



HAMTC Negotiating Committee Serves Notice of Contract Cancellation; Talks Continue; Membership Meeting Called; Council Presentations Reported

Last week, the HAMTC Negotiating Committee served notice on G.E. that the HAMTC - G.E. Agreement will be terminated on October 29 unless a new contract has been agreed upon at that time. This week contract negotiations are continuing. Mass meetings for all union members will be held in the Labor Temple on Wednesday, October 5 (9:00 a.m. and 7:30 p.m.). The Negotiating Committee will make a report at that time.

The following are formal presentations which the Council has made to G.E. thus far in the course of the negotiations.

PRELIMINARY STATEMENT

These negotiations are concerned with the definition and maintenance of wages, hours of work and other conditions of employment for more than 3500 atomic workers.

As a group, these employees have long experience in the atomic energy industry; they are greatly skilled, not only in accomplishment of conventional maintenance and production functions, but also in the new and special techniques which they have developed to meet the needs of a "low cost, high production" plutonium plant. Moreover, they have given of their qualities of workmanship with pride and dedication. In short, they have contributed in hard and unrelenting quantity to accomplishment of the highly specific and vitally important national purpose which accounts for Hanford's existence.

The Council is not alone in the foregoing evaluation of the employees it represents and the nature and quality of the work they do. Representatives of the Federal Government have made their views on the subject quite clear. For example, reference is made to the following quotation from an article entitled "HAPO People Receive Plaudits of Atomic Energy Commissioner" which appeared in the G.E. NEWS for January 17, 1958:

"Atomic Energy Commissioner Dr. Willard F. Libby, during a press conference this week with Tri-City newsmen lauded General Electric employees at Hanford for the magnificent job that's been done in the production of plutonium."

Company spokesmen have verified that those we represent have done a "magnificent job." Thus, the G.E. NEWS for March 23, 1958 reported as follows:

"Interestingly enough, Hanford's importance hasn't diminished since those atom pioneering days. One could say Uncle Sam thinks three times as much of Hanford as he did at the first. Since the end of the war, the investment in Hanford has grown from \$350,000,000 to more than \$1 billion.

"Hanford has an impressive heritage. The intricate skills, the ability to meet the challenge and capacity to perform at maximum effort are as much a part of Hanford people today as they were of Hanford people 15 years ago."

On October 3, 1958 the G.E. NEWS stated it this way:

"The purpose of Hanford and its people is as desperately necessary today as it was 14 years ago. That purpose, unchanged, is to guard the nation and to push forward the frontiers of the atomic age for better living in peace."

"Hanford today is a salute to the people who made it possible 14 years ago. Hanford today is also a salute to the people who work here today, for on their ability and loyalty depends the peace and development of the world."

A more specific Company reference to the special qualities demanded of Hanford craftsmen was made in the August, 1960 issue of MILL AND FACTORY in an article written by Mr. Max G. Petersen of CPD. Mr. Petersen said:

"Conventional maintenance methods do not always provide the most economical results in a plutonium plant. This is particularly the case when you consider the amount and variety of specialized equipment needed to produce the product. Many items are very expensive and warrant more than usual maintenance attention.

"Some methods, therefore, used by General Electric's Chemical Processing Department at the Hanford Atomic Products Operation near Richland, Washington, are foreign to popular maintenance concepts. At the same time, of course, many maintenance practices are familiar and well established.

"Procedures were based on the premise that individual craftsmen could be developed to think and act in an analytical manner. He must not be just a pair of hands waiting for instructions."

Mr. Petersen then described the "block system" of maintenance stating that "the craftsman over a period of time, becomes an 'expert' in his particular area, and can supply immediate information on the condition of any particular piece of equipment." He added that "it became a matter of pride with the craftsman to maintain continuity of operation of his assigned equipment."

Another recent GE comment was featured in the G.E. NEWS of June 24, 1960:

"Hands man's most basic and useful tools. Machines can do lots of work for industry, but there'll always be a need for the skillful, careful, dexterous touch of the human hand. Experienced hands are one of the things that contribute to efficient performance and high-quality products.

