

FILE NAME: Owens-Corning (OC)

DATE: 1944

DOC#: OC314

DOCUMENT DESCRIPTION: Memo RE - Wages for Installing Fiberglas in Shipyards

November 13, 1944

Memorandum for the Record

WAGE PREMIUM for installing Fiberglas in Shipyards

Wage premiums for installing Fiberglas insulation in shipyards have been approved by the Shipbuilding Commission of the National War Labor Board in at least six yards in the Atlantic Zone and two in the Great Lakes Zone. In addition, the "Tentative Conclusions" issued by the Shipbuilding Commission in its "Half Coast Wage Review" dated September 8, 1944, provides a premium of 10¢ per hour for workers installing "Syn Glass and Fibre Glass".

The attached listing of WLB Shipbuilding Commission cases and rulings, assembled following a trip to Washington on November 10, 1944, indicates the scope and extent of the premium, which originated in the Cramp Shipyard (Philadelphia) case of March 1, 1943.

The Cramp case, which was handled on a LBS "Form 10" -- i.e., by mutual agreement of employer and Union -- followed within a few weeks the issuance of a Joint Navy-Maritime Commission publication on "Minimum Requirements for Safety in Contract Shipyards". This booklet contained a statement on Fiberglas indicating that the material is hazardous. Philip Drinker, chief health consultant of the Maritime Commission, in a letter to E. G. Hazard dated May 24, 1944, stated that the section is to be reconsidered. To date, however, no supplementary statement withdrawing or revising the section has been issued.

But the damage has been done, and the Fiberglas section in this publication gives a specious basis to union assertions that their men are entitled to extra pay for handling Fiberglas.

We have been asleep at the switch while this trend has been developing:

1. Our knowledge of the existence of the section on Fiberglas went in May 1943 (three months after issuance of the booklet) by way of Walter Paine, manager of IATUM's engineering and inspection department, in a casual remark to Jones at a meeting of the Industrial Health Institute in Providence.

The following case wherein the premium was still under consideration was brought to our attention in October 1944 when the Director's Office in Washington issued a Directive Order.

On November 22, 1944) about the Half Coast

1. It is requested that American Ship to protect the Fiberglas premium in its appeal

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3. Steps have been initiated through Mr. [redacted] and Director of Bureau of Industrial Health (Drehsal) to get Dr. [redacted] to issue the statement on Fiberglas in "Minimum Requirements." Meanwhile, photocopies of Dr. [redacted]'s letter to Board of May 24, 1944, to control [redacted]

This step was taken at a luncheon at the Willard in Washington on November 10, 1944, at which, besides Messrs. Maul and Hewlett, Messrs. Ames, Donovan, Brought, and Lieut. Frank H. Ferguson (Navy Labor Relations Officer) were present.

like Cleveland Childs, Navy Labor Relations Officer of the Eighth Naval District, San Clement, however, they admitted that there is no chance of a rollout now — the premium has been in effect so long, and is so widespread that "it's almost a cut and dried thing," says a prominent angle. It is recognized that there is no actual health hazard involved, that there is an element of discomfort and disagreeable handling, which is sufficient to justify a premium on a "dirty job" basis under conditions peculiar to the shipbuilding industry, such as working in confined spaces, lack of adequate ventilation, lack of wash-up and locker room facilities.

To our argument that Fiberglas is a form of mineral wool and that we would have no per-
 quis objection to a premium -- even though it is recognized that such a premium is a
 substitute to evade wage stabilization regulations -- IF the premium were applied to
 ALL forms of mineral wool and IF it were predicated, NOT upon a health hazard, but
 upon "dirty job conditions peculiar to the shipbuilding industry," they replied that
 they did not wish to be in the position of extending the premium to rock wool and slag
 wool, implying that they knew this would bring down upon them the wrath of J-Ed, and
 other manufacturers of rock and slag wool. Then Ames pointed out that we were under
 no illusions that Federal Ship or any shipyard was fighting our battle for us, and that
 the only real concern was lest they be engulfed by a tidal wave of compensation claims
 and the allegation of hazard -- claims that might be made to stand up under condi-
 tions of the administration of the workers' compensation laws in New Jersey,
 where the payment of a premium wage would be misinterpreted or misconstrued as a
 hazard was hazardous.

