1964 Economic Report of the President, households with heads who were farm laborers or foreman have a very high incidence of poverty (defined as households with less than \$3,000 income in a year). In 1962, 56 percent of the households headed by farm laborers and foremen had less than \$3,000 family income, an incidence of low income exceeded only by households headed by domestic service workers.

Among farmworker households in 1962, the same proportion (56 percent) had total income of less than \$3,000. The incidence of low income was particularly high among nonwhites (83 percent), most of whom are in the South, and among households headed by persons who had done some migratory farm wage work in 1962 (71 percent).

Among the three farmwork dependency classes incidence of low annual income was highest among families that did some hired farmwork but did not have regular or full employment in either farm or nonfarm work or a combination thereof, in other words, in the moderate-dependence category.

Proportion of farmworker households with less than \$3,000 family income in 1962

<i>Dependency class</i>	<i>Percentage</i>
Total -----	56
Minor -----	48
Moderate -----	71
Primary -----	61

The relationship of income and education has received much attention in recent years. Low levels of education of many hired farmworkers mean that they can obtain only relatively low-paying types of farm and nonfarm jobs. Among households with persons who had done some hired farmwork in 1962 that were headed by persons at least 25 years old, 65 percent of the household heads had completed only 8 grades of school or less, about one-third of whom had completed less than 5 grades of school. Households where the head had completed less than 5 years of schooling averaged about \$2,000 income from all sources and those where the head had 5 to 8 years averaged about \$3,000 total family income. Higher average levels of income were associated with each higher level of educational attainment of the head, with those headed by persons who had completed high school averaging nearly \$5,800.

Within each educational category, the average income of nonwhite households was less than that of white households. In fact, the average income of households headed by nonwhites who had completed high school was only a few hundred dollars higher than the income of white families with a head who had completed less than 5 years of school.

Households headed by migratory workers averaged about \$2,600 from all sources in 1962. Among these households the same relationships, pointed out above, existed between level of education and family income. Households headed by persons with less than 5 years of school completed averaged about \$1,900 family income whereas those with heads who had completed high school had an average family income of \$4,200.

Among households in the three categories of dependency on farm wage work, the relationships between income and education of the household head followed the general pattern. Households with moderate dependence on farm wage work headed by persons who had completed less than 5 years of school averaged only \$1,600 income; households with minor dependence on such work, headed by persons who had completed at least high school averaged about \$6,200 family income in 1962.

In farmworker households, fully one-half the population consisted of children under 18 years of age, and nearly two-thirds of the children and youth under 18 years in households in some way dependent on farm wage work were in households where the head had completed eighth grades of school or less. In the primary and moderate dependence categories over 70 percent of the children were in households headed by persons who had had no high school education.

About three-eighths of the children in households having a primary dependence on farm wage work are in homes where the head of the house has less than 5 years of schooling. These homes average three children under 18 years each, compared with an average of two children in the other primary-dependence homes of higher education. Thus, within the farmworker population, children are overrepresented in households of extremely low education.

About 3 million, or 54 percent, of the children and youth were in households in which total family income in 1962 was less than \$3,000. These 3 million young people comprise 27 percent of the 11.4 million children and youth under 18 years of age living in all households in the United States where family income totaled less than \$3,000 in 1962.

It is the heavy proportion of children in farmworker households that in part creates concern over the welfare of this population. The low education of the majority of the parents and the intermittent and seasonal nature of the work of many of them produce conditions which help to perpetuate low education and low aspirations from one generation to another.

RESOLUTION OF THE FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION

(Adopted April 10, 1968)

Whereas the Migrant Program of the State of California was developed as a comprehensive social package of housing day care, health services, etc.; and
Whereas all services except housing are to be discontinued effective immediately; and

Whereas \$70,000 of OEO money has been spent in Fresno County to build day care centers and a total of \$600,000 has been spent to build such centers throughout the State; and

Whereas this Commission has spent another \$12,000 on equipment and supplies; and

Whereas this Commission has hired staff, trained personnel and prepared to continue a meaningful day care program in Fresno County; and

Whereas the operation of a Migrant Program without day care services is an apparent violation of the California Migrant Master Plan; and

Whereas the said Migrant Program without the eliminated services will tend to create new ghettos; and

Whereas, the elimination of the day care program deprives the Migrant children of pre-school education necessary for them to become contributive students in the public school system, endangers their health and lives by forcing them to spend 10-12 hours daily either in the fields or in locked cars, a practice that has already taken lives and caused irreparable physical and mental damage to countless children.

We, the Fresno County Economic Opportunities Commission, unanimously recommend that a day care program be maintained in the migrant camps throughout the State of California and especially the camps at Parlier and Rasin City, Fresno County.

ALBERT MOLINA, *President.*

TEMPLE UNIVERSITY,
SCHOOL OF BUSINESS ADMINISTRATION,
Philadelphia, Pa., January 30, 1968.

Senator HARRISON WILLIAMS,
Chairman, Subcommittee on Migratory Labor, New Senate Office Building, Wash-
ington, D.C.

DEAR SENATOR WILLIAMS: Enclosed for your consideration is a copy of a petition regarding N.L.R.A. coverage for agricultural workers. The petition was signed at a seminar on agricultural labor relations held at Temple University.

A copy of the booklet announcing the seminar is also enclosed.

Very truly yours,

WALTER J. GERSHENFELD,
Associate Professor, Department of Management.

[Enclosure]

The following members of the Temple University Seminar on Labor Relations in Agriculture support the inclusion of agricultural workers under NLRA coverage as a benefit to agricultural workers, farm operators and to the general public.

Scott Nielsen, Irving J. Cohen, Henry Hertzfeld, Jerome Cohen,
Michael Rabbitt, Karen S. Koziara, Fay Bennett, Walter J.
Gershenfeld, J. Joseph Loewenberg, Michael Moskow, Kenneth
McLennan, Rev. Francis X. Quinn, S.J.

[From The National League of Women Voters Facts & Issues, December 1967]

THE MIGRANT WORKERS

"We're always going someplace, but we never git no place."—
Oklahoma migrant

The United States is for the most part a transient society—voluntarily and conspicuously on the move in search of economic advancement, pleasure or adventure. There is, however, a vital segment which travels inconspicuously. It is composed of migrant workers, impoverished and illiterate, who camp along the dusty backroads of rural countryside and travel because of economic necessity.

Whatever their migratory pattern—from Florida along the Atlantic coast into New England, from Texas into the Rocky Mountains and the North Central States or from California to the Pacific Northwest—beginning in early spring, they stream northward to pick fruits, vegetables, cotton or tobacco. At crop season's end they return for the winter months to their places of departure, usually their base camps where there is more picking to be done.

Thousands of agricultural workers with children join migrant crews each year, lured by prospects of employment for the whole family, but no one knows for sure how many migrants there are. According to the U.S. Department of Labor, migrants represent about 25 percent of the Nation's seasonal agricultural work force, or over 200,000 workers.

Their earnings are the lowest of our Nation's labor force, ranking far below even laundry workers on the hourly income scale. Yearly earnings of the migrant laborer in 1965 averaged only \$1,737, including almost \$600 from nonagricultural work. The average cash hourly wage varies according to sections of the Nation. Lowest rates are paid in the South; on the Pacific coast, rates are highest—but even the high-

est sectional average guarantees no better than a poverty-level yearly income. The inadequacies of the migrant's wage levels are compounded by his long periods of seasonal unemployment, and his total employment averaged only 122 days in 1965.

STATUS UNCHANGED IN 30 YEARS

More than 30 years ago, John Steinbeck's "Grapes of Wrath" dramatized the degradation and poverty of migrant workers. But over succeeding decades their status, unlike that of their fellow farm laborers, has been relatively unchanged by social and productive legislation.¹ With good reason they are termed "excluded Americans." The Negroes, Puerto Ricans, Mexicans and Spanish Americans who largely compose their ranks are subject to the gamut of discrimination. Their labor camps are pockets of seclusion and isolation.

National legislative programs such as social security, unemployment compensation and health insurance excluded the migrants until recently. But even recent legislation applicable to them is inadequate in coverage and is inadequately enforced. They have no voting rights; opportunities for public school education are at best sporadic, and their transient way of life deprives them of legal protection. In sum, the social benefits usually available to the intransient are unavailable to migrant workers. Yet the migrant workers' underpaid and frequently unemployed status, plus their constant vulnerability to accident and illness, make acute their need for these benefits and protections.

Legislative landmark in 1966

A landmark in the campaign for adequate social legislation for the migrant worker was achieved in 1966 when the Fair Labor Standards Act was amended to extend Federal minimum wage coverage to about 30 percent of the Nation's farmworkers, mainly those employed on larger farms. The amendment provides for a minimum wage of \$1 per hour with gradual increases to \$1.30 by February 1969. The severely limited coverage and low wage floors of these new benefits leave the farmworkers still faring poorly in the labor market.

For years the willingness of Mexican contract laborers (braceros) to work for low wages has hampered domestic farmworkers' efforts to raise hourly wages and standard working conditions. Despite termination in 1964 of the formal agreement (Public Law 78) between the Mexican and United States Governments for the importation of foreign workers (which resulted from the World War II farm labor shortage), some foreign workers continue to be admitted. Florida, for example, still relies heavily on British West Indian workers.

AGRICULTURAL REVOLUTION

Specialization, mechanization, and consolidation have revolutionized agriculture and drastically reduced the demand for labor in field operations, signaling a disastrous fate for the migrant worker. The farm industry has evolved into large-scale corporate enterprise termed

¹For example, Hawaii and Puerto Rico are the only jurisdictions which specifically cover agricultural workers under their employment laws.

"agribusiness." Extensive acreage in the individual units of "agribusiness" is corporately owned by holding companies, investors' associations or absentee landlords. Today about 54 percent of all farms hire no labor while 5 percent pay three-quarters of the Nation's farm wages. The few labor-employing farms of "agribusiness" dominate the contemporary agricultural scene.

It is estimated that in 1970 the total number of farm labor placements will be half of the actual total for 1963. Farm employers assert that efforts to mechanize will be expanded even further if wage levels paid to unskilled labor are raised. Nonetheless, the harvesting of many fruits and vegetables still requires picking by hand, and the migrant laborer continues to be a needed member of the Nation's labor force.

But the agricultural revolution has eliminated many unskilled jobs. The retraining of ex-migrants has failed to match the accelerated pace with which former tenants, sharecroppers and marginal farmers join the bands of migrant laborers.

Diminishing job opportunities for the unskilled agricultural laborer point to the basic education and job retraining necessary today if he is to be kept in the rural areas—and off the urban welfare rolls—tomorrow. If he does not join a migratory crew, the rural resident—unskilled, uneducated, impoverished and jobless—has no choice except to join the company of fellow minority group members crowded into urban ghettos. From 1950 until 1960, 1.5 million nonwhite workers left the rural south for the large manufacturing States in the Northeastern and North Central regions of the United States. Rural poverty is the breeding place of city slums, according to Secretary of Agriculture Orville Freeman in recent testimony: "The urban poor who are today overwhelming our cities are the rural poor of yesterday * * *. And the rural poor of today, and their children, are the urban poor of tomorrow."¹

Children Denied Adequate Education

The uncontrollable factors in their family lives often deny to migrant children educational opportunities which could help them to escape from the poverty cycle. As these children mature, they face increased economic pressure to withdraw from school in order to contribute to the family income. State compulsory education laws do not protect the children of migrant workers who are often nonresidents of the States in which they are employed. Though Federal and State statutes prohibit employment of these children during school hours, violation of the laws is widespread.

Only 10 States currently restrict child farm labor to hours before and after the school day and during the summer vacation. "Crop vacations" in the middle of the school year are frequently reasons for classroom absenteeism. Department of Labor investigations of 2,562 farms revealed in 1964 that 7,972 minors under 16 were illegally employed during school hours.

A community using migrant labor may be confronted with an increase of over 200 percent of school age children during the harvest

¹ The National Advisory Committee on Farm Labor reports that numerous migrants settle where they end up each year, often because they haven't enough money to get back home. Many continue to do seasonal work under conditions which are scarcely an improvement over their former migrancy.

season. Provision for additional space may mean an increase in taxes for the entire community to adjust to an expanded enrollment of temporary, nontaxpaying residents. The special needs of migrant children often require special educational programs. Their language and cultural background may differ from those of the pupils in the local communities; their academic retardation due to irregular attendance impedes easy assimilation into a highly structured educational system.

Adjustments Are Made To Meet Challenge

Adjustments have been made to meet the challenge. The Office of Economic Opportunity has designed various programs to decrease the language barrier; to change acquired attitudes toward education and academic achievement; to encourage self-expression; to improve health standards, and to bring about community assimilation at least temporarily. Several States have undertaken special experiments in curriculum innovation.

Texas has initiated pilot programs in the home base communities of migrants so that an entire school year is compressed into the several-month period before the children begin their seasonal trek northward. For children en route, a few communities have established summer schools to educate the youngsters of working migrants. These summer sessions have been highly successful in educating the very young. A newly organized migrant summer school in Iowa reported that the average daily attendance of all students enrolled in the elementary program was better than 99 percent.

Effectiveness of summer schools is mitigated by the turnover of families who do not return to the same area each year, absenteeism due to employment in the fields or baby sitting at home. Furthermore, most State child-labor laws do not apply to the summer months.

Providing remedial education for migrants during the harvest season is ticklish. Many parents want their children in the fields with them rather than alone and unsupervised at deteriorated, unsanitary (and sometimes rat-infested) campsites. Once the children arrive at the fields early in the morning, they often cannot get transportation to the special migrant schools likely to begin several hours later.

The Office of Economic Opportunity is operating in another way to help the migrant child. VISTA (Volunteers in Service to America) supervises child day care centers in many communities, in 1966 reaching over 20,000 migrant children. Their programs encompass supervised care, educational activities, learning experience in basic language skills, and a medical and health plan complete with nourishing food, physical examinations and necessary immunizations. These day care centers serve both to provide a safe retreat for young children when their parents are working and to deal with the basic roots of their educational deficiencies, the illiteracy and lack of skills which stunted the economic and social growth of their parents.

Migrant needs to be informed

A basic problem intrinsic to fighting poverty in scattered rural areas where the migrant lives is informing him of his eligibility for Federal programs. Currently only a quarter of the migrant population has access to the health projects under the Migrant Health Act. Rural communities often lack the personnel and technical means for effective

communication. Even with communication, the distance from such services makes clinics and treatment centers only partially accessible.

Unfortunately, distance is not the only obstacle. A local hospital just minutes away is likely to deny a migrant laborer admission because he does not meet residence requirements. State residence requirements (ranging from 6 months to 6 years prior to application for aid) usually bar migrant workers from financial welfare assistance except in emergency situations. Thirty-eight States impose durational residence requirements, thus barring migrants from all of the federally supported public assistance programs except medical care for the aged. Requirements for length of service (20 days) or quantitative earnings (\$150) from a single employer for all practical purposes make migrant laborers ineligible for the social security program.

The exclusion of so many agricultural laborers from so much of the social legislation extended to their industrial fellows results from organized pressure against them and their failure to press for their own needs. Farmworkers lack legal protection in their efforts to bargain collectively. They were exempt from provisions of the National Labor Relations (Wagner) Act of 1935, which extends legal guarantees to industrial laborers, safeguarding their right to organize in unions and to bargain collectively with employers. They were excluded from the national labor legislation of the 1930's by agricultural interests hostile to the unionization of their workers. Although existing labor unions have since made attempts to organize farmworkers, efforts have failed because—

Too many workers were willing to work for the low wages offered; farmers could replace labor organizers with nonunionized workers;

The Mexican contract labor program hindered the drive for unionization of American farmworkers; and

Agricultural laborers lacked an educated leadership to enforce organization and an educated membership to undertake the disciplined, united action necessary to combat grower hostility.

RISING ASPIRATIONS

The recently increased movement for unionization evinces rising aspirations of the disadvantaged farmworker. In many areas agricultural workers are organizing for collective action, even without NLRA legal protection. They are striving for equality with the farmer in labor-management relations. For example, grape workers in California successfully organized the United Farm Workers Organizing Committee and are now affiliated with the AFL-CIO.

Concurrently, critics of such unions forecast harmful effects to agricultural laborers. Growers predict that legislation broadening the NLRA coverage would accelerate the trend of rising wage costs and expedite farm mechanization. Not only would wage increases reduce farm employment, say the growers, but they would transfer the production of high-labor-requirement crops, such as fruits and vegetables, to Mexico.

Many others see unionization as the answer to the farm laborers' plight. Removal of the agricultural exemption from the NLRA will be the next objective for farmworker supporters in Congress. It is

deemed the most important current piece of legislation to benefit migrant workers. A coalition of national religious, civic, and labor organizations—including the National Advisory Committee on Farm Labor, the United Churches of Christ, the Methodist Church, and the AFL-CIO—have united in the national campaign for agricultural democracy to secure passage of an amendment to the NLRA to extend collective bargaining rights to farm employees.

Farm, Grower Groups Block Progress

Opposition of farm groups and grower associations has thus far successfully blocked progress on this NLRA amendment (S. 8) introduced by Senator Harrison Williams, Jr., Democrat of New Jersey, in four consecutive Congresses. Representative James O'Hara, Democrat of Michigan, has introduced a companion bill (H.R. 4769) in the House. Farmers argue that conditions in agriculture are so distinct from those in industry that provisions for equitable labor-management relations in the factory cannot be applied to the farm. They claim that the perishability of the farmer's produce renders him particularly vulnerable to labor's demands since a delay of just a few days in the harvesting of fruits and vegetables may result in bankruptcy.

