

Report
TO
THE PRESIDENT
BY THE
EMERGENCY BOARD

**APPOINTED BY EXECUTIVE ORDER 10709 DATED
MAY 9, 1957, PURSUANT TO SECTION 10 OF THE
RAILWAY LABOR ACT, AS AMENDED**

**To Investigate A Dispute Between The Toledo, Lorain &
Fairport Dock Company, The Toledo Lakefront Dock
Company, and the Cleveland Stevedore Company, and
Certain of Their Employees Represented by District 50,
United Mine Workers of America.**

**WASHINGTON, D. C.
JUNE 7, 1957**

(A-5385, A-5386, A-5433)

(No. 118)

LETTER OF TRANSMITTAL

WASHINGTON, D. C., *June 7, 1957.*

THE PRESIDENT

THE WHITE HOUSE, *Washington, D. C.*

MR. PRESIDENT: This Emergency Board, No. 118, appointed by you May 9, 1957, has the honor to submit its report herewith.

Because three companies were involved, the report consists of three separate parts.

The Board feels that its recommendations provide a sound basis for settlement of all the disputes involved, on terms satisfactory to all the disputants.

Respectfully submitted.

NATHAN CAYTON, *Chairman.*

DUDLEY E. WHITING, *Member.*

MORRISON HANDSAKER, *Member.*

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INTRODUCTION

By Executive Order of the President, No. 10709, May 9, 1957, this Emergency Board was created to investigate and report on disputes between Toledo, Lorain & Fairport Dock Co., Toledo Lakefront Dock Co., Cleveland Stevedore Co., and certain of their employees represented by District 50, United Mine Workers of America. Said Executive Order required this board to report its findings to the President within 30 days from May 9, 1957.

The Board held a preliminary hearing in Cleveland, Ohio, on May 23, 1957. At that time it was agreed that at the request of the Union, the Board would proceed to Toledo, Ohio, and convene the next day to hear that part of the dispute which involved Toledo Lakefront Dock Co.

On May 23, the Board visited and inspected the docks of two of the companies, at Lorain, Ohio, and at Huron, Ohio.

On May 24 and 25, 1957, at Toledo, Ohio, the board heard testimony of witnesses in behalf of the Union and Toledo Lakefront Dock Co., received various exhibits, and heard full presentations by counsel.

On May 27, the Board resumed its hearings in Cleveland and received testimony, exhibits and arguments concerning the dispute of the Union with Toledo, Lorain & Fairport Dock Co.

On May 28, the Board, still sitting in Cleveland, received testimony, exhibits and arguments concerning the dispute of the Union with Cleveland Stevedore Co. The hearings were closed May 28, 1957.

During and after the hearings in both cities, the Board several times attempted by mediation to bring the parties together on mutually agreed settlements. Those efforts did not meet with success.

Accordingly, the Board now submits its report, which deals separately with the various proposals presented as to each of the three companies.

TOLEDO LAKEFRONT DOCK CO.

Proposal for Reclassification of Jobs

The Union proposed that all jobs be reclassified into four groups with a single rate of pay for each group. For example, its proposal would mean that five jobs now rated from \$2.74 to \$2.91 per hour would be grouped together and all paid \$2.91 per hour.

It appears that comparable wage structures with similar job classification differentials have been in effect on this and all other similar dock operations around Lake Erie for more than 20 years. It also appears that in this and other industries employers and unions have become cognizant of the deterioration of percentage differentials for jobs of higher skill and responsibility, through years of straight across-the-board general wage increases, and a trend has developed toward restoration of such differentials. It further appears that recent job evaluation studies on this and other docks completely justify job rate differentials similar to those presently existing.

Despite those circumstances and the fact that other locals of this same union are following the general trend, this local union accepts no evaluation of the jobs involved but its own, and is adamant upon this demand. The company is equally adamant in its resistance to this demand, insisting that it would seriously impair the operation of the dock by making it impossible to retain experienced operators in the Hulett job.

We cannot reasonably find that everyone is out of step but this local union. Recognizing that this is a critical issue in this dispute, we can only urge the Union to reconsider its position and withdraw its demand.

Recommendation of the Board

The Union proposal for reclassification of jobs should be withdrawn.

Vacations

Under the present contract vacations are provided as follows: for employees with 1 year of service, 1 week with 75 hours minimum; for employees with 5 years of service, 2 weeks with 150 hours minimum; for employees with 15 years of service, 3 weeks with 225 hours minimum; for employees with 20 years of service, 3 weeks plus 52 straight time hours pay allowance, with 277 hours minimum. The Union proposes that these vacation periods be changed as follows:

- 1 year—1 week (75 hours minimum)
- 2 years—2 weeks (150 hours minimum)
- 10 years—3 weeks (225 hour minimum)
- 15 years—4 weeks (300 hours minimum)
- 20 years—5 weeks (375 hours minimum)

Very little testimony was offered by the Union in support of these proposed changes. Principal reliance was placed on the fact that an oil company in this area has made an "offer" of longer vacations to its employees. It seems clear from testimony for the Union that by this proposal it expects to achieve an additional money bonus rather than longer periods of actual vacation. Other evidence indicates that the

present schedule of vacations is liberal and compares very favorably with others prevailing in this industry, and generally.

Recommendation of the Board

The Board is of the opinion that the evidence adduced does not justify a demand for longer vacations or greater vacation pay than is now being provided, and accordingly recommends that this proposal be withdrawn.

Hospitalization and Insurance

Under the present arrangement the Company and the Union each pay half of the cost of hospitalization and surgical insurance. The Union proposes (a) that the Company assume the entire cost of such insurance protection and also (b) that such protection (under Blue Cross or Blue Shield Plan) be extended so as to cover employees who have retired from active service.

As to the first of these proposals the evidence was far from persuasive of any prevailing custom for employers to bear the entire cost of such protective plan. There was clear evidence to the contrary. As to the proposal for extending the protection to retired employees the evidence is even less satisfactory. There was no testimony that such coverage could be obtained for this group of men and no testimony as to what the coverage would cost if it could be obtained. The Company has offered to pay the entire cost of hospitalization and surgical insurance, and to absorb the additional costs of impending minor improvements in the Blue Cross-Blue Shield Plan.

Recommendation of the Board

The Board recommends that the Union accept the offer of the Company above mentioned, and withdraw its proposal for coverage of retired employees.

Proposal to Start All Boats on Arrival

The Union proposes that a provision be inserted in the agreement between the parties that the Company will start to load or unload all boats on arrival at the dock.

The background of this issue is: On occasion the Company will defer beginning to load or unload a boat until the start of the next shift. This the Union objects to and proposes that the Company be required to start all boats on arrival.

The Union maintains that this practice deprives a crew of overtime rightly belonging to that crew. If, for example, a boat docks at midnight, and it would take 6 hours to load or unload, the night shift, which came on at 7 p. m., would have overtime work from 3 a. m. to 6 a. m. if the loading or unloading were started at once. If it is not started, the crew goes off at 3 a. m. and gets no overtime. Then, the

Union contends, the Company starts the working of the boat at 7 a. m. and the day shift does all the unloading at straight-time rates.

The Union contends that in setting wage rates in negotiations the rates established are set in contemplation of a considerable amount of overtime. If this overtime is reduced in amount by the fact that the Company defers the starting of the working of the boat, that, in the Union view, is unfair.

The Company contends that this is an invasion of one of management's rights, that it is not the practice at other docks, and that it is an attempt by the Union to obtain more money for nonproductive time spent on the job.