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Then we offered the draft of a retaliation (now, of course, a "Mineral Wool" is unending the "Span Glass and Fibre Glass" item in the "Mineral Wool" item of the Coast Range Review. Moore, Paul and Harlett looked at the draft and said they "couldn't do it that way", but indicated that the ruling in the draft was not in draft form, provided a premium for installing "Mineral wool (including glass insulation)." Jones countered that this was like saying "grain (including wheat) three" and urged them to make it "Mineral wool (including rock, glass or slag) insulation."

Probably outcome is that the American Ship ruling will be issued with this award:

and that this methodology will establish a pattern to be followed in the Federal Ship case and in an amendment to the Fiberglass item in the Tentative Conclusion of the Gulf Coast Area Review.

In the meantime, Asee will undertake to follow through Hazard to Drinker or John Roche of the Nat. Acad. of Arts Council. (Drinker and Roche wrote "Minimum Requirements") to see to it that an official supplement withdrawing the statement on Fibreglas is issued.

Our competition isn't going to like us, and we're going to have a fight on our hands with the rock wool - slag wool people when they wake up to what has happened. But unless we do this, we are going to be in a bad competitive position, and if we're going to have a fight, those factories are going to have an industry fight, and not a lone company fight.

[illegible]

Board of Association of Shipbuilders, National Shipbuilding Commission
in Washington, D. C., 1932, to issue the "Glass Wool" in the
conclusion of the said report, as follows:

Whereas "Span Glass" or "Fibre Glass" is a type of mineral wool insulation
classified in the generic category of insulation materials known as "mineral
wool" used in shipbuilding, as evidenced by the following:

1. It is so classified in Specification No. 4, 1932, for "Insulation: Mineral
blanket type," issued by the United States Maritime Commission February 1932:

"C.1. The material shall be mineral wool fibers, which shall be taken to
include rock, glass or slag wool, or their mixtures."

2. It is so classified in the by-laws (Article VI) of the Industrial Mineral Wool
Institute, a trade association:

"Mineral wool for industrial purposes, as referred to in the Constitution,
shall be deemed to be Mineral Wool of rock, slag or glass origin..."

3. Since its manufacture began in 1932, it has been classified and shipped under
the classification description of Mineral Wool at the freight rates applying
to rock wool or slag wool.

and

Whereas the conditions encountered by workmen installing fiber glass wool insulation in
the shipbuilding industry are not different from those encountered by workmen in the
handling of other forms of Mineral Wool insulation, such as rock wool and slag wool,

and

Whereas it would be discriminatory against one type of Mineral Wool (glass wool) for a
shipyard or contractor to pay a premium rate for its installation and to withhold approval
of a similar premium for installing other types of Mineral Wool (rock wool and slag wool),

and

Whereas conditions peculiar to the shipbuilding industry frequently make it necessary for
workmen to install the various forms and types of Mineral Wool insulation (rock, glass
or slag) in confined spaces where it is difficult to dispose of scrap or to introduce
adequate ventilation, thus creating unpleasant or disagreeable working conditions,
and a potential health hazard is involved,

It is hereby recommended that the Shipbuilding Commission of the National War
Labor Relations Board, City of Washington, D. C., this _____ day of _____
193____, issue the following item in Section V (Premiums) of the
Agreement between the Shipyard Workers of America and the Shipyards Covered by Our Laws

20 per hour

and shall be the same as that in Section V (Premiums) the following:

Mineral wool fibers, including rock, glass, or slag wool
Employees actually working
with these materials 20 per hour

Review of Available Ratings by the National Labor Relations Board
Granting Wage Premiums for Installing Fiberglass Insulation

Late and Case

March 1, 1943
N.L.R.B. Case No. 13-107
NLRB No. 13-107

Cramp Shipbuilding Company
(Philadelphia, Pennsylvania)

Ruling

"...in accordance with the request of the employer dated November 12, 1942, hereby approves a wage premium of 11¢ per hour above his regular hourly base rate of pay for any employee while actually engaged in the hazardous handling or installation of spun glass and fiber glass, effective as of February 18, 1943.

February 18, 1944
Case No. 25-878-A

In re John E. Mathis Company
(Carden, New Jersey)
and
I.U.O.F.L. (CIO) Local 54

"1. A premium of \$1.11 per hour above the regular hourly base rate of pay is hereby approved for Carpenters while actually engaged in the hazardous handling or installation of spun glass and fiber glass."

July 12, 1942

Case No. 25-10021

In re American Car & Foundry Company
(Wilmington, Delaware)
and
I.U.O.F.L. (CIO) Local 40

"A premium of 10¢ per hour above the regular base rate for employees engaged in the installation of spun glass insulation is hereby approved.

