

SUCCESS IN ORGANIZING,
FAILURE IN COLLECTIVE BARGAINING:
THE CASE OF PICKLE WORKERS
IN WISCONSIN, 1967-68

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ABSTRACT

Wisconsin is one of several states in the Great Lakes region specializing in a variety of cash crops that historically require great influxes of migratory labor for brief periods of cultivation, harvesting, and processing. Successful organizing of migrant pickle workers by Jesus Salas in 1967 led to the certification of his union, Obreros Unidos United Workers, as the workers exclusive bargaining representative. Despite the successful organizing efforts however, the end result of the collective bargaining efforts was the elimination of bargaining unit employee jobs by mechanical harvesting before a contract was ever signed. The theoretical frame of reference developed by Craypo (1986) is used to explain the union's organizing success and failed collective bargaining. The model shows that the sources of union bargaining strength were established initially, but because of the changing bargaining environment they were not maintained long enough to successfully negotiate a single contract. The shirking of farm-worker collective bargaining occurred through changes in the company's organizational structure, technology, and the policy of the state's legal apparatus. All combined to erode the union's bargaining power and caused the union's eventual demise. The analysis also shows that agricultural production via contract farming is a significant determinant of migrant field labor collective bargaining structures and outcomes.

**SUCCESS IN ORGANIZING, FAILURE IN
COLLECTIVE BARGAINING: THE CASE
OF PICKLE WORKERS IN
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by

Rene Perez Rosenbaum ²

This paper makes several contributions to the agricultural labor relations literature. First, the paper fills a gap in the history of agricultural labor relations. In the only article that documents the unionizing events in the mid 1960S of pickle workers in Wisconsin ("Obreros Unidos," 1968), Mark Erenburg tells only part of the story. His article, written before the union's negotiations with the migrants' employer were complete, does not give a full account of what happened. It tells the success story of the union in its ability to organize the workers and to win it's representation election. Not told, however, is the story of the elimination of bargaining employee jobs by mechanical harvesting before a bargaining contract was ever signed. This paper adds to the literature by telling the rest of the story.

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The article also fills a great lacuna in the agricultural labor relations literature—its inattention to questions about field labor collective bargaining. Except for a sparse treatment of collective bargaining, mostly in California agriculture (Koziara, 1980; Martin, 1988), an analysis of the ultimate sources of agricultural union bargaining strength is notably absent. In large measure, the labor relations problem in agriculture has been perceived in terms of worker organizations and union recognition rather than in terms of collective bargaining (Coronado, 1980; Glass, 1966; Morin, 1952; Taylor, 1976).³ This article redresses the imbalance in the agricultural labor relations literature by talking to this labor relations problem from a collective bargaining rather than an organizing-unionizing point of view. The focus goes beyond the important issue of worker organization and considers other factors relevant to collective bargaining after union recognition.

This article also applies and extends to agriculture a theoretical frame of reference previously used to analyze union bargaining power in other industries, where unions, strikes, and collective bargaining have been much more significant. Charles Craypo (1986) presented an institutional model of comparative union-management bargaining power that in only one case (see Rosenbaum, 1991) has been applied to agriculture. In adopting Craypo's bargaining framework to this

³ The focus on organization-unionization vs. collective bargaining is understandable. This is most likely due to the historic inability of farm labor unions to win recognition and the present lack of collective bargaining agreements in agriculture outside California and Hawaii.

field labor relations case, we draw on the labor relations experience in the industrial and service sectors and relate to this case the collective bargaining lessons learned in these more unionized sectors of the economy. Extending Craypo's model to agriculture also enables us to test the model in terms of its ability to explain the agricultural union's failed collective bargaining outcomes and its apparently weak bargaining strength.

The final contribution, stemming out of the theoretical frame of reference, is the findings and analysis of this labor relations case. Craypo's theoretical frame of reference provides an adequate explanation of what happened in this collective bargaining case. In examining Obreros Unidos' collective bargaining experience, an important determinant of both the collective bargaining structure and outcomes was identified. The analysis demonstrates that farming contracts, which vertically coordinate different stages of agricultural production, are important factor in field labor relations. This finding is particularly important in light of the prevalence of contract farming in vegetable production currently employing migrant agricultural workers.

