CMSA
CALIFORNIA MOVING & STORAGE ASSOCIATION
MOVING CALIFORNIA SINCE 1918

Date: May 1, 2020

To: Whom It May Concern

SUBJECT: FAQ Sheet-Your Right to Choose

Dear Sir or Madam:

This bulletin and FAQ sheet is issued by the California Moving & Storage Association ("CMSA") to educate movers, building managers and tenants regarding a tenant's right to select the mover of its choice. CMSA has been advised that recently, and on multiple occasions, building tenants preparing for a move have been informed by building management or union representatives that a tenant may only engage moving companies that employ union members. That assertion is 100% incorrect. A tenant has the absolute right to select any qualified mover, irrespective of whether the moving company employs union labor or not. In fact, under federal law it is illegal for a union and a building owner, or its managing agent, to make an agreement to force building tenants to use only companies that employ union labor for moving or furniture installation services.

To illustrate the problem being faced, here is a typical scenario:

> Your company's lease is about to expire or you have signed a new lease with a building. You are in the process of planning and scheduling your move-out/move-in when you are informed by a building or union representative (sometimes even in a meeting where both are present) that you must use a "union" contractor for your move. Then they give you a list of approved union contractors. As part of this illegal manipulation, you may be told that you "must" use union labor because "it's in your lease." However, typically the reference to the lease provision is intentionally vague and no specific provision is identified. You feel pressured to agree to their demand on-the-spot.

When confronted with the above-described scenario, please inform CMSA and consult the following FAQs that describe your rights and provide a suggested action plan.

Does my Company have the right to select any mover its wants?

Absolutely! Your right is protected by law and the building manager and/or the union who try to force you to use a "union" mover are violating a federal law known as the National Labor Relations Act (NLRA). The National Labor Relations Board (NLRB) administers this law and has offices throughout the country, including offices in San Francisco and Oakland. Your local approved CMSA member mover is available to provide guidance and support and can direct you to additional resources if necessary.

10900 E. 183rd Street / Suite 300 / Cerritos, CA 90703
Ph: (562) 865-2900 / (800) 672-1415 (CA only) / FAX: (562) 865-2944
www.thecmsa.org

What if they say that my lease requires that my company use a Union mover?

Be skeptical and ask for proof. A building manager or union representative may tell you that your lease requires it but, in most cases, they will fail to tell you where to find such language in the actual lease. Be sure to ask that person to locate the actual clause in the lease requiring use of a union contractor. In addition, even if the building claims that you must use a contractor who employs "union" labor under the building's agreement with the Union, demand to see a copy of the alleged written agreement and request a copy.

What if the lease actually does require that my company use a Union Mover?

It does not matter. A provision in a lease that requires a tenant to use only Union movers is illegal and unenforceable if that lease provision is a result of a contract or agreement, express or implied, between the landlord and the union.

What can I do in response to a demand that I use a "union" mover?

1. Inform the building or union representative that you intend to select the best mover for your needs. Hopefully that will put an end to the demand. Be sure to ask for a business card from the person making the illegal demand for later identification purposes.

2. If #1 fails, then ask the building or union representative making the demand to put the demand in writing (e.g., email, letter, fax etc) to document the threat.

3. If they persist after #1 or #2, tell them that you know what they are demanding is illegal under the NLRA and that you will be filing a section 8(e) charge with the NLRB.

Is there anything a landlord can do if a Union threatens to picket the landlord if it does not require its tenants to use Union movers?

This is a classic example of a secondary boycott that is prohibited by the NLRA. The landlord can file charges with the NLRB who can obtain a federal court injunction against any future threats. If the Union actually engages in picketing for this unlawful purpose, the landlord can bring an action in federal court for its damages.

How do I contact the NLRB?

San Francisco Office:	**Oakland Office:**
901 Market Street, Suite 400	Oakland Federal Building
San Francisco, CA 94103-1735	1301 Clay Street, Room 300-N
Hours of Operation: 8:30 am - 5:00 pm	Oakland, CA 94612-5211
TEL: 415-356-5130	Hours of Operation: 8:30 am - 5:00 pm
FAX: 415-356-5156	TEL: 510-637-3300
	FAX: 510-637-3315

The CMSA endorses no moving company and neither approves or disapproves of any company based on union affiliation. The CMSA supports fair competition among legal movers of all types. This bulletin and FAQ sheet is provided by the CMSA to educate movers, building managers and tenants regarding a tenant's rights. However, the information discussed is general in nature and is not intended to be legal advice. Factual circumstances in individual cases may vary. For specific legal advice, consult your attorney.

We hope that this bulletin and FAQ is helpful to your business.