

Labour geography is tedious: Of contracts, grievances and the nitty-gritty of worker agency in United Farm Workers-era California

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Abstract

Responding to the oft-asked question, ‘what counts as labour’s agency?’ this paper engages with recent developments in labour geography to argue that labour geographers would benefit from paying close attention to the nitty-gritty struggles over – and not only for – the contract. Taking the case of the United Farm Workers’ efforts to administer its newly-won contracts in the agribusiness fields of California in the 1970s, it suggests that labour’s agency is often not just expressed, but made to count, in the midst of the most mundane – and often tedious – of circumstances, like late night-grievance procedure meetings. The paper argues that not just labour’s agency, but its class power, is often formed and deployed – and sometimes countered – in the details of how the collective interests of workers, on the farm or across a region, and handled.

Keywords

Agribusiness, class, contracts, labour geography, labour’s agency

‘Grievance F-29-77

‘Decision:	Arbitrator finds for the Company
‘Reasons:	Contract language states in Article 27 “. . . other than in use at the time of the signing of this agreement.” Drip irrigation was in use on Company vineyards prior to the signing of this agreement.
‘Damages:	None’ ¹

‘What counts as labour agency?’

(Coe and Jordhus-Lier, 2023: 535)

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Introduction

On June, 10, 1977, Cesar Chavez and Gilbert Padilla, on behalf of the United Farm Workers (UFW), signed a new 3-year contract with the David Freedman Company, a producer of table grapes in the Coachella Valley of California. Signing for Freedman was its owner-president Lionel Steinberg and his son William (Billy) Steinberg (not yet famous for co-writing ‘Like a Virgin’, ‘True Colors’ and other hits). Lionel Steinberg had broken with the other growers in 1970 to become the first Coachella table grape grower to sign with the union. And Freedman had stuck with the union in 1973 when most other growers signed sweetheart contracts with the Teamsters. In the 4 years since, Freedman had become one of the UFW’s strongest strongholds. Indeed, following the passage of the California Agricultural Labor Relations Act (ALRA) in 1975, a new representation vote was held at Freedman and only 14 of the more than 900 employees voted against retaining the UFW (Bacon, 1995). The June 10, 1977 contract was the fourth in succession, and it was a strong one.² It provided for a union shop³; hiring done through a union-run and -controlled hiring hall; worker seniority provisions; an intricate grievance and arbitration procedure; provisions for leaves; health, safety and pesticide-use rules; restrictions on subcontracting; rules regarding the introduction of mechanization; paid holidays and vacations; a company-paid ‘citizen participation day’ (when workers engaged in union-directed community work); company-paid medical benefits and pension contributions; rules governing the assignment of labour camp housing (and the conditions therein); among other things. In the annals of California – and American – farm labour, these kinds of contracts, which the UFW was winning throughout the 1970s (if in fits and starts), were extraordinary. At Freedman, there would be two more before the union was busted in 1986.

The decades-long struggle of the UFW to win and retain contracts – like the ones it signed with Freedman – a struggle marked by incredible militancy and violence, remarkably creative organizing strategies, consumer boycotts and all the power and contradictions that comprise a social movement (cf. Ganz, 2009) is, in many ways, the very stuff of labour geography. Few clearer examples could be found of workers fighting to make and remake the landscapes within which they lived, worked and died, often in ways not at all of capital’s own choosing – and of the decided limits and constraints on their ability to do so (Bardacke, 2012; Garcia, 2011; Pawels, 2009). It is what labour’s ‘constrained agency’ (Coe and Jordhus-Lier, 2011) looks like over the long haul.

But constrained agency also looks like this: workers and the union filing grievances and eventually going to arbitration to stop Freedman from installing drip irrigation in its vineyards. This rather odd event, in which the union sought to prevent the grower from the sort of innovations that might allow it to remain in the business of growing grapes in the desert, had its start in January, 1977, some 6 months before the 1977 contract was signed. That month the Freedman company bought a 50-acre citrus ranch near its existing vineyards, knocked down the trees and replaced them with young grapevines. It simultaneously installed a drip irrigation system. In the beginning of July – a month after the 1977 contract was signed – the company further installed drip irrigation on more than 300 acres of its existing vineyards (more than 750 acres remained flood-irrigated). In response, the local ranch committee of the UFW filed a grievance against the company in September charging that it was introducing a new mechanical device ‘which will displace workers’ without having first negotiated and come to an agreement with the union as Article 27 of its contract required. ‘If the company continues to install these devices, eventual displacement of workers will occur. Company’s defense that none have been displaced yet is simply irrelevant to the facts of this case’, as one union official argued.⁴ By contrast, the company asserted that since it had installed irrigation on part of its property before the current contract was signed, it was not new technology; besides, according to notes from a grievance meeting, the company argued that ‘country & world needs it; rather than eliminate wk., adds to thousands of jobs’.⁵ Two-and-a-half months after the union filed its grievance, the arbitrator found for the company. Drip-irrigation predated the current contract. The company could continue to install it on the remainder of its property without hindrance.

From a distance of nearly 50 years, the union's actions might seem a little bit ridiculous, given the broader scope of the UFW's organizing successes and failures. Organized workers filing grievances and going to arbitration to stop the installation of drip-irrigation in desert-region vineyards, vineyards that perhaps would have to be taken out of production if drip irrigation was not available, seem rather insignificant in any historical reckoning of farmworkers' agency during the UFW era. Indeed, seen from the perspective of today's climate emergency, the increasingly-expensive – if even available – water supplied to agricultural California, and the by-now ubiquitous use of drip-irrigation in the state (and around the world), it seems practically Luddite. And at the time, it was probably not *even* seen, barely even noticed beyond the precincts the United Farm Workers' Freedman ranch committee (its version of the union local) and this or that labour arbitrator. It was certainly not anything that caught the media's attention (and the media was well-used to reporting on UFW and agribusiness controversies), and even union officials at the national headquarters in La Paz, California, did not pay it a great deal of attention.

I would like to suggest in this paper, however, that no matter how seemingly insignificant, unnoteworthy or against the grain of history they may seem, grievances like this one are the very nitty-gritty of labour geography – every bit as much as going on strike, winning contracts or accommodating one's self to (or challenging) the labour process (all traditional subjects of labour geography). To be sure, the seeds sewn within these traditional foci have yielded impressive harvests, establishing labour geography not only as an indispensable component of economic geography able to intervene in a remarkable range of debates ranging from studies of the making of gendered, racialized landscapes of social reproduction and care to the rapidly evolving app-mediated labour markets and labour processes of the platform economy (for a compendium, see Herod, Forthcoming), while also attracting significant attention from other disciplines (e.g. Smith and Thompson, 2024). In the process, labour geography has significantly expanded its analytical horizons from a particular interest in organized labour at its founding (Clark, 2006 [1989]; Herod, 1992, 1998) to questions of everyday life; from its focus on the places of waged labour, capitalist production and labour organizing to the multiple other forms of labour possible (or necessary for capitalism's success) and the innumerable places of and struggles for social reproduction (Mullings, 2021); and from questions of class to broader inquiries into how class is intersectionally embedded with gender, race, citizenship status and more (Strauss, 2018, 2020a, 2020b).

And yet, I intend to show, paying close attention to struggles over the language in the contract itself as well as its administration, together with grievance procedures and grievances filed – that is paying attention to the nitty-gritty of formalized work and struggles over and in the place of production as they are worked out in and through the contract – sheds important light on aspects of labour's agency, on labour's role in constructing landscapes of capitalist production and reproduction.⁶ Based on extensive research in the archives of the UFW, union officials, rank-and-file activists and company representatives, this paper thus seeks to outline what labour's constrained agency looks like when it is viewed through the mundane nitty-gritty contract administration, rather than efforts to win contracts in the first place or to shape the processes and relations of labour in other ways. Doing so, I will argue, will shed light not only on how workers exercise their agency as 'geographic agents' (Herod, 2001), but also on both just 'what counts as agency' (Coe and Jordhus-Lier, 2023) and why that agency *counts*.

