I put exhibit B and exhibit C in to give you a flavor of the kind of detail that this contract provided for regarding what might have been unfair labor practices if there had been coverage under the act. When, for example, if at all, should an organizer get to go into a bunkhouse and disturb four out of eight people who don't want to join the union?

You will see that the document provides a procedure for resolving complaints which under existing law might have been unfair labor practices; cessation of all strike and boycott activities; full cooperation by the company, and an election to be administered by the American Arbitration Association.

A unique provision accepted by all of the concerned parties, and which went far beyond what is required by existing law in covered industry, is set forth in item 21 of exhibit A.

Now, this clause was quite unique. It recognized that one could set up an NLRB-type procedure, and still have problems after the certification of an appropriate bargaining unit. Absent agreement on a contract, DiGiorgio could still be expected to have a problem of a strike and boycott.

A strike at that point in time was an unpleasant alternative to both DiGiorgio and the farmworkers.

They, therefore, agreed to a procedure whereby they would not have a strike. They agreed they would arbitrate their contract right through to a completion, if necessary. This gimmick, if you will, that is in exhibit A, item 21, guaranteed continuity of production of grapes and the payment of wages after the election and through a contract.

I will quote item 21:

In the event there is a union selected in an appropriate collective bargaining unit, negotiations leading to a collective bargaining agreement shall commence immediately, . . .

That is the "negotiation-in-good-faith" aspect of the NLRA.

. . . and will continue for a period of 45 days after the date of certifications by the undersigned.

Actually, Mr. Kagel and I both signed the certification.

If two unions are certified a common expiration date for the first contract is a "must" in order to ensure stable collective bargaining relationships at the end of the 45-day period.

You see, there was a shed unit here and a farm unit. However, we were insuring that there would not be "whipsawing" between the two units, by providing for the common expiration date.

Unless the time is extended by mutual agreement, all remaining differences shall be submitted to final and binding arbitration before Mr. Sam Kagel of San Francisco, and Mr. Ronald Haughton of Detroit.

The Award of the arbitrators shall be retroactive to the date of certification.

Mr. Kagel and I referred to this clause as a "taxi meter." The people there knew that they would not lose by the passage of time, and the company had the pressure of knowing that the taxi meter on retroactivity was ticking.

It goes without saying that a union which might not be successful in the election—

and we figured one might lose—

is barred from obtaining another election for the one-year period now recognized in covered industry by the NLRB, and is also barred in accordance with estab-