

ated under the program¹⁹ and the length of time it may run. The Congress would also need to appropriate sufficient funds under the Act (to be available until expended).²⁰

At this point, the building industry could be asked to relinquish cost-raising practices in exchange for the new form of security offered. If this were attempted by fiat or compulsion, great resistance and severe difficulties would of course be inevitable.²¹ However, the matter would not have to be approached in that way. In order to obtain funds or contracts under the program, a building contractor could be required by statute to certify that the most efficient means of construction would be used, and to submit waivers by construction unions representing his employees of technological restrictions or restrictions on types of work to be done by particular employees on this specific job. Once submitted, such certificates and waivers could be made enforceable by appropriate means²² and would supersede any

rules to the contrary which might otherwise apply.

Under such an approach, no union would be *compelled* to abandon any restrictions. It would be offered an *incentive* to do so in order to participate in an expanded construction program affording greater job security to its members.

In order for such an approach to be successful, its implications in the field of housing policy as well as in the field of job security would have to be understood. Large scale rebuilding of the central cities cannot be done unless residents are assured that they will not be ousted from their present homes and unable to live in new housing because the rents will be too high.²³ Old-fashioned public housing is no answer to this problem even if anyone wanted to build it again on a large scale.²⁴ Requirements for admission are often too stringent to permit many residents to qualify.²⁵ Furthermore, residents must leave once their incomes rise. This deprives them of the in-

¹⁹ Demonstration Cities and Metropolitan Development Act of 1966, Secs. 111, 206(b), 80 Stat. 1260-61 (1966).

²⁰ A program of the magnitude required for the purposes discussed here would of course no longer be merely a "demonstration" program but a program of large-scale implementation.

²¹ Compare Barnett, cited at footnote 2; Perlman, cited at footnote 3.

²² Provision for federal judicial and administrative enforcement could be made. It might be necessary to specify that injunctive relief would be permitted if it is desired. Cf. *Sinclair Refining Co. v. Atkinson*, 370 U. S. 195, 45 LC ¶17,674 (1962). This would not contravene the purposes of anti-injunction legislation since enforcement would be possible only where a commitment had previously been entered into voluntarily in order to obtain the benefits of the program. This is analogous to the situation where the parties submit the issue of an alleged violation of a no-strike clause to an arbitrator; there it has been considered not to contravene the purposes

of anti-injunction acts for the courts to enforce the award since the parties agreed to the tribunal which rendered the initial decision. See *Ruppert v. Egelhofer*, 3 N. Y. 2d 576, 148 N. E. 2d 129, 34 LC ¶71,243 (1958); 58 *Columbia Law Review* 908 (1958); "Report Concerning (1) The Role of Judge and Arbitrator in Labor Arbitration and (2) Injunctions Against Strikes in Breach of Contract," 20 *Record of NYCBA* 37, 41 (1965); 4 *Reports of Committees of NYCBA Concerned with Federal Legislation* 16, 21 (1965).

²³ See Weaver, cited at footnote 10.

²⁴ See Glazer, "Housing Problems and Housing Policies," *The Public Interest*, Spring 1967, p. 21.

²⁵ Requirements often include moral strictures such as a ban on unwed mothers. Such persons, if ousted from an area to be rebuilt and ineligible for public housing, may be forced into substandard housing with few options available to them, especially if subject to racial discrimination and effectively confined to a ghetto.