

STATE OF CALIFORNIA

AGRICULTURAL LABOR RELATIONS BOARD

LIMONEIRA COMPANY,)	
)	
Respondent,)	Case No. 79-UC-3-OX
)	
and)	
)	
UNITED FARM WORKERS)	7 ALRB No. 23
OF AMERICA, AFL-CIO,)	
)	
Petitioner.)	

DECISION AND ORDER CLARIFYING BARGAINING UNIT

On May 2, 1978, the United Farm Workers of America, AFL-CIO (UFW) was certified as the exclusive bargaining agent of the agricultural employees of Limoneira Company. A contract was signed in August of 1978.

In November and December of 1979, the UFW was notified by Limoneira that Cummings Ranch Properties and Leavens Ranch Properties were no longer going to be harvested by Limoneira.^{1/} The UFW filed a Petition for Clarification of the Bargaining Unit claiming that Cummings' and Leavens' harvest employees must remain in the Limoneira bargaining unit, arguing, in essence, that these growers may not sever their relationships with Limoneira and the UFW.

The Regional Director, pursuant to Cal. Admin. Code section 20385 (c) , conducted an investigation and filed a report in which he recommended that the petition be denied. The UFW

^{1/}In prior years, Limoneira had contracted to harvest and pack the fruit grown by Cummings and Leavens, using Limoneira employees.

filed timely exceptions to the Regional Director's recommendations.

The Regional Director found that the only relationship between Limoneira and the two growers was that of customer/caterer. He then recommended dismissal of the petition on the basis that the contractual relationship was insufficient to warrant binding the growers to Limoneira and the UFW.

Pursuant to Labor Code section 1146, the Board has delegated its authority in this case to a three-member panel.

The Board has considered the record, and the attached Regional Director's recommendation in light of the exceptions and briefs and has decided to adopt the Regional Director's recommendations .

ORDER

It is hereby ordered that the Petition to Clarify Bargaining Units in this matter be, and it hereby is dismissed.

Dated: August 25, 1981

RONALD L. RUIZ, Acting Chairman

JOHN P. MCCARTHY, Member

JEROME R. WALDIE, Member

CASE SUMMARY

Limoneira Company (UFW)

7 ALRB No. 23

Case No. 79-UC-3-OX

The UFW filed a petition to clarify the bargaining unit at Limoneira Company. Limoneira Company harvested the fields of other growers as well as its own fields. Two growers, Cummings Ranch Properties and Leavens Ranch Properties ended their relationship with Limoneira Company. The UFW's petition claimed that the two growers could not unilaterally terminate its bargaining agreement with the UFW.

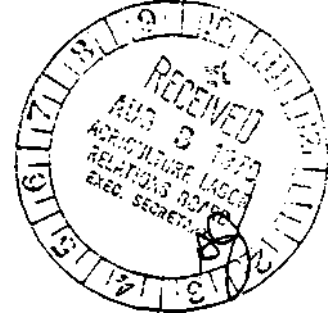
The Regional Director's investigation showed that the relationship between the two growers and Limoneira Company was only contractual. The Regional Director recommended, and the Board adopted the finding that the two growers were free to leave their contractual relationship with Limoneira Company.

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This Case Summary is furnished for information only and is not an official statement of the case, or of the ALRB.

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STATE OF CALIFORNIA
AGRICULTURAL LABOR RELATIONS BOARD



In the Matter of:)
)
LIMONEIRA COMPANY,)
)
Respondents,)
)
and)
)
UNITED FARM WORKERS OF AMERICA,)
AFL-CIO,)
)
Petitioner.)
_____)

Case No. 79-UC-3-OX

REGIONAL DIRECTOR'S RECOMMENDATION
REGARDING REQUEST FOR UNIT
CLARIFICATION _____

8 CAL ADMIN. CODE §20385

I.
INTRODUCTION

On March 23, 1979, the United Farm Workers of America, AFL-CIO, (UFW) pursuant to ALRB Regulations, Section 20385, filed a Petition for Clarification of the Bargaining Unit where the UFW had been certified by ALRB as the exclusive bargaining agent of all the agricultural employees of Limoneira Company. (EXHIBIT 1) The two (2) growers named in the petition were associated with Limoneira and utilized workers' provided by Limoneira for the harvest of a portion of their lemon crop. This petition seeks a determination by the ALRB that the two (2) growers which disassociated from Limoneira must remain within the bargaining unit covered by an August 1978 collective bargaining agreement, and further, that the termination of their association with Limoneira should not effect the status as a single employer unit under the ALRA.