The Company argues that it would be patently absurd for them to be required to start a boat on arrival, for example, at 6:30 p. m. Sunday. If they called in the day crew, which covers the time from 7 a. m. to 7 p. m., they would be required, for the half hour of productive work, to pay the crew 12 hours pay at double-time rates, a total of 24 hours of pay for a half hour of work. The Company contends that it has and should have the right to defer working that boat until 7 p. m. if it is agreeable to the customer for the Company to do so.

Recommendation of the Board

It is the Board's recommendation that the Union withdraw this demand. In the Board's view, no case was made out for this by the Union. It appears to the Board that the Company has the right to start boats whenever it wishes to in line with the wishes of the customer. The Board cannot in conscience recommend that a Company should be required to work one crew overtime with the result that the next crew may have nothing to do during all or part of its shift.

Guaranteed Work Week

This proposal of the Union is stated as follows: a guaranteed 52-hour basic workweek on winter repair work and a guaranteed 68-hour basic workweek for all loading and unloading, the total hours based on a guaranteed Saturday at time and one-half and a guaranteed Sunday at double time. Under the existing contract the employees enjoy the guarantee of a 52-hour basic workweek for all loading and unloading which includes 8 hours on Saturday for which they receive 12 hours' pay. They also enjoy a guarantee of a 40-hour week for winter repair work. These are, of course, exclusive of such actual overtime work as is performed during the week.

There seems to be no question that the purpose of this proposal is to include in every scheduled workweek a guarantee of pay for 16 hours of Sunday work whether the work is actually performed or not.

Recommendation of the Board

In view of what we say elsewhere in this report as to the wage structure in this organization, we think it unnecessary to discuss this proposal at any length. The Board recommends that it be withdrawn.

Proposal for General Wage Increase

The Union is requesting an across-the-board wage increase of 30 cents per hour.

The Company makes the counter-proposal of a 12-cent increase, coupled with a one-half cent step-up for classifications in the middle of the pay scale and a 3-cent increase for the top classifications, namely Hulett operator, coal dumper machine operator, Larry car operator, welder, and machinist.

The Union bases its case in large part on a comparison between the rate of the operating engineers working on construction projects and the present rate of the car dumper operators on the dock. The operating engineers have an hourly rate of \$3.57 and will receive an increase of 5 cents per hour in November of this year. The car dumper operator now receives \$2.71 per hour on the docks. The Union maintains that the duties and responsibilities of the two jobs are very similar and that therefore a substantial adjustment should be made in the rates of the dockworkers. The Union claims that the present spread of 86 cents per hour between the two rates (and the prospective spread of 91 cents next November) is much too great. The Union contends that the requested 30-cent-per-hour increase will eliminate much of the unfairness between these two rates. Complete elimination of the differential is not asked by the Union because of the amount of overtime which the dock worker gets. The Union maintains, however, that the present differential is too great and should be reduced.

The Company contends that the comparison with the operating engineers in the construction trades is not a valid one since construction work does not afford the steady employment that the docks do. Electricians on the docks, represented by the IBEW, get the same as the Hulett operators while electricians in the construction industry get about the same as the operating engineers.

The Company contends that the increases which they are offering are substantially equal to the increases being granted on the Lake Erie docks in 1957 settlements. They also contend that this would place their rates in substantial conformity to the rates on other docks. The total amount of increases granted since 1950 on the dock is substantially greater than in other cited plants in the Toledo area. The total increases on the dock amounted, since 1950 to about 85½ cents per

hour while in the plants cited for comparison the increases since 1950 ranged from 44 cents per hour to 71 cents per hour. The Company cites average annual earnings in 1956 in various industries of from \$4,169 to \$5,877 and compares this with the average annual earnings of their employees, which were \$8,913. The Company points out that of its 186 employees, 44 earned over \$9,000 in 1956, 36 earned over \$10,000, and 9 over \$11,000. Thus the Company argues that the present economic position of its employees is very favorable and that no increase beyond that offered by the Company should be recommended by the Board.

Recommendation of the Board

The Board recommends that a general wage increase for all jobs represented by the Union of 15 cents per hour be granted by the Company.

The Board also recommends that there be granted an adjustment of all differentials by means of a step-up of $\frac{1}{2}$ cent per job classification with the proviso that the Hulett operator, coal dumper machine operator, Larry car operator, welder, and machinist shall receive 3 cents.

The Board bases this recommendation on the following: Over the years a series of across-the-board increases have resulted in a substantial narrowing of the spread between the top and bottom rates. The above recommendation, which is one of the Company proposals, will have the effect of increasing differentials. We believe that this is in line with desirable wage policy.

The 15 cents per hour general wage increase is based upon the fact that other docks on Lake Erie have granted a 9-cent general wage increase which was supplemented by a 3-cent cost of living increase on January 1, 1957, and will, apparently, be supplemented by another 3-cent cost of living increase on July 1. The 15-cent general increase which we have recommended will put this dock on par with these other docks.

Winter Repair Work

Concerning this matter the existing contract provides that employees may make their recommendations in writing to their foremen concerning suggested winter repairs, and that these are in turn presented to management. The contract then provides, "It is understood by the parties that winter repairs depend a great deal on judgment and that management shall have the sole right to make decisions as to the extent of the winter repairs in any season." The Union now proposes that this part of the contract be changed so as to take from management the right of decision, by means of a new clause as follows: "After the amount of winter repair work has been decided in line with

the suggestion for needed repairs by the employees, the Company and the Union to negotiate the amount of men needed to do this work."

The Union gives two reasons for this proposal: one is to provide employment for as many of its members as can be employed during the off season; another reason is that past experience has shown that there has been a shortage of men for this work.

The Company does not own these facilities. Each fall it submits to the owners a list of proposed repairs to be completed during the winter. After inspection and consultation the owners determine what repairs are to be made and this Company is charged with the responsibility of making them.

Recommendation of the Board

The Union's proposal cannot properly be incorporated into the contract. The Company cannot properly be required to yield to the Union the right to decide what winter repairs are necessary. Nor should the Company be required to negotiate as to the number of men to be employed on such work. The Board recommends that the proposal be withdrawn.

Pay for Work Performed on a Holiday

The Union is requesting that a worker who works on a holiday should be paid triple time for all hours worked on the holiday.

At present the Union agreement calls for an allowance of 8 straight-time hours for holidays not worked and for double time for any hours worked on a holiday. The Union is requesting that all hours worked on a holiday, including those hours beyond 8 which are worked, should be paid for at triple-time rates.

The Union argues that since a worker is inconvenienced by being called out to work on a holiday he should get triple time for all hours worked, no matter how many are worked.

The Company contends that the present arrangement is logical and consistent. A worker gets 8 hours pay at straight-time rates if he does not work on the holiday. If he does work he gets, in addition, double time for all hours worked. Thus he gets in total, triple time for the first 8 hours and double time thereafter.

Recommendation of the Board

The Board urges the withdrawal of this Union demand. No showing was made that the present method of payment is out of line with general practice. Indeed the Board feels that the present practice is as liberal as is generally found in holiday clauses in American industry, especially since a worker who is called out on a holiday is guaranteed 8 hours of work at double-time rates, for a total of 16 hours. This is in addition to the 8-hours pay he would get if he did not work.

Opening of Bids

The Union proposed the following: "When compressor jobs are added to car dumping machine facilities, all bids will be opened." The background of this Union proposal is as follows: During the winter season, when it is necessary to thaw frozen coal before it can be dumped, the Company puts about 12 or 14 men on to jobs as compressor operators. The Union wishes to have this treated in the same ways as a change of crew is treated. When the Company is putting on or taking off a crew, "all bids are opened". This means that all workers on the dock report to a given location at the same time, all available jobs on the dock are listed on a sheet, and each man, in the order of his seniority, bids for the open job which he wishes. The Company pays those workers who are not on duty at the time of this meeting for reporting and bidding in the job of their selection.