"The hands shown on this page are those of six employees in Chemical Processing Department. These hands, and many more like them, helped CPD achieve several production records during 1959 and early 1960."

It is undisputed then, that Hanford's productive capabilities are vital to the national interest and outstanding in the industrial world. Those we represent, by their "intricate skills," by their "abilities to meet the challenges" of the industry, and by their "experienced hands" are directly lending to such capabilities in a superior manner. In return, they can properly expect superior conditions of employment. It is from this basic and fundamental position that the Council offers the following statements.

I. General Wage Increase

The Council has proposed a general increase of at least 5% of current wages per year for the life of the new contract. With respect to proposal, the Council offers the following information.

1. Government employees pay increase.

Hanford is a Federal project. The money expended for wages is from taxes paid to support national functions; it is not derived from "profits." The purpose of Hanford is not to make money for a limited group of Americans; rather, its purpose is co-extensive with the interests of all Americans.

The Congress of the United States has had recent occasion to extensively consider the proper extent to which tax funds should currently be expended for the purpose of effecting wage increases for those who are directly serving a national purpose. In the course of such consideration, the Executive Branch of the Government urged that substantial wage increases would be inflationary and harmful in their effects on the economy and should be avoided. This G.E.-type argument was rejected by the Congress, a Presidential veto was overridden, and a general wage increase of 7½% was established for hundreds of thousands of Government workers including those who are employed at Hanford. (See Public Law 86-568, 86th Congress, HR 9883, July 1, 1960, 74 stat. 296.)

The Council believes this was a wage development material to these negotiations. We re-emphasize that the amount, 7½%, was advisedly set by the Congress of the United States in the context of all the celebrated alarms about "inflation," which have been raised by G.E. and other highly profitable corporations.

2. Other 1960 Increases.

According to the Bureau of National Affairs and the Department of Labor the majority of representative wage settlements in American industry during the second quarter of 1960 were for ten cents or more per hour. On the basis of a national average factory wage of \$2.28 per hour (as reported by BLS) this wage trend represents a percentage increase of about 4½%. This percentage, by the way, also represents the trend of negotiated settlements in the electrical industry of which G.E. is a part. Such an increase at Hanford would not take account of material factors special to this location. Of course, such special factors should be reflected in an increase for those we represent.

3. Hanford Productivity Increases.

The Council has not as yet been supplied with exact figures as to bargaining unit productivity. However, we say with all confidence that the gains in this respect have been genuinely spectacular. Our people know they have been doing well in productivity on the basis of their own observations and on the basis of formal "information meetings" conducted on-plant by high-ranking G.E. managers. This is a special factor which economic justice demands be recognized.

We, as trade unionists, are sincerely gratified that the greater Hanford productivity has quite probably resulted in lower labor costs per unit, lower overhead and fixed costs per unit and higher total production for defense purposes. This is not to say, however, that AEC can properly claim all the benefits from the "magnificent job" which Commissioner Libby, and others, acknowledge that our people have contributed to increasing the production of vital plutonium.

4. Productivity Generally.

We recognize that there are differences of opinion as to the proper method of evaluating and relating generally increased productivity to specific wage negotiations. It seems to us, however, that in negotiations concerning maintenance and production workers, the only possible relevancy is the increase in output per man hour by employees actually engaged in manufacturing. According to various sources, including the Joint Economic Committee of the U. S. Congress and the Bureau of Labor Statistics, it seems quite clear that this overall output has increased by some forty per-cent during the past ten years (and will continue to increase at an even faster rate in the future.) The

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real wages of those we represent did not raise at this pace. From 1950, such real wages have risen less than 30%.

5. Living Standards.

The Company is, of course, familiar with the work of the University of California's "Heller Committee for Research in Social Economics." The Heller Committee has found that "the sum of those goods and services that public opinion currently recognizes as necessary to health and reasonably comfortable living" is \$6,538 per year for a home-owning family of four. The average "assured" wage of a bargaining unit employee is \$3.11 per hour. This can be translated into a possible annual wage of about \$6,468, some \$169 less than the Heller standard of living requires.