It was not until the late fifties and early sixties that the legislative battle to benefit migrant farmworkers really got underway. In 1949 an amendment to the child-labor provision of the Fair Labor Standards Act barred children under 16 from farmwork during school hours. Otherwise, for almost a decade, there were no Government programs for health, housing, or education; few States or Federal regulations attempted to meet the agricultural laborer's needs.

The 1962 Migrant Health Act (extended through fiscal year 1968), the first Federal program of its kind, authorized grants by the Public Health Service to public or voluntary nonprofit agencies for part of the cost of family health clinics and other health projects. Under this program an estimated 250,000 farmworkers now have ready access to project services at some time during the crop season. Although \$7 million was authorized for expenditure in fiscal 1966, only \$3 million was actually appropriated. Each year since, requests for assistance, requests for assistance have exceeded available funds.

Programs for migrants under the 1964 Economic Opportunity Act aim to "bring some stability to the seasonal worker's life and to bring him inside the American society." The act authorizes Federal aid for the education of migrant laborers and their children; day-care centers; housing and sanitation facilities, and demonstration projects. Migrants themselves are on the policymaking boards governing community action programs; they become members of the project staffs. The act, as amended by the 89th Congress, also permits grants to independently funded nonprofit organizations in selected rural areas. At first rural areas were slow in responding to CAP; by the end of 1966, however, over 600 agencies had been organized. During fiscal 1966, OEO approved grants to 76 agencies operating programs for migrant education, child care, housing and sanitation projects which involved the participation of 150,000 farmworkers.

Other legislation includes—

S. 198 introduced in the 90th Congress by Senator Williams for a voluntary farm placement program supplementing present

Federal-State placement procedures. It is designed to help in channeling migrant labor to particular harvesting areas at the proper time, furnishing fuller employment and assuring growers of enough qualified workers.

S. 197 amending the Fair Labor Standards Act to limit further child labor in agriculture outside of regular school hours.

S. 195 establishing a National Advisory Council on Migratory Labor.

S. 196 providing a tax incentive for the construction of farm labor housing through rapid amortization of construction costs.

OEO Assistance Designed for All Ages

The migrant unit is predominantly the family group, and OEO's educational program is designed to meet the needs of all age levels. While children concentrate on a basic elementary school curriculum, adults are offered a wide range of courses including child development, consumer and vocational education and citizenship. Heavy emphasis at all levels is placed on basic verbal skills for the English- and Spanish-speaking workers and for Negroes whose speech may reflect their subculture language. Literacy is also required in programs for skilled job training.

The equivalent of a fifth-grade education, which many adult migrants lack, is a prerequisite for the Labor Department's Manpower Development and Training Act programs. Under the new adult education program, migrant and seasonal agricultural employees receive a stipend for attending full-time classes to equip themselves for additional job-training programs and better paying jobs.

Some of the most useful training was developed under title III-B of the Economic Opportunity Act because it permitted for greater flexibility than other programs and involved less redtape. But the funds have been cut in spite of the program's proven effectiveness.

The 1966 amendments to title I of the Elementary and Secondary Education Act of 1965 provide for Federal grants to States for educational assistance and construction of school facilities for migrant children within the framework of the regular school system.

The housing shortage for migrants has been especially crucial since expiration of the "bracero agreement" (Public Law 78). The employment of large numbers of foreign workers who traveled without their families permitted barrack-style housing with little privacy and no sanitation and cooking facilities required for family living. Growers provide most of the housing facilities, generally unsuitable. The balance is supplied by local housing authorities; owners of dilapidated hotels, motels, and rooming houses; private homeowners, or by the worker himself with a mobile housetrailer or tent.

OEO provides financial assistance to migrants to qualify them for home loans through other public and private agencies. Its self-help housing projects aid in easing the housing shortage; migrants get the chance to become homeowners and to receive other benefits as well. They build their own homes which aids in vocational training; they have also built rest stops with cooking and sleeping facilities for co-workers who cannot afford regular travel accommodations. In addition, migrants find employment in OEO sanitation projects as aides to disseminate good health practices and the meaning of local and State

sanitary codes. OEO funds totaling \$3 million went into these housing and sanitation grants in fiscal 1966.

The Housing Act of 1964 authorized grants to States, political subdivisions or a public nonprofit organization from the Farmers' Home Administration (an agency of the U.S. Department of Agriculture) to cover up to two-thirds of the cost of construction for nonprofit low-rental housing for farm workers. The act, amended in 1967, increased to \$50 million the total appropriation authorized through 1969. Yet the Senate subcommittee reports that only in "isolated instances" has housing financed under this act met health, safety, and sanitation standards.

The Farm Labor Registration Act of 1964 requires Federal registration of crew leaders and public liability insurance on the vehicle used to transport migrant workers. Enforcement of this law has proven difficult. Only 2,000 crew leaders of an estimated 8,000 to 12,000 had registered by October 31, 1966.

In mid-1965, a third of all persons living on farms had cash incomes below the poverty level. Although 29 percent of the total population resided in rural areas, they made up 43 percent of the total poor. Yet the rural poor receive only 15.5 percent of all CAP funds. Only one-fifth of the Manpower Development and Training Act funds administered by the Department of Labor in 1966 went for projects in rural areas of the United States.

LONG-RANGE REMEDY SOUGHT

A long-range remedy for the migrant's condition poses certain questions. What are the economic advantages of the migrant labor system to farmers, consumers and migrants? Should Government efforts concentrate on eliminating migrancy by encouraging utilization of local labor through legislative regulations?

With a readily available supply of impoverished migrant labor eager for employment, the grower feels little pressure to raise wages in order to attract local workers. Growers complain about the reluctance of able-bodied Americans to do "stoop labor." Is labor unwilling to engage in agricultural work under present conditions?

Would Higher Wages Lift Stigma?

In vivid contrast to the stigma associated with migrant farm labor, mobile construction work is a well-paying, highly respected occupation. Can farmwork be made more attractive to skilled labor and provide adequate wages for the unskilled? Can hourly wages be raised without injuring the farmer-employer already working with a narrow margin of profit?

Does the exemption from minimum wage legislation for minors encourage migrancy by attracting needy families who wish to find job opportunities for their children? Does the exemption for temporary farmworkers cause additional unemployment by discriminating against long-term employment? The Senate Subcommittee on Migratory Labor has recommended that agricultural minimum wages be gradually increased until the industrial minimum is reached. Is this a realistic goal?

In January the child of a migrant worker may be in Florida; in May in North Carolina; by October he may have reached Massachu-

setts. If his parents diligently provide for his education, the child will have attended a variety of schools. Nothing will have been done to coordinate his academic work or to exchange his health and school records. Are special migrant schools the answer, or can administrative cooperation among existing institutions remedy the educational deficiencies of the migrant child?

The interstate recruitment and employment of migrant laborers involve complex problems in the administration of social welfare programs for the migrant worker. What new concepts can be devised to assure a mobile, seasonal agricultural labor force? How can existing regulations be revised to meet the unique needs of a nonresidential, rural population? Does the interstate nature of their employment demand more Federal initiative or liberalizing of local and State programs—or both? Do the vital functions which migrants perform for the community qualify them for local education, health, and welfare programs despite their status as temporary, nontaxpaying residents?

Would the welfare of migrant workers in their old age be better safeguarded if the farmer-employer were held responsible for withholding and reporting Social Security taxes? Should the Federal Government undertake such insurance programs as workmen's compensation for citizens like migrants who are unable to meet the residence requirements which restrict State efforts?

The violence and protest characterizing farmworkers' strikes and marches stem from the growers' refusal to recognize their right to join unions and the use of law-enforcement officials to break up peaceful picket lines. Farmworkers also experience the same poverty and hopelessness that engender urban unrest.

Mechanization and automation will continue to push many unskilled migrants out of the fields, into urban ghettos. If they can be retrained for well-paying jobs on the farm or skilled positions in industry, doesn't it follow that the despair of rural poverty will not be vented in the violent turmoil of a city slum?

MIGRANT LABOR AS A FORM OF INTERMITTENT SOCIAL ORGANIZATION AND AS A CHANNEL OF GEOGRAPHICAL MOBILITY

(By William H. Friedland, associate professor, with the assistance of Dorothy Nelkin, research associate, New York State School of Industrial and Labor Relations, Cornell University, Ithaca, N.Y., May 1967)

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PREFACE

Research in the present study entailed considerable personal difficulties for the fieldworkers. The writer is indebted to Roger Stetter and William Howell for their contributions in data gathering. The work of George Price who undertook the main burden of participant

observer, requires a special acknowledgment because of the onerous character of this approach requiring "total immersion" and the high quality of the data which he provided.

A number of students interested in migrant labor participated enthusiastically in an informal seminar during the fall 1966 semester. Their enthusiasm did not dampen their critical faculties and they thereby contributed to the formulation of the report. The theoretical portion of the report has benefitted from a critical and useful session with graduate students in an organization theory course. To all these students I acknowledge a debt of gratitude; all errors and misconceptions remain my own, of course.

We are especially indebted to the manager and field supervisor of the cooperative farmers organization which owned the labor camp described in this report as main camp. Both supported the research to the fullest, providing every form of cooperation and making no demands upon us. Because of the desire for anonymity, they must remain nameless but their assistance, cooperation, and encouragement is gratefully acknowledged.

The work of transcription of tapes, field notes, and various other scribbled documents involved what seemed to be countless numbers of secretaries; in particular, Mrs. Eileen Baker contributed extensively to this aspect of the project.

INTRODUCTION

The research reported here is the product of a summer of data collection involving five people. Some interviewing was also conducted during the academic year but at a much reduced pace. This research endeavor attempted to develop information about migrant labor in New York State, the character of the participants, the organization of crews, of work, and of labor camps, and about "dropouts"—that is, the people who come North within the stream and then drop out to find employment in the North, even if only for a short period. Essentially seeking to consider some of the sociological aspects of seasonal interstate agricultural workers, we also found ourselves involved in a variety of economic, political, and policy aspects of migrancy.

Methodology

Beginning with relatively little knowledge about life in migrant labor camps, the research approach focused upon participant observation techniques. Much of the research was concentrated in a single camp occupied almost entirely by Negro migrants—referred to in this report as "main camp"—where a full-time Negro fieldworker played the role of a migrant laborer. Data was also collected from main camp through the offices of a second fieldworker who functioned as the assistant camp manager during the course of the summer. As a result of his work, most but not all, of the migrants entering the camp were registered and data obtained from the registration forms were subsequently analyzed.¹ A third fieldworker spent part of 1 month in main camp accumulating data on the social structure of crews. The

¹ Data from these registration forms will appear throughout this report in the form of tables. Crews are identified in the tables only by number. In the three crews where we obtained considerable qualitative information through participant observation, we will refer in the text to the crew leaders by the fictitious names of "Big Daddy," "Goober," and "Tim." They represent crew leaders, Nos. 2, 5, and 6 respectively.

main volume of data came, however, through the research of the participant observer who spent 10 weeks in main camp and who dictated field notes regularly during the course of the entire summer. Tapes were transcribed and analyzed to provide the qualitative basis for the analysis contained in this report.

Participant observation also was the technique utilized during a short study involving two of the fieldworkers, one Negro, the second white, in a smaller camp in the western part of central New York. This camp—referred to here as “Short Camp”—consisted of a single Negro crew and was studied for a 10-day period. The purpose of utilizing a white fieldworker in a Negro camp was to test a number of methodological questions in preparation for future research. One was, would a white person be accepted by Negroes as a fellow migrant? The second was, could he collect data with equal effectiveness as a Negro or would he be effectively excluded from the social system? The period of research was brief but the answer to both questions was affirmative.

To obtain some comparative data using different methods, 25 interviews were conducted in Main Camp after the completion of the observational phase. These interviews were structured but openended. The migrants interviewed were selected from those crews where the greatest volume of participant observation data had been obtained. Interviewees were chosen on the basis of availability and not randomly. The purpose of these interviews was to validate participant observation data and determine those areas in which information could effectively be gathered through interview methods. From this limited sample, it was determined that much attitudinal data, particularly relating to delicate areas such as race relations, must be developed through techniques other than interviews.

A third approach consisted of a series of short visits to a variety of migrant labor camps in central New York attempting to obtain a broad view of migrant labor against which the detailed data obtained in Main and Short Camps could be considered. Interviews conducted during this phase of the research were almost completely unstructured and focused upon crew leaders. A variety of additional unstructured interviews were also conducted with farmers, farm labor representatives, personnel in farmers' cooperatives, and with personnel involved in initial attempts at organizing migrant workers.

The data collected through these various means have been integrated into this report. Where quantitative data have been extracted from registration forms in Main Camp, the reader is advised to consider these with extreme care. During the course of the summer, it was discovered that some migrants had reported false information. Where such information was known, the registration forms were adjusted accordingly. However, few validity checks were possible and there is reason to be somewhat suspicious of some of the data. Tables relating to variables concerned with physical manifestations—sex, age, number of children, and so forth—are more reliable than other tables.

The research sites

Main Camp, owned by a cooperative farmers association, is located in central New York, and provides physical facilities to house up to 750 people. The camp is unusual for New York State both in terms of

size and in that it encompasses more than a single crew. It serves as a labor pool for a large number of farmers—and, prior to the opening of the main season, to many who are not members of the cooperative—scattered over a radius of 50 miles. The co-op that owns the camp is composed of farmers who have been growing the main crop for many years. Formed early in World War II, the co-op reached a peak membership some years ago but has since gone into decline.

The cooperative is an organization with a full-time manager and other full-time personnel working during the course of the entire year, although the major activity is seasonal. It has a board of directors which sets policy and oversees the operation. Besides its concern with labor, a rather crucial function is performed by the cooperative in the marketing of the crops harvested.

Main Camp is located about 150 yards from a New York State highway. It occupies about 15 acres and contains within it 10 cinder-block motel-type housing units plus a variety of other buildings. These include a camp store, an office and barbershop housed in a derelict house, a new shower building, chapel, child-care center, recreation center, and, during the season, a fully equipped medical trailer within which a clinic is operated several times a week. The road through the camp is unpaved and there are few grassy areas. Thus, the camp is either muddy or dusty at most times. The large volume of traffic continually circulating through the camp, helps to create conditions of dust and discomfort for much of the summer.

Because of its size and the relatively enlightened attitude of the management, the camp has drawn the attention of a great many non-migrant people and organizations in the vicinity. In 1966, as a result, Main Camp offered a broad variety of services to the migrants. There was a child-care center operated on a daily basis under the supervision of two college students. There was also a substantial OEO supported program which contained a variety of programs for the migrants, including recreational and sports programs, literacy training, a nutritional program, an afterhours training program in engine repair, encouragement of children's voluntary organizations like Girl Scouts, and a security guards program. A migrant work team of seven college students directed most of these activities. A most significant service was the medical facility staffed by physicians from a medical school in the area. Clinics were held twice each week and a nurse was normally on duty throughout the day. Services were available to transport serious cases to a large medical school for diagnosis and treatment. Dental services were also available through this facility.

Over and above these services, there was a camp store run by one of the migrant workers which sold a variety of food products. Because of its convenience and the lack of transportation to alternative shopping facilities, the store was widely patronized despite its high prices. The store contained a laundry room with a washing machine. The charge for using the room was \$1.25 per hour. There was a barbershop in the camp and the camp barber was available daily in the afternoons. There were also a number of individual crew barbers who barbed privately and were more widely patronized.

Main Camp was shared by seven crews, each of which occupied one or more buildings sometimes facing each other in a given area. The

areas encompassed by each crew were referred to as separate "camps" by the migrants. The ecology of Main Camp influenced the patterns of social interaction. Socially speaking, the entire physical facility was defined as seven "camps," each of which was associated with the name of a crew leader. Each crew leader's camp constituted the main focus of social interaction: most members of a crew dealt socially primarily with other members of the same crew. The restaurant run by the crew leader's wife, called a "juke," was the primary area within which sociability occurred. The jukes were where people ate, drank, gambled, or sat around. On the whole, the jukes were dominated by crew members from a single crew although some served at times as centers for general social interaction between members from several crews. In addition to the jukes, there was a number of places where intercrew sociability took place. These included the recreation building, the store, the camp office, the chapel and the eastern section of Main Camp.

Main Camp was located about 1 mile south of a small village containing a grocery store, bar, and restaurant. Most migrants had relatively little relationship to the ongoing life of the village, although migrants frequently walked or caught rides into town. For most migrants, two cities within 20 miles constituted significant urban areas and crew leaders' cars would frequently be encountered on the roads carrying crew leaders, members of their families, or migrants into these towns. The towns did not serve as major centers of social interaction but they were available and more significant than the village which was a mile from the camp.

Although Main Camp was somewhat isolated it was tapped into a communications system through two pay telephones outside the camp office. The phones were used frequently by the migrants to make and receive calls. The office would receive incoming calls and call migrants to the phone over a loud speaker system. The office also provided mail service on a regular basis, distributing the incoming mail and assembling outgoing mail for posting. Although there was a camp manager and an assistant manager, intervention and control within Main Camp by the co-op tended to be minimal. Contacts were primarily with crew leaders that had primary responsibility for the maintenance of order and control within their units. Most contacts had to do with job assignments and co-op personnel came to Main Camp from the office about 2 miles away to explain locations of fields or to discuss problems having to do with organizing work. Beyond that, co-op personnel intervened only to a very limited extent in the daily life of the camp.