Presented first is a brief summary of the organization, recognition, and negotiations of Obreros Unidos in 1967. Next is a presentation on the Wisconsin Employment relations Commission (WERC), and its findings and policy decisions in the unfair labor practice charges filed against the employer by the union. A discussion on the relationship between contract farming and bargaining structures is next, followed by an analysis of the relationship between bargaining structures

in agricultural labor relations and collective bargaining outcomes. The paper's conclusion discusses (1) the ability of Craypo's theoretical frame of reference to explain the outcomes in this labor relations case and (2) the potential implications of contract farming on field worker labor relations.

Organization, Recognition, and Negotiations Obreros Unidos (United Workers) in Wisconsin, 1967

U. S. citizens of Mexican origin, mostly from South Texas, have migrated to jobs in Wisconsin vegetable cultivation, harvesting, and processing since WW II. In the mid-1960s, the state employed an average of 10,000 migrant farm workers.

In October 1966, Jesus Salas attempted to organize 100 migrants employed in a potato processing operation. Obreros Unidos was formed but its attempt to gain union recognition failed after an 8-day strike. The following summer, however, the union was successful in organizing 650 pickle harvest workers (Erenburg, 1968).

The union's attempt to organize pickle harvest workers in 1967 was directed against Libby, the employer, or the company), who had contracted with several growers for the crop. On August 18, 1967, when Libby was advised of the union's existence and presented with a demand for recognition, the company refused, claiming it wasn't the field-workers' employer. This triggered a walkout of 80 percent of the workers in Libby contracted fields (Erenburg, 1968).

Obreros Unidos then requested WERC to conduct a representation election among "all harvesting employees of Libby, McNeill & Libby working in Marquette, Portage, Waushara and Green Lake counties, Wisconsin ... (Wisconsin Employment Relations Commission, 1967, p.1). The emergency situation compelled WERC to conduct an expedited hearing that resulted in an order to direct a representative election. The election, held on August 31, 1967, resulted in an overwhelming majority of field workers in favor of Obreros Unidos as their bargaining agent (Erenburg, 1968). On September 8, 1967, the commission certified Obreros Unidos as the exclusive bargaining agent for the harvest workers (Wisconsin Employment Relations Commission, 1968).

Negotiations with respect to wages, hours and working conditions of harvest workers commenced at the close of the 1967 harvest season. At a meeting September 26, 1967, Libby advised Obreros Unidos representativesXthat the company was reviewing its cucumber operations because of insufficient profitability. In the fifth negotiation meeting held November 16, 1967, the company delivered the following letter to the union:

You will recall during our previous meetings, it was indicated to your negotiating committee that Libby's decision relative to its cucumber program had not been finalized.

We wish at this time to advise you that by reason of our 1967 experimentation with mechanical harvesting a decision had now been made to continue our cucumber program, but that all harvesting aspects will be handled mechanically starting the 1968 season. Therefore, we will not require the services of migrant agricultural workers to perform field harvesting operations in cucumbers. Furthermore, since we will have no migrant agricultural workers in

cucumbers, we will have no need for migrant housing in the district. We, therefore, are disposing of our interest in such facilities.

The bargaining unit concept as developed in the hearing before the Wisconsin Employment Relations Board was confined to conditions as they actually were at the time of the hearing. The character of the unit was firmly established as migrant agricultural workers. >

By reason of the above, continued labor negotiations would appear to be superfluous, and we are suggesting termination of these meetings as it would be irresponsible to continue such discussions by negotiating for alleged employees of a bargaining unit which is non-existent (Wisconsin Employment Relations Commission, 1968, p.3).

Along with its unilateral decision to convert to mechanical harvesting, the company determined that it would transfer its cucumber processing operations to its plant in Jackson, Wisconsin (Wisconsin Employment Relations Commission, 1968).

In response to these actions, the union requested that Libby negotiate the terms and conditions of employment of the employees operating the mechanical harvesters, contending that the employees were included in the bargaining unit represented by the union. The company refused, but nevertheless agreed to meet on December 6, 1967, to discuss the effects on employment opportunities of hand harvest workers. Meanwhile, the union filed a number of complaints with the commission. At the meeting, which proved to be the parties' final session, the company rejected the union's request of severance pay for employees who would not be re-employed. (Wisconsin Employment Relations Commission, 1968).