Labour's agency and the making of geographies

The question of labour's agency continues to haunt labour geography (cf. Kelliher, 2023), even as there has arisen a general consensus that it is best described, in Coe and Jordhus-Lier's (2011) influential terms, as 'constrained'. Yet as Coe and Jordhus-Lier (2023: 535, citing Peck, 2018; Strauss, 2020a) now concede, the plethora of work their structurationist-inspired formulation helped spur

might have ‘add[ed] up to less than the sum of its parts’. While their earlier work had identified ‘four sets of relations in which workers are inevitably, but differentially, positioned’ (structures of capital, particularly global production networks; state institutions operating at a multitude of scales; community life; and labour intermediaries), which helped labour geographers understand how labour’s agency was constrained, these very same studies have conversely intensified a central ‘analytical challenge: what counts as agency’ (Coe and Jordhus-Lier, 2023: 535). Because the question of what counts as agency has been poorly specified in geography, it not only ‘risk[s] . . . becoming the latest in human geography’s rich tradition of “fuzzy” or “chaotic” concepts’ (Coe and Jordhus-Lier, 2023: 535), but it also risks upsetting what we think we know about structure, or ‘constraint’.

Coe and Jordhus-Lier (2023) thus urge labour geographers to turn to and develop a geographical version of Archer’s (1995) ‘morphogenetic analysis’ in order to offer a helpful time-space schematic for understanding what labour agency is by focusing (in my interpretation) on how such agency *fits* within and thus potentially *transforms* structural morphologies. Their model seeks to show how ‘constrained agency’ unfolds spatially over time: Time 1 ‘predates agency’ and is defined ‘structural conditioning’ or the ‘social-spatial landscapes of power, constraints and possibilities’ (Coe and Jordhus-Lier, 2023: 539). Times 2 and 3 (or rather, the movement from Time 2 to Time 3) is defined by ‘social interaction: agential practices and scalar politics informed by geographical imaginations’ (Coe and Jordhus-Lier, 2023: 539). And then Time 4 is the result, the time of ‘structural elaboration: the making of new landscapes, connections, borders or scales (morphogenesis) or the maintenance of old ones (morphostasis)’ (Coe and Jordhus-Lier, 2023: 539). This latter term is important because, as Coe and Jordhus-Lier (2023: 538) indicate, labour agency is often devoted, in fact, to the ‘reproduction of morphostatic cycles in the workplace’ (which is to say, maintaining something like the status quo). A focus on morphostasis, they argue, has been a central concern of much recent work on the labour process by geographers.

Notwithstanding the ahistorical and undialectical implication that the landscapes workers inherit *predate* agency (rather than are themselves the result of labour going to work in and on – ‘elaborating’ – existing structures),⁷ this is a useful model. Coe and Jordhus-Lier (2023: 540–546) use it to outline four ‘geographies’ of worker agency: ‘geographies of structural conditioning’, ‘geographical imaginations’, ‘geographies in action’ and ‘geographies of action’. The first concerns the ‘emergent powers of structures’ and how they shape the conditions of possibility for workers to exercise their own powers as ‘active structuring agent[s] in the production of place’ (Werner, 2016: 12, in Coe and Jordhus-Lier, 2023: 540). The second focuses on workers’ ‘reflexivity’ and particularly on how ‘*intentionality* and *foresight* . . . are necessary components of human agency, with the former referring to people having plans and outcomes and the latter capturing expected outcomes that motivate actions’ (Coe and Jordhus-Lier, 2023: 541, original emphasis, citing Bandura, 2006). The third focuses on ‘the relational and organizational geographies of labour agency, or what Wells et al. (2021) term the “procedural” dimension’ (Coe and Jordhus-Lier, 2023: 543), and perhaps especially workers’ understandings of ‘the most effective sites for strategic actions . . . the identification of key zones beyond the workplace . . . that can be carved out as effective arenas for action . . . [or] the upscaling [or not] of union action with respect to transnational capital’ (Coe and Jordhus-Lier, 2023: 544). The fourth is ‘concerned with mapping the spatial patterns of agency, as well as the results of workers’ agential practices’ (Coe and Jordhus-Lier, 2023: 545).

This is a helpful model, but not a complete one. Consider, for example, Coe and Jordhus-Lier’s (2023) fourth ‘geography’. Their examples of the ‘patterns’ and ‘results of workers’ agential practices’ are almost exclusively concerned with strike actions. Strikes are indeed important, but they are hardly the only kinds of action that ‘shap[e] landscapes’ (Coe and Jordhus-Lier, 2023: 545). So too does, for example, workers’ ability (having already won contracts through striking) to try to block the introduction of new technology – like drip irrigation – or, more generally, to constantly seek to retain or rework contract provisions themselves. Certainly, that ability, constrained as it is (after all, the

Freedman workers lost in their fight to keep drip irrigation out), is backed by workers' ability to threaten to strike. That is one of the (hard won) preconditions that shape workers' agency.⁸ But that ability is also enabled precisely by the grievance procedures and other provisions of the contract itself. Action that 'shapes landscapes' occurs also in the often-tedious work of administering contracts.

Or consider struggles over the labour process. They are not always, and certainly not always *only* 'morphostatic' interventions, concerned primarily with maintaining the status quo. There is no doubt that workers on the Freedman ranches were concerned with preserving the irrigating and tractor driving jobs that would likely be lost when drip irrigation was fully introduced. But they were just as concerned with upholding the provision of their contract that insured that the union would be centrally involved in – a party to negotiations over – the introduction of new technologies and the transformation of their labour process, and thus the reengineering of the landscapes they worked in. It was not uncommon, for example, for the UFW, and perhaps most particularly Cesar Chavez himself, to extoll the virtues of mechanization, though always within the context of a need for such mechanization to benefit the workers at least as much as capital, both in monetary terms and an eased labour process.⁹ To take a very concrete case, directly concerned with the labour process, the UFW and allies' long and finally successful campaign to outlaw the short-handled hoe – *el cortito* or the 'devil's arm' as it was variously known – a tool that *defined* farm work as stoop labour and which was a primary means by which growers exercised power over their workforce, was not at all about 'morphostasis'. It was directly concerned with transforming the labour process in a way that benefited workers, even as growers feared loss of control, sloppier work and added expenses (Cozzens, 2015). Here the geographies of labour agency were shaped in and by the contract, but also in the lobbies and legislative chambers of the state capitol, the pages of medical and industrial relations journals, court rooms and the press.

The point here is that labour geographies are made in complex, sometimes spectacular, but often very mundane ways. The question then is not only 'What counts as labour agency', but also 'Where, how and by what means, is that agency *deployed*'. My argument is that, once won, the contract is often the means, grievance procedures (and related renegotiation of contract provisions)¹⁰ are important 'hows', and the negotiating table, the rooms where grievances are defined, debated and typed-up, and the arbitrators' chambers, are important 'wheres'. They are places where not just workers' agency, but just as importantly, workers' *class power*, is exercised.

Of contracts . . .

The new-found class power – that is the *organized* agency¹¹ – of agricultural workers at the end of the 1960s and into the 1970s did not appear *first* in the wheres and hows just named. Rather, it was won through militant struggle in and over the fields, violent tussles with the growers and their lackeys in the Teamsters, on the picket line, in the boycott houses of far flung cities around the world, and not infrequently in the courtroom by low-paid 'movement lawyers' (Gordon, 2005; Wells and Villarejo, 2004) adept at inventing novel legal strategies.¹² It was then cemented (if in somewhat compromised form) in 1975 in the ALRA – a law essentially written by the UFW's own lawyers (Gordon, 2005)¹³ – which established clear rules for how organizing among agricultural workers in the state could proceed, all under the guise of ensuring 'peace in the agricultural fields by guaranteeing justice for all agricultural workers in labor relations', as the preamble of the law put it (Cal. Labor Code §1140).

