PROTECTING FARM WORKERS' RIGHTS: THE BROAD CONSTRUCTION OF THE MIGRANT AND SEASONAL AGRICULTURAL WORKER PROTECTION ACT IN *CHAVEZ V. RICELAND FOODS, INC.*

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I. INTRODUCTION

According to the United States Department of Labor, in 2006 there were approximately 859,000 agricultural workers in this country.[1] These agricultural workers are extremely important to our economy and it is necessary to ensure that their rights are protected. To accomplish this goal, Congress enacted the Migrant and Seasonal Agricultural Worker Protection Act (hereinafter "the AWPA").[2] The AWPA replaced the former Farm Labor Contractor Registration Act (hereinafter "the FLCRA") and serves many of the same purposes as its predecessor, including setting various standards relating to wages, housing, transportation, mandatory disclosures, and record-keeping for the farms and businesses employing these workers.[3] Today, one of the most difficult issues in interpreting the AWPA is determining which jobs are considered agricultural employment and thus subject to the provisions of the Act.

In *Chavez v. Riceland Foods, Inc.*, an employment case brought under the AWPA, the District Court for the Western District of Texas broadly construed the term "agricultural employment" to include "all work completed prior to final placement with an agricultural commodity."[4] The Court granted summary judgment to the Plaintiff, Jesus Chavez, finding that the work performed by Chavez was classified as "agricultural employment" under the AWPA.[5] This Comment analyzes issues surrounding the employment of migrant and seasonal agricultural workers and the effect that the Court's construction of the AWPA has on these employees.

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[1] BUREAU OF LABOR STATISTICS, U.S. DEP'T OF LABOR, OCCUPATIONAL OUTLOOK HANDBOOK: AGRICULTURAL WORKERS 3 (2008), http://www.bls.gov/oco/pdf/ocos285.pdf.

[2] 29 U.S.C. § 1801 (2006).

[3] 29 U.S.C. §§ 1801, 1811–15, 1821–23, 1831–32, 1841–44 (2006).

[4] Chavez v. Riceland Foods, Inc., 475 F. Supp. 2d 617, 622 (W.D. Tex. 2007).

[5] *Id.* at 622–23.

Section II of this Comment analyzes the provisions of the AWPA that were in question in *Chavez*. Section III discusses the background of the case, including Mr. Chavez's employment and the procedural history involved. Section IV considers the claims and arguments of both parties and the Court's discussion of these issues, as well as its final holding. Section V considers the implications of the Court's holding and potential changes in the rights of migrant and seasonal agricultural workers.

II. LEGAL BACKGROUND

A. Farm Labor Contractor Registration Act (FLCRA)

The Farm Labor Contractor Registration Act was the predecessor to the AWPA.[6] Congress enacted the FLCRA in 1963 "in an attempt to alleviate the widespread suffering of farmworkers by regulating farm labor contractors."[7] However, the FLCRA proved to be unsuccessful in achieving this goal and in 1974 was amended in an attempt to solve the problem.[8] The amended statute created a private cause of action for farmworkers and expanded the definition of "farm labor contractor."[9]

The amended FLCRA was also unsuccessful in remedying the situation and Congress repealed the Act, replacing it with the AWPA.[10] Although the two acts were similar in many respects, the AWPA provided greater protection for farmworkers by assigning liability to the agricultural employers instead of placing nearly all the fault for a violation on the farm labor contractor.[11] Congress hoped the new Act would clearly establish the duties that employers owed to agricultural workers and thus increase the benefits and protections that the workers would receive.[12]

B. Farm Migrant and Seasonal Agricultural Worker Protection Act (AWPA)

The purpose of the AWPA is "to remove the restraints on commerce caused by activities detrimental to migrant and seasonal agricultural workers; to require farm labor contractors to register under this chapter; and to assure necessary protections for migrant and seasonal agricultural workers, agricultural associations, and agricultural

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[6] *Id.* at 621.
[7] Torres-Lopez v. May, 111 F.3d 633, 639 (9th Cir. 1997).
[8] *Id.*
[9] *Id.*
[10] *Id.*
[11] *Id.*
[12] *Id.*

employers."[13] The Act also includes provisions regarding safety, appropriate housing conditions to be provided to migrant and seasonal workers, wages, transportation, and various record-keeping requirements imposed on agricultural employers.[14]