Although most of the following report is based on the work conducted in Main Camp a brief description of Short Camp may be helpful. Short Camp was a small single-crew setup which could handle no more than 50 persons. Because of its size, it did not have any of the auxiliary facilities that were found in Main Camp. There was a small eating area that served as the main center of sociability but much more interaction was carried on in the individual rooms of migrants. The camp was relatively isolated, located 3 miles from the nearest town. The nearest telephone was in the town thereby increasing the isolation of Short Camp residents. Once a week the crew leader took crew members into town for shopping and occasionally loaned his truck to a responsible member of the crew so that visits could be made to nearby camps. On the whole, however, this crew was spatially and socially isolated.

THE SOCIAL ORGANIZATION OF MIGRANT LABOR CREWS

No historical analysis of the kinds of crews coming to Main Camp was undertaken although oldtimers informed us that the character of crews had changed sharply in the past 5 years. Old-style crews, we were informed, were constituted primarily of stable family units that had been coming to Main Camp for many years. Recently this had begun to change as more families were remaining in Florida for a full year of work; increasingly most crews were constituted of a high percentage of single, unattached persons.

TABLE 1

Crew	Percent of unattached persons	Number of crewmembers registered
1.....	91.4	70
2.....	82.0	39
3.....	87.5	37
4.....	98.4	61
5.....	52.5	61
6.....	93.0	100
7.....	79.5	39

Although this was the general pattern found both in Main and Short Camps, significant variations were found. The common feature of all crews examined was that each crew was composed of a *central core* surrounded by a number of *auxiliaries*. The core consists of personnel attached to the crew leader through a variety of social means. Occasionally, the core is very large or almost identical to the entire crew; in other cases, the core consists of a tiny percentage of the crew and is embodied in one or two persons—frequently kin of the crew leader—upon whom the crew leader depends. The empirical criteria for defining core members varied but the most reliable one is the number of years that crew members have been coming north with the same crew leader. A second criterion, but more difficult to manage empirically, has to do with the strength of social ties between the crew leader and the crew member. These ties are at least in part a function of time and this became the primary criterion used to determine core membership.

Adhering to the core were the auxiliaries consisting of families and individuals—but more often the latter—picked up for the trip north. In most cases, auxiliary personnel have no ties with the crew leader and often may not have known him prior to having been picked up. The relationship between the core and auxiliaries is a crucial aspect of crew organization and depends almost entirely upon the crew leader, his approach to work, recruitment, and the style of his leadership. The following tables suggest the variability in the structure of crews in respect to age, and the experience of its members in the migrant labor stream.

TABLE 2
[In percent]

Crew	Age of crew members						Not known
	21 or less	21 to 24	25 to 29	30 to 39	40 to 49	50 plus	
1.....	21.5	20.0	8.6	15.7	17.1	15.7	1.4
2.....	41.1	-----	7.7	17.9	15.4	17.9	-----
3.....	10.8	18.9	10.8	21.6	21.6	16.2	-----
4.....	3.3	13.1	16.4	39.3	18.0	9.8	-----
5.....	9.9	19.7	24.6	18.0	16.4	11.5	-----
6.....	36.0	10.0	10.0	19.0	14.0	11.0	-----
7.....	20.5	7.7	10.3	7.7	33.3	20.5	-----

TABLE 3
[In percent]

Crew	Number of trips previously to the North				
	0	1	2 to 4	5 to 9	10 plus
1.....	31.4	4.2	24.2	15.7	24.3
2.....	30.8	15.4	15.4	10.3	28.2
3.....	16.2	5.4	24.3	24.3	29.7
4.....	37.7	-----	11.5	24.6	26.3
5.....	4.9	14.8	16.4	23.0	41.0
6.....	47.0	15.0	15.0	7.0	16.0
7.....	15.4	17.9	20.5	5.1	41.0

TABLE 4
[In percent]

Crew	Number of previous trips to main camp			
	0	1 to 2	3 to 4	5 plus
1.....	62.9	18.5	7.1	11.3
2.....	51.3	25.6	12.8	10.3
3.....	32.4	29.7	10.8	27.0
4.....	77.0	1.6	-----	21.3
5.....	14.8	34.4	8.2	42.7
6.....	96.0	3.0	1.0	-----
7.....	89.7	7.7	-----	2.6

There are several other salient characteristics of the migrant labor crews registered at Main Camp. Sixty-three and four-tenths percent were born in urban areas and 66.8 percent were raised in urban areas. The pattern appears to be one in which a great many individuals migrated within the South from urban to rural areas in search of work. This pattern emerges from the following tables.

TABLE 5
[In percent]

Crew	Birthplace		
	Florida	Other South ¹	North and other
1.....	12.9	72.9	14.2
2.....	15.4	79.5	5.1
3.....	16.2	78.4	5.4
4.....	13.1	59.0	27.9
5.....	29.5	65.6	4.9
6.....	7.0	79.0	14.0
7.....	33.3	66.7	-----

¹ Includes Georgia, Alabama, Mississippi, Tennessee, Arkansas, Louisiana, North and South Carolina, Virginia, and Kentucky.

TABLE 6
[In percent]

Crew	Place raised		
	Florida	Other South	North and other
1	28.6	54.3	17.1
2	30.8	56.4	12.8
3	29.7	67.6	2.7
4	27.9	44.2	27.9
5	42.6	52.5	4.9
6	10.0	74.0	15.0
7	61.5	35.9	2.6

TABLE 7
[In percent]

Crew	Current home address		
	Florida	Other South	North and other
1	61.4	20.0	18.6
2	64.1	33.3	2.6
3	91.9	8.1	0
4	67.2	3.3	29.5
5	86.9	6.6	6.6
6	28.0	52.0	20.0
7	84.6	15.4	0

A comparison of the home addresses of the members suggests the differences in the size of the cores of various crews. It can be surmised that all those with home addresses outside of Florida are auxiliaries, recruited by the crew leader en route to the North. While this does not reveal the percentage of Floridians who have remained in close contact with the crew leader over a substantial period of time, a correlation with table 8 indicates that crews 3, 5, and 7 not only had the largest percentage of Floridians, but had also been coming North for the longest period of time.

TABLE 8
[In percent]

Crew	Date of 1st trip north of crewmembers					
	1939 or earlier	1940-49	1950-59	1960-63	1964-65	1966
1	2.9	17.1	24.3	21.4	2.8	31.4
2	5.1	23.0	12.8	15.4	10.3	33.3
3	2.7	18.9	32.4	18.9	13.3	13.5
4	1.6	14.7	32.8	13.1		37.7
5	3.3	24.6	37.7	14.8	14.8	4.9
6	5.9	7.0	16.0	12.0	14.0	46.0
7	10.3	23.1	28.2	10.3	12.8	15.4

An Analysis of the Crew Leader's Role

The crucial role of the crew leader in determining all aspects of crew operation requires that it be examined with some care.

In considering the crew leader role, it is useful to conceive of his functions in two perspectives. As a crew leader, he engages in a number of activities, but he also, in a sociological sense, makes contributions to the maintenance of the crew as a social unit. Here we will

first examine the kinds of activities in which the crew leader engages, and then consider which are crucial to the sustenance of the crew as a social unit. The crew leader operates in a wide variety of capacities. He is first of all an owner and an entrepreneur: he owns equipment usually in the form of schoolbuses and trucks; he is an entrepreneur in the sense that he must risk his capital in contracts with employers and in recruiting workers. It is the crew leader who establishes the contract with the northern employer. The crew leader has to assemble a crew either by maintaining an extensive network of contact within individuals on a permanent year-round basis or by maintaining contacts with individuals who will recruit casual workers on his behalf. He must schedule and integrate the movements of his crew and arrange for their transportation via his own equipment from points in the South to the North. Upon arrival in the North the crew leader's role changes to that of a camp manager, responsible for the direction and maintenance of his crew within the physical facility of the camp. He is a provider of food, alcohol, and a myriad of auxiliary services including transportation. He has the responsibility for the maintenance of social control within the camp. He is a transporter of labor from the camp to the worksite, and at the worksite acts in a supervisory role allocating specific tasks to workers, directing them in the course of picking and managing all aspects of the operations until produce is actually delivered to the packinghouse. This type of activity includes among other things the planning of work, the supervision of workers in the field, the maintenance of inspection procedures to insure that the crops are properly picked, the bulking of crops on trucks, the actual transportation, and so forth. The crew leader acts in addition as a banker to his crew lending them money directly or through the allocation of credit either for food, alcohol, transportation, or other purposes. He considers himself responsible not only for the behavior of his crew within the camp but also in other contexts, at work and in the local urban community.

In contrast to most production organizations, what is notable about the role of the crew leader is the variety of activities which have to be carried on by a single individual. But this explains only in part his crucial sociological role. This must be perceived in terms of his ability to articulate between the Negro crewmember and the white world. Crewmembers view the white world as unpredictable and dangerous. They prefer to have as little contact as possible with all aspects of white society. Buttressing this attitude is a similar attitude of whites who want as little to do as possible with the Negro migrants and who, on their part, feel that migrants are unpredictable and violent. Both groups look upon the crew leader as a liaison. Aspects of the relationship between migrants and the larger society will be described in a later section. Here it is important to note that the crew leader's ability to deal with white people, in effect to have worked out some understanding of the predictable aspects of the white world, give him enormous power over his crew.

Social control

Once in a position of power through his ability to articulate with the employer, the crew leader's many undifferentiated functions enable him to maintain social control through a variety of mechanisms. The

most important of these is the credit system. Most migrants, by the time they reach the North and actually begin to work, are heavily in debt to the crew leader. Once the migrant starts working, his debt is deducted from his pay regularly but his continued dependence on the crew leader's provision of food often compounds the debt. Responsible for the sustenance of individuals with few alternatives, the crew leader has few constraints on what he charges for food. In Main Camp, where meals were charged for individually, prices were higher than in Short Camp where there was a flat weekly rate. In the latter, the average daily cost for meals was \$2. An equivalent three meals at Main Camp costs the migrant more than \$2.75. In both camps alcohol was sold at double the price of bars in the nearest villages. In Main Camp crew leaders charged more for food brought out to the field at lunchtime although the migrant had no alternatives. Sample prices are indicated in the following chart.

<i>Item</i>	<i>Price in juke</i>
Weekly dinner (pig tail or pork hock, rice, vegetable, bread) -----	75 to 85 cents.
Breakfast -----	65 cents.
Hamburger -----	35 cents (40 cents in field).
Hot dog -----	20 cents (30 cents in field).
Pork chop -----	40 cents.
Small packaged pie -----	15 cents.
Soda pop (bottle) -----	15 cents.
Wine (pint bottle) -----	\$1.
Beer (12-ounce can) -----	50 cents.
Whiskey (1 shot) -----	50 cents.

All expenses with the exception of alcohol are charged and the migrant invariably keeps no records of transactions or loans. When the crew leader deducts a sum from wages, he rarely itemizes deductions. During the summer we had an opportunity to examine credit notebooks which merely showed totals indicating the extensive reliance on memory. Although transactions with individuals were generally small and numerous, nonitemized entries as large as \$5 appeared in the kitchen credit books with regularity.

The arbitrary aspects of the credit system and the lack of alternatives available give the crew leader an extraordinary leverage in the camp. In part, this leverage becomes operable because of the isolation of Main Camp, and the crew leader's control of transportation. Alternatives to the system within the camp are only available through access to town and since this is also contingent upon the crew leader's favor, ownership of transportation becomes another mechanism of control.

*A Typology of Crew Leaders*¹

During the course of research, four different types of crew leaders were found, each utilizing a different approach to leadership and producing, in turn, variations in crew organization that had significant consequences for interaction, productivity, and dropout rates. Three of these types were found in Main Camp while the fourth was the crew leader in Short Camp.

¹This typology is empirically based and contrasts with that developed by Arthur Shostack. See his *Migratory Farm Labor Crews in Eastern Maryland—A Preliminary Typology*, the American University, Ph. D. thesis, 1964. The significant difference rests in what Shostack considers to be patterns of authority based upon a Weberian model. The typology developed here is based on leadership style which is seen as influencing crew structure, recruitment, interaction, productivity, and dropout rate.

The Village Chief.—The leader of one of the larger crews in Main Camp was Goober, quiet but sometimes humorous, known locally in Florida as an important local entrepreneur. He had been coming to Main Camp for many years. His crew was reputed, by local historians, to be closest to the old pattern of crew which was no longer coming north. Goober controlled his crew by setting up a system of social dependency through extension to crewmembers of various favors. These included the normal credit arrangements for food but also the provision of transportation to town for shopping, actual loan of money on occasion, purchasing of cokes and other small favors for crew children. His crew was recruited almost entirely in his hometown and consisted largely of families and older people, many of whom had come north with him in previous years. Significantly, productivity in Goober's crew was high, although other crews were higher. Goober selected his crewmembers with great care; this was reflected in the lowest percentage of dropout from his crew, only 1 percent leaving before the end of August.¹

The Pater Familias.—Big Daddy's crew was smaller than Goober's and the entire core was composed of members of Big Daddy's nuclear and extended family. With a large number of sons, daughters, and grandchildren, augmented by additional distant kin, this crew had a remarkable record of productivity, being the highest in Main Camp. Big Daddy recruited his auxiliaries in a haphazard manner which was immediately translated into a very high dropout rate. Nor were many of Big Daddy's auxiliaries recruited at his home base; Big Daddy recruited people in a fairly random fashion as he started the trip north. While about half were recruited in Big Daddy's hometown, even these were not reliable since Big Daddy lost 46 percent of crewmembers of working age before August was ended. By the end of the season, this crew was composed almost entirely of Big Daddy's kin.²

The Coal Baron.—The style of control utilized by Tim was characterized by force and fear rather than kinship obligations or social dependency. Force was exerted largely through the manipulation of wages and credit but also through threats of expulsion, threats of refusal of payment of wages for a variety of reasons, and finally, of physical force. Tim was feared and disliked by most crewmembers. Within his crew there was no one from his own home base and most crewmembers were single unattached young men picked up as he traveled north. Recruited with promises of high wages and excellent living conditions, crewmembers gave him little loyalty and resented him for the violation of promises and expectations and the manner in which they were treated during the course of the season. The consequences of Tim's recruiting pattern were immediately manifested by dropping out that began the day that his crew arrived in the camp; before a month was over he had lost over half his crew. He supplemented the crew through forays into nearby major cities but the dropout rate of these recruits was equally high.³

The Manipulative Democrat.—The fourth type of crew leader was found in Short Camp in a setting which differed greatly from Main Camp. Lincoln had no kin within his crew other than his wife and

¹ Data on Goober's and other crews are available in the tables. Goober's crew is No. 5.

² Big Daddy's crew is No. 2 in the tables.

³ Tim's crew is No. 6 in the tables.

young children but the crew had been recruited with some care. Although the core of the crew in terms of those who had been north with him for some years was small, Lincoln maintained close relationships with all members. Because this was a small crew, Lincoln had continual contact with each person and, when decisions had to be made, would ask them what ought to be done. Lincoln would structure the basic arguments carefully prior to asking his questions and by so doing insured that, in the discussion which followed, his point of view would prevail. He rarely issued unilateral orders, and sought to control his crew through consensus. Like the Village Chief, he manipulated social dependency continually and effectively. He would drive crewmembers to town and occasionally invite one or more to a movie. He loaned his truck to responsible crewmembers so that they could travel to meet people in other camps. Because this crew had few unattached women, this was considered an important favor by most of the young men. When one of them indicated an irresponsible attitude toward Lincoln's truck, he was sharply called to task by the others who warned him that Lincoln would withdraw the privilege. Like Goober, Lincoln's dropout rate was negligible.

Although only four types of crew leaders have been identified here, there are probably other types of leadership style but data could not be collected in other crews in sufficient depth to expand the typology.

It was continually apparent during the research that the style of leadership was of crucial importance for many facets of social and work organization. This is suggested in table 8.

TABLE 8.—CONSEQUENCES OF CREW LEADER STYLE

Crew leader	Style	Recruiting procedure	Dropout rate before Sept. 1 (percent of crew)	Approximate productivity per member of working age (number of bushels in month of August)
Village chief..... L. H.	Traditional leader, social dependency, extended favors, loans, rides, etc.	A large number of families mostly from Florida. Same group each year.	1	80
Pater familias..... A. J.	Kinship relations.....	Part kin, part auxiliaries picked up at random en route north.	46	198
Coal baron.....	By force, either physical, or manipulation of credit.	All auxiliaries. Random pickup of men en route north by promise of high wages.	50	57

Patterns of Stratification Within Crews

Each crew can be stratified into three levels using three traditional sociological dimensions of income, power, and prestige. Frequently but not invariably these factors correlate with occupation. The top stratum of the crew consists of the single individual crew leader, his wife, and possibly one or two of his immediate kin. More likely, however, kin members other than wives fall into the second stratum, the lieutenants. In order to maintain the variety of occupations that have to be performed, the crew leader designates several individuals to carry on occupations such as drivers, field walkers, checkers, and others which will be discussed in the section concerned with work organization.

Lieutenants rarely possess specialized skills or technical knowledge; their position depends continually upon their ability to satisfy the crew leader's demands. In kinship-based crews, the lieutenant stratum is stable. In other crews, however, where kinship does not provide attachments between the crew leader and lieutenants, individuals can rise and fall with considerable speed.