But won this class power was, and once it was won, it was enforced (and sometimes squandered) among other ways but primarily through the contract. The specific ways in which labour contracts shape (and are wielded as a tool for) class power have not received a great deal of attention from labour geographers. To be sure, Herod's (1992, 2001) early work focused specifically on the *winning* of contracts, and particularly how the spatial coverage – or scale – of the contracts was a significant focus of capital-labour struggle. Focusing on the longshoring industry, Herod showed how both

capital and labour understood that whether contracts were ‘coastwise’ – providing all workers in all ports in the eastern United States with the same conditions – or not was vitally important for the balance of power between workers and the shipping companies. And more recently, Terry (2009) has offered a compelling account of how provisions of collectively-negotiated contracts (in this case by Philippines government rather than unions) governing the working conditions of seafarers come into conflict with provisions of the law (in this case U.S. commercial law) in ways that disempower workers to receive reasonable compensation when they are injured on the job, while Mitchell’s (2012) study of the postwar US-Mexico bracero program was concerned, among other things, with how provisions of the contracts growers signed with the US and Mexican governments in order to import temporary farmworkers, were constantly breached in practice. But as Strauss (2019: 64) argues, ‘contract is often in the background of geographical research and theorizing’.¹⁴ In particular the specific *content* of the contract has rarely come under close scrutiny in labour geography.

Contracts and geographies of structural conditioning

Such was not the case in the fields of California where union members, activists, officials and negotiators actively debated, fought over, and fought for, specific contract provisions and contract language, often in afterwork meetings lasting late into the night.¹⁵ As the 1977 Freedman contract was coming up for renewal in July, 1980, for example, the ranch committee began meeting as early as February, at least once a week and late into the evenings, to discuss contract language they would like preserved or changed and any additional provisions they might fight for (e.g. a new cost-of-living clause, given high rates of inflation), and they did so with very little support from the central union hierarchy.¹⁶ A central concern for the Freedman ranch committee was how ‘family units’ who worked together should be treated. Could parents bring their children (aged 14–18) to work with them on Saturdays and during vacations, and could they be guaranteed that they would be on the same crew? How would such arrangements – which the ranch committee called a ‘custom’ in its proposed contract language – relate to matters of worker seniority, that is to the possible displacement of workers who would otherwise be provided work? The ranch committee proposed (after detailing how such children could gain seniority in their own right) the following:

Nothing in this section shall be interpreted to mean that family members (children) who have not acquired seniority in their own right shall have priority in hiring or employment over seniority employees. Children who do not have seniority in their own right shall not be eligible to work prior to the full recall of all seniority workers in a cultural process; or after a partial layoff of seniority workers in a cultural process.¹⁷

In such discussions, debates and proposed contract language, the ‘geographies of structural conditioning’ – as represented in the 1977 contract (including both its mechanization clause and its lack of clear language on children family members) – were confronted.¹⁸

Contracts and the geographical imagination

Yet ‘geographical imaginations’ were also shaped and deployed through the contract. As hinted in the above discussion, the question of *who* does the work, but especially who has control over who does the work, was a primary concern for workers in California agribusiness. From their earliest days, the National Farm Workers Association (NFWA, one of the unions that eventually formed the UFW and which primarily organized Mexican and Mexican-American workers) was determined to ensure that contracts included hiring hall provisions, and through those provisions to reshape the geography of farm labour provision. In just about every contract negotiation in which the NFWA and its successors (the United Farm Workers Organizing Committee (UFWOC) and the UFW) engaged, the creation – and

eventually the management – of a hiring hall was a central sticking point.¹⁹ A successful plank in efforts to decasualize labour in other industries (especially longshoring), the UFW insisted on developing hiring halls not only to counter the power of the employers themselves to determine the nature and functioning of the labour market, but especially to counter the power of the class of farm labour contractors (FLCs) that grew rapidly when the bracero program ended.

The end of the bracero program unleashed a range of contradictory processes, including an intensive push for mechanization (Mitchell, 2023), efforts to off-shore labour-intensive crops (Mitchell, 2012) and an increase in the use of FLCs to manage the rapidly changing agricultural labour market (Krissman, 1995). At the same time, the UFW (and many growers) sought to further ‘proletarianize’ the farm labour force – to regularize farm work, to decasualize it. With UFW victories came ‘a striking improvement in wages, benefits, and working conditions, as well as the development of labor-enhancing harvesting techniques and devices, [which] appeared to be the harbinger for the proletarianization of farm labor’ (Krissman, 1995: 21). The hiring hall – at least one in every significant crop district – was to be the means for eliminating the FLCs (which Chavez declared to be among the primary evils of the California agribusiness system (Levy, 2007: 63)) and thus the remaking of farmworker communities.

Yet establishing hiring halls was hardly uncontroversial among farmworkers themselves. California agribusiness had long been defined by ethnic labour market segmentation in which work crews were organized ethnically and not infrequently in tight family groups. By the time the bracero program ended, the Agricultural Workers Organizing Committee (AWOC), the union that merged with NFWA to form UFWOC and then the UFW, had become a predominantly Filipino union. Moreover, ‘under AWOC . . . foremen controlled the hiring of pickers, and some, especially Filipino foremen, managed their crews like family’ (Garcia, 2011: 123) and the hiring halls threatened the foremen’s power as well as systems of patronage that had grown up around that power.

Besides creating an opportunity for the rival Teamsters to exploit this discord within the merged union, ‘the hiring halls . . . tended to benefit the local, sedentary populations of workers, which did not sit well with more itinerant workers’ (Garcia, 2011: 124). But for many in the UFW hierarchy, as well as the rank-and-file, that was exactly the point. The hiring hall was seen as a step towards breaking apart the geographic itineracy and casual labour practices that defined the existing system and instead open possibilities for more stable, settled, rural communities, long a dream of agrarian reformers in California (Galarza, 1977; McWilliams, 1939), in addition to wresting power from farmers themselves, who often exercised power through the foremen (Garcia, 2011: 123). Chavez himself often spoke eloquently about the need, and the broader social benefits, of stable rural communities in the California countryside (Levy, 2007), and hiring halls – created, enforced and struggled over within the confines of the contract – were a central piece of the puzzle for creating this stability. They were a means to transform (some) workers’ geographical imaginations into reality – both in the sphere of production and in the wider realm of reproduction.

Or at least they were potentially so. Not only did growers work hard to block or eliminate hiring hall provisions in the contracts, and not only did Teamsters, in both their legitimate and sweetheart contracts with growers, promise no hiring hall system and a return of power to foremen, but, for a large number of complex reasons, the UFW would, as we will soon see, often encounter real difficulties in operating the halls, a failure which would have profound consequences for unionization in the California fields.

Contracts and geographies in action

In 1972, a new fruit shipper entered the ‘grape deal’ in Kern County,²⁰ a county in which the UFW had had considerable success in winning contracts among the larger vineyards. The Vernon Fruit Company was set up by Herb Kaprielian, a grape packer eager to gain a foothold in Kern, and Vernon Boolootian,

Kaprielian's 'front man and coordinator for field activities'.²¹ Given the UFWOC's success in the district, Vernon Fruit Company wanted a contract as soon as possible; the company 'had already been informed that [wholesalers] would not handle their produce unless it had the bug, meaning the union designation on it'.²² Vernon Fruit was not a grower and did not own property in Kern; instead it 'would buy the crop on the vine and then sell it'.²³ Since it purchased the grapes before harvest, Vernon would be responsible for hiring the harvest workers. When approached by Joseph Brosmer, the general director of the powerful Agricultural Labor Relations Bureau of the San Joaquin Valley (ALBSJV) who was acting on Vernon Fruit's behalf,²⁴ the union responded that it 'did not wish to sign a contract with a shipper-seller only, because union workers would only be protected during the harvest season. For all other activities' – pruning, vine-tying, irrigating and so forth – 'non-union growers would pay them less than union wages and not provide them with other union benefits'.²⁵ The union thus demanded that every grower from whom Vernon bought grapes sign a UFW contract or that each grower 'sign a power of attorney authorizing Vernon Fruit to perform all pre-harvest and supportive service on the grape crop with union labor',²⁶ labour which would be provided through the UFWOC hiring hall (with which Boolootian had experience in an earlier position).²⁷