In re American Car & Foundry Company
(Wilmington, Delaware)
and
I.U.O.F.L. (CIO) Local 40

"1. The request for a premium of 11¢ per hour for carpenters while engaged in the handling of spun glass or fiber glass is hereby approved."

"(14) A premium of 11¢ per hour is hereby awarded for employees while handling fiber glass insulation."

September 7, 1944

Case No. 25-1585-A

1941-A

1942-A

In re Hopman Brothers, Inc.

(Bethlehem Key Highway Yard)
(Bethlehem Sparrows Point Yard)
(Bethlehem Fairfield Yard)
(Baltimore, Maryland)

and

(U.P.S.A.A. (CIO) Local 13, as
bargaining agent in the Fairfield
Yard.

September 23, 1944

Case No. 111-2598-D

(25-353-D)

In re Cramp Shipbuilding Company
(Philadelphia, Pennsylvania)

and

Industrial Union of Marine and
Shipbuilding Workers of America,
(CIO) Local 42.

... of \$1.11 per hour to be added
to the regular hourly rate in hazard
allowance for employees while working on
... glass or other hazardous types
of materials.

"Section 8. Employees while actually engaged
in working with open glass and flame glass
will receive six cents per hour above
their regular hourly base rate."

**Organization and Personnel
of NLRB Shipbuilding Commission**

Offices: 8th Floor, 452 Indiana Avenue, Washington

Industry Members

Lee C. Paul
(East Coast attorney)

Robert G. Howlett
(Attorney for N.Y. Ship
and Penn-Jersey yards)

C. W. Middleton
(V.p., Babcock & Wilcox)

Public Members

William H. McPherson
(OSAPPA representative)

William B. Schain
(Navy Dept. representative)

Louis L. Jaffe

Wallace Miller

Labor Members

Edward B. Brown
(AFL - 50 50 elected by a P. R. Committee)

Ernest Koch
(CIO)

James J. McEntee
(TOTAL 176000 AFL)

Office of Industry Members: 730 20th Street, Washington
(Clerks: Mr. Admon, Mr. Mitchell)

Hearings Officers: Frank Harris
Wallace Miller (public member, functions as hearing
officer on East Coast.)

Industry Associations

Gulf Coast Area:

Harry Hill (Gulf Ship)
Mr. Geiser (Alabama Dry Dock, Mobile)
Mr. Lanier (Ingalls)
Mr. Howell (Tampa)

Atlantic Coast Area:

J. E. Love (Federal Ship)
Mr. Stronover (Bethlehem)

Great Lakes Area:

James Hughes (American Ship)

East Coast Area:

George Kachlein (Yard, Pacific)
Larry Rager (Tuscon Ship)
Jack Hurray (Kaiser)
Mr. Caffrey (General Engng. & Dry Dock)
Lee G. Paul (Attorney)

Memorandum for the Record

November 18, 1944

Trip Report - New Orleans, October 31-30, 1944
Premium for installing Fiberglass in Gulf Coast Area
(Reilly-Benton Company)

Contacts with:

Reilly-Benton Co. - Hiberville Bldg., New Orleans, La.
John Reilly, President
Captain P. H. Dunbar (USN, Ret.) Vice President
A. F. Lusch

Local 884, Ship Carpenters, Caulkers and Joiners (AFL)
Albert "Jack" Smith, Pres. and Asst. Business Agent
836 Carondelet St., New Orleans 18, La.
(Phones: Office - Raymond 0707
Home - Crescent 8034)

8th Naval District, New Orleans - Federal Bldg., New Orleans
Lt. W. L. Shields, USN, Labor Relations Officer

U. S. Department of Labor, Conciliation Service
John L. Lannoy, Commissioner of Conciliation
1115 Richards Bldg., New Orleans

The problem:

Negotiating a new labor contract with the Ship Carpenters, Reilly-Benton was confronted with a demand to pay a 1-1/2 hourly premium for installing "Iron Glass and Fibre Glass" in Gulf Coast shipyards. Reilly-Benton had had excellent relations with the Ship Carpenters, approximately 700 of whom are furnished through New Orleans Local 884. These 700 men account for approximately 70 per cent of the mechanics employed by Reilly-Benton. There is no jurisdictional issue involving the Asbestos Workers Union. Standard rate for installation handled by the Ship Carpenters is \$1.00/hr on new work or \$1.25/hr on repair work. The Union's demand is based on a document dated September 8, 1944, entitled as follows:

Shipbuilding Commission

National War Labor Board

Exhibitive Conclusions

Standard Rates for Our Iron Standards

Standard Rates for Our Fibre Glass Service

(Section I)

Standard Rates for our Fiberglass, with a maximum rate of

\$1.25/hr on new work, including:

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It should be noted that the industry whitewashes "rock wool" and "mineral wool" and singles out "spun or fiber glass" as being so uncomfortable to handle that a 20% premium is warranted.