An employer will be subject to the provisions of the AWPA, and the seasonal or migrant employee protected, only if the employee is engaged in agricultural employment.[15] Several courts, including the Western District of Texas in *Chavez*, have addressed the question of what type of work qualifies as "agricultural employment."[16] Although the AWPA provides definitions for "agricultural employment" and "agricultural employer," there is still confusion about which activities are afforded protection under the Act, especially in light of prior conflicting judicial decisions made under the FLCRA.[17]

> According to the AWPA, "agricultural employment" is defined as: employment in any service or activity included within the provisions of the section 3(f) of the Fair Labor Standards Act of 1938 (29 U.S.C. 203(f), or section 3121(g) of Title 26 and the handling, planting, drying, packing, packaging, processing, freezing, or grading prior to delivery for storage of any agricultural or horticultural commodity in its unmanufactured state.[18]

Furthermore, the Act identifies an "agricultural employer" as "any person who owns or operates a farm, ranch, processing establishment, cannery, gin, packing shed or nursery, or who produces or conditions seed, and who either recruits, solicits, hires, employs, furnishes, or transports any migrant or seasonal agricultural worker."[19]

The AWPA also defines which employees qualify as "migrant agricultural workers" and "seasonal agricultural workers." Notwithstanding a few exceptions provided for in the Act, a "migrant agricultural worker" includes any "individual who is employed in agricultural employment of a

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[13] 29 U.S.C. § 1801 (2006).

[14] 29 U.S.C. §§ 1801, 1811–15, 1821–23, 1831–32, 1841–44 (2006).

[15] *Id.*

[16] Chavez v. Riceland Foods, Inc., 475 F. Supp. 2d 617, 622 (W.D. Tex. 2007).

[17] *See generally* Stewart v. James, 519 F. Supp. 315, 321 (E.D.N.Y. 1981) (finding that a person driving vehicles which transported citrus workers was not engaged in "agricultural employment" according to the FLCRA, the predecessor of the AWPA); Samuel v. Donovan, 512 F. Supp. 375, 378–79 (M.D.N.C. 1981) (holding that employees of tobacco haulers' whose activities included moving piles of leaf tobacco after purchase from the auction warehouse floor to loading docks or bays were not afforded protection under the FLCRA).

[18] 29 U.S.C. § 1802(3) (2006).

[19] 29 U.S.C. § 1802(2) (2006).

seasonal or other temporary nature, and who is required to be absent overnight from his permanent place of residence."[20] A "seasonal agricultural worker" is defined as:

> an individual who is employed in agricultural employment of a seasonal or other temporary nature and is not required to be absent overnight from his permanent place of residence—
>
> (i) when employed on a farm or ranch performing field work related to planting, cultivating, or harvesting operations; or
>
> (ii) when employed in canning, packing, ginning, seed conditioning or related research, or processing operations, and transported, or caused to be transported, to or from the place of employment by means of a day-haul operation.[21]

Despite the definitions provided in the AWPA, issues such as those in *Chavez* often arise, and the courts are then called upon to determine if an agricultural employee is engaged in "agricultural employment" and therefore protected under the AWPA.

III. CASE HISTORY

In the summer of 2003, Jesus Chavez was recruited to work by Victor Carzoli at the Defendant's, Riceland Foods Inc. (hereinafter Riceland), dryer and storage facility.[22] Carzoli was a labor recruiter who had a contract with the Defendant to secure seasonal workers for the facility.[23] The Defendant is an agricultural cooperative association whose primary business is "the receiving, drying, storing, milling and marketing rice worldwide."[24] Riceland itself does not engage in any farming, but receives the raw unprocessed rice from farmers after it is harvested elsewhere.[25] Once at the facility, the rice is cleaned and dried before being transported to another facility where it is milled and prepared for human consumption.[26]

In order to understand the Plaintiff's employment responsibilities, it is necessary to have a basic understanding of what happens to the rice at the

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[20] 29 U.S.C. § 1802(8)(A) (2006).
[21] 29 U.S.C. § 1802(10)(A) (2006).
[22] Chavez v. Riceland Foods, Inc., 475 F. Supp. 2d 617, 619 (W.D. Tex. 2007).
[23] *Id.*
[24] *Id.*
[25] *Id.*
[26] *Id.*