It is to be especially noted that the Heller Committee budget does not envision lavish or luxurious living. To illustrate this point, some of the allowances of the Heller budget are as follows:

1. Purchase of a five year old used car and its replacement every four years by another used car.
2. The husband owns one hat and gets a new one every four years.
3. The husband has two suits and buys a new one every three years.
4. Each member of the family is permitted two glasses of milk a day.
5. One visit to the movies is permitted every two weeks.
6. An annual vacation allowance of \$40 is permitted.

Another important point is that the last Heller budget was priced about one year ago and does not reflect the substantial price rises since then.

A 5% wage increase would bring the Hanford "assured" average wage in line with the Heller standards. Large numbers of our people live below these standards now.

By way of summary, the Council re-affirms its position as to the basic fairness of 5% increase in current rates. This amount is some 2½% less than the percentage raise deemed appropriate by Congress for 1960 after listening to all the pros and cons about expenditure of Government funds for wage increases at this time. While 5% here is somewhat above the national "pattern" in private industry insofar as resulting cents-per-hour may be concerned, such ten-cent "pattern" is quite close to 5% increase of the average hourly earnings for manufacturing employees generally. This is to say that our request for 5% wage adjustment is not significantly out of line with wage developments generally and is not at all out of line when due and proper consideration is given to the acknowledged special and substantial contributions of our people to a special plant which exists solely for national defense. If we were to say, for sake of argument, that the national pattern is no more than 3½%, the Council is asking for only 1½% to reflect the employees' contributions to what all concerned recognize as the spectacular productivity gains unique to Hanford.

The Council also wishes to address comment to the Company's presentation regarding its comparison of wages paid our people with those paid employees in various other plants around the country. Although the Company did not formally voice any conclusions from these comparisons, it seemed quite apparent to us that the G.E. inference was that Hanford people are rather seriously over-paid or should, at least, be quite content with the status quo.

In any case, as we understand the surveys in question, they were, in large measure, made at a desk. By this we mean, we cannot believe that a General Electric representative systematically went into the various plants and carefully found that the work done therein by "Machinists," for example, was the same as done by Machinists at Hanford. Indeed, we are firmly of the conviction that no genuine counterparts can be found for many of the classifications in the bargaining unit, e.g.; File Operator. Be this as it may, there are grave questions as to the value of wage surveys. Thus, Bloom and Northrup said in their book "ECONOMICS OF LABOR AND LABOR RELATIONS" (Blakiston Co., 1950, p. 194):

"In the same industry or area the same job title may be used for dozens of dissimilar operations. The War Labor Board found that it was impossible to make comparisons of interplant rates on the basis of job titles, but instead required detailed job descriptions and often sent investigators to plants in order to check on the descriptions as well. Even then, one could never be absolutely certain whether 'Tool and Die Maker A' and 'Screw Machine Operator B' meant the same thing for the Jones Company as for the Smith Company."

All this is to say, that it does no real good to compare apples with oranges. The Council is of the opinion that comparing bargaining unit jobs with those at the Janzen swim suit mill or the National Biscuit Company, for examples, is assuredly as valueless as comparing apples with oranges no matter how carefully the comparison is done. The Council is also of the opinion that the jobs at most of the companies "surveyed" bear no real resemblance to those at Hanford for a number of obvious reasons stemming from the nature of the atomic energy industry.

We say further that the Company's conclusions that Hanford people receive 10.4% more in hourly wages than do those employed in Northwest industry generally merely confirms our position that warranted differentials between bargaining unit jobs and those on the "outside" are not now wide enough! Surely, no one will seriously argue that 29c per hour is really adequate compensation for the special demands and conditions of the atomic energy industry or, as the Company has broadly put it, "the intricate skills, the ability to meet the challenge and capacity to perform at maximum effort."

If our recollection serves us correctly, and we think it does, we were told by G.E. in the fall of 1955 that Hanford rates were then some 14% higher than those in the Northwest. If this was an accurate figure and the differential offered by the Company in these negotiations is also accurate, our people, as atomic workers, have lost con-

siderable ground notwithstanding their admittedly superior performance during the past five years. This prejudicing of the relative wage position of bargaining unit employees is hardly an appropriate reward for a job well done.