The Union wishes this same practice to apply when the compressor jobs are opened. The Union argues that it is both slow and unfair if the compressor jobs are posted, and men bid for them, then the vacancies thus created are posted and bid in, then the ensuing vacancies are posted and bid in, etc. It is slow because it may take some days for the process to be completed. It is unfair because you do not have dock-wide bidding and thus for a time a man may be in a job to which his seniority does not entitle him. The Union contends that the answer is to treat this situation in the way the situation is handled when a new crew is being added or a crew is being laid off.

The Company contends that the present method of handling the bidding is satisfactory. They argue that the only purpose the Union has in asking for the change is that it will mean that many workers will be paid by the Company for coming in to the bidding meeting. The Company objects to this as an unnecessary expense. The Company stated that their only objection was to the cost.

The Union, in response to questions from the Board, indicated that the receipt of the compensation was not the main objective of the Union. They are primarily concerned, it was stated, with getting a speedy and fair method of bidding in a considerable number of jobs.

Recommendation of the Board

It appears to the Board that it is possible to achieve, in this issue, both the aims of the Union and the aims of the Company. The Union believes that the opening of bids would result in faster and fairer bidding of the jobs. The Company wishes to avoid any payment for unproductive time. Accordingly the Board recommends to the parties that in this situation all bids be opened and that, for this situation only, no compensation be paid to the workers when they come in to bid.

Proposal as to Other Union Agreements

The Union requested the inclusion in the 1957 contract of the following clause:

If at any time the Company should negotiate a more favorable agreement with another Union, or institute conditions more favorable in any other operation of the Company, such benefits will immediately become a part of this agreement by stipulation, supplemental agreement or addendum, and accrue to the membership covered by this agreement upon the same date as made available in such other operations.

The reason for the request is that the electricians employed by the Company are represented by another Union which, in the last couple of years, has insisted upon increasing differentials between electricians' rates and other job rates, contending that former differentials have deteriorated through a long series of across-the-board cents per hour wage increases. In the 1956 negotiations the Company verbally gave the Union, for that year only, an assurance similar to that now sought hereby.

There might be some merit to such a proposal in a long-term contract; but these negotiations are only for an agreement for the year 1957. This Union has frequently sought and sometimes obtained individual job classification rate adjustments and it must be recognized that other Unions do so too. Thus, even in a long-term contract, such adjustments should reasonably be excluded from such a protective clause so as to limit its application to general benefits.

Since these negotiations concern a contract for 1957 only and since the 1958 contract negotiations will start next November, there is no valid necessity or reasonable justification for such a proposal.

Recommendation of the Board

The Union proposal relating to other union agreements should be withdrawn.

Winter Loading

In the present agreement it is provided that, "Union and Management will negotiate each fall for the number of crews and the number of men other than a regular operating crew to be employed on thawing and picking coal during the ensuing winter months."

The Union proposal is that the Company formally contract to employ on winter loading work during the next winter season the same number of men it employed last winter. The Union argues that such is its right in the interest of stability of employment. It also argues that the Company should be required to "take the gamble" as to whether it will need the same number of men or not.

The Company answers that it has been using and experimenting with various new electrical devices and other means for thawing coal; that

the Company does not know what thawing facilities it will be using in the future; also that it does not know how many, if any, customers it will have for winter coal during the coming season.

Recommendation of the Board

The Board finds no basis for approving this proposal of the Union. We think the Company should not be required to contract this far in advance for work it may never need, in anticipation of orders from customers it may not have. This, in our opinion, is a subject which should be negotiated annually and not made the subject of a constricting contractual provision. The proposal should be withdrawn.

Proposal to Spell-out Maintenance Work to be Performed by Bargaining Unit

Because of some incidents where the Company contracted out such work, the Union is requesting that the maintenance work to be performed by the employees it represents be defined or delineated. The Union has proposed no such definition or delineation and apparently recognizes the difficulty, if not impossibility of doing so. Certainly this Board cannot do so on this record.

What the Union really wants is some contractual restriction upon the right of the Company to contract out maintenance work. This proposal appears to be an inappropriate and overly cumbersome means of achieving such purpose, so we can only recommend that it be withdrawn.

Recommendation of the Board

The Union proposal to spell-out maintenance work to be performed by the employees in the bargaining unit should be withdrawn.

Proposal as to Number of Holidays

The Union is asking for one more holiday on which workers would receive straight-time pay if no work is performed. They ask that this be Good Friday.

The Union indicates that, in the main, this is a request for more money, although they also indicate that "it is a Christian approach to a religious holiday," and that since men often have to work on Sundays they would like to have more free time on weekends, which this holiday would give them.

The Company contends that no dock gives more than eight holidays which the Company now gives. There is no solid basis for the claim, in the Company view; rather, the Company contends it is just another way of getting more money for the worker.

Recommendation of the Board

The Board recommends that the Union withdraw this demand. The Union has admitted that this is, for all practical purposes, "a money

demand." The Board finds no basis in the industry for granting nine paid holidays. The Board believes that an equitable adjustment of the money question has been recommended elsewhere in this report.

Adjustment in Rate Paid to Laborers

The present rate of laborers on the Toledo dock is \$2.40. The Union asks that this rate be increased to \$2.415. The Union bases its claim on the rate now being paid for laborers at the C and O dock in Toledo, which is \$2.415 per hour.

The Company contends that this would tend to defeat the purpose of the Company's proposed wage step-up, which is to increase the spread between the unskilled workers rate and the skilled workers rate. The effect, of this, of course, would be to decrease the spread. This the Company opposes. The Company also points out that of the 10 Lake Erie docks whose rates they have cited, 7 have labor rates of less than \$2.40, 1 other (Lorain) has a rate of \$2.40 and only 1 (the C and O dock cited by the Union) has a rate higher than \$2.40. For these reasons the Company opposes the Union's proposal.

Recommendation of the Board

The Board urges that the Union withdraw this demand. In the basic wage recommendation which we have made elsewhere in this report, we have proposed that the spread between the top and the bottom rates be increased. We believe that the spread between the unskilled rate and the skilled rate is too narrow. The effect of the proposal would be to dilute the effect of our major wage recommendation. For this reason we urge the Union to withdraw this request.

Summer Rates for Winter Work

This proposal is that all employees shall retain their summer rate of pay for winter work with the minimum of Larry car operator rate for any lower rated employee who works during the off-season months.

The Board was told that this demand has been renewed during each of the last several years; also that the demand emanates from the Huron dock where the Repairman's rate is 6 cents higher than the rate paid at this dock. The Company points out, however, that the Huron dock carries a labor rate during the winter repair season whereas such rate was discontinued at this dock several years ago. The Company explained that no man working on winter repairs is subjected to a reduction in pay, but that on the contrary is paid a rate comparable to or higher than the rate his seniority entitles him to on a year-round basis. It was developed that the effect of this proposal would be to step up the low rate by 11 cents an hour.

Recommendation of the Board

The Board is of the opinion that no injustice exists in the present schedule of pay for this work; also that none will arise in connection

with the new wage schedule which the Board is recommending elsewhere in this report. The Board recommends that this proposal be withdrawn.