The lieutenants differ from from the workers—the third level within the crew—in terms of their income which is put on an hourly or daily basis and which is usually much larger than that earned by most crewmembers. In addition, the lieutenants provide direction for the worker stratum in the field and consequently exercise power throughout most of the day. Persons in the lieutenant stratum experience considerable ambivalence with respect to both crew leader and crew. On the one hand they cannot exercise direct and immediate authority in their own right: "I'll tell Goober if you don't do what I tell you." On the other hand they will sympathize with crewmembers when conditions are not particularly favorable if the leader is not present. Ambivalence is also reflected in occasional withdrawal from the system or a drop in rank when individual lieutenants experience role conflict.

The three strata can be differentiated using the factors of income, power, and prestige. Crew leaders function as entrepreneurs without stable or guaranteed incomes, but with potential of earning very substantial sums during the course of a season. Although we did not discover definitive data on the income of crew leaders in the camp studied, estimates on income ran high. The net value of crew leaders could frequently be estimated to some degree by the actual amount of equipment they owned or directed in the form of trucks and buses. The extensive fleets owned by some suggests an income which would certainly place them in the category of normal white middle-class society. The income of lieutenants while significantly lower was a stable one. The guarantee that a lieutenant might receive \$15 a day for driving a bus provided him with a significant economic position relative to crewmembers. Crewmembers suffered the greatest amount of variability in their income depending upon weather and field conditions, their personal state, and their luck in being assigned a productive part of the field. Some data will be provided later on estimates as to the actual earnings of crewmembers.

The power differential between the three strata were even more marked. The crew leader exercised almost total control over his crew. His power was reinforced not only by the various economic conditions but frequently by the fact that crewmembers knew little about the nature of their environment. That many did not even know where they were located physically in New York State gave the crew leader enormous control over his crew. Examples were numerous of crewmembers having no sense of spatial relationship with respect to villages, towns, and cities in the area. The power of the lieutenants over crewmembers was, as has already been indicated, rather limited. They could not act autonomously but had to have continual recourse to crew leaders. Workers in contrast were almost totally powerless. The entire system of control, their lack of economic sustenance, the fact that their housing and food depended upon the continual favor of the crew leader, meant that they were vulnerable to a great variety of pressures. The only way they could resist crew leader domination was through leav-

ing the camp or through lowered productivity. They could not afford to remain in the camp and refuse to work. Lower productivity was in effect one of the salient and conscious responses of workers to their conditions.

In examining prestige factors, the crew leader is effectively excluded from consideration, his position being fixed at a level so far above the rest of the crew as to make comparison meaningless. This is less so with the lieutenants since their occupational positions were tenuously held at the behest of the crew leader. The prestige system assumes most significance within the worker stratum, and here a variety of factors contributed to differentiating crewmembers. Among these were the following:

(1) Picking ability: The ability to pick crops effectively and efficiently constituted a significant way in which crewmembers differentiated themselves. Although productivity was fairly low, the ability to pick well was regarded as a significant skill, and was a source of prestige. A good case in point is that of Benjamin, a notorious alcoholic ("wino") in Goober's crew. Although winos are generally low in prestige, Benjamin held a considerable degree of prestige in the crew because of his productivity.

(2) "Scoring": The ability to engage in rapid verbal interaction with people and to "put them down" was also held in high prestige. Migrant workers frequently engage in rapid, semihumorous and hostile repartee, called "playing the dozens" the aim of which was to verbally defeat an opponent by attacking his mother. Other verbal skills held in esteem were story and joke telling abilities.

(3) Skill at games: A significant part of the social activities consisted of games which were almost invariably associated with some form of gambling. This included cards and checkers as well as several games which are not normally found in white society. Ability to play checkers not only efficiently but very rapidly was highly valued.

(4) Deviance: Negative value was attached to sexual deviance such as homosexuality. Within almost every crew there were homosexuals usually only among the males (only one female homosexual was discovered during the summer's research). Homosexuality was treated semihumorously but negatively. Homosexual migrants not only dressed as women but were treated socially and linguistically as women. In Goober's crew, for example, one homosexual called "Marilyn Monroe" dressed as a female and was referred to invariably as "she" and "her." Marilyn Monroe used toilet facilities indiscriminately and was accepted in both male and female units. "She" was treated with affectionate contempt by crewmembers, and constituted a continual butt of joking.

(5) Alcoholism: At the bottom of the prestige system of crewmembers were the alcoholics, the winos. Recognized almost universally as a drain by other crewmembers, the alcoholics were held in contempt. The occasional alcoholic who was a good picker could recover prestige but most alcoholics were unable to work or could rarely earn more than a dollar or two per day. They constituted an economic drain upon other workers who felt they had to provide them some form of sustenance, at least remnants of food.

WORK ORGANIZATION

The discussion of the organization of work in migrant labor crews must be relatively short because of limitations in collecting data in this area. Since fields to be picked are widespread and crewmembers remain almost invariably with their own crews there is a tendency for data on work organization collected via participant observation to be limited to the single crew in which the observer is a member. Part of the data collected have been incorporated into a paper dealing with labor wastage which is provided here as appendix 1. These data originate primarily from a single crew but have been buttressed with information obtained by participant observation in a second crew and by observation (without participation) of a number of other crews.

The occupational roles involved in picking crops follow the stratification patterns already described. The key integrative role is carried by the crew leader who functions in the field as the overall supervisor. It is he who schedules and integrates the activities of his various lieutenants. It is his responsibility also to obtain the necessary equipment and vehicles. Very often, he personally supervises the allocation of rows although this responsibility may be delegated to one of his subordinates. He also has the responsibility of integrating activity toward the close of the day, seeing to it that the crops are placed properly on the trucks and getting the crop to the packing shed. He supervises the activities related to payment, handling financial relations with employers upon delivering the crop and remunerating the workers for their productivity under the piecework system.

The lieutenant stratum consists of a number of distinct roles which are frequently interchanged or handled conjointly by only several persons. The occupants of the middle ranking roles are chosen less for any special technical skills which they may have than for other purposes which will be discussed below. Among the roles in the lieutenant stratum are those of drivers (either of buses or trucks), checkers (whose responsibility it is to check the quality and condition of produce as it arrives at the truck, weighers (who insure that a standard unit has been gathered), field walkers (whose responsibility includes the actual supervision of workers in the field to insure that crops are being picked properly and that ripe crops are not being left behind), and haulers (who are primarily concerned with getting crops onto the truck).

It must be emphasized that all of the previously mentioned roles may be occupied conjointly by one or more persons. In a medium sized or large crew there are usually several persons in this stratum handling these roles interchangeably, but this rests to a considerable extent upon the pattern of organization of the crew. In the pater familias type crew the intermediate stratum was occupied by a fairly large number of kin closely associated with the crew leader, most often his sons. The village chief type of crew leader also had a fairly large number of persons occupying the immediate stratum: some were kin but often only distantly related. In addition, there were several nonkin members occupying these positions. The coal baron crew leader, despite the size of his crew, sought to encompass all of these roles into a single person, namely his son.

The difference in the pattern of selection and the size of the intermediate stratum is crucially tied into the style of the crew leader. In crews which consist almost entirely of the kin group, the crew leader utilizes these positions to satisfy the demands of members of his kinship unit. In the case of the village chief, the allocation of intermediate roles constitutes a technique whereby social dependency is broadened. The coal baron trusts no one in his crew including his own son but cannot handle all activities himself. He naturally chooses a kin member but supervises his activities with considerable rigor.

The organization of work manifests itself immediately in the degree to which workers turn out to work on a daily basis and even more significantly in the productivity of crews. While no satisfactory data are available on the number of workers in the field each day, impressions are strong that the highest turnout was registered in the crew of the pater familias with the lowest turnout in the coal baron's crew. While individual productivity could not be systematically assessed it was possible to calculate the output of each crew in terms of the total volume of production correlated against the total number of crewmembers of working age for a given period of time. Here the differences in leadership style are dramatically manifest. The pater familias' productivity during the month of August averaged approximately 198 bushels of the crop per worker. The village chief was in the intermediate range with his crew averaging 80 bushels per worker while the coal baron's crew came at the bottom with an average production of only 57 bushels per worker. Since the coal baron's crew was composed almost entirely of the younger (and therefore one would expect more productive) workers, the differences in productivity between the three crews became even more dramatic.

The technology of picking occasionally imposes upon the crew particular forms of work organization. In potatoes, for example, where it is necessary for two people to work together to pour potatoes from baskets into sacks, workers are paired by the crew leader. In beans, where individuals can work alone, pairing occurs but for reasons of sociability. In fact, in both crops workers often remained close to each other in pairs or in groups in order to conduct conversations. Rarely did workers operate alone.

Although the day of the migrant worker is long, his period of productivity in the field is relatively short. In Main Camp most crews were assembled for departure prior to 7 in the morning. Frequently workers would be assembled in buses well before actual departure due to a number of delays described in appendix 1. The bus trip to the place of work varied in time taking anywhere from 10 minutes to over an hour. In the normal course of events workers would begin actual work sometimes as early as 8 but more often somewhat later, and would continue working until around 5 to 7 p.m. depending upon the field, the weather, and pressure put upon them by the crew leader. In the course of the day, there were often stoppages of work for a variety of reasons; delays in having the proper kind of equipment, the failure of the crew leaders' wife to bring lunch to the field, or a change in fields. The significant point about hours of work is the broad variability which occurs on a daily basis. From one day to the next a worker does not know whether he will work 3, 5, or 10 hours

and this lack of scheduling makes the life of the crew member extremely uncertain.

METHODS OF PAYMENTS AND INCOMES

The system of piecework was found almost universally in the crews that were studied although there was some hourly work such as thinning sugar beets, haying, and packinghouse work. Methods of payment for piecework and the control of the piecework system varied considerably. Three methods of payment and control were found.

(1) The ticket system: Under this system, when a worker completes a unit of production, he is given a ticket which resembles a movie ticket (indeed they came in rolls similar to those found in movie houses) and these tickets are normally exchanged at the end of the day when the crew has returned to camp. Each ticket has a fixed value in money.¹ The worker accumulates his tickets during the course of the day, but may trade some of them off to the crew leader when he purchases his lunch in the fields. Tickets also constitute a significant mode of exchange and are used by individual crew members to pay debts or to gamble. At the end of the day, therefore, the number of tickets turned in and which are supposed to be recorded by the crew leader for the purposes of social security payments may reflect only occasionally the actual volume of production of the individual worker.

(2) Punch card system: In this system (which was utilized by the coal baron) a card with a series of numbered positions is given to the worker at the beginning of the week. As each unit of production is completed, the card is punched by the checker and at the end of the week the worker turns in the entire card and receives payment.

(3) Mental records: In a small crew (approximately 33) studied briefly in the western part of the State, the method of control of payment was significantly different. Here the crew leader maintained mental records of the production of each worker on a daily basis. He would convert his mental notes into records at the end of the day and workers would be paid once a week according to the crew leader's notes. Despite the fact that workers had no tangible evidence of their production on a daily basis, the relations between them and the crew leader were sufficiently good that they trusted the system.

Under all systems it was a common procedure at the time of payment for the worker to pay off his debt to the crew leader. The normal procedure was for the worker to pass through an assessment by the crew leader who would determine the total day's pay less social security. This sum would then be paid to the worker who would then turn to another person, usually the crew leader's wife, who, referring to her books, would announce his debts. Negotiations would take place in which the worker would be required, requested, and sometimes threatened to make some payment on his debts. Frequently coercion was more implicit than explicit, although some explicit threats were encountered. Implicit coercion would consist of cutting the worker off from credit (that is food) if he had not made a payment for that particular day. These pressures kept most workers well below the \$50 level of total debt to the crew leader.

¹ In beans, for example, a ticket was worth 60 cents. At the end of the season this had risen to 70 cents.

Social security was a significant deduction to be taken from the workers' income. Social security forms were given to crew leaders by the management of Main Camp; in smaller camps crew leaders normally obtain such forms from representatives of the farm labor service or from farmers. Nevertheless, violations of the law were found to be ubiquitous. Records maintained for social security payments by workers were at best incomplete. In a number of cases it became clear the social security contributions were being collected from workers from whom no social security number had ever been taken. During the entire course of the summer no enforcement officers were encountered by the observers and it is quite likely that deductions made illegally by crew leaders constituted a small but significant additional income for them.

A number of attempts were undertaken to collect data on earnings of crew members but serious discrepancies were continually confronted in comparing earnings data from several sources. As a result, all of the figures provided here must be examined with considerable care.

No data were available on income of crew leaders.

In the lieutenant stratum, it was possible to obtain some data for drivers, checkers, and luggers. Figures were obtained for payments on 10 different occasions to drivers in several crews in Main Camp. The average payment was \$9.30 per day and the variations ranged from \$6 to \$12. Of five daily payments recorded for checkers, the average was \$9.80 and the range was \$7-\$12. Of 12 payments to luggers, the average was \$9 and the range was \$5-\$11.

Wages of pickers were even more variant although systematic data on a consistent basis were hard to obtain. In the crew in which our fieldworker participated, the top earner was able to earn about \$9.60 (gross before social security deductions) on a good day once the season had begun. Four women that worked fairly efficiently as a team and shared their earnings made \$7.20 on a good day. Most workers in this crew earned between \$4.50 and \$7 while the older people made about \$2.40. Some data were available from this crew that is reproduced in table 9.

THE CULTURE OF THE MIGRANT WORKER

The culture of migrant workers is conditioned to a considerable extent by the general cultural system of southern Negroes of which they are a part. Most of the values, norms, and attitudes found in a migrant labor camp are manifestations of the broader culture of southern Negroes. These have been described in a fairly extensive literature and will not be dealt with here. Rather, we will focus only on those aspects which are particular to the migrant labor camp.

The normative organization of the camp or the crew is one which is remarkable for its lack of specificity and direction. There are relatively few rules which serve to guide crew members and these rules may change as new crews or crew members enter the social system. In this respect, it would appear that one of the crucial aspects of intermittent social forms such as migrant labor crews is the thin and unstable quality of the normative system. This will be discussed below when a general theory of intermittent social organization is developed from the data accumulated.

An empirical example may provide the reader with a better understanding of the unstable quality of the normative system in the camp.

TABLE 9

Day No.	Number of workers out	Number of bushels picked	Average earnings, ¹ plus	Average earnings ²
1-----	24	192	\$4.80(1)	\$1.20-12.60
2-----	33	274	4.97(2)	.60-14.40
3-----	17	123	4.34	.60-10.80
4-----	20	56	1.68	.60- 5.40
5-----	22	135	4.05	1.80- 8.40
6-----	11	72	3.93	1.80- 7.20
7-----	23	216	5.63(2)	.60-15.60
8-----	29	218	4.51	.60-10.80
9-----	24	232	5.80(2)	1.80-13.20
10-----	34	351	6.19(2)	1.80-13.80
11-----	20	166	4.98(2)	1.20-15.60
12-----	16	122	2.70	1.80-10.80
13-----	20	181	5.43(2)	1.20-13.20

¹ Besides those earnings enumerated, it must be noted that on days 1, 2, 3, 4, and 10 the crew leader's wife (who brings lunch to the field) handed in 63, 30, 42, 22, and 28 tickets for these days respectively. These represent earnings during these days but have not been included since their source and distribution is unknown; plus the number in parentheses indicates the number of individuals reported to have picked over 18 bushels that day. These figures raise the average earnings but are to be viewed with suspicion. During the summer we never encountered nor heard of individuals picking more than 18 bushels (which would yield \$10.80). However, we do know that some migrants handed in tickets for others and, more significantly, tickets were regularly exchanged for currency for such purposes as gambling.

² The top earnings here in some cases represent the same phenomena as described in the previous note. Earnings over \$10.80 are to be regarded with suspicion.

The fieldworker in Main Camp began, during his first week, to define his position in the social order of that camp. To a large extent this required establishing a position in the "pecking order" of unattached males—an order which was concerned with physical prowess and access to women. The lack of interest demonstrated by our researcher in physical competition soon led migrants to regard him as noncompetitive particularly with respect to women. While this conveniently enabled him to withdraw from physical violence, it also enforced a role definition which was relatively unique, for he was tentatively regarded as a homosexual since it was generally only homosexuals who avoided the competitive physical process. He was able to continue this image for several weeks and gradually was integrated into the social group. With the arrival of a new crew in the camp, however, the definition of this role and the norms which had been established concerning his position, were completely upset. Following a fight between two women, the fieldworker assisted one of them upon which he was physically threatened by one of the new arrivals who defined him as competing for the favors of the woman involved. As a result of the experience the fieldworker realized that he could not take his role definition for granted, that the degree of expectation that he had developed in the stability of social definitions was unwarranted. The experience showed that the normative system was untrustworthy and capable of rapid change. Throughout the course of the summer it was found that workers had relatively little confidence in the tacit agreements which did exist among them, and there was, as a result, a high level of distrust both in persons and in the general social system.

Since the camp was the main focus of social interaction we turn first to a consideration of the kinds of norms that were found there. Most significant was the lack of trust which existed between individual members of the same crew with respect to money, clothing, and personal possessions. The doors to rooms were almost invariably locked

even if a crewmember would leave for a brief period of time. Our field-worker learned within minutes of his arrival that any possessions left standing around were "fair game." Leaving for a few minutes to find a room, he returned to discover that some of his personal possessions had disappeared. Although a person did not ordinarily steal from one's roommate, if he were planning a departure from the camp permanently then the roommate became "fair game" as well. Relatively little borrowing of money between crewmembers occurred as a result, nor were clothing or other personal items exchanged. Where there were kinship relations, there was a higher degree of trust, but even here we found evidence of a substantial amount of suspicion.