Wisconsin's Legal Machinery: Appropriate Bargaining Units in Agriculture and Employer Unfair Labor Practices

In 1967, as is still the case today, American farm workers were not legally protected under the National Labor Relations Act to join labor organizations and to bargain collectively with their employer. In Wisconsin, however, the right for farm workers to choose their bargaining agents and to bargain collectively existed through the Wisconsin Employment Peace Act of 1939. The act combined the labor protections of the Wagner Act and the amendments which were to follow in the Taft-Hartley Act without excluding agricultural workers. The legislature granted agricultural workers the right to organize and provided a mechanism for determining appropriate bargaining units and orderly union representation elections. The inclusion of agricultural employees in the act prompted WERC, its enforcing agency, to define the rights, duties, and obligations of the agricultural labor organization and the employer in the area of labor relations (Erenburg, 1968).

Among the issues raised during the course of the initial hearing to consider a representation election was Libby's contention that it was not the appropriate bargaining agent because the harvest hands were not its employees. It implied that an employment relationship perhaps existed between the migrant worker and his crew leader or the grower, but not between Libby and the field labor (Wisconsin Employment Relations Commission, 1967).

The commission did not agree and declared the processor the appropriate employer bargaining unit. Weighing heavily in the commissions decision were the economic transactions engaged in by Libby in the procurement and maintenance of field labor for Libby contracted fields. Earlier in the year, Libby had placed a clearance order for harvest hands with the Wisconsin State Employment Service in which it was designated as the employer. In addition, Libby's managerial employees and field men had visited the state of Texas for the purpose of recruiting harvest hands. They contracted crew leaders to recruit individuals and families to work in cucumber acreage contracted to be sold to Libby. Through the harvest season, the crew leaders supervised the field workers and kept their time; there was no evidence that the growers exercised any significant responsibility or control over the field workers. In addition, Libby paid the field workers directly in the form of checks made payable to the head of the family or the individual employee. Finally, although the commission acknowledged that the migrants were usually housed on the growers' premises and the growers incurred the cost of housing, it noted that Libby demonstrated interest and concern over migrant housing matters and at times advanced money to growers to make housing improvements (Wisconsin Employment Relations Commission, 1967).

Obreros Unidos' inability to sign a labor contract with Libby after three months of negotiations prompted it to file a number of employer unfair labor practice complaints with the commission. The union alleged that the company's decision to mechanize "was intended to interfered with the employee's statutory

rights, that it discriminated against bargaining unit employees because of their union activities, and that it was intended to have a 'chilling impact' upon the unionization of harvesting employees" (Wisconsin Employment Relations Commission, 1968, p. 15). It also alleged that "the Employer's decisions to change the method of harvesting from hand to mechanical and to not re-employ the entire hand harvesting work force were made without any prior consultation with the Union, as the certified collective bargaining representative of the employees, and that the Employer failed to discuss the decision to mechanize prior to its implementation and the effects of the decision of the bargaining unit employees, and further that after the decision was made, the Employer refused to negotiate with the representative of its affected employees..." (Wisconsin Employment Relations Commission, 1968, p. 15). Finally, the union alleged that "the Employer refused to bargain with the Union with respect to wages, hours and conditions of employment of the employees who had been operating the mechanical harvesting equipment which had replaced the hand harvesters" (Wisconsin Employment Relations Commission, 1968, p.8).

The employer denied committing any unfair labor practice. Its position on the first complaint was that the decision to mechanize was purely an economic one and that no evidence indicated an unlawful motive in making the decision. On the second charge, the company alleged that it had not refused to bargain over the decision to mechanize the harvest operation. It indicated that it had agreed to meet and had met and conferred in good faith regarding the effect of such decision.

Finally, the position of the company in the last charge was that since the bargaining unit did not include persons engaged in mechanical harvesting operations, the union was without authority to bargain for such employees (Wisconsin Employment Relations Commission, 1968).