Pension Plan

On April 30, 1957, after the original set of disputes had progressed through mediation the Union came forward with a proposal that a pension plan be adopted to supplement the benefits of the Railroad Retirement Act. At the hearing before this Board the Union did not spell out the objectives or details of this proposal with any degree of clarity; indeed it was presented with three differing and conflicting approaches; but it is fair to say that what the Union representatives have in mind is that the Company provide a fund based on a computation of 8 cents per hour commencing January 1, 1958, to support a new pension plan.

The Company resists this demand on four grounds: (1) that the members of this Union are already eligible for Railroad Retirement benefits towards which the Company is already contributing approximately 10 cents an hour; (2) that in the very short time the proposal has been pending the Company has had no opportunity to consider its various aspects or plan for its attendant problems; (3) that it is impossible to say now whether such a plan would be feasible or how it would work; (4) that the Company should not under such circumstances be called on to commit itself to a pension plan or to create or earmark any specific fund for a plan so vague and uncertain.

The Company has, however, made it clear that it has not rejected this proposal out of hand but is already studying the problem. Indeed the Company is arranging to engage consultants who are experts in this field in order to determine what funds will be necessary to sustain an independent and supplemental pension plan and what benefits can be expected to flow from such contributed funds.

Recommendation of the Board

This proposal is of great importance to management as well as workers and presents serious actuarial and financial problems. Ordinary prudence dictates that the details be worked out carefully so as to produce a sound and workable program. The Company is entitled to ample time to continue its investigation of this situation, to establish the facts and to prepare itself for intelligent negotiation on the subject. These considerations lead the Board to the clear conclusion that there is no present basis for approving the vague and uncharted Union proposal. The Board recommends that the proposal be withdrawn.

THE TOLEDO, LORAIN & FAIRPORT DOCK CO.

Vacations

Under the present contract vacations are provided as follows: for employees with 1 year of service, 1 week with 75 hours minimum; for employees with 5 years of service, 2 weeks with 150 hours minimum; for employees with 15 years of service, 3 weeks with 225 hours minimum; for employees with 20 years of service, 3 weeks plus 52 straight time hours pay allowance, with 277 hours minimum. The Union proposes that these vacation periods be changed as follows:

- 1 year—1 week (75 hours minimum)
- 3 years—2 weeks (150 hours minimum)
- 7 years—3 weeks (225 hours minimum)
- 12 years—4 weeks (300 hours minimum)
- 20 years—5 weeks (375 hours minimum)

Very little testimony was offered by the Union in support of these proposed changes. The present vacation plan is as liberal as any in this industry and the vacation pay features make it more liberal than those in other industries.

The Union also requested changes to provide prorated vacations for employees who work at least 30 days, credit on vacation eligibility time for certified sickness and elimination of the restriction on taking vacations during the navigation season. These requests are not justified by the evidence submitted, do not appear to be general practice in the industry and the latter request would, perhaps, seriously hamper the operation of the dock. Accordingly the Board is unable to recommend their acceptance.

Recommendation of the Board

The Board is of the opinion that the evidence adduced does not justify the demands of the Union for additional vacations and changes in the vacation plan, and, accordingly, recommends that these proposals be withdrawn.

Proposal for 6 Days' Notice of Layoff

The Union requests that, in place of the present contractual provision calling for 4 days' notice of any layoff, a 6-day notice be substituted.

The Union stresses the difficulty which the dockworkers have in securing employment when they are not working on the docks. The Union states that dockworkers often find it difficult to secure other employment during the winter since prospective employers know that they are employed on the docks much of the year and so are loath to hire them during periods of unemployment. Longer notice of im-

pending layoffs will assist the workers about to be unemployed to find suitable employment, the Union maintains.

The Company contends that the present 4 days' notice is ample and that the uncertainties of weather and other factors make it necessary for them to be able to lay a crew off on 4 days' notice. The Company maintains that they usually give considerably more than 4 days' notice of the major layoff at the end of the navigation season and that this request would, for practical purposes, apply only to layoffs within the season.

Recommendation of the Board

It appears that layoffs are not very frequent on this dock. The Union, in the view of the Board, did not make a showing that the present provision caused any real hardship to the workers. The Board therefore recommends that this request be withdrawn by the Union.

Pay for Work Performed on a Holiday

The Union is requesting that a worker who works on a holiday should be paid triple time for all hours worked on the holiday.

At present the Union agreement calls for an allowance of 8 straight-time hours for holidays not worked and for double time for any hours worked on a holiday. The Union is requesting that all hours worked on a holiday, including those hours beyond 8 which are worked, should be paid for at triple-time rates.

The Union argues that since a worker is inconvenienced by being called out to work on a holiday he should get triple time for all hours worked, no matter how many are worked.

The Company contends that the present arrangement is logical and consistent. A worker gets 8 hours' pay at straight-time rates if he does not work on the holiday. If he does work he gets, in addition, double time for all hours worked. Thus he gets in total, triple time for the first 8 hours and double time thereafter.

Recommendation of the Board

The Board urges the withdrawal of this Union demand. No showing was made that the present method of payment is out of line with general practice. Indeed the Board feels that the present practice is as liberal as is found in holiday clauses in American industry, especially since a worker who is called out on a holiday is guaranteed 8 hours of work at double-time rates, for a total of 16 hours. This is in addition to the 8 hours' pay he would get if he did not work.

Compensation for Loss of Pay While on Jury Duty

The Union proposes a new contract provision to the effect that when an employee serves as a juror the Company shall compensate him for

the difference between his pay as juror and the 8 hours' pay he would have received at his regular rate, for each day of jury service.

The Union says such clause is being written into many contracts, that it is now in the contract of the Huron dock, that it would cost the Company very little and would give needed protection, especially to men with families. The Company is not objecting to the cost, but contends that as a matter of principle it should not be required to pay its employees for performance of a civic duty.

Recommendation of the Board

The Board recognizes that jury service is a civic duty. But it is also aware that in many industries and in various jurisdictions employers have voluntarily encouraged their workers in the performance of such public service by sharing the financial burden involved and absorbing the wage loss incurred by jury duty. There seems to be little danger of any greater disruption of work, especially in view of the proposed provision reserving to the Company the right to make application to excuse an employee from jury service or to defer his service to a later (and more convenient) date. The Board recommends the adoption of this proposal.

Sick Leave

The Union proposes that by contract or "gentlemen's agreement" the Company make provision for any of its men who are sick during the 7-day period before they would become entitled to compensation benefits under existing Unemployment Compensation or Railway Labor Laws.

As outlined by union witnesses the proposal is vague and entirely without any specific basis for giving it effect, either by negotiation or by contract. It is not contradicted, as appears elsewhere in this report, that the members of this Union now enjoy accident and sickness coverage affording them benefits of from \$30 to \$40 per week for 26 weeks and also enjoy the additional protection under the Railroad Unemployment Act of as much as \$42.50 per week up to 26 weeks.

Recommendation of the Board

The Board understands that there was a valid reason for providing a waiting period of 7 days in the existing systems and finds no justification in the evidence for requiring the Company to assume the burden of this separate and additional coverage. The proposal should be withdrawn.

Insurance

The Union proposes (a) that life-insurance coverage for its members be increased from \$1,250 to \$2,500 for retired employees and (b) that the Company pay the full (instead of one-half) premium cost of

hospitalization and surgical insurance and also that such coverage be extended to include retired employees.

In the view of the Board the evidence does not justify requiring the Company to increase life-insurance coverage for retired workers.

