

STATE OF CALIFORNIA
AGRICULTURAL LABOR RELATIONS BOARD

ECKEL PRODUCE COMPANY)	
)	
Employer,)	CASE NO. 75-RC-94-M
)	
and)	
)	
)	2 ALRB No. 25
WESTERN CONFERENCE OF TEAMSTERS,)	
IBT AND AFFILIATED LOCALS)	
)	
Petitioner,)	
)	
and)	
)	
UNITED FARM WORKERS OF AMERICA,)	
AFL-CIO)	
)	
Intervenor.)	
)	
)	

On September 19, 1975 an election was held among all agricultural employees of Eckel Produce Company in Monterey County.^{1/} The Western Conference of Teamsters ("Teamsters") received a majority of the votes. ^{2/} The United Farm Workers of America, AFL-CIO ("UFW") filed objections to the election on the ground that the company and the Teamsters union enforced a union security clause, and that this affected the results of the election.

^{1/}The Petition for Certification filed by the Western Conference of Teamsters Agricultural Division, IBT and Locals 166, 186, 274, 542, 630, 865, 890, 898, and 1973 sought a unit consisting of all employees of Eckel producing lettuce in Monterey County, Imperial Valley, and Blythe-Palo Verde area. The Regional Director found that the appropriate unit was all agricultural employees in Monterey County. The UFW intervened and was on the ballot.

^{2/}The tally was Teamsters 18, UFW 3, No Union 5.

On the effective date of the Agricultural Labor Relations Act, August 28, 1975, a collective bargaining agreement governing Eckel Produce Company was in effect. The agreement, date July 18, 1975, was signed by the Employers' Negotiating Committee and the Western Conference of Teamsters. The Eckel Produce Company had given a power of attorney to the committee for this purpose. This agreement contained a union security provision which required the company to furnish employees at the time of hire membership applications and dues check-off authorization forms as provided by the union, to advise new employees that as a condition of employment they must become members of the union within five days of being hired, and to discharge any employee who fails to become a member of the union or whose membership in the union is terminated.

This agreement succeeded an earlier contract with the Teamsters entered into by the company through the Area Negotiating Committee in 1970, renegotiated in January 1973 adding the union security clause, and modified in 1974 through a memorandum of understanding which promulgated a union security provision which was virtually identical to the 1975 agreement except that new employees were required to become union members within three days of the date they were hired.

The employer stipulated that it observed the provisions of the union security agreements during the period from January 1974 to the present.

The only witness at the hearing was the partner-owner, Robert Granger. He testified that there had been no terminations

of employees for refusal to sign the authorization cards, that prior to August 28, 1975, 58 employees of Eckel signed dues authorization cards, that only one employee, who was already a Teamster member, was hired after that date, and that he did not know of any employees who voluntarily left because of the requirement that they join the Teamsters Union.

The payroll records for 1975 were admitted into evidence. In their post hearing brief the United Farm Workers state that an analysis of the records revealed that 24 persons who did not have dues deducted from their salaries worked for Eckel for three days or less and argue that this shows that the union security clause affected the election. The UFW contends that some or all of these persons left the employ of the company because of the requirement that they join the Teamsters. The UFW presented no witnesses nor any other evidence to support this contention. The owner-partner testified that it is within the nature of the work that employees come and go and that he did not know why employees did not return to work after one, two or three days.

The preamble to the Agricultural Labor Relations Act of 1975, Section 1.5, expressly provides that collective bargaining agreements between agricultural employers and labor organizations representing the employees of such employers entered into prior to the effective day of the Act are to continue in effect until certification by the ALRB of a representational election held as

a result of filing of a petition for election by such employees.^{3/}

The UPW argues that enforcement of the security clause under the collective bargaining agreement does not fall within the protection of Section 1.5 because, it contends, this is an illegal contract. Section 1.5 applies to "a collective bargaining agreement otherwise lawfully entered into and enforceable under the law of this state"

The UFW argues that this is not a "lawful" agreement because the union was not the chosen representative of the majority of workers at Eckel. The UPW produced no evidence to show whether or not the Teamsters represented the employees at the time of the signing of the current contract. In any event, closed or union shop agreements between a nonrepresentative union and an employer were not prohibited by state law prior to the ALRA. Englund v. Chavez, 8 Cal. 3d 572, 596 (1972).

^{3/}Cal. Stats., 1975 (1st Ex. Sess.) c. 1, Section 1.5:

"It is the intent of the Legislature that collective-bargaining agreements between agricultural employers and labor organizations representing the employees of such employers entered into prior to the effective date of this legislation and continuing beyond such date are not to be automatically canceled, terminated or voided on that effective date; rather, such a collective bargaining agreement otherwise lawfully entered into and enforceable under the laws of this state shall be void upon the Agricultural Labor Relations Board certification of that election after the filing of an election petition by such employees pursuant to Section 1156.3 of the Labor Code."

The Western Conference of Teamsters is certified as the collective bargaining representative of all agricultural employees of Eckel Produce Company in the Salinas Valley area.

Dated: February 2, 1976

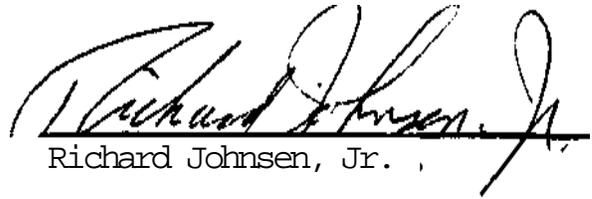


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