

ployees will express free choice by secret ballot without restraint, interference, or coercion, before the election and during such election, as to their preference of a collective bargaining representative.

2. *Campaign Rules.* Union representatives shall have access to corporate properties during nonworking hours in order to meet with eligible employees. This right shall be exercised in accordance with the campaign rules already in effect at Arvin. They are attached hereto as Appendix "A."

3. *Company to Supply List of Eligible Voters.* The Di Giorgio Corporation shall supply to the concerned employee organizations and to the designated representative of the undersigned from payroll and/or personnel records, names and addresses of employees eligible to vote in the election. Such list is to be supplied at Arvin within five days of the date of this agreement.

4. *Issuance of Notice of Election and Sample Ballot.* The Notice of Election and sample official secret ballots will be supplied at least five days prior to the election at Arvin.

5. *Appointment of Observers.* As a part of the procedure to assure that a fair and orderly election will be conducted, each party on a ballot shall have the right to appoint two observers at each election site. Such observers for Company and Union shall be nonsupervisory employees. No member of supervision or nonemployee union representative shall be permitted in the proximity of the polling places during election hours.

6. *Challenged Ballots.* If a person desiring to cast a vote is challenged, such individual shall vote, but his or her vote shall be placed in a separate envelope with the voter's name and address entered thereon. Thereafter, the Conciliation Service, after hearing evidence relating to such challenge, shall make a final and binding decision as to whether the vote shall be counted or not.

7. *Employees Ineligible to Vote.* Supervisory employees who have the right to hire and fire employees or to effectively recommend hiring and firing are ineligible to vote and shall be excluded from any resulting collective bargaining unit. Similarly, there shall be excluded office clerical employees.

8. *Eligible Voters.* Any otherwise eligible employees who were on the payroll at Arvin during the period October 18, 1966, to October 26, 1966, shall have the right to vote.

9. *Certification of a Collective Bargaining Representative.* After the votes have been counted by the California State Conciliation Service, it will certify the results and the collective bargaining representative, if any.

10. *Continuing Jurisdiction of Undersigned.* Working in cooperation with the California State Conciliation Service the undersigned will retain continuing jurisdiction over the conduct of the representation elections and circumstances relating thereto as they may occur prior to such elections and at the time thereof.

11. *Resident Representative and Complaint Handling.* For the purpose of receiving complaints, the parties shall select a resident representative to be assigned to the property for periods prior to the elections. Complaints and questions directed to such resident representative will be answered or decided promptly by Messrs. Haughton and Kagel.

12. *Collective Bargaining and Arbitration after Certification.* In the event there is a union selected in an appropriate collective bargaining unit, negotiations leading to a collective bargaining agreement shall commence immediately, and will continue for a period of 45 days after the date of certification by Messrs. Haughton and Kagel. 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 W. Haughton of Detroit. The Awards of the arbitrators shall be retroactive to the dates of certification. It goes without saying that a union which might not be successful in an election is barred from obtaining another election for the one-year period recognized in covered industry by the NLRB, and is also barred in accordance with established Labor Relations Law for a like period for one year from boycotting or engaging in similar economic activity designed to force recognition without an election. The costs of any arbitration proceeding stemming from this agreement, excluding costs of counsel, shall be borne equally by the parties.

13. *Obligations upon Acceptance.* With acceptance of this agreement, it shall be a violation thereof for any accepting employee organization to engage in a strike, picketing, or boycott against Di Giorgio Corporation. Company co-