II. Cost Of Living Increases

The Company, in 1960, is widely proclaiming that cost of living "escalators" are highly inflationary and improper. Indeed, by widely announcing what amounts to a fixed position by one of its Vice Presidents (and many others), the Company, it seems to us, is dangerously close to what realistically, if not legally, must be regarded as a refusal to bargain in good faith concerning this subject.

It is most informative and interesting to compare the Company's present evaluation of escalator clauses with what it was telling its employees four years ago when the "Better Living" publicity was enjoying Company favor. For example, reference is made to the G.E. NEWS for July 27, 1956 and the article therein entitled by banner headline, "Better Living Brings Another Wage Increase." We quote therefrom as follows:

"The 1% cost of living pay increase effective July 30 for most non-exempt employees announced this week will not only mean more money in weekly pay checks but will also protect the next annual 'Better Living' pay raise from being eaten up by higher living costs, it was explained by L. L. German, Manager, Employee and Public Relations.

"An outstanding feature of General Electric's 'Better Living' program, the escalator cost-of-living arrangement guarantees that the annual pay increases will always mean increases in purchasing power for employees. If the cost of living rises sufficiently, pay also rises — and increased living costs can never eat up the guaranteed annual increases."

In the September 21, 1956 issue of the G.E. NEWS, the Company went all out with two full pages devoted to a "Progress Report On The Better Living Program at Hanford." Here again, we were told about the escalator clause and its worthy purpose: "... the cost-of-living escalator arrangement will continue to help protect the purchasing power of these employees in any inflationary period."

The Council agreed with the wisdom and protection and overall economic fairness represented by the "cost-of-living arrangement" in 1955 and it holds fast to this position in 1960. Our people must be assured that their compensation will not be eroded and lessened by rising prices. Accordingly, we propose a continuation of escalator protection with formula based on 1960 wage rates and the 1960 BLS cost-of-living index. Contrary to G.E.'s present propaganda position, cost-of-living wage adjustments do not enhance inflation. Such adjustments are earned and paid after prices have already elevated.

At this time, the Council acknowledges an inadvertent error in its original "proposal" letter to the Company. The cost-of-living formulas therein proposed should have read 1% increase for each .5% increase in the 1960 BLS index.

COMMENT ON COMPANY WAGE OFFER

The company's proposal of two wage increases, the first of 3 per cent to be effective October 3, and the second of 4 per cent to be effective on April 2, 1962, would add up to an average total of 2½% per cent per year during the three-year contract. This contrasts with the general wage increase of approximately 3½% per cent per year in each of the last two years.

With respect to the alternative offer, whereby the Company would give us a 2% increase per year and another holiday and 4 weeks vacation after 25 years, this is also unsatisfactory. The holiday allowances and liberalized vacations are due our people in addition to the 5% general wage increase proposed above.

In addition, the company has proposed the elimination of the cost of living escalator—which escalator yielded over 10 per cent in wage increases in the last five years.

G.E. stands alone among major manufacturing corporations in seeking to eliminate the cost of living escalator in this year's negotiation. While some modifications were made in the cost of living escalator clauses in steel and aircraft negotiations in the past year, they have nevertheless been continued. Of course in other industries such as auto and farm equipment, these escalator clauses also continue in effect.

III. Holidays

The Council has proposed that the employees it represents should be granted and guaranteed eight paid holidays per year. The Council has also proposed that the premium for holiday pay be increased from "double-time" to triple time. By way of further support for and explanation of these proposals the Council submits the following information:

Eight Paid Holidays

1. B.L.S. Study

In 1958, the Bureau of Labor Statistics conducted a study of 1736 collective bargaining agreements each of which covered 1000 employees or more. Of these agreements, 1561 provided for paid holidays. The holiday provisions thereof were compared by BLS with holiday provisions in seventeen hundred and one 1950 contracts and with fifteen hundred and sixteen 1952-3 contracts. The results of such comparisons revealed the following trend:

Per cent of Major Agreements with
eight or More Paid Holidays

| | |
|------|-----|
| 1958 | 27% |
| 1952 | 14% |
| 1950 | 14% |

2. I.U.D. Study

As study conducted by the Industrial Union Department, AFL-CIO, in early 1958 confirmed that the trend is clearly toward 8 or more paid holidays per year. More specifically, of 187 agreements examined, 28, covering 11% of the employees involved, called for 8 or more holidays. None of the agreements studied covered less than 5000 employees. Altogether, the agreements covered 2.8 million people.

