

lished Labor Relations Law. For a like period of one year from boycotting or engaging in similar economic activity resigned to force recognition without an election.

There was, thus, established a total procedure which guaranteed continuity of production through the final acceptance of a full collective bargaining contract. Further, a union which might have been unsuccessful in the election is barred for a period of 1 year from boycotting or engaging in similar economic activity designed to force recognition without an election. These binding arrangements, of course, could not have been made without the full commitment of the two unions and the company.

The professional can see that throughout there was a heavy reliance upon the tried and tested procedures of the NLRB as established by statute and by case law. I can say without reservation that the July 14 document could not have been put together, and could not have been effectively administered if it had not been for the fact, in the main, the way had already been charted by the work of the NLRB in administering the NLRA over the years.

Here, with the permission of the parties, I was able to obtain valuable advice from the regional directors and staff of the Board in Detroit and San Francisco. I mention this not only because I am grateful, and these people were tremendously helpful, but because it relates to my conviction, from solid experience, that the National Labor Relations Act, as it has been interpreted and administered, is quite susceptible to application to the farm industry.

I am not alone in this opinion. The affirmative position of the AFL-CIO on this point is so well known that I simply need to refer to it. I don't know it specifically, but I can't conceive of their not supporting the bill, Congressman O'Hara.

The formal position of the DiGiorgio Corp., largest of the growers in the Delano, Calif., area, is worth repeating. In his July 20, 1966, testimony before the Fact-finding Commission on Agriculture of the California State Senate, Robert DiGiorgio, president of the firm, told the committee—

Now, before I quote this July 20, 1966, statement, I would like to point out something which is very significant. It was 6 days after Mr. DiGiorgio signed the July 14 charter which set up his own private NLRA. So he knew whereof he spoke when he made this statement:

Speaking strictly for the DiGiorgio Corp., I believe that the greatest single need of both growers and workers is for the legal procedures allowing workers, if they desire to, to choose whether or not they wish to be represented by a union, and, if so, what union. It is my belief that procedures should be established that would create a counterpart of the NLRB in dealing with farm labor disputes in California.

Without trying to give any impression that there is an industry consensus on the stated DiGiorgio position—and I have met some growers in California who don't like this idea, and it would be unfair to them if I ignored them completely, but I assume they will have an opportunity to testify before your committee—there are at least two other farm labor contracts currently in existence in California, with another company having recently agreed to an election.

J. B. Quinn, master of the California Grange, was reported in the Los Angeles Times for July 21, 1966, as having urged to the California State Senate Committee that "a system of compulsory arbi-