

What we did was put the whole award together, and then we just visualized a book which is just the same as any other first-class company and union collective-bargaining arrangement would have.

Exhibit G is the arbitrators' summary of the provisions of the collective-bargaining agreement settled directly by the parties and of the awards. It was read to the parties jointly by Mr. Kagel and me in San Francisco.

We laid it out so there was no question as to what was in the document. At this point, I want to pay particular tribute to the work of Mr. Sam Kagel, the San Francisco attorney, arbitrator, and professor of law at the University of California. He was coarbitrator of the award, and was a close adviser during the entire proceedings. His great experience and judgment were essential to the final product.

I can report that the contract in its final negotiated and arbitrated form has been well received. Mr. George Meany, president of the AFL-CIO, was reported in the New York Times of April 4, 1967, as "acclaiming" the pact. He said that the contract would point the way to new gains for farmworkers throughout the country.

In the same article Mr. J. Max O'Neill, president of the DiGiorgio Fruit Corp., which operates farms for the parent corporation, was reported as saying that the new agreement "will, in all likelihood, establish procedures for collective-bargaining agreements in California and other agricultural States." A company announcement quoted in the San Francisco Examiner for April 2, 1967, the day after we issued our award, said: "DiGiorgio Fruit Corporation accepts with satisfaction the judgment of the arbitrators."

The contract is now being administered just as would be expected in the case of any long-established agreement. The grievance procedure is operative, and Mr. Kagel, mutually agreed-upon arbitrator, informs me that several grievances are scheduled for hearings.

In conclusion, and on the basis of my experience in California during the past year, I repeat that I favor the extension of the jurisdiction of the National Labor Relations Act to cover agricultural labor. Existing National Labor Relations Board case law and procedures are flexible enough that Board personnel could be assigned to this kind of work with a minimum of difficulty.

Thank you very much, Mr. Chairman.

(The documents accompanying the statement follow:)

EXHIBIT A

AMERICAN ARBITRATION ASSOCIATION,

San Francisco, Calif., July 14, 1966.

HON. EDMUND G. BROWN,
Governor of California,
Sacramento, Calif.

DEAR GOVERNOR BROWN: I have the honor to enclose herewith six (6) copies of my Report and Recommendations regarding the matter of the Di Giorgio Corporation, Borrego Springs and Delano, California Properties, the National Farm Workers Association, the Agricultural Workers Organizing Committee and the International Brotherhood of Teamsters.

The Parties have not heretofore seen copies of the document in its final form. However, to facilitate discussion, and in an effort to narrow the issues, draft copies were provided to them on July 7 and 12, respectively.

I sincerely believe that the attached Recommendations are fair and equitable to all concerned, and should be accepted by them. Otherwise there could be a continuation of a situation which would be contrary to the good of the State of California.