

As of January 1, 1967 and thereafter the Employer shall contribute \$.05 per hour per employee into the Fund.

All retroactive wages not collected by April 3, 1968 by employees entitled to same shall be paid into the Fund. If unemployment insurance is not granted by the State then the contributions that would be made for such purpose shall go into the Special Benefits Fund.

The Fund shall be administered by an equal number of Union and Employer trustees. Any differences between them shall be settled by arbitration.

The Employer shall apply to the State for *Unemployment Insurance*. If it is not granted the amount of the contributions that would have been made shall be paid into the Special Benefits Fund.

The term of the Agreement is three years until April 3, 1970. The only interim review during this period shall be on April 3, 1969 when the parties may open the Agreement for a review of wages, vacations, special Fund contributions and other cost items. Any unsettled matters shall be submitted to arbitration. The parties by mutual agreement may extend the Agreement beyond April 3, 1970.

The arbitration proceedings included four days of hearing at Delano and three days in San Francisco. The transcript of the hearings consists of 762 pages. The parties introduced a total of 173 exhibits and submitted written briefs totaling 97 pages.

Mr. THOMPSON. Thank you very much, indeed.

These documents are going to be extraordinarily valuable, not only to us but to others in studying the history of this particular contract. As a matter of fact, I was thinking that the contract itself might be of great interest to organizations which may be organized soon.

H.R. 4769 is in essence, of course, and you recognize it to be, a very simple bill. There no doubt will be concern by a great number of people that the enactment of such legislation might affect small farms.

What recommendation would you have for exemptions for such a piece of legislation?

Dr. HAUGHTON. I wouldn't be human if I had not thought of that. I did not include it in my testimony because, it seemed to me, it was getting into the political area and, basically, I have been testifying as almost a technician here. But I am happy to respond to the question.

In my judgment it would be extremely difficult to get something like this through if, using the analogy of the mom and pop grocery store, if the mom and pop farm were covered to the point that they might be subject to writing a fancy contract like this DiGiorgio-Farm Workers' document.

Mr. THOMPSON. Of course, the thrust of the legislation is not in the direction of the small farm. The politics of it aside, the fact is that there might be consideration of some reasonable exemption for no man's land.

Dr. HAUGHTON. I think that is what it is called under the present administration of the NLRA. It is called a gray area, a no man's land.

I had to go to school, so to speak, with directors of the NLRB and their staffs in San Francisco and Detroit to learn my A B C's. And all I know about the NLRA I learned in the last year.

I suppose in a farm situation you could have a particular money income as a criterion for coverage. You could also have an acreage amount, or you could have the number of employees. Actually, I am not so naive as to say that everything can be switched from the NLRA to farm relations. I say that the framework, the structure, is there.

Now, I was able to grub through the books of NLRB decisions, and I found that, as far as I was concerned, they showed a flexibility of approach on seasonal workers that fitted my concerns out there in California.