The Company has agreed to pay the full cost of hospital and surgical insurance, instead of one-half thereof as in the past. There was no satisfactory evidence to support the proposal for extending hospitalization and surgical insurance to retired employees. There was no testimony that such coverage can be obtained for these retired workers and no testimony as to what the coverage would cost if it could be obtained.

Recommendation of the Board

The Board recommends that the Union withdraw its demand for increased life insurance for retired workers. The Board further recommends that the Union accept the offer of the Company to pay the entire cost of hospitalization and surgical insurance for active employees only, but not for employees who have retired. The Board recommends that the Union withdraw its proposal for such coverage for retired workers.

Pension Plan

The Union has proposed that a pension plan be adopted to supplement the benefits of the Railroad Retirement Act, and that the Company pay the cost of such plan by a contribution at the rate of 8 cents per hour effective January 1, 1958.

The Company has not made a flat rejection of this proposal nor has it refused to consider any pension plan. Though the Company is already contributing approximately 10 cents per hour under the Railroad Retirement Benefit System, it has agreed to study a supplementary contributory pension plan and report its findings during the 1958 bargaining sessions with the objective of negotiating or establishing such a plan at that time.

Recommendation of the Board

The Board is mindful of the fact that this particular 8-cent-an-hour proposal has been pending for a very short time and that the problem cannot and should not be resolved in haste.

This proposal is of great importance to management as well as workers and presents serious actuarial and financial problems. Ordinary prudence dictates that the details be worked out carefully so as to produce a sound and workable program. The Company is entitled to ample time to continue its investigation of this situation to establish the facts and to prepare itself for intelligent negotiation on the subject. These considerations lead the Board to the clear conclusion

that there is no present basis for approving the vague and uncharted Union proposal. The Board recommends that the proposal be withdrawn.

Seniority

The Union proposes that there be attached to the contract an official seniority list of employees, furnished and certified by the Union, and that employees thereafter engaged by the Company shall be added in the order in which they join the Union.

There was more than a little confusion as to the background of this proposal and the reasons supposedly justifying it. The present contract (Article X) contains full and comprehensive provisions on the subject of seniority. There would seem to be no objection to maintaining a seniority roster provided it is certified by both Management and Union, and provided that employees are added to the list in the order in which they are hired. It should also be provided that when there is a disagreement on this subject such becomes a grievance to be resolved in accordance with established grievance procedure.

Recommendation of the Board

The Board recommends that the proposal be withdrawn and that a substitute provision be adopted as outlined just above.

Summer Rates for Winter Work

This proposal is that all employees shall retain their summer rate of pay for winter work with the minimum of Larry car operator rate for any lower-rated employee who works during the off-season months.

The Board was told that this demand has been renewed during each of the last several years; also that the demand emanates from the Huron dock where the repairman's rate is 6 cents higher than the rate paid at this dock. The Company points out, however, that the Huron dock carries a labor rate during the winter repair season whereas such rate was discontinued at this dock several years ago. The Company explained that no man working on winter repairs is subjected to a reduction in pay, but that on the contrary he is paid a rate comparable to or higher than the rate his seniority entitles him to on a year-round basis. It was developed that the effect of this proposal would be to step up the low rate by 6 cents an hour.

Recommendation of the Board

The Board is of the opinion that no injustice exists in the present schedule of pay for this work; also that none will arise in connection with the new wage schedule which the Board is recommending elsewhere in this report. The Board recommends that this proposal be withdrawn.

Requested General Wage Increase

The Union is requesting an across-the-board wage increase of 30 cents per hour.

The Company makes the counter-proposal of a 12-cent increase, coupled with a one-half cent step-up for classifications in the middle of the pay scale and a 3-cent increase for the top classifications, namely Hulett operator, coal dumper machine operator, Larry car operator, welder, and machinist.

The Union bases its case in large part on a comparison between the rate of the operating engineers working at construction projects and the present rate of the car dumper operators on the dock. The operating engineers have an hourly rate of \$3.57 and will receive an increase of 5 cents per hour in November of this year. The car dumper operator now receives \$2.74 per hour on the docks. The Union maintains that the duties and responsibilities of the two jobs are very similar and that therefore a substantial adjustment should be made in the rates of the dockworkers. The Union claims that the present spread of 83 cents per hour between the two rates (and the prospective spread of 88 cents next November) is much too great. The Union contends that the requested 30-cent-per-hour increase will eliminate much of the unfairness between these two rates. Complete elimination of the differential is not asked by the Union because of the amount of overtime which the dockworker gets. The Union maintains, however, that the present differential is too great and should be reduced.

The Company contends that the comparison with the operating engineers in the construction trades is not a valid one since construction work does not afford the steady employment that the docks do.

The Company contends that the increases which they are offering are substantially equal to the increases being granted on the Lake Erie docks in 1957 settlements. They also contend that this would place their rates in substantial conformity to the rates on other docks. The total amount of increases granted since 1950 on the dock is substantially greater than in other cited plants in the Lorain area. The total increases on the dock amounted, since 1950, to about 85½ cents per hour while in the plants cited for comparison the increases since 1950 ranged from 52.2 cents per hour to 85 cents per hour. The Company cites average annual earnings in 1956 in various industries of from \$4,169 to \$5,877 and compares this with the average annual earnings of their employees, which were \$9,398. The Company points out that of its 83 employees, 45 earned over \$9,000 in 1956, 31 earned over \$10,000 and 8 over \$12,000 and 1 over \$13,000. Thus the Company argues that the present economic position of its employees is very favorable and that no increase beyond that offered by the Company should be recommended by the Board.

Recommendation of the Board

The Board recommends that a general wage increase for all jobs represented by the Union of 15 cents per hour be granted by the Company.

The Board also recommends that there be granted an adjustment of all differentials by means of a step-up of one-half cent per job classification with the proviso that the Hulett operator, coal dumper machine operator, Larry car operator, welder, and machinist shall receive 3 cents.

The Board bases this recommendation on the following: Over the years a series of across-the-board increases have resulted in a substantial narrowing of the spread between the top and bottom rates. The second part of the above recommendation, which is one of the Company proposals, will have the effect of increasing differentials. We believe that this is in line with desirable wage policy.

The 15 cents per hour general wage increase is based upon the fact that other docks on Lake Erie have granted a 9-cent general wage increase which was supplemented by a 3-cent cost of living increase on January 1, 1957, and will, apparently, be supplemented by another 3-cent cost of living increase on July 1. The 15-cent general increase which we have recommended will put this dock on a par with these other docks.

Increase in the Shift Differential

The Union is asking that the night-shift differential be increased and that the period of time for which it applies be increased. At present there is a night-shift differential of 9 cents per hour for work performed between 7 p. m. and 7 a. m. The Union is asking that this be increased from 9 cents to 18 cents per hour and that it apply to all work performed between 3 p. m. and 7 a. m. Thus, under the Union proposal, the differential would apply to the overtime hours worked by the day shift (from 3 p. m. to 7 p. m.).

The Union urges its demand because of the fact that while wages have increased in recent years, the night shift differential has not. Therefore, the Union argues, the premium paid for night work, in percentage terms, has decreased; this should be rectified in the Union view.

The Company objects to starting the shift differential at 3 p. m. on the ground that the employee on the day shift, if he works between 3 p. m. and 7 p. m., is already getting an overtime rate of time and one-half, for the hours worked after 3 p. m. He is, therefore, in the Company's view, not entitled to a shift differential also.

The Company points out that no dock contracts will provide during 1957 any shift differentials higher than 9 cents per hour. The Com-

pany also argues that since there is week-to-week rotation of shifts at the Lorain docks, the effect of this would simply be to grant a general wage increase under the guise of an increase in a shift differential.