The high level of violence found in migrant labor camps has its source in the instability of the normative system and the consequent tension this creates in individuals and in the social system as a whole. When there is relatively little work, for example, and crewmembers have no income, tensions and anxieties are manifested immediately through fights. Unlike northern urban Negroes who increasingly are beginning to direct internal tensions outwardly in the form of violence directed against the larger society, migrant workers almost invariably direct these tensions inwardly against themselves. The patterns of violence found in the camp were on the whole very limited, consisting almost entirely of fist fighting and occasional knife fighting. It is worthy to note that when a knife fighting occurred the pattern was focused entirely on slashing and not on stabbing, so that although there were a considerable number of knife fights, no fatalities were registered. In one case where a worker sustained almost 100 stitches as a result of a knife fight he was back to the camp within a period of 10 days and suffered no serious physical consequences.

The single major manifestation of violence focussed against the external society was in the form of property damage, almost entirely directed against the management of Main Camp. Property damage, often had a practical motivation, as for example, when a pumphouse was destroyed during a cold spell in order to build fires when the heat in the housing units was not turned on. In addition, in view of the many purveyors and purchasers of stolen goods who regularly visited the camp on weekends, the migrants were aware that stolen tools and equipment could be profitably sold. However, property damage was not always directed to practical ends. At times, parts of the buildings might be torn down for no ostensible purpose while migrants watched and often laughed hilariously. Here the migrants in effect were supporting the action of individual crewmembers as an expression of resentment against the camp management.

Much of the activities of the single unattached males was concerned with obtaining sexual access to unattached females or to females who were in liaison with or married to other men. In many respects the sexual mores were close to those of lower class southern Negroes and had few characteristics unique to the situation.

The manifestation of norms in the work situation indicated two sharply divergent tendencies. There were those who took considerable pride in their ability to pick and those who manifested attitudes of "who cares." These differential attitudes could be present in the same person at different times depending on physical and personal conditions. On the whole there was one set of attitudes which stated not that

work was a good thing, but rather that productivity could demonstrate one's ability and superiority in contrast to others. Demonstrations of the ability to outpick one's friend occurred frequently as a manifestation of the individual competitiveness which has been referred to above in other contexts (e.g., scoring). On the other hand, a variety of conditions stimulated quite different attitudes, often among the same workers. When fields were bad, when workers were brought to a field for a second picking, when long periods of time had been wasted getting to the fields, workers not only manifested little direct interest in work but actively sought to discourage others from working. These were individualized activities rather than systematic attempts at work stoppage. In these circumstances workers frequently expressed discouragement and vented their spleen on what they considered to be exploitation. During gloomy periods, the workers expressed distrust of the entire system. For example, comments would be made that the weighing scales were fixed, that the crew leaders and farmers were cheating the workers.

One conclusion that can be reached is that attitudes exist which are potentially supportive of tendencies toward increased productivity although concrete means for harnessing these attitudes are not very clear. Since migrants can express competition normatively through picking, it would be useful to examine mechanisms which would encourage and direct these attitudes and thereby help to increase productivity and the incomes of individual workers.

THE MIGRANT COMMUNITY AND THE LARGER SOCIETY

One of the most striking characteristics of a migrant labor camp is its isolation from the larger community in which it is located. Although migrant workers in a rural community often constitute a significant proportion of the total population, the permanent residents are only vaguely aware of the group: the expectation is that, out of the fields, the migrant will remain invisible. The implications of this apathy become apparent during crises which invariably catch rural communities by surprise as was evident in the shocked response following a disturbance among migrants in New York State during the summer of 1966.

From the migrant's point of view, he is dependent upon the community for sustenance, yet has no access to the institutional structures which maintain economic and social order under normal conditions. His relations to the larger community are marked by several characteristics, some of which are general to Negro life in the United States and some of which are particular to the migrant worker. We will focus here on the latter.

Many incidents impressed on us the degree to which the migrant's life is dominated by fear of the larger white society. The phenomenon of the "split personality" was prevalent; many migrants exhibited hostile and aggressive characteristics toward other migrants while displaying deference, meekness, and fear with whites. Fear was illustrated by the reluctance of migrants to ask for the key to the men's room while their truck was at the gas pump. While shopping, extreme caution was displayed in entering stores. In one case, even though a migrant was informed that he could probably buy a pair of shoes more cheaply

at another store, fear was expressed when it was suggested that he leave by our fieldworker. Interviews also indicated the ambivalence felt by migrants when they were never sure of boundaries existing in the North.

Another characteristic of migrant relations with the external society is their lack of communication in events outside of the camp. Their identification with the civil rights movement, for example, is minimal. The various events on the civil right "front" that occurred during the summer of 1966 were little known or understood. The dramatic Chicago riots, for example, were only briefly discussed by a few people and were not seen as having any meaning to the migrants. Their perceptions of the larger community are dominated by an almost paranoid feeling concerning the degree to which they are exploited by stores, gas stations, and other institutions. This, however, is mixed with a determination to keep out of trouble. The individual who protests to a white man or steals from the store in a situation where he might be caught, is negatively sanctioned by the migrants who fear that his behavior may threaten others.

The migrants in Main Camp did have considerable contact with individuals from the outside society on a regular basis. Besides the contact with agencies which have been discussed, Main Camp is prey to a host of individuals—mainly Negro—from nearby communities. Some, who are exmigrants, came to encourage friends to move to town. Most, however, enter the camp with the express purpose of making money. On weekend evenings, there were a large number of visitors who came to gamble. A regular pattern was observed in which visitors moved from one juke to another seeking a potentially lucrative situation. Several would enter the juke together and begin to gamble among themselves in a showy manner which attracted others. The migrant was usually the loser since a system of mutual protection was observed whereby one visitor would break up a game when his buddy appeared to be losing.

Another type of parasite came into the camp on Friday evenings when migrants were most likely to have money. They hung around trying to establish friendships and to borrow money. They were usually met with hostility, but an occasional smooth individual succeeds in borrowing sums out of assumed friendship and vague promises of future assistance.

Another form of parasitism is "the Sunday bazaar." On Sundays there were more people in the camp than on weekdays, and the camp became an outlet for secondhand and sometimes stolen goods. Hawkers urged migrants to put a downpayment on TV bargains. Everything from toothbrushes to stereo sets were offered at prices which were usually open to bargaining. Many of the larger items were sold by the "black market man" and were commonly believed (and may have been) stolen goods. Prices were high for some commodities given the condition of the goods: old and discolored clothing at \$1.10 for a shirt, \$2 for pants and 25 cents for socks; a secondhand watch cost \$7.50; \$40 could buy a stereo set which was not on display, however. Some hawkers are professional, others are merely families selling personal goods. In some cases, goods are pushed openly and are displayed, in others, where large items are involved, individuals are contacted quietly.

Finally, there is the traditional parasite, the evangelist, who holds a prayer meeting, attracts a crowd of people, passes a collection plate, and disappears.

MIGRANT DROPOUTS

The migrant labor stream serves as a significant avenue of occupational and geographical mobility for some southern Negroes. In the course of the summer's research, we sought information as to who dropped out of the camp and the circumstances under which they departed. Subsequently we sought to follow up the process of adaptation of migrants in northern communities.

There are a small number of people who consciously and deliberately utilize the stream as a means to move North to enter urban industrial employment. There are, in addition, many people who become disaffected during the course of the season in the North and are drawn into the cities as a means of escape and in hopes of a better life. There are still others who continually talk of moving north, but for whom the initial step entails an insurmountable degree of uncertainty. It has been difficult to estimate accurately the numbers or the percentage of migrant workers who actually move out of the stream into urban areas. The number of workers who drop out of the camps during the season provides only a very crude indication of the extent of occupational mobility since an unknown number of these people return to the South where they probably continue as agricultural workers. Thus they do not really drop out of the stream but merely leave the camp early during the season. In Main Camp, during the summer of 1966, approximately 28 percent of the adult working population left the camp before the heights of the season in September. A considerable difference in the dropout rates was observed in various crews, a fact which can be correlated with some of the social structural features which have been described: crew composition, recruitment practices and crew leader style. Tim, the coal baron, engendered no sense of loyalty or obligation which would have restrained walkout. Most members of his crew perceived themselves as being used to the crew leader's advantage and approximately 50 percent left before September. In contrast, Goober, the village chief, lost only one worker during the season, a fact which can be accounted for by the personal loyalties established and by the atmosphere of social dependence through which he controlled his crew. Big Daddy, the pater familias, lost about 46 percent of his crew or almost all individuals not members of his kin group.

The migrants develop contact with local urban areas through trips to town and through the visitors who come to the camp regularly. These visitors, especially the ex-migrants, often project an image of urban life characterized by success, easy money, available jobs. "Things are better in town; all you have to do is walk in and you'll get a job." Difficulties and frustrations are seldom expressed—the psychology of the ex-migrant is best illustrated by one who said, "Well, I look like your boss man's boss man now." Thus, confronted by many encouragements, the migrant, dissatisfied with life in the camp, begins to build expectations which are dampened, however, by fear of striking out without money into a strange environment. Many conversations, particularly when work is scarce, dwell on the subject of leaving the camp, especially among workers who are heavily in debt to their crew leader.

Once the season began and work was available, dropping out became a less pervasive subject of conversation and the dropout rate declined.

Conversations concerning urban life are necessarily rather vague, but they suggest some of the expectations and concerns of migrants. What do migrants expect to be the consequence of such a racial change in their pattern of life? For most, a move represents an escape from present unsatisfactory circumstances. Some migrants vaguely believe that welfare will carry them through the initial period of getting settled although most people are skeptical and regard a small amount of cash as crucial to tide them over the first few weeks. Many expect and bank on friends or acquaintances to help them with housing and the mechanics of job hunting.

Beyond the negative motivation of escape, the migrants are drawn to the city with the expectation that somehow "life will be better." The opportunity to accumulate possessions like a car, television, appliances, and to find a "decent place to live," are discussed as possible in the city. The availability of free medical attention is frequently mentioned as an incentive to settling in the North. Women are motivated by beliefs that their children will find better schooling and one woman wanted to move to town so her children would learn to "talk pretty."

Fear and uncertainty are continually reflected in conversations concerning dropping out. Migrants are aware that it is generally more expensive to live in the North. They are concerned about their ability to get steady jobs which pay enough to support them. Concerns about loneliness—about leaving family and friends—discourage many of those who otherwise talk of leaving the camp. Finally, the cold winter serves as a strong deterrent to dropping out. In view of the uncertainty, it is largely the young men with no family ties who go beyond the stage of wishful thinking.

Generally, desertion from the camps occurred in small groups of twos and threes. Most dropouts had made some tenuous contacts in the towns which were used upon arrival, although some indicated that they had no contacts but merely wandered into a Negro section and found jobs through "the grapevine." Few were aware of or utilized established agencies for seeking employment, such as the Employment Service.

Considerable difficulties were encountered in locating and following up on migrant dropouts. The sample from which the following material is drawn is therefore very limited and is based on a number of interviews with nine dropouts in Ithaca and two in Auburn, and conversations with groups of exmigrants in local bars.

All of the dropouts that were located and interviewed had found employment and, indeed, can be said to have been "overemployed," regularly working overtime. Several were working on more than one job. Most dropouts were working in unskilled occupations as janitors or kitchen help. However, one worked in a lumber yard, another as a car washer, and a third as a painter-truck driver. Earnings of dropouts ranged from \$40 to \$120 a week. While all dropouts had clearly articulated goals of "making money," all were vague as to their purposes. None of the dropouts were aware of public instrumentalities for saving money and if saving was taking place none cared to discuss it during interviews. Few seemed to be sending money

home, or if they were this was done on a casually irregular basis. The overall impression obtained through interviews was that little saving was actually taking place and that migrants were living relatively well on their earnings but not putting anything aside.

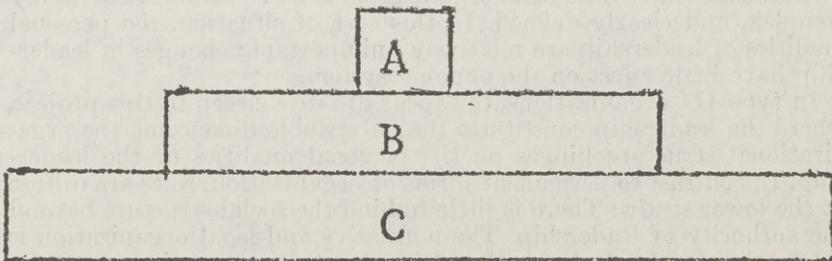
Almost all of the dropouts interviewed expressed unhappiness or dissatisfaction with their current arrangements. The cold weather of the North was a universal complaint, but more significant were the comments about the loneliness, the unfriendliness and impersonality of the North. Most of the interviewees had few family ties in the South but they strongly missed their peer relationships. Experiencing difficulty in articulating their dissatisfaction with the North, they indicated an estrangement and isolation in social relationships unlike that which they had experienced in the South. As one dropout put it, "just nobody likes to talk up here."

Dropout dissatisfaction is manifested in a high rate of geographical mobility and, consequently, occupational mobility, as dropouts shift among a group of New York cities. Several of the Ithaca dropouts had already made trips elsewhere looking for more favorable circumstances but had returned in the belief that Ithaca was better than other cities. All of the dropouts talked about plans to return south and several of them reported specific departure dates which were subsequently not kept. The continual references to a return south left an indelible impression that most would ultimately leave unless their conditions changed substantially.

THE THEORETICAL FRAMEWORK

The theoretical approach to field research was conditioned by our consideration of migrant labor as a form of intermittent social organization, a form which is devoid of personnel for periods of time. While empirical research concentrated upon the particular characteristics of migrant labor crews as examples of intermittent social organization, we are attempting to fit the study into a more general approach to the subject of social organization. In this section, intermittent social organization is examined in terms of this larger context.

For purposes of analysis, various forms of social organization will be examined in terms of the degree of permanence of various strata. For heuristic purposes, it is useful to conceive of organizations as consisting of three strata as indicated in the diagram:



The degree of permanence of each stratum varies. Where all three strata (A, B, C) contain roles which are continuous at all times, we call the form of organization "permanent" or type I. While there is neces-

sarily turnover in individual personnel at all levels, the number of roles and the level of activity remains relatively constant so that organizationally we can regard each stratum in type I organizations as continuous. Examples of type I forms are businesses, hospitals, banks, unions, prisons, and most voluntary associations. Indeed, most of the units studied by sociologists under the rubrics of "formal organization" or "complex organizations" are type I systems.

Where the two top strata (A, B) consist of roles which are permanent and continuous, but the third (C) disappears periodically, we refer to an organization as "semipermanent" or type II. This type includes organizations where, during an "off season," a host of roles at the bottom of the structure disappear. Typically, the activity levels of the total organization decline when level C roles are no longer active; in addition, the content of the roles in levels A and B may change during the off season. Examples of type II systems include complex seasonal economic units such as the construction industry and agribusiness in California. Industries such as garment and auto manufacturing once were of this type but the stabilization of level C roles have converted these systems into type I structures. Other examples of type II forms are circuses and ocean cruises.

Where only the top stratum (A) is permanent and the others disappear periodically, we refer to "intermittent" social organization or type III. Intermittent organizations engage participants only from time to time either on a seasonal basis or randomly as required. At other times, levels B and C actors disperse and their roles no longer exist. The only stable element in this form of organization is found in its leadership, stratum A. Leadership roles can be considered as stable during the period of inactivity because these roles are defined as requiring behavior that will maintain continuing contact with the structure—so that the organization can be brought together once again when necessary. Examples of type III systems are migrant labor crews in the eastern United States, summer camps and resorts, disaster organizations, and organizations which operate annual charity drives such as the United Fund.

Following from these definitional distinctions, we find differences in the structural characteristics of each type of social organization. The structure of type I is hierarchical with a great deal of interdependence between each level. Roles are high, differentiated, and quite specifically defined for each participant on a continuing basis. Both the normative and legal organization are well established, highly complex, and clearly defined. In this sort of situation, the personal qualities of leadership are relatively unimportant: changes in leadership have little effect on the ongoing system.

In type III organizations, the focus of our concern in this project, where the leadership constitutes the only stable dimension, the organizational structure hinges on the personal qualities of the leadership. In contrast to permanent forms of organization, roles are diffuse at the lower strata: There is little to bind the social structure beyond the authority of leadership. The normative and legal organization is extremely simple. Individuals who enter the system do so rapidly and for short periods of time: The socialization period is necessarily brief so that norms must be easily learned.

Type II organizations share characteristics of each of the above forms. Both strata A and B are stable, but there would tend to be less specificity of roles at B in this type than in a permanent type of organization particularly during the inactive period. Again, the normative organization would tend to be fairly complex for strata A and B, but somewhat thin for C which participates only during the active parts of the cycle. The importance of leadership style varies but lies somewhere between the two extremes.

Several hypotheses about the differences in the three types of organizations can tentatively be formulated:

1. In type II organization, much of the work of stratum B personnel will be oriented toward structuring the behavior of stratum C participants. There will, therefore, be more emphasis on the socialization process than in type III forms. A key intervening variable affecting this process will be the length of the active part of the cycle. In ocean voyages, for example, where the length of the process is relatively short, socialization will be highly intense in the first few hours. In longer processes, such as in agriculture in California, the socialization process will be less intense.