Brosmer, on behalf of Vernon Fruit, was largely agreeable (as long as Vernon could operate under conditions no less favourable than other unionized growers and shippers) but he objected to several provisions of the proposed contract, including company involvement in enforcing union membership (UFWOC typically demanded, and received, closed- or union-shop and good-standing provisions in its contracts), as well as aspects of the proposed grievance procedures, since they seemed to differ greatly from those in contracts already in force in the district. Vernon Fruit also wanted the same expiration date as the other growers: mid-April, 1973. UFWOC, however, saw the chance to use the Vernon Fruit Contract to put pressure on other companies as their contracts expired, suggesting a 3-year contract that included provisions for matching any improvements the union won in its coming negotiations with the other growers. Brosmer countered that such a contract would only be possible if the union agreed to line-by-line bargaining, with every contract provision up for negotiation, rather than starting with current in-force contracts as a basis.²⁸

Meanwhile, Kaprielian pushed Brosmer to corner UFWOC into adopting a contract similar to one several growers had signed at the end of December 1971 that gave growers more wiggle room to avoid the hiring hall, as well as greater freedom to subcontract cultural tasks (like irrigating, pesticide application, thinning and so forth). At the same time Vernon Fruit began working on an agreement with the L.R. Hamilton Company to take over as sales agent for Vernon-purchased grapes, an arrangement that would allow the latter to also take over the harvest 'if things go too bad' in the negotiations with UFWOC, in essence to have 'an out if negotiations become too difficult'.²⁹ Whatever the behind the scenes machinations of Brosmer, Kaprielian and Boolootian, Vernon Fruit ended up signing a contract with UFWOC in early June, after which the company severed its relationship with Brosmer and the ALBSJV.³⁰

At one level, the story here is not that dissimilar from the sort of struggles over the geographical extent and sectoral penetration of contracts that animated Herod's (2001) early innovations in labour geography: UFWOC was seeking to construct and protect a *scale* within which workers could exercise their power. These are the sorts of 'agential practices and scalar politics informed by geographical imaginations', that Coe and Jordhus-Lier (2023) suggest define the movement from Time 2 to Time 3 in their development of Archer's morphogenetic model. Clearly, UFWOC had already won significant power in the grape growing regions of Kern County; new entrants into the sector were pressured, both by other growers, packers and shippers and by the union to sign contracts and the union saw the arrival of new players now not as a threat to their power, but as a chance to extend it. (It is hard to overemphasize how big a shift in labour relations in agricultural California this was: from a world in which farmworkers were considered impossible to organize (Daniel, 1981) to one where organized labour was now such a force that even the virulently anti-union ALBSJV had to adopt the role of

broker of, rather than *enforcer* for, agribusiness capital.) But what this sets apart from the struggles Herod described, and which suggests that the development and application of the Coe and Jordhus-Lier model of labour's agency needs to pay attention to the tedious nitty-gritty of contract negotiation and language if we want to understand the real nature of labour's geographies in action, is that for the UFW the contract was not only a *result* of class struggle in the California fields, but a primary tool for advancing it. Indeed, according to the ALBSJV's Joseph Brosmer, the contract that the UFW presented Vernon Fruit, and which it eventually signed with only minor modifications, included significant deviations from other contracts in force in the area and which put Vernon Fruit at 'an economic disadvantage', which is to say increased the power of the union to make, be involved in, and/or enforce policies and practices generally reserved for management, including union rather than grower determination of seniority; pesticide use restrictions; length of rest periods; and job classifications (among much else).³¹

This is geography in action, through the contract. UFWOC was becoming adept not only at imagining and winning crop- and district-wide labour agreements, but in using the specific language within contracts to ratchet up demands on growers, setting them against each other, and transforming famously anti-union organizations like the ALBSJV into something like mediators of grower discomfort, if not merely a grower-employed administrators of grievance processes.

Contracts and geographies of action

The 1971, contract with Vernon Fruit came at the tail end of a long, hard, organizing campaign that had begun with UFWOC's predecessors, the Filipino AWOC's and Chavez's National Farm Workers Association's first strikes in Delano, California, in 1965 (Ganz, 2009; London and Anderson, 1970; Majka and Majka, 1982; Meister and Loftis, 1977), a drive that had resulted in a radically re-organized labour regime in agricultural California. By the middle of summer, 1970, UFWOC had signed contracts with nearly all the table grape growers around its home base in Delano and in the early-ripening Coachella Valley. Some 85% of table grape workers were covered by a UFWOC contract (Levy, 2007: 329; Majka and Majka, 1982: 196), and the union saw the contract with Vernon Fruit as a means to bring holdout small farmers into line.

Nearly all contracts contained provisions for hiring being done through union-controlled hiring halls as well as elaborate provisions for determining seniority. Hiring hall managers needed to develop lists, for each company, that distinguished between and balanced company seniority (time with company), area seniority (time in a broad segment of the division of labour on a farm) and classification seniority (time in a particular job) and thus to established complex formulae for recalling seniority workers, formulae that often varied by specific company. In this way the union became responsible for forming specific work crews, with appropriate degrees of seniority, sufficient skill and some degree of flexibility – which had traditionally been the role of foremen, crew leaders and increasingly FLCs – and deploying them to specific farms.³² From the earliest grape contracts at the end of the 1960s, through the wave of unionization that swept across the fields in 1979, the hiring hall and seniority remained among the most contentious contract provisions, both between the companies and the union and among the workers themselves.³³

The UFW often had difficulty in successfully managing its hiring halls and successfully deploying sufficient labour of sufficient quality when and where needed, frequently to the detriment of the quality of the product, putting unionized farms at significant competitive disadvantage to their non-unionized counterparts (Bardacke, 2012; Garcia, 2011, 2023).³⁴ Indeed, even union-friendly Freedman tried to wrestle control of the hiring hall out of the hands of the UFW and place it in the hands of what it assumed would be more competent company managers.³⁵ At the same time, union hiring hall mismanagement alienated a good number of workers, including many union stalwarts, even to the degree that workers in Delano, the UFW's birthplace, had largely rejected the union by 1971 (for a

discussion, see Bardacke, 2012: 400–404). The contract established a new geography of action for the UFW; how the union acted, however, threatened the contracts – and the viability of the union – as a whole. When, in 1973, grape growers fought back, turning to the Teamsters in hopes of eliminating what was not only a union, but also a social movement (mimicking a similar, preemptive move made by lettuce growers in the Salinas in 1971), the Teamsters promised that all decisions related to hiring, and many related to seniority, would be left to the growers and their contractors. There would be no hiring hall.

When the UFW eventually succeeded in vanquishing the Teamsters (especially after the passage of the ALRA), growers sought other tactics to diminish UFW control over labour provision. Fronted by the Nisei Farmers League, growers tried to convince the U.S. Department of Labor that the UFW was, in fact, a farm labour contractor and needed to be regulated as such under the terms of the federal Farm Labor Contractors Registration Act of 1963. Noting that in regions where the hiring hall was not yet established, or where the operation of one was impractical, hiring hall functions were, by contract, to be performed by the union's ranch committees, the Nisei Farmers League contended that two main purposes of the act (preventing 'certain irresponsible contractors [from] exploiting migrant agricultural workers' and 'restraining those same irresponsible contractors . . . [from] recruiting illegal aliens with impunity') would 'be frustrated if the UFW's goal is achieved – that is, to replace all labour contractors currently possessing a Certificate of Registration with unregistered UFW hiring halls and unregistered UFW Ranch Committees'.³⁶ For the Nisei Farmers League, receiving a quick determination on the matter was vital: contracts were up for negotiation and at least one of the League's members wanted a determination that would allow it to reject the hiring hall articles on legal grounds.³⁷ Despite several internal Department of Labor opinions that the UFW did indeed fall under the coverage of the Farm Labor Contractors Registration Act,³⁸ the Assistant Secretary of Labor determine that it did *not*, claiming that the record showed that over the previous half-century, when Congress meant to include unions within the purview of a law, it specifically said so. At the same time the Assistant Secretary held that growers' associations (like the ALBSJV), which had long been central to the deployment of labour in the California fields, *were* FLCs.³⁹

By successfully winning hiring hall provisions in its contracts, the UFW had remade the geographies of action; by failing to successfully fulfil its obligations under the hiring hall articles, the union alienated many workers and squandered its hard-won legitimacy among the small faction of progressive growers in the state (Garcia, 2023), even as it retained the right to run such halls. What is labour's agency? It is also the ability to fail in those moments when labour gains power, thus undermining both its morphogenetic potential and the morphostatic landscapes it has worked so hard to construct.