The commission ruled to dismiss the union's allegation that the company's decision to mechanize the harvesting operations was intended to interfere with the employees's rights and that it discriminated against bargaining unit employees because of their union activities. In large measure, this was based on the commission's finding that the employer had clearly satisfied the burden of proving economic justification for its decision to mechanize. Prior to the 1967 harvest season the company had decided to discontinue its cucumber operations because it had been unprofitable. However, new management had decided to continue the operations after doing a comparative cost analysis of mechanical and hand harvesting. This evidence helped solidify the commission's view that no causal relationship existed between the unionization of the employees and the decision of the company to mechanize the cucumber harvest (Wisconsin Employment Relations Commission, 1968).

The commission also dismissed the complaint alleging that the employer was under obligation to negotiate with the union the wages, hours and working conditions of the employees operating the mechanical harvesting equipment. The commission conceded that the bargaining unit had been described as "all harvest workers." However, it noted that the evidence in the representation proceeding

only related to the employer's migrant hand-harvesting employees. The union had never indicated as incorrect the list of eligible utilized in the representation election, although the list did not include employees who were operating mechanical harvesting equipment (Wisconsin Employment Relations Commission, 1968).

The commission did agree with the union that Libby had committed an unfair labor practice by failing to bargain with the union on its decision to mechanize cucumber harvesting operations and the effects thereof. According to the commission, the union was given no advance notice of the decision for it to have the opportunity to demand meaningful negotiations on the decision. An employer's duty to advise a bargaining representative of contemplated changes in its operation was not satisfied by the employer's willingness to discuss the decision after the fact. By its unilateral decision, the employer had failed to satisfy its statutory duty to bargain in good faith (Wisconsin Employment Relations Commission, 1968).

Upon the above conclusions of law, the commission ordered dismissal of the union's allegations that: (1) Libby unlawfully discriminated by its decision to mechanize the cucumber harvesting operation and (2) that Libby committed an unfair labor practice by its refusal to bargain with the union regarding wages, hours, and working conditions of employees operating the mechanical cucumber harvesting equipment. In addition, the commission ordered that Libby cease and desist from refusing to bargain with the union with respect to the decision to

mechanize its 1968 cucumber harvesting operation and eliminating the jobs of the hand harvesting employees affected thereby. The commission also ordered Libby to take the following affirmative action to effectuate the policies of the Wisconsin Employment Peace Act: (1) establish separate preferential hiring lists consisting of hand harvest employees to fill seasonal and/or regular positions which became available in its Wisconsin operations for a period of 12 months and (2) upon request, bargain collectively with the union with respect to its decision to mechanically harvest its 1968 cucumber harvesting operations and the effects of such a decision on hand harvesting employees (Wisconsin Employment Relations Commission, 1968).

Appropriate Bargaining Structures in Agriculture and their Relation to Contract Farming

Obreros Unidos' unionizing and collective bargaining activities took place in the context of contract farming, a farming arrangement that for several years has existed between Libby and various growers in Green Lake, Marquette, Portage and Waushara Counties. Also known as contractual vertical integration (Marshall and Massey, 1968j, contract farming represents the principle means, or organizational structure, to achieve coordination in vegetable production between growers and processors. While vegetable processing firms initially were completely vertically integrated in farm production (Campbell & Hayenga, 1978),

the growing demand⁴ for processed vegetables has led them to rely on production under contractual agreements. Nowadays, ownership vertical integration accounts for only 10-15 percent of production and contractual vertical integration accounts for the rest (Campbell, 1976).

The legal relationship created in farming contracts between the growers and processors is very significant in that it materially effects (within limits)~ the duties, rights, and responsibilities of the parties with respect to each other and with respect to third parties. Failure to create a sound contract which clearly specifies the status of the parties has given rise to problems in interpreting the relationships between the growers and processors (Foote, 1970). This "identification problem" is exacerbated by the fact that growers and processors seldom defined their legal relationship in a farming contract (Marshall & Massey, 1968). The major types of legal-relationships that can be created in contract farming are partnership, joint venture, agency, employment, and independent contractor. Typically, however, an

⁴ Actually, Ronald L. Mighell and Lawrence A. Jones (1963) have noted that for many farm products, the food industries find little benefit in being integrated or merged with farm production. One reason for this is that the fundamental difference in farm and nonfarm functions may allow less opportunity to reap benefits of technological complementarity in determining the scope of the processing plant. A second reason given is that the relevant economies appear to be those that arise primarily from achieving better control of quality, quantity, and timing of output, and the scheduling of factor inputs at the farm level. Where the nonfarm firm is serviced by a large number of farms, these economies can often be realized through contracts.