2. In type III organizations, the nonexistence of strata B and C for periods of varying length, means that socialization at two levels is necessary. The norms of such structures will be simple and subject to rapid change: There is no ongoing "culture" but one which has to be re-created continually.

3. The crucial variable affecting structure, norms, behavior, and satisfactions in type III organizations will be leadership style. Although leadership style is a significant variable in all forms of social organization, it becomes more crucial in intermittent social forms because it constitutes the only significant aspect of social structure present. Thus, we can expect leadership style to have a more significant effect upon behavior and satisfaction in type III structures than in types I and II. Indeed, the data on migrant labor indicate the strong correlation between a supportive leadership style and higher levels of productivity.

APPENDIX 1

MIGRANT LABOR: LABOR SHORTAGE OR LABOR WASTAGE

(By William H. Friedland*, New York State School of Industrial and Labor Relations, Cornell University)

For migrant workers, 1965 was intended to be the "year of transition." This was the year in which Public Law 78, permitting the importation of thousands of non-American agricultural workers (primarily from Mexico), expired. In its place Public Law 414 effectively restricted the conditions under which non-American workers could be imported into the United States for agricultural labor.

The circumstances under which these legislative changes occurred were marked by considerable controversy. Proponents of the old sys-

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tem argued that, without a supply of external labor, there would be an inadequate labor force and considerable crop loss; American workers, it was contended, were unwilling to work at stoop labor or would refuse to do so for the wages offered. On their part, supporters of the new program argued that the continual influx of non-American workers depressed the wages of domestic seasonal agricultural laborers and contributed to their unemployment.

The year 1965 was the first year in which foreign workers were effectively excluded from U.S. agriculture. As might have been expected, the supporters of the new system, Secretary of Labor Willard Wirtz among them, argued that, except for localized problems, the cut in manpower had not resulted in significant crop loss. (1) It was pointed out, for example, that the unavailability of Mexican labor had produced a 13-percent increase in domestic employment in Florida. (2) Wage rates were beginning to rise and the new legislation was seen as having a salutary effect upon seasonal labor. But, growers who had been dependent upon workers continued to create pressures to relax the restriction on the importation of labor. The summer of 1966 saw the repetition of most of the arguments that had been made in 1965.

This paper examines the question of labor shortage primarily in terms of the notion of underemployment. The contention will be made that the shortage of labor, whether real or imaginary, is more a function of archaic and inefficient practices of utilizing human resources than of the availability or unavailability of labor. A qualification must be noted in this connection: it is based upon a limited sample in New York State where research was conducted during the summer of 1966. Despite this limitation, to the extent that the broader literature of the field has dealt with these questions, the data collected confirmed findings about inefficiency and wastage found in other parts of the United States. (3) The primary purpose of the present paper is to systematically identify problem areas which are potentially amenable to resolution.

Two caveats must be noted. First, while there were many indications that inefficient management practices are widespread, some exceptions were noted. No attempt has been undertaken to systematically assess the total amount of labor wastage. Second, the present paper offers no solutions for the problems noted. Rather the intent is to indicate that substantial opportunities exist to resolve ostensible labor shortages by coming to grips with the problem of management of labor—a problem that has been ignored all too frequently in considering the quality and character of migrant labor.

IS THERE A LABOR SHORTAGE?

Since the late 1950's there has been a gradual decline in the number of migrant workers available for seasonal labor throughout the country. (4) While this in part reflects mechanizations, the decreasing availability of labor has contributed to an uncertainty among agricultural employers which was greatly dramatized by the removal of more than 150,000 foreign agricultural workers from the labor force in 1964. In New York State, in particular, the number of interstate farm workers has decreased by more than 40 percent since 1955. (5) While

cutback in foreign labor affected Atlantic coast agriculture only indirectly since it has always depended primarily upon domestic labor, the effects of labor shortage have been keenly experienced by farmers¹ throughout New York State. Their concerns are reflected in a series of articles on migrant workers in an upstate New York paper. (6) Wherever interviews were conducted with those who used seasonal labor during the summer of 1966, similar complaints prevailed concerning the amount of crops to be harvested relative to the small number of workers coming North, and the fact that camps are not filled to capacity. The consequences of labor shortage are illustrated by the fact that in the fall of 1966, college and high school students in central New York were being offered double the wage rate paid to migrants in order to salvage potatoes that otherwise were going to be left in the ground.

The declining availability of labor has been attributed to several factors. The general increase in employment in the United States and the decrease in unemployment was felt to be drawing workers out of agriculture. The cessation of migration from Mexico had made Atlantic coast migrants interesting to employers in the Midwest and in California and incentives were being offered which were redirecting part of the Northeast labor supply. It was also contended that the increase in sugar planting and other stabilized agriculture in Florida was cutting into the numbers of people who might otherwise move north.

Many farmers, troubled by the labor shortage, expressed beliefs about mechanization as the solution to their problem. In some cases, mechanization continued to be out of the question either because technological problems had not yet been resolved or because the capital costs of equipment were so high. In other cases, while favoring mechanization, farmers were reluctant to move in this direction because some crops could not yet be mechanized and, it was believed, migrant crews would bypass those areas where part of the job had been already mechanized thereby cutting down on earning potential. (7)

Whatever the arguments about mechanization, however, farmers and others dealing with seasonal labor agreed universally that there was a serious labor shortage and that something has to be done about it.

LABOR WASTAGE

While farmers were convinced that there were shortages in the labor supply, it soon became evident to this writer that at least part of the problem exists because of the inefficient utilization of existing labor supplies.² Farmers today are reaping the poor harvest resulting from the seeds sown during years of neglect in managing the organization of work. In a sense, the farm employers' attitudes toward the management of labor can be summarized in a single word: mechanization, that is, manage labor by getting rid of it. The emphasis on mechanization can be found in the intense concern of agricultural

¹ Throughout this paper the term "farmers" is intended to mean those farmers and others who utilized seasonal interstate agricultural workers.

² The writer worked for many years in the automobile industry and for several years as an industrial engineer. For the person with industrial experience the inefficient utilization of agricultural labor comes as a severe shock. The closest the writer came to equivalence in wastage of labor was in studying conditions of labor in Africa.

engineers with hardware and the neglect of research concerned with effective utilization of labor. And even now, as farmers complain about the labor shortage, their orientation is to continue to demand new machinery rather than to insist upon the development of more effective manpower management techniques.

Labor is treated nowadays as it was in periods of great labor surpluses, as if it has no intrinsic value. Its utilization is based upon attitudes and patterns of work developed at a time when labor was cheap. This is reflected in the wide variety of forms of labor wastage that were encountered during the course of conducting field research. Leaving aside wastage which is the product of a hoarding process—of which more will be said below—significant blocks of time were found to be lost every day through inadequate scheduling, planning, and direction or through faulty equipment. The following list incorporates some of the forms of wastage that were found.

Wastage through poor scheduling

1. Because no set time exists in many crews as to when work begins, crew members frequently waste considerable time in being assembled in the morning. The same is true at the end of the day: frequently workers stop working because rumors spread that work is to end shortly only to find the crew leader expects them to continue. In addition, because there is no fixed time for quitting, when work has ended, the bulk of the crew must wait while a few slower pickers fill out their last unit.

2. Crews are often rushed to the fields only to wait for periods up to 1½ hours for the crops to dry.

3. Crews are occasionally assigned to pick a field for the second time when a richer first-pick field is available.

4. A small field is assigned to a crew which can be completed when the day is over half done; under such circumstances, workers often refuse to move to another field.

5. Long distances between fields when a move is necessary during the day frequently discouraged workers.

6. In some cases fields have to be prepared before workers can begin picking (for example, potatoes) but such preparatory work is not performed in advance and the crew must wait until it is done.

Wastage through poor planning

1. Where a child care center is available, it is often not open on time to receive the children of migrants ready to board buses. In such cases, the entire crew must wait for the center to open.

2. Because of failure of lunch wagons to appear workers either have to work on empty stomachs or make trips to food stores to purchase food.

3. The failure to provide hampers on occasion means that the crop is stacked on the ground. Later workers have to load the crop involving a secondary, and unpaid, operation.

4. The nonappearance of the weighing truck means that the crew has to remain after the field is picked until the crop can be weighed.

Wastage through poor direction

1. Fields are not always easy to find and drivers occasionally lose their way.

2. Crews must wait while the crew leader and the farmer confer over which fields are to be picked.

3. The failure of the farmer to be on hand when the crew appears means that the crew is idle while awaiting his return.

4. Confusion in lining workers up in the fields frequently means false starts or other irritations.

5. Occasionally, on completion of the job, the crew must wait on the bus while the crew leader negotiates payments.

Wastage through poor equipment

1. Buses unable to start.

2. Buses breakdown on route to or returning from fields.

3. Hoes not sharpened and/or other tools not prepared for workers on their arrival.

4. Breakdown in packinghouse equipment.

The burden of labor wastage is placed directly upon the migrant for the time wasted is time for which he is not reimbursed. In the past, throwing the cost of inefficiencies upon workers may have been economically rational for farmers. Today, given the existence of alternative forms of employment, the old structure of migrant labor with its inherent defects in planning agricultural work, has created a burden for the farmer as well. For this structure which is perpetuated not on the basis of efficiency but because of employer attitudes has produced, over the years, a continual deterioration in work attitudes on the part of the migrants themselves.

Farmers look upon their workers in much the same way that industrial employers did many years ago. Typically, farm employers express beliefs that migrants are lazy and that little or nothing can be done to increase productivity. The human embodiment of this belief is the "\$3 a day man" and farmers frequently contend that "there's no point in paying higher wages, they'll still quit when they've earned \$3 for the day." Whether true or not, this attitude toward employees precludes any serious approach to changing the situation. Indeed, farmers have developed attitudes toward the entire structure of migrant labor that preclude approaches to greater efficiency. The prime example of this is the continued dependence of many farmers on the crew leader.*

Most farmers prefer to avoid being involved with migrant workers in any way that entails contact with them. These farmers essentially abdicate control over the organization of work to the crew leader. The crew leader serves not only as a labor contractor but also carries on a broad variety of other functions. He initially recruits the labor and brings it North. He manages the daily life of the migrants, is expected to maintain law and order in the camps, and frequently must provide a variety of food services and transportation between camp and work, as well as local taxi service. He acts as banker and bartender, is the foreman on the job, as well as being the prime mediating influence between his crew and the farmer and other noncrew agencies. Many

*An important qualification is necessary. Not all farm employers depend upon the crew leader as the recruiter and director of migrant workers. A number of cases were found where employers utilize crew leaders for limited purposes but not for recruitment or overall management of labor. Impressionistically, it appears that such crews were managed more efficiently.

of the crew leaders peripheral roles provide him with sources of income over and above the yield from his crew's labor. Indeed, when the farmer abdicates control over work organization to the crew leader he yields it to a person whose interests in productivity are frequently based on criteria which have little relationship to the interests of the farmer. For the crew leader can sometimes earn as much money, if not more, through auxiliary enterprises such as the provision of food, alcohol, transportation, and credit as he can from the output of his crew.

Additionally, the crew leader, while having many talents, is singularly unable in most cases to cope with the problems of effective management of workers. In most industrial circumstances, the supervision of a group of 40 or more workers is a role handled either by a trained person, or if untrained, by a person with a very high vested interest. The crew leader is neither. In most cases he is an ex migrant whose mobility has derived from his ability to purchase or inherit the means of transportation. Beyond this, the primary prerequisite of the crew leader is his ability to deal with white farmers, admittedly a significant ability beyond that of most workers.

The management of a crew of workers requires, however, other significant skills which, in most cases, are lacking. The maintenance of control within the camp and the workplace, for example, constitutes one crucial responsibility of the crew leader that is honored more in the breach than in reality. Theoretically, his role as "provider" gives him leverage to exercise control over the output of his crew; for example, to insure that workers turn out for work every day and that they work steadily and regularly in the fields. The crew leader, however, has little experience to enable him to deal directly with problems of efficiency let alone the power to make decisions and plans crucial to determining the organization of work. More than half of the examples of wastage cited above are derived from circumstances which are beyond the control of the crew leader, the person with the primary responsibility for the harvest. In large part, these anomalies have developed from the lack of communication between employer and those who work for him. The farmer has perpetuated a system which allows the maximum of exploitation and provides the minimum of incentive to the migrant worker.

The deleterious effects of labor wastage upon the migrant are clear. In none of the examples cited are migrants paid for time lost. The migrant can only conclude—and does—that his time has no value. Prey to other exploitative structures, the high cost of credit, food, and alcohol, and other debilitating experiences, the lack of control within the camps, the unpredictable character of life, and the non-existence of savings structures, the migrant has little incentive to work more effectively or to accumulate income. The kinds of attitudes encouraged by the daily loss of time frequently amounting to 25 percent of worktime cannot possibly be conducive to productivity. If it is made continually clear to a person that his time is of no value, it can hardly be expected that he will hurry to get on the bus in the morning or utilize his time well while in the fields.

MIGRANT ATTITUDES TOWARD WORK

No attempt is being made here to argue that migrants have a typical "protestant ethic" toward work which is drained from them by the present structure within which labor is organized. It is characteristic of all employment situations that there are many types of attitudes toward work. There are those workers with attitudes supportive of working hard and others without. In all employment relationships it is necessary to create structures which maximize productivity of all employees but, in particular, of those persons who have the basic attitudinal components upon which a productive work force can be built. There is much evidence to indicate that the level of productivity even among the best migrant workers is low although there are many who come North with the intention of earning more than a subsistence wage. These intentions are rapidly squelched by two aspects of the present structure of migrant labor.

First, the system of employee recruitment is inadequate and imposes serious economic difficulties upon the migrant. All too frequently, because of the ostensible shortage of workers, farmers hoard labor by attempting to get their crews on hand early or to keep them during the interim period between an early and a late season. Thus, the migrant arrives in camp already in debt to the crew leader (who has usually supported him en route) only to find that work will be sparse for some time. During this period his debt to the crew leader who supplies food on credit increases. By the time the season sets in, the worker's expectations have realistically been set at simply keeping himself functioning through the summer period.* These attitudes stem not only from the low wage levels but also from the irregularity of work and create the "\$3 a day" syndrome that farmers utilize in justifying the maintenance of low wages.

Second, low productivity is related to the day-to-day organization of work in the fields. Sending a crew to a field which has had a first picking or to a small field which can be finished in less than a day, or where, for whatever reason, the picking is poor, is feasible only in situations where there is a surplus of labor. Not only is the work slower and more tiring in such fields but, if there is a change of field during the day entailing a loss of time in transport, workers become discouraged and refuse to continue to work. Until closer planning and scheduling are introduced, the present organization of work cannot yield higher output by migrants.

Four types of response have been observed by migrants to these discouraging conditions:

1. Griping. "They have no business bringing people to a field like this." "I'll never come North again; it's not worth it."
2. The walkoff. If the field is considered poor, migrants will leave saying: "It doesn't pay to kill yourself for things like this."
3. "Target" working. "I'll just get enough to buy my dinner and a bottle and I'll quit."

*Indeed, while the sample interviewed was neither random nor large, the conclusion became somewhat compelling that many migrants now look upon the northern trip as a period necessary to "get through" the year while work in the South is viewed as the period in which some money is made. When migrants were asked how much they expected to take back to the South, responses were as follows: "Not much," "maybe \$30," "\$100-200 if I'm lucky." One person summed up most attitudes with "I'll break even; I came up with nothing and I'll leave with nothing."

4. The slowdown. This most common response occurs most frequently when workers are paid by the hour but also is found on piece-work jobs. The technique is old and well-established: One looks busy by standing or squatting in a working position without doing much work. On hourly work, if one works harder than the others, sanctions are strong and immediate: "Don't take us out of a job."

Even for the productive individual, the organization of work is a discouraging one. Movements of crew, poor fields, poor planning and scheduling, breakdowns of equipment, and so on, mean that he can rarely earn \$15 a day even if he is prepared to work extremely hard. Adding to this the exploitation of the crew leader and the difficulties in saving income, little incentive is built in to support the productive worker and he soon takes on the attitudes of the prevalent migrant culture or drops out of the migrant labor stream.

CONCLUSION : SOME NOTES FOR POLICY

* * * The contractor system is a highly effective device for transferring the risk of agricultural employment to the workers. It is a sound principle of industrial relations that the various economic risks incident to employment ought to be distributed fairly or else insured against. This principle is notably absent in agricultural harvest work. Anyone familiar with urban industrial relations would suppose, for example, that employers would have some responsibility for workers who are brought to a work situation and held there for several weeks although no work is furnished to them. In agriculture, however, it frequently happens that the workers are brought into a grower's camp, upon specific instruction from the grower, several weeks before they are needed, and remain entirely on their own until work begins, unless public charity is available or the contractor is willing to give advances of money or of credit. The situation is the same whether the lack of work is due to the vagaries of weather, the conditions of the market, miscalculation on the part of the grower, or any other reason. * * * Whatever the source of risk, it is borne by the individuals who are least able to undertake it. (9)

Little has changed since these words were published in 1952. The passage of Federal legislation requiring the registration of labor contractors in 1963 has done little to change the basic criticism leveled by Ross & Liss of the present crew leader system in season agriculture. The only major changes have been the exclusion of non-Americans from seasonal work and the other processes contributing to the decline of numbers of workers involved in these occupations. Most significantly, however, migrant workers themselves—that is, those least able to undertake the cost of the risks of the harvest—continue to sustain the bulk of the costs for an outmoded system of production.