Recommendation of the Board

The Board urges that this request by the Union be withdrawn. Pushing the starting time of the night-shift differential back to 3 p. m. does not appear to be justified, in the Board's view. This would mean increasing the base rate at the same time that overtime compensation starts. The Union cites the fact that at other docks when a second shift goes on at 3 p. m., they get a shift differential beginning at 3 p. m. It should be noted, however, that under this situation, the men are working at straight-time rates, not at time and one-half, as would be the case at the Lorain docks. At Lorain, workers are on a two-shift basis and cover the period from 3 p. m. to 7 p. m. on an overtime basis if work must be done during that period of time.

Since workers at this dock rotate between the day and night shift each week, increasing the shift differential is, in the Board's view, basically a way of increasing the general wage rate. The Board has recommended elsewhere in this report certain adjustments in basic wage rates. It believes that it has taken care of the "money questions" in that connection and that no increase in shift differentials to crews working on a rotating basis should be made.

A Welder on Each Shift

The Union asks that there be one qualified welder on each shift.

During the hearing on this issue it appeared to the Board that this point had not been fully negotiated between the parties. The Board believes that the parties, through negotiation, can resolve this rather technical and detailed question to their mutual satisfaction.

Recommendation of the Board

The Board urges that the parties negotiate further on this matter since negotiations carried on during the hearing indicated that the parties were very close to agreement on this issue. A resolution of this issue by the parties directly is quite possible and would in the Board's view, result in a much more practical solution than any recommendation that the Board might make.

Adjustment in the Ore Dock Checker-Helper Rate

The Union is requesting that the rate of pay for the ore dock checker-helper be adjusted to the rate of the coal dock checker-helper. At the present time there is a difference of 6 cents per hour in these rates.

The Union contends, and this was not contradicted by the Company, that the job duties of these two classifications of employees are the same and that therefore the lower rate should be adjusted to the higher rate.

The Company objects on the ground that individual wage adjustments to eliminate inequities tend to create other inequities. The Company contends that the step-up program which it is proposing in its general wage offer will substantially take care of this problem.

Recommendation of the Board

The evidence at the hearing on this point was rather brief from both the Company and the Union side of the table. The Board urges the parties to negotiate further on this point. It suggests that, on the basis of the rather small amount of evidence introduced, the Board is somewhat inclined to urge that the Union request be accepted by the Company. If job duties are the same, the rates should be the same.

Machinists Rate Adjustment to be Equal to Electricians Rate

The Union asks that the machinist's rate, now \$2.80 per hour, be adjusted to the electrician's rate of \$2.91 per hour. The Union contends that since both crafts serve a 4-year apprenticeship the rate for the two should be the same. The Union also emphasizes the fact that at the Toledo dock, the two rates are the same in fact even though according to the contract the machinist gets \$2.80 and the electrician \$2.91. In fact there the machinist gets \$2.91, a rate above the contract-specified rate.

The Company objects to this again on the ground that eliminating one alleged inequity really creates another inequity. The Company argues that if the request is granted, the electricians next year will contend that there is an inequity in their rates since they have traditionally been above the rate of the machinist and thus an upward spiral is continued.

Recommendation of the Board

The Board urges that this recommendation be withdrawn. It appears that at the Toledo dock the actual rate of \$2.91 paid to the machinist is a red circle rate, payable only to this occupant of the job, because of unusual and superior qualifications. Since the contract rate at Toledo is still \$2.80, and since a machinist might be employed at that rate if the present occupant of the position for any reason left, the Board believes that equalization of these rates is not appropriate. The Board notes that on a considerable number of the Lake Erie docks there is a differential between the electrician's rate and the machinist's rate.

Number of Holidays

The Union is asking for one more holiday on which workers would receive straight-time pay if no work is performed. They ask that this be Good Friday.

The Union indicates that, in the main, this is a request for more money, although they also indicate that "it is a Christian approach to a religious holiday," and that since men often have to work on Sundays they would like to have more free time on weekends, which this holiday would give them.

The Company contends that no dock gives more than the eight holidays which the Company now gives. There is no solid basis for the claim, in the Company view; rather, the Company contends it is just another way of getting more money for the worker.

Recommendation of the Board

The Board recommends that the Union withdraw this demand. The Union has admitted that this is, for all practical purposes, "a money demand." The Board finds no basis in the industry for granting nine paid holidays. The Board believes that an equitable adjustment of the money question has been recommended elsewhere in this report.

"Hot Cargo" or Diverted Boat Proposal

The Union proposes that a provision be written into the contract to establish that it will not be required to work on boats diverted from any other dock due to a labor dispute, or to work on any boat on which a legal strike has been called.

The Board was told that such provision is necessary in order to prevent work stoppages at this dock and to protect this Union from being used for strike breaking or "union busting."

At least part of this dispute stems from an incident in 1956 when the Union refused to unload a boat on the ground that it was "struck." This resulted in certain litigation in which a restraining order was issued. After the Union released the boat as a "strike-bound boat" it was unloaded.

This situation does not lend itself to easy or simple solution. The issue is a vague one at best and surrounded by various troublesome potentials. Certainly the Union is entitled to protection against being forced into the untenable position of strike breaking. But it seems plain that there may be situations when the Company, acting in complete good faith, insists that a boat be unloaded, and when there is honest doubt whether a vessel is actually carrying "hot cargo." And in such situations it is assumed that the Union would not arbitrarily refuse to unload a boat.

The Board has concluded that the situation can be protected by suitable contract provisions which will take into account such contingencies as the parties may consider likely to arise. The Board is confident that the parties can successfully negotiate such a provision. But we think it is fair and proper to say that if the Union persists in its opposition to an effective grievance procedure, it would not be entitled to the type of protection here discussed.

Recommendation of the Board

The Board recommends that the parties negotiate a contract provision to cover this proposal, in line with the suggestions we have made here, and in connection with our recommendation as to adoption of grievance procedure provision in the contract.

Company's Request for More Flexibility in Calling Up Sunday Crews

Under the present contract provisions, the Company, if it is to have a crew report for work at 11 p. m. Sunday, must notify that crew not later than 3 p. m. Saturday. The Company contends that this 32-hour notice makes a hardship for it. It cannot be sure, it argues, whether or not it may need a crew then because of the uncertainties of the arrival time of boats, due to weather conditions. If it does not notify a crew, the customer who brings in a boat unexpectedly will have to wait to have the boat unloaded and may take his boat to another dock. If the Company schedules in a crew, it may find that it has no work for the crew to do because of the nonarrival of an expected boat and thus it may have to pay for a great deal of nonproductive time. The Company asks that this provision be changed to allow for 12-hour notification in place of the 32-hour notification.

The Union contends that this provision was negotiated in good faith in 1953, because previous to that time workers often had had their week-end social and recreational plans disrupted on short notice. The Union is unwilling to see this protection of the workers surrendered.

Recommendation of the Board

The Board recommends that this matter be withdrawn by the Company. While the present provision may, on occasion, work a hardship on the Company, the Board is loath to urge withdrawal of a gain which the Union has negotiated and enjoyed for some years.

Company Request for Uniform Procedure for Payments of Operator Rates for Winter Repair Work

The Company has agreed that they will pay operator's rates to 12 men doing repair work during the winter season. It appears that fewer than 12 operators have sufficient seniority to be retained for

winter work. A question therefore has arisen as to how other men shall be selected for such rates. The Company asks for the establishment of some procedure for determining which men shall be the ones to receive the operator's rate while doing repair work. The Company suggests that they shall be the senior qualified men on the dock.