. . . and Grievances

It was no straightforward path towards the UFW's administrative failures in the matter of the hiring hall, and where it squandered legitimacy on one front, it simultaneously gained it – while reasserting its power to remake landscapes of production and reproduction – on another front: namely, in the grievance procedures that its contracts established.

Grievances and geographies of structural conditioning

Between January 2, 1979 and July 3, 1979, UFW workers filed 21 grievances against the David Freedman Company. The company was accused of everything from refusing to employ workers dispatched by the hiring hall (while also 'hiring outside the hiring hall'), to workers being unjustly fired for working too slowly, to supervisors doing work reserved for bargaining unit workers, to flaunting seniority rules, to spraying sulphur too close to a working crew, to threatening behaviour by foreman and supervisors.⁴⁰ Grievance F-79-14 was a little bit different from the others. Freedman assigned two

women workers to the task of ‘emasculating’ experimental grape vines, an essential practice to control pollination and thus either preserve an existing hybrid or create new ones. Emasculation is painstaking and tedious (requiring carefully removing the anthers with tweezers without harming the pistil and ovary). It was also not a labour practice recognized in the contract. The union argued that putting the women to work emasculating grapes was a violation of Article 8 of the contract which regulated the introduction of new or changed labour processes. The point of Article 8 was to guarantee union involvement in and negotiation over evolutions in the labour process during the life of the contract. The article did, however, allow unilateral setting of wages for new or changed processes if conditions required it, subject to later grievance and possible arbitration.⁴¹ Billy Steinberg found the grievance to be “‘ridiculous,’ [and] argue[d] that Article . . . is for on-going work, that this was a one-time only job, in general labor category, and [the] company [was] under no obligation to negotiate (though he did offer to negotiate if they ever did it again)’. The arbitrator ruled in favour of the union, writing that ‘Breeding/Emasculating is a new operation and as such comes under Article #8’ and ordered the ‘Company and Union to negotiate a suitable wage rate, pay workers the difference, and credit hours of seniority to seniority workers on layoff during’ the period when the work took place.⁴²

Though a little bit different than the other grievances filed against Freedman during the first half of 1979, the emasculation-work grievance was not particularly unusual, as the earlier grievance against the introduction of drip irrigation showed. Workers used the grievance procedure to directly confront the ‘geographies of structural conditioning’, in this case the right of the employer to introduce new labour processes unilaterally, a kind of worker control that had never been even a remote possibility in the California fields before the UFW started winning contracts. The union also successfully defended its hiring hall prerogatives – its radical transformation of the structures of farm labour deployment in California – at least at Freedman, though the grievance procedure. The first grievance case of 1979 concerned a group of 15 workers dispatched to prune Thompson grapes on January 2. The company refused the workers saying they were inexperienced in pruning this variety. The union countered that the company had always trained workers in the past. Once again the arbitrator ruled in favour of the union, writing that ‘nothing in the contract indicates that pruners are to be dispatched by experience’.⁴³

Five months later the union filed a grievance when a supervisor hired 19 workers for Thompson grape thinning who had not been dispatched, the majority of whom also lacked seniority. One of the issues at stake, however, concerned some of the seniority workers. They had arrived late at the Freedman farms, a not unusual occurrence, given that many workers travelled from other districts in the state or from as far away as Texas when different phases of the season – pruning, thinning, harvesting – opened, the exact date of which varied from year to year. Understanding this reality, the Freedman contract, in common with most other UFW contracts, contained a provision in Article 4 allowing that ‘whenever possible, Company will make an effort to find room for seniority members who are late to report’. Given this provision, the union dropped this aspect of its grievance. Several members of the grievance committee argued, however, that the provision was ‘weak . . . a loophole that should be removed in the next contract; that if people are waiting at the hiring hall for a job and workers are 5 weeks late in reporting back, the new workers should have a right to replace them’. The ranch steward, Doug Adair (who was also the author of the report this account is based on) ‘disagreed, arguing that the clause was good, should not be changed, though [the ranch committee] might want some procedure to avoid favoritism by foreman . . .’. On the other aspects of the grievance, the arbitrator found once again for the union – declaring that Freedman had violated the contract by allowing undischarged workers to be hired – and ordering the company pay damages to nine aggrieved workers, who each received a check of \$174 to make up for 6 days of lost work.⁴⁴

The union did not win all its grievances, of course, but the point is clear: through the grievance process established by the contract, workers were able to contest and even at times to transform the geographies of structural conditioning that had long governed farm work in California.⁴⁵ As often as

not, growers fought back not by contesting the merits of the grievance, but charging the union with grievance-procedure violations, a charge that, union officials admitted internally, often had a good deal of merit, and which they worked equally hard to correct.⁴⁶

Grievances and the geographical imagination

In 1986, as what would turn out to be the UFW's final contract with David Freedman Company was up for renewal, longtime UFW activist and veteran Freedman worker Doug Adair drafted a letter to one of the union administrators and described how 'the world under Reagan is in such upheaval that [the Coachella] Valley is changing before our eyes. In our Valley, agricultural land is being turned into country clubs. . . . For my part I like working at Freedman, and want the company to stay in the grape business even when the country clubs move in next door'. At the same time the rich were invading the valley, however, 'the poor are also flocking to our valley. More people are living under trees in this Valley than ever before, hungry people, people for whom one hour at Freedman pays more than a day's wage back in Guanajuato or Michoacán'. These incomers, Adair worried, were 'ready to break a strike, and yet we on the [ranch] committee haven't organized our own members in years and years'. Then Adair got to his central point: 'At first I didn't see these grievances' – the hundreds of attempts over the years by union members to get Freedman to abide by the contract – 'as dealing with what I think are the serious problems facing us. But the issues raised in the Hiring Hall grievance are so central that a resolution of this grievance might be the basis for a new kind of relationship that I think we need at Freedman', one that would allow Freedman to hold out against the country clubs and its workers to secure work with dignity.⁴⁷

Adair wrote the letter in the midst of an all-out onslaught by the growers against the union in the Coachella Valley which would eventually lead to the union losing most of its remaining contracts, but also to the Steinbergs selling off all their grape acreage 2 years later⁴⁸ (by which time Billy had firmly established himself in Hollywood). But what stands out in it is how workers imagined their – and others' – place in the landscape and the role that grievances played in shaping that place. Perhaps more explicit than most evidence of how the grievance process refracted workers' geographical imaginations – much of the documentary evidence after all concerns disputes over seniority, complaints about abusive supervisors, charges that growers ignored contractually-mandated breaks or similar matters – Adair's letter made clear workers' understanding that grievances themselves could be a mechanism for attaining the world they hoped for.