A third set of reasons is related to unfavorable market conditions and relatively low rates of return in agriculture. They point out, for example, that investment in farming is usually ruled out because the amount of investment in a farm plant as compared with that in a nonfarm plant is high relative to rate of return and volume of output sales. They also point out it would be difficult for any one firm to control strategically the output or input markets for any important segment of agriculture, and such control would be necessary for ownership vertical integration to achieve price influence to any extent. Finally, they indicate that "the inelastic nature of farm production and the characteristic market structure already provide them a market advantage by carrying back to farm producers many of the consequences of unfavorable market conditions."

independent contract relationship exists between the parties (Marshall & Massey, 1968). The farmer agrees to performed unsupervised services for the processor; responsibilities and duties are generally presumed to be his/hers unless the contract specifies otherwise. Because the parties owe no duties to each other beyond those imposed by the terms of the contract; some contractors have included provisions about the relationship between themselves and the farmers in efforts to disclaim any liability over field worker matters. Some contractors specify, for example, that the: contractor functions as an agent for the farmer for certain purposes, like the employment of migrant laborers. Others have specified that the contractor will furnish laborers who become employees of the farmer (Roy, 1972).

In its description of the arrangement between the grower and the processor, the commission observed that individual growers agreed to plant and cultivate a certain number of acres and then harvest, sell and deliver the entire crop to Libby. The crop was to be delivered at designated receiving stations at specified prices, according to the grade of the product. The company agreed to furnish the seed, generally without cost to the grower. Throughout the cucumber planting and growing seasons, field men functioned as agents of the company and were permitted to inspect the crop and to advise the farmer with respect to all phases of agricultural production (Wisconsin Employment Relations Commission, 1967).

The commission's deliberations on the relationship between the: grower and the processor did not focus on the legal arrangement established between the

parties at all. Although understandable because growers and processors seldom define their legal relationship in farming contracts, it is surprising the commission completely disregarded this aspect of the relationship between the growers and the processor and/or between these parties and the field workers. Even in its determination of appropriate bargaining units, the commission relied instead on Libby's involvement in the procurement and maintenance of the migrant agricultural laborers (Wisconsin Employment Relations Commission, 1967).

My contention is that the contractor failed to define the legal relationship with the growers, or to outline its respective rights and responsibilities with regard to farm workers. This would explain the commission's lack of consideration for the legal aspects of the arrangement, in particular, Libby's claim that it was not the farm workers' employer. Presumably, the provisions necessary to relieve the processors from any responsibilities to the farm workers were not written into the cucumber contracts. Otherwise, Libby would have had what appears to be a legally defensible argument in claiming, as it did at the hearing, that it was not the appropriate employer bargaining unit. Had a relationship been specified between the farmer or crew leader and migrant worker, or had provisions in the contract specified that the company was the agent of the farmers when recruiting and paying field workers, most likely the policy of the commission would have been different from what it actually decided. It is unlikely, although possible, that the commission would have ruled differently from such stipulations in the cucumber contracts.

It is worthwhile to consider how different contractual stipulations in the legal arrangement between the growers and the processors might impact field

labor bargaining structures. Consider what the outcome of the representation election might have been if terms had been established in the farming contract that disclaimed the contractor from any responsibilities over field worker matters. The commission might well have decided individual growers were the appropriate employer unit, for example, if Libby had stipulated having engaged in the procurement and maintenance of field hands on behalf of the grower. The multiplicity of cucumber growers in the area would have meant a multiplicity of election units certification elections, negotiations, and contracts. Rather than having field workers in Libby contracted fields comprise the election unit, the pickers in each field or working for each grower might have constituted the appropriate election unit. In such a bargaining environment it is conceivable the growers might have negotiated with the union on their own or through some type of cucumber growers' association. In the former case, negotiation outcomes with individual growers might have given way, over time, to an interindustry bargaining pattern. Alternatively, the latter option may well have led to some type of master contract with the growers' association bargaining over certain matters.