Recommendation of the Board

The Board believes that the Company's proposal is in conformity with Article X, Section 1 of the agreement and recommends that the Company proposal be adopted by the parties.

Company Request for the Establishment of a More Extensive Grievance Procedure

Article XV of the 1956 agreement provides: "Investigations and disagreements arising under this agreement will be handled between the management and the committee representing the employees." The Company proposes that a more detailed grievance procedure be worked out, and proposes that arbitration of unsettled grievances be provided. The Company contends that formal grievance procedures, terminating in arbitration, are almost universal in American collective bargaining agreements and urges that such a provision be written into their contract. The Company specifically points out that the other two docks involved in these proceedings have such a provision as the Company is here requesting.

The Union objects to the Company proposal on two bases. First, since the Company and the Union are subject to the provisions of the Railway Labor Act, the adjustment provisions of this Act are open to them. The Union also objects to the possible cost of arbitration and fears that excessive insistence on arbitration may be a great financial strain on the Union.

Recommendation of the Board

The Board urges that the parties draft a mutually acceptable provision establishing a more formal and comprehensive grievance procedure, terminating in arbitration. Such provisions are standard in American labor relations today and their value, in providing a peaceful method of settling disputes over the interpretation and application of a collective bargaining agreement, is unquestioned. The grievance procedure with arbitration as the terminal point is regarded by Companies and Unions all over the Nation as a much better way of settling disputes over contract interpretation than resorting to strikes and lockouts.

Many disputes are likely to arise during the course of a contract's life. One that has been discussed at this hearing is the interpretation of a "Hot Cargo" clause. We have recommended that a hot cargo

clause be included provided that the Union agrees to an effective grievance procedure. It becomes necessary, therefore, for some effective method to be established for adjusting any disputes that arise concerning this clause or any other clause in the agreement, if the Union wishes to secure the "Hot Cargo" clause.

The Union expressed concern over the possible cost of such arbitration. General experience with arbitration provisions is that they are relatively seldom involved. Therefore costs are not likely to be great. It might also be noted that the Company in some instances has agreed to bear all or the major part of the cost of any arbitration cases. This is a negotiable matter which it should be possible for the parties to resolve among themselves.

Additional Matters Submitted to the Board

1. *Payment of Wages to Men Appearing Before the Emergency Board.*

The Union urges us to require the Company to pay for the time spent by its members in appearing before this Board. The short and inescapable answer is that such is no part of the dispute which this Board was authorized to investigate or consider.

2. *Alleged Change in Working Conditions.*

The Union says the Company has made a change in working conditions in violation of the Railway Labor Act and of the Presidential Order creating this Board. The charge is that the job of janitor being open, the Company did not place it up for bids, but filled it through their own selection and hired a new man for the place. This charge, too, may be answered very simply. Assuming the facts to be as the Union represents them it cannot be said that the hiring of this man constitutes a change "in the conditions out of which this dispute arose," within the meaning of Section 10 of the Act.

CLEVELAND STEVEDORE CO.

Requested General Wage Increase

The Union is requesting an across-the-board wage increase of 30 cents per hour.

The Company makes the counter-proposal of a 9-cent increase.

The Union bases its case in large part on a comparison between the rate of the operating engineers working on construction projects and the present rate of the car dumper operators on the dock. The operating engineers have an hourly rate of \$3.57 and will receive an increase of 5 cents per hour in November of this year. The car dumper operator now receives \$2.71 per hour on the dock. The Union maintains that the duties and responsibilities of the two jobs are very similar and that therefore a substantial adjustment should be made in the rates of the dockworkers. The Union claims that the present

spread of 86 cents per hour between the two rates (and the prospective spread of 91 cents next November) is much too great. The Union contends that the requested 30-cent-per-hour increase will eliminate much of the unfairness between these two rates. Complete elimination of the differential is not asked by the Union because of the amount of overtime which the dockworker gets. The Union maintains, however, that the present differential is too great and should be reduced.

The Company, in support of its position, submitted figures showing that both the hourly wage rates and the average annual earnings of its employees were substantially above those in numerous other industrial plants in the Huron area.

Recommendation of the Board

The Board recommends that a general wage increase of 15 cents per hour for all jobs represented by the Union be granted by the Company.

The Board also recommends that there be granted an adjustment of all differentials by means of a step-up of $\frac{1}{2}$ cent per job classification with the proviso that the Hulett operator, coal dumper machine operator, Larry car operator, welder, and machinist shall receive 3 cents.

The Board bases this recommendation on the following: Over the years a series of across-the-board increases have resulted in a substantial narrowing of the spread between the top and bottom rates. The above recommendation will have the effect of increasing differentials. We believe that this is in line with desirable wage policy.

The 15 cents per hour general wage increase is based upon the fact that other docks on Lake Erie have granted a 9-cent general wage increase which was supplemented by a 3-cent cost of living increase on January 1, 1957, and which will, apparently, be supplemented by another 3-cent cost of living increase on July 1. The 15-cent general increase which we have recommended will put this dock substantially on par with these other docks.

Proposal to Eliminate 5:30 a. m. Call

For many years (as long as the witnesses could remember) a plan has been in operation whereby the Company calls men out to report for unloading duty at 5:30 a. m. This has been done under a general provision of the contract giving the Company the exclusive right to direct the working force in the operation of the Docks " * * * provided there is no discrimination * * * ." It appears that the Union is objecting to this procedure because it does not yield as much overtime pay as a 7:00 p. m. callout would provide. The Company points out that it has only one crew at its Dock and that changing this long-standing arrangement would result in a serious money loss. It was testified that in the year 1956 there were only seven 5:30 a. m. calls on the ore dock and seven on the coal dock out of a total of 245 days;

also that the men are usually told before they leave the preceding shift that they are to report at 5:30 the next morning, though they are sometimes notified later, depending on when the Company learns that a boat is arriving.

Recommendation of the Board

The Board is wholly satisfied from the evidence that the present practice is sound and fair and free of discrimination and that there is no just reason for abandoning it. The Board recommends that the proposal be withdrawn.

Notification of 12 Hours Before Call

Article XII, Section 6 of the present agreement reads as follows: "For work on Saturdays, Sundays, and Holidays, employees shall be notified whenever possible at least 12 hours prior to the arrival of a boat at either dock."

The Union requests that the words "whenever possible" be eliminated, thus making it mandatory that workers be notified at least 12 hours in advance when they are to be called for Saturday, Sunday, or holiday work. The Union bases this request on that fact that a similar provision is in the contract at the dock at Lorain. The Union also contends that short notification (sometimes they are notified to report in a matter of 3 or 4 hours) means that it is impossible for the workers to plan any social or recreational life on the weekends since they now must hold themselves in readiness for a call from the dock.

The Company urges retention of the present clause. They argue that, because of the uncertainties of the time of arrival of boats, due to weather conditions, etc., it would place a great hardship on the Company to have to give 12 hours of advance notification to all employees in all situations. They are already giving this much whenever they can and should not, in their view, be required to do any more.

Recommendation of the Board

The Board recommends that the parties negotiate a clause which gives to the employees at this dock some reasonable minimum notification clause in view of the fact that such clauses are common in the industry.

