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Memorandum for the Record

November 15, 1944

Trip Report - New Orleans, October 24-26, 1944
Preventum for Installing Fiberglass in Gulf Coast Area
(Reilly-Benton Company)

Contacts with:

Reilly-Benton Co. - Hibernal Bldg., New Orleans, La.
John Reilly, President
Captain F. E. Dunbar (USN, Ret.) Vice President
A. F. Lynch

Local 804, Ship Carpenters, Caulkers and Joiners (AFI)
Master "Jack" Lewis, Pres. and Asst. Business Agent
834 Carondelet St., New Orleans 12, La.
(Phone: Office - Raymond 9797
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8th Naval District, New Orleans - Federal Bldg., New Orleans
Lt. C. H. Shields, USN, Labor Relations Officer

U. S. Department of Labor, Conciliation Service
John L. Kennedy, Commissioner of Conciliation
1118 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 12% hourly premium for installing "Span 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 804. 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 \$1.20/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
Preliminary Conclusions
Shipyards Covered by War Labor Standards
Gulf Zone Wage Review

The Preliminary Conclusions provide (Section I)
Standard minimum classifications, with a maximum rate of
\$1.25 per hour, for 60 grades, including:

Carpenter
Insulator or pipe coverer

Section V, entitled "Preventum", includes the following:

"Span Glass and Fibre Glass
Improves Assembly Working
with this material .10 per hour."

Although it is "emphasized" in the Tentative Conclusions that "these rates are not automatically applicable at any shipyard" and that they "may be placed in effect only after approval has been secured from the Shipbuilding Commission on a Form 10 application or as a result of a Directive Order in a dispute case certified to the Commission and processed according to the rules of procedure of the NWLB," they are invoked as the wage standards during contract negotiations. Such is the case in the Reilly-Benton - Shipyard Carpenters negotiation. Reilly-Benton is agreeable to giving an increase to the Carpenters but will not sign a Form 10 on the ground that the premium authorized in the Tentative Conclusions discriminates against Fiberglas in favor of other forms of mineral wool.

Background.

The Tentative Conclusions, which first came to our attention in New Orleans on this trip, were drafted in Miami, Florida, during August and promulgated by the Shipbuilding Commission of NWLB on September 8. The Union had demanded a premium for applying and working with:

"spun glass fiber glass, and mineral wool used for insulation. Crocked wood, freshly painted wood, the application of hot pitch or asphalt, grease, and any other materials that are injurious to health or aggravating to the skin or respiratory tract. Also men engaged as wood haulers."

This demand is found in a letter dated July 24, 1944, from John Hewat, General Representative, United Brotherhood of Carpenters and Joiners of America, 527 Robinson Place, Shreveport, La., to the Shipbuilding Commission of NWLB. It was written, according to the opening paragraph of the letter, in compliance with instructions issued July 13 by the Shipbuilding Commission to interested labor organizations "to file a brief setting forth their contention for wage adjustments."

The portion of Mr. Hewat's letter of special interest in regard to Fiberglas is as follows:

"Touching on the subject of spun glass and other insulating materials, along with our contention as to why our members should have premium pay for applying same. The material is so fine that the air in the compartment being insulated is full of fine particles of the material, which the workers breathe and it often causes what doctors pronounce as Asbestosis. In the Gulf Zone we have had many cases of pneumonia which physicians have attributed to the handling of these materials. It also causes an irritation of the skin which is very aggravating at all times, and has been the cause of employees losing many hours and days of employment."

"Our members do not care to work on insulation work when they receive no more compensation than do other carpenters working on the same ship where the work and air is cleaner....."

It should be noted that although a health hazard is alleged, the allegation extends to "other insulating materials" as well as to "spun glass".

A copy (undated) of "Industry's Reply to Labor's Brief Pertaining to Carpenters" introduced at the Miami meeting reads as follows:

"The Unions have proposed a 22 1/2% per hour premium for employees while working on or with spun glass, rock-wool, mineral wool, hot pitch, freshly painted material, crocked material, slab insulation and wood caulking. They

expressly stated that these premiums were proposed not because the work required additional skill but because of the hazard to the health involved. With a few exceptions premiums on this work are not recognized in this area. Industry is opposed to the paying of a premium for the above operations except as to spun or fiber 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 are made available this unpleasantness can be reduced to a minimum. In the case of spun glass or fiber glass, this is comparatively new type insulation as far as the shipbuilding industry is concerned and no satisfactory method is now available to prevent the shards or particles of this material from lifting or filtering into contact with the worker's body, which creates discomfort. For the foregoing reason Industry does not object to the establishment of a reasonable premium, not to exceed 10% per hour for workers while actually engaged in installing spun glass and fiber glass, until such time as proper methods are available to prevent the discomfort otherwise caused thereby."

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 10% premium is warranted.

Subsequently, in a rejoinder to Industry's reply, the Union (Mr. Kewat) withdrew from its position that the work was hazardous, and insisted again on payment of the premium for handling "spun glass, rock wool, mineral wool" on the ground that the men "have to buy special soaps, cleansing fluids, extra laundry bills, new clothing and drugs as well as sacrifice extra time to remove the above mentioned materials from their skin." The Union then quotes a statement made by industry representatives during the Miami negotiations that such work is "dirty work."

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 explored at some length with Lieutenant Shields, who says that the Navy will not support the Maritime Commission's position (as stated in the Kennel letter) that a premium for handling Fiberglass 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 overlap or upset wage rates paid for similar work in Navy Yards.

Lieutenant Shields agreed that the action against "Spun Glass and Fibre Glass" is discriminatory, and suggested that the General (Mr. Kenney) be urged to certify the Kelly-Benton -- 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.

On Wednesday afternoon, October 26, 1944, an informal hearing was held in the office of Kelly-Benton with the following present:

Kelly-Benton
A. F. Luchen

Fiberglass
L. C. Ann

Ship Carpenters
New Orleans Local 561

Captain P. E. Dunbar

I. I. Brought

Robert "Jack" Lewis

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

Fiberglass was defined as a form of mineral wool, and it was agreed by Mr. Kenney and Mr. Lewis that it would be prejudicial to the interests of all concerned to proceed a WLB Form 10 that would establish a discriminatory precedent against Fiberglass in the Gulf Coast area. Mr. Kenney, however, resisted certifying the matter as a dispute case (since that would be a confession of his failure as a mediator) and

suggested he send a report to his chief in Washington, Dr. John E. Stachurski, asking his aid in inducing the Shipbuilding Commission to amend the Gulf Coast Wage Review to generalize the item out to include all forms of mineral wool. This was satisfactory to all concerned, and it was agreed that Kelly-Renton and the Ship Carpenters would await action in Washington. Subsequently Mr. Ramsey informed Ames that Lieutenant Fargnoli, Navy labor relations officer in Washington, was the man to work with. The rest of the story picks up in the Memorandum for the record dated November 18, and the New Orleans case can be settled as soon as the Commission amends the Gulf Coast Wage Review, which Mr. Paul and Mr. Harlett indicated they will do in the near future.

Edward C. Ames

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