Grievances and geographies in action

The degree to which workers can turn such imaginations into reality is always a question of struggle, of class power (Wright, 2000) – but it is power that often works in the most mundane, even tiresome, of ways. For example, with the clock ticking past 10:30 pm (and work starting the next day at 4 am), D'Arrigo Brothers lettuce workers insisted that company representatives remain at a September, 1971 grievance meeting to resolve a question that had been raised innumerable times before: when and how much windrowing of discarded leaves loader crews (the workers who threw the cut heads to the packers sitting on a trailing machine) would be required by the company to do on a daily basis.⁴⁹ Lettuce wages were crew-based piece-rate, so windrowing represented unpaid labour that diminished potential earnings. Before the UFW signed its contract with D'Arrigo, loaders had to windrow 'practically all the time' (as one worker put it), and after the contract 'the company did not require windrowing the majority of the time'. Nonetheless, workers still resented the work. They wanted the company to hire a separate crew, paid by the hour, to windrow. The company refused to concede. It would not hire a windrowing crew (partly because it would entail developing a new labour process that would then be subject to union negotiation), but it did agree to both further limit its windrowing demands and to

place in writing the times and conditions under which it would be required and which, after negotiation, would become contractually binding. Of particular importance for the workers was that the company agreed that windrowing assignments could not be used as a disciplinary measure or required in a discriminatory fashion, as, they argued, had been the practice in the past. Even so, workers were not satisfied, and one of the union stewards, Santiago, ‘made several statements in Spanish that the Company is not willing to resolve issues and the Grievance Meetings were a waste of time and as a result all of the Union representatives except for Ward and Trevino walked out of the meeting room’ bringing the meeting to an end at 11 pm.⁵⁰

Three weeks later, the question of windrowing led the agenda when the company and union met again. The union presented a written proposal (in Spanish) which the company found wanting, claiming it was merely a restatement of unfounded claims the union had made at the previous meeting. In turn the union accused the company of ‘stalling’ and not being willing to resolve the issue. There the issue stalled, with both the company and union considering taking the case to arbitration.⁵¹ When the two sides met again a week later, D’Arrigo asserted that the question of windrowing constituted a midterm ‘renegotiation’ of the contract – an act expressly forbidden – because the union demands would mean ‘additional costs’ to the company.⁵² I have found no record as to whether the question of windrowing went to arbitration or not, nor how the matter was ultimately resolved. Even so, what is clear is that the union increasingly found the grievance process and grievance meetings lasting late into the night – the specific contractual form of Wells et al.’s (2021) ‘procedural dimension’ took in the fields under UFW contracts – to be a ‘most effective site for strategic actions’ (Coe and Jordhus-Lier, 2023: 544). Indeed, though one union representative assured D’Arrigo Brothers management much of the worker militancy it was confronting was a function of the ‘newness of the Union movement in agriculture’ and that it would surely simmer down ‘in one, two or three years after the workers got used to having a Union contract’,⁵³ the evidence suggests the opposite, especially after the 1975 ALRA was signed.

Grievances and geographies of action

The workers at the Freedman Company farms lost in their attempt to forestall the replacement of irrigator-workers by drip irrigation. But they won in innumerable other grievances, which were either resolved through (often long, drawn-out) negotiation between the grievance committees and farm management or in arbitration. The result, both literally and figuratively, was a transformed agribusiness landscape, one shaped not just through the power and will of the growers (and thus often against the will of relatively powerless workers), but through concerted worker-effort, effort in this case channelled through the grievance process. As the UFW conceded, workers used the grievance process militantly; they saw it as an important means for reigning in the power of the growers.

As the long, late-night, often unresolved meetings between D’Arrigo and its workers indicated, however, this militancy was often met with an equal stubbornness on the part of employers, so much so that as the 1971 contracts were coming up for renewal, Cesar Chavez proposed a ‘new approach to contract interpretation and grievance procedures’. Arguing that ‘the existing mechanisms for resolving problems and grievances . . . have not worked as intended which, in turn, has created unnecessary frictions and problems’. He proposed therefore that joint employer-union arbitration boards be created for each crop-region to quickly hear and decide disputes or to push them to a ‘permanent arbitrator’, resident in the area empowered to resolve disputes fully and finally and with any rectifications and awards required by this arbitrator to take effect immediately (even as there were provisions in Chavez’s plan for further review in certain classes of cases). When a dispute was ‘live’ – for example, one side accused the other of breaking the no-strike, no-lockout provisions of the contract – the dispute would by-pass the joint board and go directly to the permanent arbitrator, who ‘shall hold an immediate informal hearing, at the field site where he deems this desirable, at the conclusions of

which an oral interim finding and decision shall be rendered which shall be conclusive . . . until such time as a formal hearing and decision can be rendered by the permanent arbitrator'.⁵⁴

Chavez's plan was never implemented, but it gives a good sense of just how vital – and challenging – the grievance process had become, in just a few short years, in California agribusiness. It was now a central tool by which the deployment of labour across vast spaces, the implementation (or not) of mechanization within individual companies, and thus the geographical conditions of possibility for growing profits in the California fields were adjudicated and implemented. Through grievances, workers placed themselves at the centre of the processes that produced new geographies of action and preserved old ones. Grievances addressed immediate complaints of workers, but they were also deployed strategically and militantly, ensuring that the grievance process and grievance resolution were always both morphogenic and morphostatic.

Conclusions

Not long after the UFW lost its contract at Freedman Company, Clark (2006 [1989]) published his thoroughgoing account of transformations within the United States labour landscape. The book offered a close analysis of how the National Labor Relations Act (NLRA) and its Reagan-appointed National Labor Relations Board (NLRB) significantly disadvantaged organized labour and the communities it had fostered in the 20th century. Farmworkers were (and are) not covered by the NLRA, but significant aspects of the ALRA were modelled on it, and decisions by the NLRB often served as precedent for the ALRB. Reading Clark's book against the story of the UFW's strategic use of contracts and grievances two things become clear, the latter of which, in particular, has important meaning for how we understand the constitution of labour's agency. The first is that the UFW was working against the grain of history. It's very ability to, for example, enforce hiring hall provisions and use grievances to contest management rights, and indeed its very success in winning so many contracts during the 1970s came within the context of significant union retreat in other sectors and against a backdrop of the growing importance of concessionary bargaining on the part of unions (Moody, 1988). The second was, as Clark noted in his conclusion, that even in states that were *not* 'right to work', workers had no rights to their jobs. They were, by law, in almost every case (university tenure being a major exception) employed 'at will', meaning that employers had every right to fire for any or no reason. The only hindrance to such a right was a contract that specifically spelled out, usually through grievance procedures, the means by which such employer rights to fire were limited. The onslaught against unions, then, was also a direct onslaught against workers rights to a livelihood in general and the conditions by which that livelihood was obtained more particularly. As such the *winning* of contracts, in the US context, was tantamount to winning a right to work. Maintaining and administering contracts was, however, much more. It was the means by which workers shaped and exercised that right. That they dared to exercise this right, however, helps explain the virulence of capital's backlash when it came, in industry in the 1970s and in agriculture in the 1980s.

Through the example of the United Farm Workers, this article has argued for the importance of focusing on the mundane aspects, and hard work, of contract administration including grievance processes for understanding both what counts as workers' agency and how it is deployed. It has argued that workers engage in morphogenic and morphostatic actions in often the most tedious of ways, like hashing out disagreements in late-night, stalemated meetings with management, preparing grievances for arbitration or pressing for changes in contract language in things as particular as to how to count seniority among under-aged workers. Moreover, it has suggested that such efforts are a significant way class power is deployed and thus need to be understood and assessed as such. The contract itself is not just an artefact of class power – evidence as it were of the state of the class struggle at a particular moment – but is instead a tool deployed in that struggle in the effort to make geographical imaginations real and thus transform both the geographies in and of action.

Even now after the long retreat of the unions and the facts of capital's *revanche* have become so clear (and nowhere more clearly than in the fields of California), or perhaps especially now as unions in various sectors are beginning to rebound (strike levels in the US are higher than they have been at any time since the early 1970s), bringing the contract out of the background and into the foreground of labour geography seems pressing. Doing so will help us much better specify not just 'what counts as labour's agency', but especially *why* what counts, counts.