Defendant's facility. While at the facility, the rice goes through several different processes. First, the trucks that transport the rice to the facility dump it onto a platform and then it is moved on a conveyor belt system.[27] Next, it is put into storage bins for cleaning and is then transferred by a second conveyor belt system to another bin for the drying process.[28] After a five-to-six day drying process, the rice is either stored in concrete silos to be delivered to the next facility or stored in large metal containers for an indefinite period of time.[29]

Chavez had several duties at the facility including "general labor duties of mowing grass on the property, sweeping and scooping grain, cleaning empty grain bins, opening and closing truck tailgates during the transportation of the harvested rice to the facility, and general plant cleaning and sanitation."[30] While not actually involved in the drying process, Chavez was in charge of going into the rice storage containers and cleaning them out before the start of the drying season.[31]

Chavez brought this action on April 4, 2005, alleging that the Defendant violated his rights under the AWPA and for breach of contract.[32] The Court granted the Plaintiff's Motion for Partial Dismissal which dismissed with prejudice all but six claims under the AWPA, as well as dismissing the co-defendant Victor Carzoli.[33]

IV. THE ANALYSIS OF THE DISTRICT COURT

A. Claims and Arguments

In order for the Defendant to be subject to the provisions of the AWPA, the Court had to find that the work the Plaintiff performed at the Defendant's facility was a form of "agricultural employment."[34] The Plaintiff argued that he was protected by the AWPA because his work took place before the rice was stored and therefore qualified as "agricultural employment."[35] The Defendant argued that it was not an "agricultural employer" and that the Plaintiff's work was not "agricultural employment" because his job only involved duties that were performed after the rice was delivered to the storage facility.[36] According to the Court, determining

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[27] *Id.*
[28] *Id.*
[29] *Id.*
[30] *Id.*
[31] *Id.*
[32] *Id.* at 619–20.
[33] *Id.* at 620, 620 n.5.
[34] *See id.* at 620–21.
[35] *Id.* at 621.
[36] *Id.*

whether the Plaintiff engaged in "agricultural employment" turned on definitions found in the AWPA.[37]

B. Holding

The main issue addressed was whether the work performed by the Plaintiff at the Defendant's facility was classified as "agricultural employment," thereby subjecting the Defendant to the AWPA provisions.[38] Ultimately, the Court held that the Defendant was subject to the AWPA because Chavez "performed his duties prior, during and after the rice drying process" which constituted "agricultural employment" and entitled him to protection under the statute.[39] In making this determination, the Court analyzed the definitions located in the AWPA, the history of the AWPA, and how similar issues were decided by other courts.

(1) Definitions in the AWPA

The first issue the Court addressed was whether the Plaintiff's actions fit within the definitions supplied by the AWPA, affording him the protection of the Act. The Court found the Defendant clearly fits within the definition of an "agricultural employer" since it operated the facility in question and "either recruits, solicits, hires, employs, furnishes, or transports any migrant or seasonal agricultural worker."[40] Additionally, the AWPA defines "agricultural employment" as including "the handling, planting, drying, packing, packaging, processing, freezing, or grading prior to delivery for storage of any agricultural or horticultural commodity in its unmanufactured state."[41] For guidance in further interpreting the definition of "agricultural employment," the Court looked to the history of the AWPA and decisions of other courts.

(2) History of the AWPA & Rulings of Other Courts

First, the Court looked to the history of the AWPA and found that Congress intended a broad reading of the statute, having expanded the AWPA through several amendments that allowed it to apply "to a broader range of employers and workers."[42] Additionally, the Court found that

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[37] *Id.*
[38] *See id.* at 620–21.
[39] *Id.* at 622.
[40] 29 U.S.C. § 1802(2) (2006); *See Chavez*, 475 F. Supp. 2d at 617–23.
[41] 29 U.S.C. § 1802(3) (2006).
[42] *Chavez*, 475 F. Supp. 2d at 621.

other courts broadly construed the AWPA and its predecessor, FLCRA. The Court explained that "there was no intervening storage of the rice between the time that the Plaintiff lifted the gates for initial processing and when he scooped up the rice for the drying process" and all work done before "final placement" of the commodity is agricultural work.[43]

Next, the Court looked to other jurisdictions' handling of the issue. The Court in *Soliz v. Plunkett* held that "[b]road construction of the Act 'comports with the Act's humanitarian purpose to protect all those hired . . . to toil in our nation's fields.'"[44] In *Almendarez v. Barret-Fisher Co.*, the Fifth Circuit held that "agricultural employment" included "'all aspects of commerce in agriculture, including . . . other processing of agricultural or horticultural products in an unmanufactured state.'"[45] A Seventh Circuit case, *De La Fuente v. Stokely-Van Camp, Inc.*, presented nearly identical arguments to those in *Chavez*, shedding additional light on the issue.[46]