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The undersigned Regional Director conducted an investigation pursuant to Section 20385 of the ALPS Regulations and responds to the questions raised by the UFW in its petition.

II. BACKGROUND

A representation election was conducted on April 21, 1978, and the tally of ballots which issued showed the UFW gathered a majority of the votes cast, (191 UFW, 82 No Union, 16 Unresolved Challenges). No objections were filed and the UFW was certified as the exclusive bargaining agent of the agricultural employees of Limoneira Company on May 2, 1978.

Contract negotiations began and shortly thereafter, a strike ensued until the negotiations resulted in the August 1978 collective bargaining agreement.

On November 20, 1979, the UFW was informed by a letter from Mr. Alfonso Guilin, Personnel Director of Limoneira, that Cummings Ranch properties were no longer going to be harvested by Limoneira workers. On December 28, 1978, Mr. Guilin informed the UFW that Leavens Ranch properties were no longer to be harvested by Limoneira workers. Subsequently, the Request for Unit Clarification was filed on March 23, 1979. This report is in response to that petition and makes the following determination:

Limoneira Company is a California corporation formed in 1893. Limoneira is not a "non-profit" corporation nor a harvesting association. Limoneira's Articles of Incorporation and By-Laws contain no reference to Cummings, Leavens or any other employer. (EXHIBIT 2)

The Board of Directors of Limoneira is composed of seven members, none of whom have any interest or ownership in Leavens or Cummings ranches. Likewise, none of the principles of Leavens or Cummings has any ownership or control of Limoneira.

The relationship between Limoneira Company and Leavens and Cummings can be best described as an "affiliation" or "caterer/ customer". Cummings and Leavens both affiliated with Limoneira Company in late 1975 (EXHIBIT 3). Leavens Ranch had 82 acres of lemons picked and packed by Limoneira in the harvests of 1976, 1977, and 1978. Leavens had a total acreage of close to 600 acres of lemons, oranges, grapefruit and avocados. The Leavens Ranches opted to cancel the relationship pursuant to paragraph 8 of the "packing agreement" for what the employer says were financial considerations related to packing costs. (Limoneira does not pick fruit that it doesn't pack.)


Likewise, Cummings Ranches with 120 acres of lemons harvested by Limoneira workers, dropped the services provided by the "packing agreement" again, for reasons of high packing costs. Similarly, Cummings had harvesting arrangements with other contractors for various acres in orange and avocado production.

Leavens and Cummings did not participate in directly, or take part in any of the contract negotiations with the UFW. Neither were they consulted before the contract was ratified or signed regarding the contents of said contract. The question posed here then, is, should Leavens and Cummings be tied to Limoneira's collective bargaining agreement despite the fact that Leavens nor Cummings neither recruited, employed, housed, fed, supervised or paid the harvesting workers.

In previous determinations, (see 79-UC-1-OX, S & F Growers and 78-UC-1-OX, Coastal Growers Association) the Regional Director has considered questions concerning the structure of the relationship between individual growers and their association. The structure of the association was determined to be a facility for the growers to harvest their fruit without individually having to seek workers, maintain housing or recordkeeping and payroll. Arguably, the members of those associations were the same arms' length customers that Leavens and Cummings were to Limoneira. The members of the harvesting associations, however, assumed the additional responsibility of adopting the association's By-Laws and having voting rights.

Leavens and Cummings "customer" relationship to Limoneira is a defensible position to the allegations of the petition. There was no common consent relating to labor relations policy, no joint employer issues and no economic interest between Limoneira and Cummings and Leavens. Therefore, no finding can be made to grant the petitioner the unit requested. The unit remains as initially indicated through the certification. No finding is made relative to other possible units.

Dated: July 31, 1979



LUPE MARTINEZ
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