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Notes

1. Rev. Lloyd Saatjian (arbitrator) to Eliseo Medina and Lionel Steinberg, November 28, 1977, Adair (Douglass) United Farm Workers Collection, Collection no. 0011, Special Collections and Archives, University Library, California State Polytechnic University, Pomona (hereafter Adair), Box 3, File 1.
2. A copy of the contract is available at the webpage of the University of California Davis's, 'Changing Face' project: <https://migration.ucdavis.edu/cf/ufw/>.
3. In a union shop, workers are required to join the union within a set period after being hired (in UFW contracts it was typically 5 or 7 days). By contrast, a closed shop is one where union membership is a pre-condition of being hired. The Taft-Hartley Act (1947), which amended the National Labor Relations Act (1935), outlawed closed shops. But farm workers were excluded from the NLRA and thus Taft-Hartley. The ALRA did *not* outlaw closed shops and at various times the UFW fought to include closed-shop provisions in its contracts. But for strategic reasons it also often did *not* fight for such provisions, concerned about the public-relations effects of doing so. See e.g. the Coachella negotiating notes, 14 January, 1973, United Farm Workers (UFW), Information and Research Department Records, (hereafter I & R), Walter P. Reuther Library, Archives of Labor and Urban Affairs (hereafter Reuther Library), Part 2, Box 55, File 44.
4. Medina to Padilla, September 15, 1977, Adair, Box 3, File 1.
5. Handwritten notes, no date, Adair, Box 3, File 1.
6. While there are innumerable hints throughout the paper as to how struggles over the contract and its administration ramify well beyond the place of production and into the realms of social reproduction, that is not its central focus. Rather the point here is more modest: merely to show what can be won, analytically, by focusing closely on the contract. The broader project of what this means in relation to the totality of the agribusiness landscape and the lives of its workers during the UFW era is a focus of ongoing research.
7. Which in fact is at odds with Archer's own position which the authors later quote, that the 'structures' at T1 are 'those "emergent or aggregate consequences of past actions" (Archer, 1995: 90)' (Coe and Jordhus-Lier, 2023: 540).

8. It is a precondition that workers *always* understand strategically. One of the provisions common in UFW contracts, as in most union contracts, was a 'no-strike' clause. By the terms of the contract, strikes could not be held during the life of the contract, only as it expired and a new contract was being negotiated. Yet, wildcat strikes frequently occurred on UFW farms. And UFW administrators, ranch committee officers and grievance committee members spent a lot of time cajoling striking workers back to work in hopes that growers would not use such strikes as an excuse for breaking the contract altogether. See, for example, the extensive documentation of such efforts in boxes 2 and 3 of the Joseph G. Brosmer Collection (hereafter Brosmer), California State University, Northridge, Special Collections & Archives (hereafter Northridge). For a specific example, see the report attached to Bloom to Counts, October 23, 1971, UFW I & R, Part 1, Box 20. File 26.
9. See, e.g., 'A Continuing Conversation with Cesar Chavez, 1971', p. 5, Mark Miller Archive, Farmworker Documentation Project, University of California, San Diego; <https://libraries.ucsd.edu/farmworker-movement> (hereafter FDP); Levy (2007).
10. Workers on the Freedman farms kept careful track of grievances as a means of understanding better what they thought it was important to change – or to raise anew – when contracts were renegotiated. Such a tactic was hardly unusual or original, but it is also one worth paying some analytical attention to, which, so far, at least, labour geographers have rarely done.
11. 'Power' here accords with what Wright (2000: 962) calls the working class's 'associational power', which is 'the various forms of power that result from the formation of collective organizations of workers'.
12. Histories of the rise of the United Farmworkers abound, but the best to analyse the movement in class terms is Majka and Majka (1982).
13. See also, Jerry Cohen, Gringo Justice, FDP.
14. A similar condition has also recently been diagnosed for sociology: Kippner and Flores (2024).
15. See, for example, Jerry Cohen's notes on the marathon negotiating sessions between the grape growers John Giumarra Jr. and Sr., Cesar Chavez and himself – stretching well into the small hours – as they pounded out language concerning a hiring hall and whether other crops (e.g. potatoes, oranges) would be covered as the Giumarras were being pressured to follow Freedman and sign with union. Notes, 25 July, 1970, Jerry Cohen (AC 1963) Papers, Amherst College Archives and Special Collections (hereafter Cohen), Box 17, file 1. Grievance meetings too could be impressively long, as attested to by the extensive series of memos written by Joseph Brosmer of the Agricultural Labor Relations Bureau of the San Joaquin Valley (discussed below) in the wake of his meetings with representatives from the union and D'Arrigo Farms, one of the most powerful growers in California during the 20th century. Brosmer, Box 2, Files 1-3.
16. Adair to Burciaga, 11 May, 1980, Adair, Box 2, File 5.
17. Contract Proposals, Adopted 5/7/80, Adair, Box 2, File 5. 'Cultural process' is the standard term used among growers and workers, and in contracts, to describe specific tasks related to the growing – the culturing – of crops: planting, thinning, irrigating, pruning, weeding, applying pesticides and fertilizers, etc.
18. The question of seniority and the employment of minors was not a new one. See the Brosmer memos, 30 June, 1971; 21 July 1971, Brosmer, Box 2, File 2.
19. See, e.g., Cohen notes, 25 July, 1970, Cohen, Box 17, File 1.
20. 'Deal' was the universally-used term across California for describing the seasonal harvesting, shipping and marketing of crops. Each year there was the 'grape deal', the 'canning tomato deal', the 'freestone peach deal' and so forth.
21. Brosmer notes on conversation with Kaprielian and Boolootian, 25 April 1972, Brosmer, Box 4, File 16.
22. Bosner notes, 25 April 1972.
23. Brosmer notes on meeting with Burciaga and Padilla, 2 May, 1972, Brosmer, Box 4, File 16.
24. For more on the ALBSJV, see McWilliams (1939), Daniel (1981), Majka and Majka (1982), Mitchell (1996).
25. Notes on meeting, 2 May, 1972.
26. Notes on meeting, 2 May, 1972.
27. Notes on conversation, 25 April, 1972, Brosmer, Box 4, File 16.
28. Notes on meeting with Padilla and Burciaga, 11 May, 1972, Brosmer, Box 4, File 16.
29. Notes on Conference with Herb Kaprielian, 31 May, 1972, Brosmer, Box 4, File 16.
30. Kaprielian to Brosmer, 2 June 1972, Brosmer, Box 4, File 16.

31. 'Economic Comparisons – Proposed Contract and Existing Kern District Type Contract', Brosmer, Box 4, File 15.
32. Just how challenging this task was is made clear in 'Definitions of Seniority' (1979), Cohen, Box 12, File 5 and 'Side Letter of Understanding between David Freedman Co. Inc., Travertine Associates, and United Farm Workers of America, AFL-CIO, Seniority', Adair, Box 2, File 6.
33. David Burciaga oral history, July 1, 1995, CSUN Special Collections and Archives, pp. 29–32.
34. The documentary record attests to these difficulties and how complex the whole question of hiring, especially in relation to seniority, could be. See, e.g., the notes and correspondence with labour management consultant David Smith in UFW Administration Department Records, Reuther Library, Part 3, Box 97, File 57.
35. Proposed Article 3: Hiring (1977), Adair, Box 2 File 7.
36. Bloom to Cooper, December 14, 1977, p. 6, Frank Del Olmo Collection (hereafter FDO), Northridge, Box 95, File 16.
37. Campaign to Cohen, January 31, 1978, FDO, Box 95, File 16.
38. Shire to Spears, March 16, 1977; Schwartz to Shire and Myerson, December 3, 1977; 'Application of the Farm Labor Contractors Registration Act to the United Farm Workers of America, AFL-CIO', March 14, 1978, all in FDO, Box 95, File 16.
39. Elisburg to Sisk, May 30, 1978; Clauss to Sisk, September 5, 1978 and September 15, 1978, all in FDO, Box 95, File 16; the rationale for the Secretary's decision is laid out as one of several options in Sugerman to Cohen, March 28, 1978, FDO, Box 95, File 16.
40. Synopsis and outcome of grievances, Adair, Box 3, File 2.
41. Collective Bargaining Agreement between David Freedman CO., Inc., Travertine Associates and United Farm Workers of America, AFL-CIO, June 10, 1977, Adair, Box 2, File 2.
42. Synopsis and outcome of grievances.
43. Synopsis and outcome of grievances.
44. Synopsis and outcome of grievances.
45. Files 1-16 of Box 3 in the Adair Collection are stuffed with grievance records just for the period covered by the 1977 contract, amounting to more than a hundred. The number and range of grievances at Freedman were probably on the low side. The UFW-related archival collections in the Reuther Library, includes dozens of cartons filled primarily or exclusively with grievances.
46. See for example, 'Interharvest Arbitrations Evaluation' (1977), Dolores Huerta Papers, Reuther Library, Box 26, File 1.
47. Adair to 'David and . . .', no date, Adair, Box 4, File 5.
48. ELDF Report, January 15, 1989, UFW Office of the President: Arturo Rodriguez Records, Reuther Library, Box 26, File 15.
49. In general, windrowing is the raking of hay or other vegetation in long rows to dry or made ready for baling or processing; in the lettuce harvest it entails throwing cut and discarded leaves into the space between rows in order to be collected and disposed of.
50. D'Arrigo Bros. Co.-UFWOC Grievance Meeting notes, September 7, 1971, Brosmer, Box 2, File 3.
51. D'Arrigo Bros. Co.-UFWOC Grievance Meeting notes, September 27, 1971, Brosmer, Box 2, File 3.
52. D'Arrigo Bros. Co.-UFWOC Grievance Meeting notes, October 4, 1971, Brosmer, Box 2, File 3.
53. D'Arrigo Bros. Co.-UFWOC Grievance Meeting notes, October 4, 1971.
54. Memo from Cesar Chavez, 'A New Approach to Contract Interpretation and Grievance Procedures', n.d., UFW I & R, Part 1, Box 7, file 15.