The adoption of Public Law 414 has created the basis for serious change in agriculture which continues to require the utilization of a large volume of manpower. The shortage of labor potentially, at least, may induce farmers to begin the laborious process of changing the organization of work and control. If farmers become convinced that change is necessary and possible in the organization of work, they are capable of bringing significant pressures to bear on the research structures that have made American agriculture the

powerful force that it is today. As long as farmers remain inert, however, little incentive will exist for research by agriculture colleges and research stations and the vast extension network to become mobilized to develop the techniques of effective manpower direction. As long as farmers continue to look to "hardware" as the only solution to their problems, it will continue to be impossible to come to grips with the dilemma of effective manpower policies.

Most important, the long experience of industry will have to be brought to bear on the managerial problem. Farmers will have to internalize the idea that labor has intrinsic cash value and that its efficient organization is crucial to the farmers' own welfare. The incentives which must be brought to a new organization of work not only have to do with better wages but with better planning, organizing, scheduling, and controlling. When those people interested in more than minimal survival learn that they can earn money, the trip North will again become attractive to better workers.

Any conclusions with respect to policy must be formulated in the most tentative way since the research reported here is preliminary and much additional work remains to be done. The experience of fieldwork indicates careful planning of an even rudimentary nature can eliminate some of the forms of wastage noted. Individual farmers, for example, can provide crew leaders and their bus drivers with maps to get them to the fields without getting lost. Scheduling of work can take place more effectively. Farmers can exercise greater control over order in their camps rather than abdicating their responsibility. Savings systems can be created to encourage better workers to accumulate. Or farmers can insist that pricing of food provided by the crew leader is less exploitative.

While these and many other changes are possible, the likelihood remains that effecting change for a significant proportion of the migrant population will require the imposition of mechanisms that insure greater equality in the sharing of economic risks. The experience of urban industry has shown that only when the employers bear the financial costs of inefficiency does he become significantly motivated to more effective management.

The tentative conclusion to be drawn is that legislation will be required providing for devices such as portal-to-portage wages (from the South), the guarantee of an 8-hour day after arrival in the North and/or the guarantee of a fixed number of days of work. Until the cash value of labor is made explicit to agricultural employers through external pressure, past experience would indicate that few changes in fundamental attitudes will be forthcoming. On the other hand, the introduction of legislation throwing the burden of risk upon farmers would produce an immediate reaction from the research agencies associated with agriculture in the United States. This complex and elaborate mechanism could begin to provide the techniques of more effective management almost immediately and the consequences for efficiency in agriculture could be enormous.

REFERENCES

- (1) See, for example, U.S. Department of Labor, *Year of Transition, Seasonal Farm Labor—1965*.
- (2) *Ibid.*, 25.

- (3) William H. Metzler, *Migratory Farm Workers in the Atlantic Coast Stream*, Circular 966, U.S. Department of Agriculture, 1955, notes that in the Belle Glade area of Florida much of the time lost by workers could be attributed to the inefficient organization of work. Anne M. Montero, *Migratory Labor in New York State*, National Consumers Committee for Research and Education, 1966, notes that 30 out of 90 farmers she questioned felt they could reduce their labor needs through a more efficient use of labor. In a study of Yolo County, Florida, James Becket, *The Domestic Farm Laborer*, University of California, 1966, states the need to change the organization of work.
- (4) Committee on Labor and Public Welfare, U.S. Senate, *The Migratory Farm Labor Problem in the United States, 1965 Report*, Washington, D.C., 1966, 36-7.
- (5) Estimated from statistics in New York State Employment Service, *Farm Labor Annual Reports*.
- (6) See especially *Rochester Democrat and Chronicle*, Aug. 28, 1965.
- (7) U.S. Department of Labor, *Technological Changes in Sugar Beet Cultivation*, Washington, D.C., April 1963, 14.
- (8) Again, the parallel with Africa is compelling since employers in Africa postulated for decades the existence of the "target" worker who remains in employment only long enough to accumulate sufficient income to purchase a "target". An extensive literature has developed around this subject, much of it calling into question the basic notion. See, for example, Elliot Berg, "Backward Sloping Labor Supply Functions in Dual Economies—The Africa Case," *Quarterly Journal of Economics*, 75, August 1961, 469-492.
- (9) Arthur M. Ross and Samuel Liss, "The Contractor System in Agriculture," United States Senate, *Migratory Labor: Hearings Before the Subcommittee on Labor and Labor-Management Relations of the Committee on Labor and Public Welfare*, 82nd Congress, Second Session on Migratory Labor, Part 2. (Washington, D.C.: U.S. Government Printing Office, 1952), p. 1028.

APPENDIX 2

CONSEQUENCES OF THE RESEARCH PROJECT

During the course of planning and carrying on research, a number of related activities have occurred somewhat peripheral to the direct concern with the accumulation of data. These consist of (1) the development of a training program oriented toward an expansion of the data collecting process, (2) the feedback of data to interested parties, and (3) the formulation of an expanded research program.

Development of a training program

Early in the period of research, it became clear that a number of students were interested in the subject matter to be studied. To a large extent this is a reflection of the serious social concerns of many college students now manifested on campuses throughout the United States. Students saw opportunities for becoming involved with an underprivileged sector of American society. The principal investigator became increasingly interested in the possibility of harnessing these energies in a fruitful experience which would not only serve more meaningful instructional purposes but also might produce a significant personal commitment to activities in migrant labor, poverty, and manpower areas. Accordingly, plans were put underway even before the summer of research was completed to develop a program to tap into this group of interested and concerned students.

With the encouragement of the dean and members of the faculty of the School of Industrial and Labor Relations, a proposal was formulated to establish a two-course sequence which would begin in the Spring 1967 semester. The first course was to be oriented toward

preparing the student for field research by (a) providing students with information about migrant labor; (b) introducing students to various methods of data collection, but particularly methods of participant observation; (c) providing students with a series of concrete field experiences in which they could develop personal skills in data collection. As a result of this course, students would be selected to spend a summer in field research in a migrant labor camp. In the fall 1967 semester, a followup seminar would be devoted to the analysis of field materials and the preparation of a series of research papers. Each student would produce papers dealing with (1) general analysis of data concerned with the central theoretical focus of the study (2) concentration on one subarea of this central theoretical focus; (3) a study in depth of a single migrant; and (4) preparation of a paper exclusively concerned with a subject of interest to the student.

Interest by faculty and administration of the school has been high and as a result, academic credit has been assigned to these two courses on an experimental basis. It is hoped that the experience may serve as a model for other faculty members for an integrated research-teaching operation which will harness interests, particularly of undergraduate students. The course descriptions are provided in appendix 3.

The fall 1966 semester was devoted to publicizing the existence of the new course sequence and interviewing interested students. The interviews, which were given in depth, sought to discover the motivation of students and the depth of their interests as well as the probability of finding highly adaptive and flexible personalities which would be necessary for the somewhat onerous condition of participant observation research in migrant labor camps. As a result of this process, nine undergraduates were assembled for the spring semester and are currently in the process of being trained. They are being provided with a background in both the theoretical problems involved relating to sociological theory and the factual circumstances relating to migrant labor. In addition, a most important part of the course is devoted to the study of research methods. Included as part of the methodology curriculum is a series of field problems providing direct experience with field research. These include: an attempt to answer the question "Do the poor in Ithaca pay more?", an analysis of the social structure of a lower class bar, an investigation as to the existence of a "Gaza strip" in a student cafeteria, and a team project seeking to make a census of the Negro population of a small town in the vicinity. In all of these assignments, students are required to prepare a short substantive paper dealing with the question assigned, and field notes. All assignments have been constructed to test the ingenuity and flexibility of students; their abilities to work individually, in pairs, and in teams; their abilities as data collectors and the sharpness of their perceptions.

Even if the lack of financial support precludes the continuation of project, the students will have emerged from this seminar with increased understanding of data collection methods and sharper perceptions of social structure. If the program continues, it is expected that students will gain (1) far greater insights into the characteristics and processes of social structures; (2) substantive understanding of a totally strange subsociety of our larger American society; and (3) an integrated research activity that is oriented toward the production of research papers based upon personal field experiences rather than being drawn from secondary sources and library materials.

The feedback program

Research in the field was no sooner underway than demands began to be placed upon the principal investigator and the research associate to provide feedback data to interested parties. These demands intensified substantially as the academic year progressed. To date, information flowing from data collection has been presented to a broad variety of groups and individuals. These have included student groups interested in action programs for migrant workers, farm-employers' meetings, New York State county agents, farm labor representatives, policymakers and legislators in New York, cooperative association officers, and various other organizations and individuals with interests in migrant labor.

It has been the purpose of the investigators to attempt to provide a maximum of information to interested organizations and individuals flowing from the data collection process. Auxiliary personnel involved as field researchers have also been encouraged to provide information whenever possible to interested parties. This policy, it is expected, will continue in the future.

Expansion of the program

As a result of the research, a variety of conditions have encouraged the expansion of the research program. This expansion is seen as developing in a variety of different ways.

1. *Theoretical concerns*

The theoretical concern of the original study has broadened substantially since field research began. One important expansion has focused upon the ramification of the general theoretical interest. In addition, however, the idea of intermittent social organization—which constituted the main theoretical underpinning of the original study—has now been integrated into a more general theory of social organization utilizing an approach focused upon the permanence of roles within organizational strata. The general theoretical approach has been developed in the concluding section of this report, "The Theoretical Framework."

2. *Applied research with policy implications*

While there has been considerable concern with sociological theory, various practical areas have begun to be examined as a result of important deficiencies discovered during the field period in 1966. For one thing, the increasing pressure for knowledge about manpower problems has focused attention upon various aspects of the organization of work in agriculture. One concrete product of this interest is a paper on labor wastage that is reproduced as appendix 1. This paper has been conditionally accepted for publication dependent upon a number of sug-

gested revisions and is currently being revised for publication. It is anticipated that similar kinds of data will be accumulated if the research is conducted again next year.

A second important deficiency was discovered in the existing data emanating from Government agencies. Field research indicates that there are important discrepancies between our findings and data available through Government agencies. In one case, Government figures on the number of personnel in specific crews varied by as much as 50 percent from figures obtained by personnel involved in this project. In other cases, aggregated data published by Government sources seems to have little relationship to individualized crew data on wages. Data on wages were collected during 1966 but in an unsystematic manner and considerably more energy will have to be devoted to collecting wage data in a rigorous fashion. In addition, data were collected in a similar manner on hours of work in order to attempt to develop some notion of hourly wages. The data must be interpreted with care, but they suggest that hourly income runs well below \$1 per hour. It has now become an explicit part of future field research to collect data on wages, hours, and other conditions in a more rigorous and systematic manner. Such data, if carefully collected, have the potential for providing a more accurate basis for action of policymakers.

APPENDIX 3

ILR 499h—Field Research on Migrant Labor: Preparation. Credit 3 hours. Spring term. Prerequisite: Permission of instructor. Mr. Friedland.

First in a sequence preparing and involving the student in field research on migrant labor. This initial course will examine the existing literature on migrant labor, study relevant research techniques, and prepare the student for field research through a number of exercises. This seminar is intended to prepare the student for research on migrant labor during the subsequent summer.

ILR 499h—Field Research on Migrant Labor: Analysis. Credit 3 hours. Fall term. Prerequisite: the preparatory course and directed summer research. Mr. Friedland.

Analysis of data accumulated in field research during the previous summer. Each student will utilize his own materials plus those collected by other participants in the seminar to prepare a series of papers on selected topics.

STAFF NOTE.—The following material was compiled by the staff of the Subcommittee on Migratory Labor from Department of Labor, Bureau of Labor Statistics, publications:

WORK STOPPAGES IN THE UNITED STATES, 1927-66¹

Year	Work stoppages		Workers involved ²		Man-days idle during year		
	Number	Average duration (calendar days) ³	Number (thousands)	Percent of total employed	Number (thousands)	Percent of estimated total working time	Per worker involved
1927	707	26.5	330	1.4	26,200	0.37	79.5
1928	604	27.6	314	1.3	12,600	.17	40.2
1929	921	22.6	289	1.2	5,350	.07	18.5
1930	637	22.3	183	.8	3,320	.05	18.1
1931	810	18.8	342	1.6	6,890	.11	20.2
1932	841	19.6	324	1.8	10,500	.23	32.4
1933	1,695	16.9	1,170	6.3	16,900	.36	14.4
1934	1,856	19.5	1,470	7.2	19,600	.38	13.4
1935	2,014	23.8	1,120	5.2	15,500	.29	13.8
1936	2,172	23.3	789	3.1	13,900	.21	17.6
1937	4,740	20.3	1,860	7.2	28,400	.43	15.3
1938	2,772	23.6	688	2.8	9,150	.15	13.3
1939	2,613	23.4	1,170	4.7	17,800	.28	15.2
1940	2,508	20.9	577	2.3	6,700	.10	11.6
1941	4,288	18.3	2,360	8.4	23,000	.32	9.8
1942	2,968	11.7	840	2.8	4,180	.05	5.0
1943	3,752	5.0	1,980	6.9	13,500	.15	6.8
1944	4,956	5.6	2,120	7.0	8,720	.09	4.1
1945	4,750	9.9	3,470	12.2	38,000	.47	11.0
1946	4,985	24.2	4,600	14.5	116,000	1.43	25.2
1947	3,693	25.6	2,170	6.5	34,600	.41	15.9
1948	3,419	21.8	1,960	5.5	34,100	.37	17.4
1949	3,606	22.5	3,030	9.0	50,500	.59	16.7
1950	4,843	19.2	2,410	6.9	38,800	.44	16.1
1951	4,737	17.4	2,220	5.5	22,900	.23	10.3
1952	5,117	19.6	3,540	8.8	59,100	.57	16.7
1953	5,091	20.3	2,400	5.6	28,300	.26	11.8
1954	3,468	22.5	1,530	3.7	22,600	.21	14.7
1955	4,320	18.5	2,650	6.2	28,200	.26	10.7
1956	3,825	18.9	1,900	4.3	33,100	.29	17.4
1957	3,673	19.2	1,390	3.1	16,500	.14	11.4
1958	3,694	19.7	2,060	4.8	23,900	.22	11.6
1959	3,708	24.6	1,880	4.3	69,000	.61	36.7
1960	3,333	23.4	1,320	3.0	19,100	.17	14.5
1961	3,367	23.7	1,450	3.2	16,300	.14	11.2
1962	3,614	24.6	1,230	2.7	18,600	.16	15.0
1963	3,362	23.0	941	2.0	16,100	.13	17.1
1964	3,655	22.9	1,640	3.4	22,900	.18	14.0
1965	3,963	25.0	1,550	3.1	23,300	.18	15.1
1966	4,405	22.2	1,960	3.7	25,400	.19	12.9

¹ The number of stoppages and workers relate to those stoppages beginning in the year; average duration, to those ending in the year. Man-days of idleness include all stoppages in effect.

Available information for earlier periods appears in Handbook of Labor Statistics, BLS Bulletin 1016 (1951), table E-2. For a discussion of the procedures involved in the collection and compilation of work stoppage statistics, see BLS Handbook of Methods for Surveys and Studies, BLS Bulletin 1458 (1966), ch. 19. Bulletin 1458 contains a revision of ch. 12 in Techniques of Preparing Major BLS Statistical Series, BLS Bulletin 1168 (1955).

² In these tables, workers are counted more than once if they were involved in more than 1 stoppage during the year.

³ Figures are simple averages; each stoppage is given equal weight regardless of its size.

WORK STOPPAGES BY INDUSTRY GROUP, 1961

Industry group	Stoppages beginning in 1961		Man-days idle during 1961 (all stoppages)	
	Number	Workers involved	Number	Percent of estimated total working time
All industries.....	1 3,367	1,450,000	16,300,000	0.14
Manufacturing.....	1 1,677	897,000	9,780,000	.24
Primary metal industries.....	126	74,400	665,000	.23
Fabricated metal products, except ordnance, machinery, and transportation equipment.....	191	96,600	1,130,000	.41
Ordnance and accessories.....	6	6,160	51,400	.10
Electrical machinery, equipment, and supplies.....	114	67,100	716,000	.20
Machinery, except electrical.....	176	89,100	1,240,000	.34
Transportation equipment.....	98	297,000	2,500,000	.65
Lumber and wood products, except furniture.....	75	12,500	234,000	.15
Furniture and fixtures.....	70	12,500	256,000	.28
Stone, clay, and glass products.....	130	24,400	458,000	.32
Textile mill products.....	35	5,970	39,100	.02
Apparel and other finished products made from fabrics and similar materials.....	112	15,100	146,000	.05
Leather and leather products.....	25	18,200	70,400	.08
Food and kindred products.....	144	80,000	589,000	.13
Tobacco manufactures.....				
Paper and allied products.....	62	15,300	324,000	.22
Printing, publishing, and allied industries.....	50	8,850	93,500	.04
Chemicals and allied products.....	94	14,100	441,000	.21
Petroleum refining and related industries.....	17	15,000	316,000	.61
Rubber and miscellaneous plastics products.....	65	22,600	215,000	.24
Professional, scientific, and controlling instruments; photographic and optical goods; watches and clocks.....	19	12,500	170,000	.19
Miscellaneous manufacturing industries.....	56	10,400	125,000	.13
Nonmanufacturing.....	1 1,694	555,000	6,500,000	.2 0.8
Agriculture, forestry, and fisheries.....	31	10,900	80,600	(³)
Mining.....	154	37,700	310,000	.18
Contract construction.....	824	217,000	3,490,000	.50
Wholesale and retail trade.....	308	62,400	716,000	.02
Finance, insurance, and real estate.....	4	230	3,000	(³)
Transportation, communication, electric, gas, and sanitary services.....	243	211,000	1,710,000	.17
Services.....	103	9,070	173,000	(³)
Government.....	28	6,610	15,300	(³)

¹ Stoppages extending into 2 or more industry groups have been counted in each industry affected; workers involved and man-days idle were allocated to the respective groups.