An especially significant finding in the course of the study was that the trend to eight or more paid holidays is not confined to one or two industries. On the contrary, such trend is apparent in a number of fields. This point may be illustrated as follows:

a employee's future earning capacity, in terms of sick leave, is not lessened because he finds its necessary to use time earned by his work in the past.

The Council also stands opposed to what is an apparent attempt on the Company's part to disqualify employees with less than one year's service from receiving any sick leave at all.

VIII. Shift Premium

According to all the information available to the Council, General Electric employees at installations other than Hanford receive shift differentials of 10% for the second and third shifts.

Application of this standard should also be made here.

The Council Committee proposes use of General Electric's 10% standard in the following way:

TOTAL COST OF SHIFT DIFFERENTIAL AT 10 PER CENT
MINUS

TOTAL COST OF SHIFT DIFFERENTIAL AT PRESENT RATES

DIFFERENCE TO BE APPLIED TO A UNIFORM PREMIUM PAID TO "SHIFT WORKERS" FOR WORK DURING DAY TIME HOURS. This plan envisions no change in premiums presently paid for the evening and night time hours.

In making this proposal, the Council points out to the Company that inconvenience attendant upon rotating hours of work is not confined to the hours presently covered by shift premium provisions.

IX. Safety

"The Council is unwilling that the adequacy of safety measures continue as a matter for the Company's exclusive determination. The Council is also of the conviction that a union-designated observer should participate in all accident investigations." (From the Council's letter to the Company of July 22, 1960.)

About fifteen months ago, the AFL-CIO Standing Committee on Safety and Occupational Health held its first national conference in Washington, D. C. This was a working conference among representatives of some fifty national and international unions. One of the conclusions reached by the delegates has been set forth as follows: "Cooperation between labor and management will provide America with a far better pathway to safety than progress through tragedy . . . the key to labor-management cooperation is the joint labor-management committee for safety and occupational health — not endless, wordy speeches praising cooperation." (Richard F. Walsh, "The Subject Was Safety," AMERICAN FEDERATIONIST, May - June, 1959.)

The Council, of course, subscribes to the view that cooperation between labor and management is mandatory if there is to be a maximum effort safety program in any plant. It is in the interest of more meaningful cooperation that the Council makes the following comments:

1. The present Safety clause in the HAMTC-GE Agreement is seriously defective for the reason that it fails to recognize the legitimate place and interest of the employees in connection with the formulation of safety policies and rules. Thus, the current agreement says, "The Company will continue to provide safety equipment (etc.) . . . as deemed necessary by the Company to minimize accidents and health hazards . . ." This basic defect is not cured by establishment of safety committees with employee members because such committees are given no charter of authority or function.
2. The current clause is also defective because it does not provide for employee participation in the investigation of actual accidents and the clauses thereof.
3. The current clause is further defective for the reason that it does not protect an employee assigned to perform a job which he believes, in good faith, to be unsafe.

In offering these comments, the Council is not at all critical of the work of the safety committees presently operative. Rather, it is the Council's purpose to "beef up" such committees with better defined responsibilities and functions so that they may lend even greater contributions to the prevention of accidents and occupational diseases.