In *De La Fuente*, the Defendants argued that they were not subject to AWPA regulations because they "protect only work involving agricultural products prior to their delivery in an unmanufactured state."[47] Finding that the Defendant's argument was "overly restrictive,"[48] the Court held that "the decisive factor was not the point of delivery, rather the point at which the commodity was actually stored."[49] The *Chavez* Court, applying this reasoning, decided that once the unprocessed rice was put into storage prior to entry into the market, any processing that followed was not covered by the AWPA.[50] However, since Chavez was involved in work that was done before, during, and after the rice went through the drying process and was stored, his actions were covered by the statute.[51] The Court found that "the threshold in the case is the physical point at which the harvested rice was placed in either the concrete silos or the metal containers for final storage. All work completed prior to that final placement with an agricultural commodity constitutes 'agricultural employment.'"[52]

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[43] *Id.* at 622.

[44] Soliz v. Plunkett, 615 F.2d 272, 275–76 (5th Cir. 1980) (quoting Usery v. Coastal Growers Ass'n, 418 F.Supp. 99, 101 (C.D. Cal.1976)).

[45] Almendarez v. Barrett-Fisher Co., 762 F.2d 1275, 1281–82 (5th Cir. 1985) (quoting S. REP. NO. 93-1295 (1974), *reprinted in* 1974 U.S.C.C.A.N. 6441, 6448).

[46] De La Fuente v. Stokely-Van Camp, Inc., 713 F.2d 225 (7th Cir. 1983).

[47] *Id.* at 236.

[48] *Id.*

[49] Chavez v. Riceland Foods, Inc., 475 F. Supp. 2d 617, 622 (W.D. Tex. 2007).

[50] *Id.*

[51] *Id.*

[52] *Id.*

V. IMPLICATIONS

Migrant and seasonal agricultural workers are essential to the agricultural industry in the United States. Despite their value, these employees are often subject to discrimination and abusive workplace conditions. It is clear that both Congress and the courts have sought to protect this class of workers through amendments to the AWPA and the broad statutory construction rendered in several jurisdictions.

In *Chavez v. Riceland Foods, Inc.*, the Court firmly reiterated the idea that migrant and seasonal workers are entitled to expansive protection under the law. Congress had problems with the enforcement of FLCRA and prior versions of the AWPA. For this reason it is critical that courts emphasize the liberal reading that is now given to the AWPA. The decision in *Chavez* will likely lead other courts to see the AWPA as a powerful tool that can be used to erase abusive practices currently present in agricultural employment. By establishing that the statute covers all work completed by agricultural employees prior to the final placement of a commodity, the *Chavez* Court set an important precedent which will allow many previously unprotected workers to be covered under the provisions of the Act.

Due to the Court's broad reading of the AWPA, agricultural employers will now find it necessary to comply with the statute's strict regulations. This means that employers will have to provide adequate and safe housing to employees, pay appropriate wages, provide transportation for employees and insurance coverage for that transportation and provide various other protections to ensure the health and safety of the workers.[53] Since employers now realize that the provisions of the AWPA will be strongly enforced by the court system, they will have a greater economic incentive, as well as a general moral obligation, to provide those benefits to their workers. The *Chavez* decision will help improve the quality of life for migrant and seasonal agricultural workers by setting an important precedent in the courts that the AWPA is to be liberally construed in order to better protect "agricultural employees."

VI. CONCLUSION

In *Chavez v. Riceland Foods Inc.*, the Court broadly construed the Migrant and Seasonal Agricultural Worker Protection Act to encompass a wide range of activities performed by migrant and seasonal workers. The Western District of Texas found that the work Chavez performed at Riceland's facility fell within the definition of "agricultural employment."

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[53] 29 U.S.C. §§ 1801, 1811–15, 1821–23, 1831–32, 1841–44 (2006).

This decision may have vast implications in the agriculture industry as employers of migrant and seasonal workers recognize that the AWPA, and similar protective laws, will be broadly construed by the courts. This broad interpretation of the statute is likely to enhance the protections and benefits that migrant and seasonal agricultural workers receive from their employers.