² Excludes government.

³ Not available.

Note: Because of rounding, sums of individual items may not equal totals.

WORK STOPPAGES BY INDUSTRY GROUP, 1962

Industry group	Stoppages beginning in 1962		Man-days idle during 1962 (all stoppages)	
	Number	Workers involved	Number	Percent of estimated total working time
All industries.....	1 3,614	1,230,000	18,600,000	0.16
Manufacturing.....	1 1,789	638,000	10,100,000	.24
Ordnance and accessories.....	7	29,900	202,000	.37
Food and kindred products.....	206	54,500	614,000	.14
Tobacco manufactures.....	3	990	20,600	.09
Textile mill products.....	50	6,990	99,900	.04
Apparel and other finished products made from fabrics and similar materials.....	95	23,600	130,000	.04
Lumber and wood products, except furniture.....	72	13,100	448,000	.29
Furniture and fixtures.....	61	12,300	298,000	.31
Paper and allied products.....	63	18,800	436,000	.28
Printing, publishing, and allied industries.....	53	45,200	694,000	.29
Chemicals and allied products.....	103	29,400	767,000	.35
Petroleum refining and related industries.....	10	6,890	522,000	1.05
Rubber and miscellaneous plastics products.....	43	14,800	159,000	.16
Leather and leather products.....	32	7,550	58,100	.06
Stone, clay, and glass products.....	113	15,600	318,000	.22
Primary metal industries.....	176	84,800	872,000	.29
Fabricated metal products except ordnance, machinery, and transportation equipment.....	220	42,500	651,000	.23
Machinery, except electrical.....	196	63,300	1,200,000	.32
Electrical machinery, equipment, and supplies.....	99	64,200	631,000	.16
Transportation equipment.....	100	81,500	1,410,000	.34
Professional, scientific, and controlling instruments; photographic and optical goods; watches and clocks.....	38	15,100	418,000	.46
Miscellaneous manufacturing industries.....	54	7,350	178,000	.18
Nonmanufacturing.....	1,825	596,000	8,460,000	2.11
Agriculture, forestry, and fisheries.....	16	2,560	59,000	(3)
Mining.....	159	51,800	983,000	.60
Contract construction.....	913	284,000	4,150,000	.60
Transportation, communication, electric, gas, and sanitary services.....	213	182,000	2,490,000	.25
Wholesale and retail trade.....	364	29,700	535,000	.02
Finance, insurance, and real estate.....	11	1,440	15,100	(3)
Services.....	121	12,700	145,000	(3)
Government.....	28	31,100	79,100	(3)

¹ Stoppages extending into 2 or more industry groups have been counted in each industry affected; workers involved and man-days idle were allocated to the respective groups.

² Excludes government.

³ Not available.

Note: Because of rounding, sums of individual items may not equal totals.

WORK STOPPAGES BY INDUSTRY GROUP, 1963

Industry group	Stoppages beginning in 1963		Man-days idle during 1963 (all stoppages)	
	Number	Workers involved	Number	Percent of estimated total working time
All industries.....	1 3,362	941,000	16,100,000	0.13
Manufacturing.....	1 1,684	555,000	10,400,000	.24
Ordnance and accessories.....	9	8,720	25,400	.04
Food and kindred products.....	158	53,100	444,000	.10
Tobacco manufactures.....	2	1,550	8,550	.04
Textile mill products.....	36	13,000	193,000	.09
Apparel and other finished products made from fabrics and similar materials.....	109	22,300	210,000	.06
Lumber and wood products, except furniture.....	64	41,400	1,290,000	.86
Furniture and fixtures.....	68	9,490	146,000	.15
Paper and allied products.....	54	9,360	146,000	.09
Printing, publishing, and allied industries.....	58	14,200	1,700,000	.72
Chemicals and allied products.....	104	20,400	481,000	.22
Petroleum refining and related industries.....	14	1,810	338,000	.71
Rubber and miscellaneous plastics products.....	82	32,100	1,100,000	1.06
Leather and leather products.....	38	23,700	100,000	.11
Stone, clay, and glass products.....	118	20,300	459,000	.30
Primary metal industries.....	131	55,400	637,000	.21
Fabricated metal products, except ordnance, machinery, and transportation equipment.....	193	40,800	516,000	.18
Machinery, except electrical.....	171	58,500	845,000	.22
Electrical machinery, equipment, and supplies.....	109	44,300	835,000	.21
Transportation equipment.....	101	71,500	678,000	.16
Professional, scientific, and controlling instruments; photographic and optical goods; watches and clocks.....	27	4,750	122,000	.13
Miscellaneous manufacturing industries.....	46	7,800	94,600	.09
Nonmanufacturing.....	1 1,678	386,000	5,730,000	2.07
Agriculture, forestry, and fisheries.....	25	16,000	84,600	(3)
Mining.....	153	45,800	481,000	.30
Contract construction.....	840	208,000	1,930,000	.25
Transportation, communication, electric, gas, and sanitary services.....	205	63,400	2,540,000	.25
Wholesale and retail trade.....	293	34,200	498,000	.02
Finance, insurance, and real estate.....	13	1,320	30,800	(3)
Services.....	121	12,500	148,000	(3)
Government.....	29	4,840	15,400	(3)

¹ Stoppages extending into 2 industry groups or more have been counted in each industry affected; workers involved and man-days idle were allocated to the respective groups.

² Excludes government.

³ Not available.

Note: Because of rounding, sums of individual items may not equal totals.

WORK STOPPAGES BY INDUSTRY GROUP, 1964

Industry group	Stoppages beginning in 1964		Man-days idle during 1964 (all stoppages)	
	Number	Workers involved	Number	Percent of estimated total working time
All industries.....	3,655	1,640,000	22,900,000	0.18
Manufacturing.....	¹ 1,794	994,000	15,700,000	.35
Ordnance and accessories.....	8	6,820	154,000	.23
Food and kindred products.....	186	54,900	866,000	.19
Tobacco manufactures.....	1	600	1,680	.01
Textile mill products.....	37	8,440	124,000	.05
Apparel and other finished products made from fabrics and similar materials.....	106	24,700	225,000	.07
Lumber and wood products, except furniture.....	56	7,110	96,900	.06
Furniture and fixtures.....	60	6,930	145,000	.14
Paper and allied products.....	79	38,900	580,000	.36
Printing, publishing, and allied industries.....	50	8,605	801,000	.33
Chemicals and allied products.....	94	21,000	337,000	.15
Petroleum refining and related industries.....	22	5,340	164,000	.34
Rubber and miscellaneous plastics products.....	67	30,000	452,000	.41
Leather and leather products.....	34	6,050	67,300	.07
Stone, clay, and glass products.....	117	22,800	412,000	.26
Primary metal industries.....	173	87,700	1,010,000	.32
Fabricated metal products, except ordnance, machinery, and transportation equipment.....	228	79,900	1,550,000	.50
Machinery, except electrical.....	191	120,000	1,140,000	.27
Electrical machinery, equipment, and supplies.....	105	62,700	859,000	.21
Transportation equipment.....	120	386,000	6,410,000	1.53
Professional, scientific, and controlling instruments; photographic and optical goods; watches and clocks.....	23	6,840	170,000	.18
Miscellaneous manufacturing industries.....	49	8,960	146,000	.14
Nonmanufacturing.....	¹ 1,865	646,000	7,210,000	2.09
Agriculture, forestry, and fisheries.....	18	3,000	44,100	(²)
Mining.....	155	83,400	808,000	.49
Contract construction.....	944	248,000	2,790,000	.35
Transportation, communication, electric, gas, and sanitary services.....	257	205,000	1,900,000	.19
Wholesale and retail trade.....	309	61,600	1,340,000	.04
Finance, insurance, and real estate.....	17	830	10,400	(⁴)
Services.....	125	20,900	245,000	.01
Government.....	41	22,700	70,800	(⁴)

¹ Stoppages extending into 2 or more industry groups have been counted in each industry affected; workers involved and man-days idle were allocated to the respective groups.

² Excludes government and agriculture.

³ Not available.

⁴ Less than 0.005 percent.

Note.—Because of rounding, sums of individual items may not equal totals.

WORK STOPPAGES BY INDUSTRY GROUP, 1965¹

Industry group	Stoppages beginning in 1965		Man-days idle, 1965 (all stoppages)	
	Number	Workers involved	Number	Percent of estimated total working time
All industries.....	1 3,963	1,550,000	23,300,000	0.18
Manufacturing.....	1 2,080	913,000	14,300,000	.31
Ordnance and accessories.....	12	10,300	121,000	.20
Food and kindred products.....	227	57,300	928,000	.21
Tobacco manufactures.....				
Textile mill products.....	44	21,300	174,000	.07
Apparel and other finished products made from fabrics and similar materials.....	100	9,760	199,000	.06
Lumber and wood products, except furniture.....	46	13,100	204,000	.13
Furniture and fixtures.....	69	10,200	194,000	.18
Paper and allied products.....	91	39,200	931,000	.57
Printing, publishing, and allied industries.....	33	24,500	780,000	.31
Chemicals and allied products.....	102	28,900	737,000	.32
Petroleum refining and related industries.....	12	1,450	32,700	.07
Rubber and miscellaneous plastics products.....	93	55,200	443,000	.38
Leather and leather products.....	36	20,400	312,000	.35
Stone, clay, and glass products.....	139	70,700	836,000	.53
Primary metal industries.....	206	88,000	1,390,000	.43
Fabricated metal products, except ordnance, machinery, and transportation equipment.....	269	86,800	1,430,000	.45
Machinery, except electrical.....	266	113,000	1,870,000	.43
Electrical machinery, equipment, and supplies.....	137	51,800	795,000	.19
Transportation equipment.....	140	196,000	2,630,000	.60
Professional, scientific, and controlling instruments; photographic and optical goods; watches and clocks.....	28	7,590	109,000	.11
Miscellaneous manufacturing industries.....	54	7,470	164,000	.15
Nonmanufacturing.....	1 1,886	633,000	9,020,000	² .11
Agriculture, forestry, and fisheries.....	21	4,300	60,300	(³)
Mining.....	188	71,600	431,000	.27
Contract construction.....	943	301,000	4,630,000	.57
Transportation, communication, electric, gas, and sanitary services.....	216	185,000	3,000,000	.29
Wholesale and retail trade.....	336	42,600	570,000	.02
Finance, insurance, and real estate.....	16	550	5,510	(⁴)
Services.....	126	16,000	177,000	.01
Government.....	42	11,900	146,000	.01

¹ Stoppages extending into 2 industry groups or more have been counted in each industry affected; workers involved and man-days idle were allocated to the respective groups.

² Excludes government and agriculture.

³ Not available.

⁴ Less than 0.005 percent.

Note: Because of rounding, sums of individual items may not equal totals.

WORK STOPPAGES BY INDUSTRY GROUP, 1966

Industry group	Stoppages beginning in 1966		Man-days idle during 1966 (all stoppages)	
	Number	Workers involved	Number	Percent of estimated total working time
All industries.....	1 4, 405	1, 960, 000	25, 400, 000	0. 19
Manufacturing.....	1 2, 295	922, 000	13, 700, 000	. 28
Ordnance and accessories.....	13	8, 680	62, 500	. 10
Food and kindred products.....	187	46, 600	528, 000	. 12
Tobacco manufactures.....				
Textile mill products.....	56	25, 700	195, 000	. 08
Apparel and other finished products made from fabrics and similar materials.....	100	11, 800	263, 000	. 07
Lumber and wood products, except furniture.....	48	10, 300	253, 000	. 16
Furniture and fixtures.....	81	16, 800	199, 000	. 17
Paper and allied products.....	92	26, 200	336, 000	. 20
Printing, publishing, and allied industries.....	66	19, 500	621, 000	. 24
Chemicals and allied products.....	151	44, 600	727, 000	. 30
Petroleum refining and related industries.....	14	1, 240	13, 500	. 03
Rubber and miscellaneous plastics products.....	83	27, 300	433, 000	. 33
Leather and leather products.....	32	8, 220	99, 200	. 11
Stone, clay, and glass products.....	142	31, 600	594, 000	. 36
Primary metal industries.....	219	98, 600	1, 540, 000	. 46
Fabricated metal products, except ordnance, machinery, and transportation equipment.....	277	76, 100	1, 290, 000	. 37
Machinery, except electrical.....	301	136, 000	2, 440, 000	. 51
Electrical machinery, equipment, and supplies.....	189	168, 000	2, 410, 000	. 50
Transportation equipment.....	162	150, 000	1, 330, 000	. 27
Professional, scientific, and controlling instruments; photographic and optical goods; watches and clocks.....	37	5, 930	148, 000	. 14
Miscellaneous manufacturing industries.....	48	8, 480	181, 000	. 16
Nonmanufacturing.....	1 2, 110	1, 040, 000	11, 700, 000	2 . 14
Agriculture, forestry, and fisheries.....	20	5, 490	50, 900	(³)
Mining.....	194	96, 100	794, 000	. 50
Contract construction.....	977	455, 000	6, 140, 000	. 73
Transportation, communication, electric, gas, and sanitary services.....	240	312, 000	3, 390, 000	. 32
Wholesale and retail trade.....	365	42, 300	508, 000	. 02
Finance, insurance, and real estate.....	14	1, 730	27, 600	(⁴)
Services.....	159	21, 100	358, 000	. 01
Government.....	142	105, 000	455, 000	. 02
State.....	9	3, 090	6, 010	(³)
Local.....	133	102, 000	449, 000	(³)

¹ Stoppages extending into 2 industry groups or more have been counted in each industry affected; workers involved and man-days idle were allocated to the respective groups.

² Excludes government and agriculture.

³ Not available.

⁴ Less than 0.005 percent.

Note: Because of rounding, sums of individual items may not equal totals.

Year	Percentage of workers in food processing ¹	Percentage of food processing workers involved in work stoppages ²	Number of work stoppages			Percent of total work-time lost through work stoppage	
			All manufacturing	Food processing	Food processing as percent of total	All manufacturing	Food processing
1960.....	10	0.5	3,333	184	6	0.17	0.17
1961.....	10	.6	3,367	177	5	.14	.13
1962.....	9	.4	3,614	206	6	.15	.14
1963.....	9	.6	3,362	158	5	.13	.10
1964.....	9	.3	3,655	186	5	.18	.19
1965.....	9	.4	3,963	227	6	.18	.21
1966.....	8	.2	4,405	187	4	.19	.12

¹ This column represents the percentage of all manufacturing workers who are employed in the food processing industry (production workers only).

² This column represents the percentage of food processing workers among all manufacturing workers who were involved in work stoppages (production workers only).

WORK STOPPAGES IN AGRICULTURAL PRODUCTION AND AGRICULTURAL SERVICES INDUSTRIES, 1961-66

Year	Stoppages beginning in year		Man-days idle during year (all stoppages)
	Number	Workers involved	
1966.....	15	4,490	40,800
1965.....	18	3,920	38,300
1964.....	9	1,470	5,370
1963.....	15	12,500	57,200
1962.....	10	1,290	20,200
1961.....	26	10,300	70,500

Note: The definition of the industry groups conforms to industry group classifications 01 and 07 in the Standard Industrial Classification Manual, 1967 edition issued by the Bureau of the Budget. All work stoppages known to the Bureau of Labor Statistics and its various cooperating agencies, involving 6 or more workers and lasting a full day or shift or longer, are included in this table. Figures on "workers involved" and "man-days idle" cover all workers made idle for as long as 1 shift in establishments directly involved in a stoppage. They do not measure the indirect or secondary effects on other establishments or industries whose employees are made idle as a result of material or service shortages.

Year	Percentage of total population employed in agriculture	Amount of work performed		Percentage of total population employed in agriculture	Percentage of total population employed in agriculture
		1960	1961		
1960	10	187	187	10	10
1961	10	187	187	10	10
1962	10	187	187	10	10
1963	10	187	187	10	10
1964	10	187	187	10	10
1965	10	187	187	10	10
1966	10	187	187	10	10
1967	10	187	187	10	10
1968	10	187	187	10	10
1969	10	187	187	10	10
1970	10	187	187	10	10

The data in this table show the percentage of the total population employed in agriculture in each year. The data in this table show the percentage of the total population employed in agriculture in each year.

WAGE STRUCTURE IN AGRICULTURE AND AGRICULTURAL SERVICES (1960-1970)

Year	Percentage of total population employed in agriculture	
	1960	1961
1960	10	10
1961	10	10
1962	10	10
1963	10	10
1964	10	10
1965	10	10
1966	10	10
1967	10	10
1968	10	10
1969	10	10
1970	10	10

The data in this table show the percentage of the total population employed in agriculture in each year. The data in this table show the percentage of the total population employed in agriculture in each year.