Specifically, the Council makes these proposals:

1. Appropriate area or departmental safety committees be set up with equal representation from Labor and Management. These committees will function, as such, and not as a part of any other safety committee or committees.
2. Meetings of the committees can be called by Labor or Management; In any case, the committees will meet monthly. Formal records of the committees will be kept and copies thereof will be furnished to the Council.
3. The Committees will be specifically empowered to conduct periodic safety inspections; the committees will also be so empowered to make specific recommendations to the Company.
4. No employee shall be subject to discipline for refusing to work on a job which he conscientiously regards as unsafe, until the job has been designated as safe by the appropriate committee established by the collective bargaining agreement.
5. Observers, designated by the Council, should participate in investigations of all "sub-major" and "major" accidents.

| Company | Union | Location |
|--|---|-------------|
| Sandia Corp. | Atomic Projects and Production Workers | Albuquerque |
| ACF Industries | Lodge 794, IAM | Albuquerque |
| Argonne Nat'l Laboratory, (U of Chicago) | Argonne Atomic Trades Council | Chicago |
| Union Carbide Nuclear Company (Oak Ridge Nat'l Laboratory) | Oak Ridge Atomic Trades and Labor Council | Oak Ridge |
| Union Carbide Nuclear Co. (Y-12 Plant) | Oak Ridge Atomic Trades and Labor Council | Oak Ridge |

These proposals are not new and revolutionary as the Company will recognize. Citations to other atomic energy agreements demonstrate that our proposals have ample precedents. Thus, joint committees with specified power to recommend have been established by the following parties at the following locations:

Further, it is not at all uncommon to find provisions giving employees protection from working on jobs they, in the exercise of their judgment, regard as unsafe. For examples, we call the Company's attention to the following atomic energy agreements providing for such protection:

1. ACF Industries and Lodge 794, IAM.
2. Mason & Hanger—Silas Mason Co., Inc. and Amarillo Metal Trades Council.

As stated above, the Council's motivation in making the above proposals, and all of them, is to further lessen the accident rate at Hanford. We can see no reason at all why the Company would object thereto.

X. Distribution of Overtime

The Council has considered the Company's position with reference to the mechanics of overtime distribution. The Council remains convinced that the values and principles represented by the present programs are worthy of preservation. Therefore, the Council is unwilling to make changes therein which have been suggested by the Company at this time. The Council wishes to repeat its position that the various overtime arrangements presently operative have varied in the success of their respective operations with the qualities of their administrators. Determined administration, as we see it, will result in elimination of remaining trouble spots. This has been demonstrated by the mutual experience of the Company and the Council.

The Council particularly stresses its unwillingness to abandon the "red 8 system" where it is currently used. We do not want employees in a position where the Company can impose any other penalty against them for refusing overtime.

Of course, overtime procedures are subject to review at any time during the life of the contract should new problems arise.

XI. Radiation

The Council was pleased to have the benefit of Mr. Keene's general review of radiation protection, the work of the NCRP, and the current Hanford system relating thereto.

On the other hand, the Council is not at all certain that this subject lends itself to the "pat" treatment afforded it by the Company's presentation.

The Council, of course, has no desire to sound unwarranted alarms or to excite unnecessary fears. It does seem however, that a lot of work remains to be done before unreserved assurances can be given in the manner of the presentation in question. Thus, the following article by Austin G. Wehrwein, of the NY TIMES news service, appeared in the SEATTLE POST-INTELLIGENCER for September 11, 1960:

"Chicago, Sept. 9—Scientists reported here today mounting laboratory evidence that even tiny amounts of radiation affect living things.

They expressed concern, not only about the danger of physical damage but of radiation-induced changes in behavior, sight and the intellect. They did not debate the permissible level governments should set.

But their findings and postulates, presented to the first international symposium on the response of the nervous system to radiation, could lead to repercussions in the field of the military and civilian use of nuclear energy and in the use of X-rays and other forms of radiation by doctors.

EXPERTS ARE coming to believe that low-level radiation affects more parts of the body than had been previously recognized. Exactly how dangerous any given amount can be is part of the problem yet to be solved.

Up to now, Soviet scientists have done most of the research on radiation dosages below 10 roentgens. But now Americans are going deeper into the subject.

A chest X-ray in a hospital exposes the patient to a tenth of a roentgen, but cancer treatment often exposes a patient to 200 roentgens a day.

Mobile X-ray units used for mass testing for tuberculosis often produce one roentgen.