References

- Archer M (1995) *Realist Social Theory: The Morphogenetic Approach*. Cambridge: Cambridge University Press.
- Bacon D (1995) A knife in the heart. 4 October. Available at: <http://dbacon.igc.org/FarmWork/03knife.html> (accessed 2 July 2024).
- Bandura A (2006) Toward a psychology of human agency. *Perspectives on Psychological Science* 1(2): 164–180.
- Bardacke F (2012) *Trampling Out the Vintage: Cesar Chavez and the Two Souls of the United Farm Workers*. London: Verso.
- Clark G (2006 [1989]) *Unions and Cities Under Siege*. Cambridge: Cambridge University Press.

- Coe N and Jordhus-Lier D (2011) Constrained agency? Re-evaluating the geographies of labour. *Progress in Human Geography* 35: 211–233.
- Coe N and Jordhus-Lier D (2023) The multiple geographies of constrained labour agency. *Progress in Human Geography* 47: 533–554.
- Cozzens T (2015) Defeating the Devil's Arm: The victory over the short-handled hoe in California agriculture. *Agricultural History* 89: 494–512.
- Daniel C (1981) *Bitter Harvest: A History of California Farmworkers, 1870-1941*. Ithaca, NY: Cornell University Press.
- Galarza E (1977) *Farmworkers and Agri-Business in California, 1947-1960*. South Bend: Notre Dame University Press.
- Ganz M (2009) *Why David Sometimes Wins*. Oxford: Oxford University Press.
- Garcia M (2011) *From the Jaws of Victory: The Triumph and Tragedy of Cesar Chavez and the United Farm Workers Movement*. Berkeley, CA: University of California Press.
- Garcia M (2023) *Eli and the Octopus*. Cambridge, MA: Harvard University Press.
- Gordon J (2005) Law, lawyers, and labor: The United Farm Workers' legal strategy in the 1960s and 1970s and the role of law in union organizing today. *University of Pennsylvania Journal of Labor and Employment Law* 8(1): 1–72.
- Herod A (1992) *Towards a labor geography: The production of space and the politics of scale in the East Coast longshore industry, 1953-1990*. PhD Dissertation, Rutgers University.
- Herod A (ed.) (1998) *Organizing the Landscape: Geographical Perspectives on Labor Unionism*. New York, NY: Guilford.
- Herod A (2001) *Labor Geographies: Workers and the Landscapes of Capitalism*. New York, NY: Guilford.
- Herod A (ed.) (forthcoming) *Handbook of Labour Geography*. Cheltenham: Edward Elgar.
- Kelliher D (2023) Disruption and control: Contesting mobilities through the picket line. *Annals of the American Association of Geographers* 113: 2252–2268.
- Kippner G and Flores L (2024) Toward a sociology of contract. *Journal of Law and Political Economy* 4(2): 779–819.
- Krissman F (1995) The farm labor contractors: Processing Mexican-origin farm labor for California agribusiness. *Agriculture and Human Values* 12: 18–46.
- Levy J (2007) *Cesar Chavez: Autobiography of La Causa*. Minneapolis, MN: University of Minnesota Press.
- London J and Anderson H (1970) *So Shall You Reap: The Story of Cesar Chavez and the Farm Workers Movement*. New York, NY: Thomas Y. Crowell.
- McWilliams C (1939) *Factories in the Field*. Boston: Little, Brown.
- Majka L and Majka T (1982) *Farm Workers, Agribusiness and the State*. Philadelphia, PA: Temple University Press.
- Meister D and Loftis A (1977) *A Long Time Coming: The Struggle to Unionize America's Farmworkers*. New York, NY: Macmillan.
- Mitchell D (1996) *The Lie of the Land: Migrant Workers and the California Landscape*. Minneapolis, MN: University of Minnesota Press.
- Mitchell D (2012) *They Saved the Crops: Labor, Landscape, and the Struggle Over Industrial Farming in Bracero-Era California*. Athens, GA: University of Georgia Press.
- Mitchell D (2023) Taylorism comes to the fields: Labor control, labor supply, labor process and the twilight of Fordism in California agribusiness. *Economic Geography* 99: 341–362.
- Moody K (1988) *An Injury to All: The Decline of American Unionism*. Chicago, IL: Haymarket.
- Mullings B (2021) Caliban, social reproduction and our future yet to come. *Geoforum* 118: 150–158.
- Pawels M (2009) *The Union of Their Dreams: Power, Hope, and Struggle in Cesar Chavez's United Farm Workers Movement*. London: Bloomsbury.
- Peck J (2018) Pluralizing labour geography. In: Clark GL, Feldman MA, Gertler MS, et al. (eds) *The New Oxford Handbook of Economic Geography*. Oxford: Oxford University Press, pp.465–484.
- Smith C and Thompson P (2024) Braverman and *Labor and Monopoly Capital*: A retrospective. *Contributions to Political Economy*. Epub ahead of print 29 May 2024. DOI: 10.1093/cpe/bzae007.
- Strauss K (2018) Labour geography I: Towards a geography of precarity? *Progress in Human Geography* 42: 622–630.

- Strauss K (2019) Contract. In: Antipode Editorial Collective (ed.) *Keywords in Radical Geography*. Oxford: Wiley-Blackwell, pp.64–67.
- Strauss K (2020a) Labour geography II: Being, knowledge and agency. *Progress in Human Geography* 44: 150–159.
- Strauss K (2020b) Labour geography III: Precarity, racial capitalisms and infrastructure. *Progress in Human Geography* 44: 1212–1224.
- Terry W (2009) Working on the water: On legal space and seafarer protection in the cruise industry. *Economic Geography* 85: 463–482.
- Wells K, Attoh K and Cullen D (2021) “Just-in-Place” labor: Driver organizing in the Uber workplace. *Environment and Planning A: Economy and Space* 53: 315–331.
- Wells M and Villarejo D (2004) State structures and social movement strategies: The shaping of farm labor protections in California. *Politics & Society* 32: 291–326
- Werner M (2016) *Global Displacements: The Making of Uneven Development in the Caribbean*. Oxford: Wiley-Blackwell.
- Wright EO (2000) Working-class power, capitalist-class interest, and class compromise. *American Journal of Sociology* 105: 957–1002.