The point of this discussion is that contract farming, as an organizational structure, has implications for the type of collective bargaining structures that can be established in agriculture. Had another organizational structure existed in this case to coordinate the production and marketing of cucumbers for processing, such as open market competition, farmer cooperatives, or ownership vertical integration, the processor would not have been in the position to make the

argument that it wasn't the employer for purposes of collective bargaining. Indeed, if the coordinating mechanism (or organizational structure) had not been contract farming, determining the employer for purposes of collective bargaining probably would not have been an issue. It is an issue in contract farming when contracts do not clearly specify who is the farm workers' employer with the duty to bargain in good faith. In this case, I have contended that in the absence of clearly written contracts on issues pertaining to the farm workers, the commission used the economic behavior of the corporation as the standard by which to determine the employer bargaining unit. As much as the policy of the commission was consistent with the evidence presented at the hearing, more importantly perhaps was that provisions by which the company could have disclaimed employer responsibilities over farm workers were not specified in the contract.

An Analysis of Collective Bargaining Outcomes in the Wisconsin Cucumber Case

The union's collective bargaining attempts, which resulted in the elimination of bargaining-unit employee jobs by mechanical harvesting before a bargaining contract was ever signed, will now be analyzed in context of Craypo's ability to pay/ability to make pay model of collective bargaining. The model helps distinguish the relevant from the less important material and to arrange the information so as to analyze Obreros Unidos' sources of collective bargaining strength. In the discussion that follows, Craypo's framework is employed to

analyze the bargaining environment and to make a determination about what conditions for union bargaining power were present in this case.

In Craypo's model (see Table 1 below), successful bargaining depends on the presence or absence of the factors that establish and maintain the sources of union bargaining strength. "The searches of union bargaining power are the industry's ability to pay higher labor costs and organized labor's ability to make the industry pay" (Craypo, 1986, p.225). Changes in power over time are explained by the changes in the underlying conditions by such things as changes in organizational structures, technology and public policy.

Table 1. Sources of Union Bargaining Strength

I. Employer Ability to Pay	II. Union Ability to Make Employer Pay
A. Ability to pass on higher labor costs 1. Market power through industrial concentration 2. Spatial limitations 3. Regulatory rate-setting 4. Government contracts and subsidy B. Ability to reduce production costs 1. Production gains	A. Organization of the relevant work force 1. Product market and spatial considerations 2. Skilled labor market considerations B. Absence of competitive unionism 1. Multi-union coordination C. Appropriate bargaining structure 1. Product market and spatial considerations 2. Skilled labor market considerations

Source: Charles Craypo, THE ECONOMICS OF COLLECTIVE BARGAINING, 21.

It was argued earlier that the identification of the appropriate bargaining units for field-worker collective bargaining is blurred by poorly written contracts and judicial interpretations of who has the obligation to collectively bargain with the migrant agricultural workers. In this sense contract farming and all it involves has

an impact on the collective bargaining structures. The ability of the legally designated employer bargaining units to pass on higher labor costs to consumers in the form of higher prices depends, among other things, on their market power from industrial concentration. This aspect of the designated appropriate bargaining unit is a significant factor in the employer's ability to pay. To illustrate this, it is instructive to make a general comparison of the employer bargaining unit's ability to pay as if the growers, singly or in combination, rather than Libby, had been considered the bargaining unit. Such a comparison helps emphasize the importance of contract farming in the determination of the collective bargaining outcomes.

The vegetable-for-processing market is oligopsonistic in nature, with a large number of vegetable growers and a few processors that purchase the crop (Campbell, 1976). The only force on the growers side limiting the power of oligopsonistic buyers derives mainly from alternative farm enterprise opportunities for their resources.: Individual growers who want to dispose of their crop or to negotiate a contract find only a few processing firms within practical delivery range of his/her farm. The growers usually have to accept the processor's contract to sell under terms offered or not sell at all. In addition, very little bargaining occurred between processors and growers during the time of the labor dispute.⁵

⁵ Writing in 1976, G. R. Campbell notes that The Wisconsin Farm Bureau Marketing Association had been organized for about 8 years. This means that the organization, which has been specially active in negotiating

The product market conditions that allow the employer's ability to pay labor costs increases by passing them on to consumers are much more favorable for the processor than for the growers. The processing stage of agricultural production is generally much more concentrated and contains higher barriers to entry than does farming. In canning, the twenty largest firms accounted for 50 percent of production in 1963, the eight largest for 34 percent, and the four largest for 24 percent. In this oligopolistic market, Libby was the fifth largest canning company in terms of company assets in 1964 (National Commission on; Food Marketing, 1966). Unlike conditions in the farming stage of agricultural production, the processing stage is comprised of employers facing product market conditions much more capable of passing higher field labor costs on to the consumer. Hence, from the stand point of the employer's ability to pay higher labor costs by passing them on to the consumer, the evidence on product market conditions suggests that, everything else constant, the field workers would have been much better off negotiating with the processing firm rather than the growers.

