Mr. HARRIS. I am afraid, Congressman, that I can't. They seem to me too lacking in concrete content to have any clearly foreseeable significance.

There was a provision somewhat like this in the 1963 statute. It provided, "The arbitration board shall incorporate in such decision any matters on which it finds the parties were in agreement, shall resolve the matters on which the parties were not in agreement, and shall, in making its award, give due consideration to those matters on which the parties were in tentative agreement."

In its attack in the courts on the 1963 award, the unions said that the arbitration board had violated the provision of the statute about incorporating in its decision matters o which the parties were in agreement prior to the legislation.

However, the court said that these were just words and not a legally binding standard and dismissed the unions' contention. I find these four standards to be similar.

It seems to me that they are just window dressing, just words. They don't really mean anything.

Mr. SPRINGER. Now, if we go to section 3 on page 3, I will not read that because I am sure you are acquainted with it, but is it your understanding that this would bind them to the Special Mediation Panel, its report to the President of April 22, 1967, in the same language that you just read from the 1963 act?

Mr. HARRIS. It seems to me comparable to the 1963 act in that respect. Let us suppose, as we hope would not be the case, that the Special Board under this came down with a determination which someone contended did not incorporate the proposal of the Special Mediation Panel.

I don't think anyone can get relief in court on such a claim, because the Board can make such modifications as it finds to be necessary in the public interest. That surely is wide open.

The second standard is to achieve a fair and equitable extension of the collective bargaining in this case. We, of course, think that compulsory arbitration is the very negation of collective bargaining. So we are quite at a loss as to how a determination, which is to be legally binding, is going to achieve an extension of collective bargaining.

To us, this is just some more of this business of saying that this is mediation to finality. It is just an attempt to put some clothes on this body to make it look a little prettier.

Mr. SPRINGER. Now may I ask you, pursuant to section 5 on page 4, this question: I don't remember any provision such as this in any legislation before where, in effect, the Board renders a determination and then you mediate for another 30 days.

Do you ever remember any suggested legislation such as that?

Mr. HARRIS. No, I don't.

Mr. SPRINGER. I have been trying to understand what Senator Morse is talking about. He uses the language, as I understand it, beginning at this point at the end of 60 days when a determination has been rendered, that you continue to mediate during those 30 days.

Do you understand that is what he means also?

Mr. HARRIS. Yes, Congressman, I do.

Mr. SPRINGER. I think this is a practical question, but I want to ask it: Based on your experience in this field, do you think it likely that there would be any mediation for that last 30-day period?