The "dirty work" classification is the key to this situation. It is fairly obvious that the whole business is a subterfuge to get a wage increase. This question was explained at some length with Lieutenant Shields, who says that the Navy will not support the Building Commission's position (as stated in the tentail letter) that a premium for hardish labor is not a reimbursable item allowable in cost. That is, the Navy has no objection to the payment of a premium, so long as the gross wage does not exceed the gross wage rates paid for similar work in Navy Yards.

Lieutenant Shields agreed that the action against "Span Glass and Fibre Glass" is discriminatory, and suggested that the Comptroller (Mr. Kenney) be urged to certify the Heller-Rantow to Ship Carpenters case as a "dispute case," and get it referred to the Shipbuilding Commission for action to amend the offensive item in the Tentative Conclusions.

<u>William Benton</u>	<u>Fiberline</u> <u>N. C. Arms</u>	<u>Ship Carpenters</u> <u>New Orleans Local 504</u>
<u>W. J. Bennett</u>	<u>Robert "Jack" Davis</u>	

... of the ... of mineral coal, and it was ... to ... and ...
... to the interests of all concerned in the process
... preliminary procedure against Filipinas in
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... and ...

expressly stated that these premiums were proposed for the reason that the work required additional skill but because of the hazard to the health involved with a few exceptions premiums on this work are not suggested in this bill. Industry is opposed to the paying of a premium for the above operations except as to spray or filler glass, for the reason that the work is not hazardous but that most of it is merely unpleasant and disagreeable and by the use of proper precautions which can easily eliminate the eye and nose irritation and be reduced to a nuisance. In the case of spray glass or filler glass, this is comparatively new type installation as far as the shipbuilding industry is concerned and no satisfactory method is now available to prevent the particles of this material from stirring or filtering into contact with the worker's body, which creates discomfort. For the foregoing reasons, the Shipbuilding Commission report is the establishment of a reasonable premium, not to exceed 10% of the basic rate for workers who actually engaged in installing spray glass and filler glass, and such premium is proper without the availability to provide for the same in the contract thereby.

The Commission is of the opinion that the above premium is reasonable and should be paid to the workers engaged in the above operations.

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The "heavy work" classification is the key to this situation. It is the whole business is a challenge to get a wage the same for the same work. At some length with Lieutenant Shields, who says that the Shipbuilding Commission's position is as stated in the report. The Commission's position is not a satisfactory one. The Commission is of the opinion that the above premium is reasonable and should be paid to the workers engaged in the above operations.

Lieutenant Shields agreed that the action against the Shipbuilding Commission was discriminatory, and suggested that the Commission (the Shipbuilding Commission) be authorized to Ship Carpenters only as a "dispute" and that the Shipbuilding Commission for action be taken by the Shipbuilding Commission.

On Monday afternoon, October 18, 1941, an informal meeting was held at the Shipbuilding Commission with the following present:

Shelly-Donnan
J. J. Mason

Shelly-Donnan
J. J. Mason

Captain F. H. Dwyer

Y. S. Dwyer

U. S. Department of Labor
Commissioner of Conciliation
John L. Barry, presiding

Shelly-Donnan was defined as a form of mineral wool, and it was agreed by the Shipbuilding Commission that it would be prejudicial to the interests of all concerned to have a bill passed that would establish a discriminatory precedent against the Shipbuilding Commission. Mr. Barry, however, resisted certifying the matter as a dispute and said that would be a confession of his failure to do so.

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suggested he send a report to his chief in Washington, Mr. John R. Stuchlik, asking his aid in inducing the Shipbuilding Commission to accept the Gulf Coast Vape Review to generalize the item out to include all forms of shipbuilding. This was entirely satisfactory to all concerned, and it was agreed that the Commission would take the Ship Carpenters would await action in Washington. Subsequently, Mr. Stuchlik informed that Lieutenant Ferguson, Navy labor relations officer in Washington, was the man to work with. The rest of the story picks up in the memorandum for the review dated November 22, and the New Orleans case can be settled as soon as the Commission reviews the Gulf Coast Vape Review, which Mr. Paul and Mr. Maclett indicated they will do in the near future.

Edward C. Ames

ECA/ag