While employer ability to pay higher labor costs depends on market and production processes, union ability to make employers pay depends on organizational achievements (See Table 1.). The events from 1967 demonstrate that Obreros Unidos achieved enough organizing success to strike and accomplish union recognition from the processor. The union had begun an active

contract price terms in the vegetable industry did not exist at the time of the dispute (Campbell, G. R., 1976).

organizational campaign in June, 1967 as cucumber workers arrived in the state. It had amassed statewide public and labor support from the year before. The unionizing efforts against Libby culminated in 80 percent of the workers going out on strike and WERC certified the union as the field workers bargaining representative (Erenburg, 1968).

According to Craypo's bargaining framework, "A union is likely to have bargaining power if employers have the ability to pay higher wages and benefits and provide good working conditions if the union had the ability to make the employer pay" (p. 203). The evidence presented in this case demonstrates that both the employer's ability-to-pay conditions and the union's ability to make the employer pay conditions were met. This being the case, the union should have been able to establish union bargaining power and negotiate an effective contract. But instead, the outcomes of the case were the elimination of bargaining unit employee jobs by mechanical harvesters and the failure to sign a union contract. In context of Craypo's bargaining model, what is it that explains this bargaining paradox?

The paradox is explained away when a dynamic analysis of the case is considered. Although the sources of union bargaining strength were initially established, they were not maintained under the changing bargaining environment. Changes in harvesting technology, operational structures and new public policy combined to ultimately cause the union's demise. The union questioned the soundness of the decision to mechanize the cucumber operations, but in the

opinion of the commission, the employer satisfied the burden of proving economic justification for changing its harvesting operations. Furthermore, the commission reasoned that the employer was under no obligation to negotiate with the union the wages, hours and working conditions of the employees operating the mechanical harvesting equipment. The employer's multiplant operating structure also permitted the transfer of its cucumber operations to its plant in Jackson, and to a different set of growers and workforce. These events reconstituted the remaining harvest work outside the union's membership and redefined what constituted the relevant work force. In the three months that transpired from the time of the certification election to the time the commission met to consider the union's unfair labor practices, the union's capacity to make the employer pay had eroded. The end result of the employer's decision to mechanize and leave the area, coupled with the commission's decision to not consider the machine harvest workers part of the employee bargaining unit, was to undermine the sources of union bargaining strength.

Conclusion

This paper has focused on the collective bargaining outcomes rather than on the organizing and unionizing outcomes of Obreros Unidos-United Workers in 1967 and 1968. Historically, the labor relations problem in American agriculture has been perceived in terms of worker organization and union recognition rather than in terms of collective bargaining. Erenburg's premature conclusions about the pickle workers in Wisconsin misleads readers into thinking that successful

unionization also meant successful collective bargaining. This case points out that the agricultural labor relations problem can more appropriately be defined in terms of collective bargaining outcomes rather than in terms of worker organizing and union recognition.

The shirking of farm-worker collective bargaining through the employer's changing operational structure and technology and the state's legal apparatus, which combined to erode the unions' bargaining power, caused its eventual demise. Craypo's model for explaining relative union-bargaining power worked well to explain these collective bargaining outcomes. The model shows that the sources of union bargaining strength were established initially, but because of the changing bargaining environment they were not maintained even long enough to successfully negotiate a single contract.

In the process of analyzing the collective bargaining outcomes, the article has identified the connecting links between contract farming and collective bargaining power and outcomes. The paper has demonstrated that because of the legal interpretations of the rights and responsibilities of the contracting parties, agricultural production via contract farming is a significant determinant of migrant field labor collective bargaining structures and outcomes.

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