Vacations

Under the present contract vacations are provided as follows: for employees with 1 year of service, 1 week with 75 hours minimum; for employees with 5 years of service, 2 weeks with 150 hours minimum; for employees with 15 years of service, 3 weeks with 225 hours minimum; for employees with 20 years of service, 3 weeks plus 52 straight-time hours pay allowance, with 277 hours minimum. The Union proposes that these vacation periods be changed as follows:

- 1 year—1 week (75 hours minimum)
- 3 years—2 weeks (150 hours minimum)
- 7 years—3 weeks (225 hours minimum)
- 12 years—4 weeks (300 hours minimum)
- 20 years—5 weeks (375 hours minimum)

Very little testimony was offered by the Union in support of these proposed changes. The present vacation plan is as liberal as any in this industry and the vacation pay features make it more liberal than those in other industries.

Recommendation of the Board

The Board is of the opinion that the evidence adduced does not justify the demands of the Union for additional vacations and, accordingly, recommends that this proposal be withdrawn.

Pension Plan

The Union has proposed that a pension plan be adopted to supplement the benefits of the Railroad Retirement Act and that the Company pay the cost of such plan by a contribution at the rate of 8 cents per hour effective January 1, 1958.

The Company has flatly rejected this proposal and refuses to consider any pension plan on the basis that Congress has preempted the field by the enactment of the Railroad Retirement Act under which the Company presently contributes approximately 10 cents per hour.

It appears that such plans are being studied at other docks in this industry and that in other industries plans for the supplementation of Social Security benefits are gaining wide acceptance.

Recommendation of the Board

Accordingly we recommend, as we have with the other two companies involved in this proceeding, that this Company study the matter in ample time to enter into intelligent negotiation upon the subject for the 1958 contract. Under the circumstances the present proposal for contributions effective January 1, 1958, should be withdrawn.

Insurance

The Union proposes that the hospitalization be increased to 120 days coverage, family plan, and that the Company provide \$6,000 group life insurance for active employees and \$2,000 life insurance for retired employees with all premiums paid by the Company.

The Company has offered to pay for all hospitalization benefits for employees only, effective April 1, 1957, and to provide \$3,000 group life insurance for all regular employees on a contributory basis.

It appears that the general trend in this and other industries is for the employer to pay the entire cost of hospitalization and surgical

insurance for its active employees with dependent coverage. It appears that the Union proposal for the provision of life insurance is negotiable on the basis of the Company offer and no justification appears in this record to require the Company to pay the full premium.

Recommendation of the Board

The Board recommends that the Company assume the full payment of premiums for hospitalization and surgical insurance and that the parties negotiate upon the adoption of a group life insurance plan on a contributory basis.

Proposal That Union Be Given a Guarantee of 7 Days Per Week

This Union now works on a 5-day week and is demanding a guaranteed workweek of 7 days. The reason candidly stated by the Union is to enable its men to accumulate more overtime pay during the busy season, to help tide them over the winter. Other docks have a 6-day week, but none have a guarantee of 7 days. Last year this Company had occasion to work its men a total of 11 Saturdays and 9 Sundays during a 35-week season. This Company, a comparatively small one, says it would not be able to afford the financial strain of adding two artificial days with heavy overtime premium pay to the present guaranteed workweek, for what is demonstrated to be consistently unnecessary.

Recommendation of the Board

The Board having carefully considered both sides of this question has decided that it would be unrealistic and unfair to cast this additional financial burden on the Company and recommends that the proposal be withdrawn.

Adjustment of Specific Rates

The Union has asked that the rates of specific classifications of workers, car riders, deck bosses, and others, be adjusted upward.

Recommendations of the Board

The Board feels that it has not been given sufficient detailed information to enable it to make a sound recommendation concerning this request of the Union. The parties have indicated that this matter is negotiable. The Company has indicated that it believes that certain inequities may exist in the rates of some of these classifications. The Board stresses the fact that the parties are much better able than is the Board to decide where any inequities exist and, if they do, how great the inequity is. The Board therefore recommends to the parties that they negotiate further on this issue and the Board believes that such negotiation will result in a resolution of this matter.

Strikes and Lockout Clause

The Union proposes to eliminate Article III of the present contract, reading as follows:

Article III. Strikes and lockouts. Section 1. The Union, its officers and members agree that during the term of this Agreement they will not participate in any strike, work stoppage or slow down of work in respect to any controversy, dispute or grievance until all the means provided by this agreement for handling such matters shall be exhausted. Section 2. The Company agrees that during the term of this Agreement it will not lock out employees because of a labor dispute between the Company and the Union.

The Union contends that since the parties are subject to the provisions of the Railway Labor Act and to the dispute-settlement provisions of that Act, it is unnecessary to have this provision in the contract.

The Company urges the retention of this provision in the contract. They argue that while the clause was first put in the contract at the insistence of the Union, they have since found the clause to be desirable and now support the inclusion of the clause in the contract.

Recommendation of the Board

The Board does not feel that the Union has made out a case for the elimination of this clause from the contract. Members of the Board at the hearing questioned the Union spokesman concerning any possible hardship that the Union believed would result from the continuance of this clause in the contract. No persuasive arguments, in the Board's view, were given in response to these questions from the Board.

It may be, as the Union contends, that the provision is superfluous. If it is only this and nothing more, it can do no harm to retain it in the contract. The Board urges retention on the grounds that clauses of this type are widespread in American industry and are generally regarded as beneficial to both Company and Union. Once the terms of a new contract have been agreed upon, there should be no need for strikes or lockouts during the life of the agreement. If there is a dispute over the interpretation or application of the terms of the agreement, the contract itself provides for an orderly way of adjustment of this dispute, through the grievance procedure and, if necessary, through arbitration.

In short, no showing was made that this would result in any hardship on the Union and in the view of the Board it is in line with accepted and desirable industrial relations procedure.

Increase in Shift Differential

The Union is asking that the night-shift differential be increased. At present there is a night-shift differential of 9 cents per hour for

work performed between 7 p. m. and 7 a. m. The Union is asking that this be increased from 9 cents to 18 cents per hour.

The Union urges this because of the fact that while wages have increased in recent years, the night-shift differential has not. Therefore, the Union argues, the premium paid for night work, in percentage terms, has decreased; this should be rectified, in the Union view.

The Company points out that no dock contracts will provide during 1957 any shift differential higher than 9 cents per hour. The Company, when there was negotiation on a 3-year contract earlier, offered to increase the shift differential effective in 1958 but urges that there is no precedent for such an increase in the 1 year, 1957, contract now being discussed between the parties.

Recommendation of the Board

The Board urges that this request of the Union be withdrawn. In its opinion no persuasive showing was made to the Board that would justify the recommending of this increase in the shift differential. No other dock on Lake Erie, as far as the evidence goes, will pay more than a 9-cent shift differential during 1957. We see no reason for recommending that the dock at Huron do so.

Request for Additional Paid Holidays

The Union is requesting two additional paid holidays, Washington's Birthday and Good Friday. At present the workers on this dock have holiday pay for seven holidays.

The Union urges the granting of the two extra holidays in order that the number of holidays that the workers at this dock will have, if the request be granted, will be the same as the number at the other two docks involved in this case, if their requests be granted.

The Company contends that this is basically a request for more money and that, as such, it is not warranted.

Recommendation of the Board

The Board urges that the parties agree to increase the number of paid holidays at this dock by one, namely Washington's Birthday. If this is done the number of holidays here and at the Toledo and Lorain docks will be the same and will be in line with the general industry practice. We believe that this portion of the Union's request is justified since it will result in an equalization of conditions between the three docks with respect to holidays. Since in other portions of this report we urge no extension beyond eight of the number of holidays at the other docks, we also urge the dropping here of the request for the ninth holiday.

NATHAN CAYTON, *Chairman.*

DUDLEY E. WHITING, *Member.*

MORRISON HANDSAKER, *Member.*