DR. PAUL S. HENSHAW of the division of biology and medicine of the Atomic Energy Commission raised the question whether low levels of radiation could affect the intellect.

"The underlying practical problem," he said, "and one of particular concern to the agency I represent, is whether low levels of environmental radiation affect in any way what we shall refer to simply as the power of intellect."

He said that if "low level" was taken to mean 100 to 500 roentgens, an amount that would be present after an "nuclear incident," there was evidence of change in the intellect.

IMPROVEMENTS in scientific techniques are such, he said, that "We would scarcely be justified in concluding at this time that levels even a few times background are inconsequential."

By background he meant the amount of radiation in nature.

"Although the information now available is limited and fragmentary, it is sufficient nevertheless to show that radiation can and does have late as well as acute effects on the nervous system, and thereby on residual capabilities of the individual and group minds," he said.

This article, in so far as we are concerned, adequately illustrates our point that the capacities of radiation for harm remain relatively ill-defined. Certainly, it is not proper in our judgment to suggest that the radiation problem is in the same general area with problems created by the industrial use of caustics and acids. In any case, Hanford employees are exposed to both caustics and acids AND radiations.

The Company has made no proposals to change radiation exposure control limits now being used in the field. The Council originally made tentative proposals in this area which it herewith withdraws. Our union, of course, does not waive its right to bargain concerning these limits. Also, we are cognizant of the Company's repeated commitment that any proposed changes in such limits in actual operation will be subject to discussion with the Council.

| Industry and Company | No. of Holidays |
|---|-----------------|
| Brewing | |
| Brewers Board of Trade, NYC | 9 |
| Brewery Proprietors of Milwaukee | 9 |
| California Brewers Institute | 8 |
| Meat Packing | |
| Armour and Company | 8 |
| Rath Packing Company | 8 |
| Swift and Company | 8 |
| Wilson and Company | 8 |
| Textile | |
| Dyeing and Finishing Companies, New York and New Jersey Metropolitan Area | 8 |
| Printing | |
| Metropolitan Lithographers Assn. New York City | 10 |
| Petroleum | |
| Sinclair Companies | 8 |
| Standard Oil of Indiana | 8 |
| Fabricated Metal Products | |
| American Can Company | 8 |
| Continental Can Company | 8 |
| Crane Company | 8 |
| Machinery Except Electrical | |
| Royal McBee Corporation | 8 |
| Electrical Machinery | |
| Raytheon Manufacturing Company | 8½ |
| Transportation Equipment | |
| Bell Aircraft | 8 |
| Boeing Airplane Company | 8 |
| Fairchild Engine and Airplane Corporation | 8 |
| General Dynamics Corporation | 8 |
| Pacific Coast Shipbuilders | 8 |
| Instruments | |
| Sperry Rand Corporation | 9 |

3. Bureau of National Affairs Study

In 1957, BNA studied 400 "representative" union contracts. It found, at that time, that 17% of the contracts provided for 8 or more holidays. In 1960, BNA found that the percentage had risen to 28. Here again, the trend is clearly evident.

4. HAMTC Study of Seven Metal Trades Contracts in Atomic Energy.

The Council has reviewed seven current contracts covering employees in the atomic energy industry. The following are the results of such review:

| Company | Union | Holidays |
|--|---|----------|
| Argonne | Argonne Atomic | |
| National Laboratory | Trades Council | 7½ |
| ACF Industries, Inc. | Lodge 794, IAM | 8 |
| Mason & Hanger | Metal Trades | |
| Silas Mason Co., Inc. | Council of Amarillo | 8 |
| National Lead Co. | Fernald Atomic Trades and Labor Council | 8 |
| Sandia Corporation | Atomic Projects & Production Workers Metal Trades Council | 8 |
| Union Carbide Nuclear Company (Y-12) | Oak Ridge Atomic Trades and Labor Council | 8 |
| Union Carbide Nuclear Co. (Oak Ridge Nat'l Laboratory) | Oak Ridge Atomic Trades and Labor Council | 8 |

This study confirms again that eight paid holidays are clearly in order at Hanford with no strings attached.

5. Additional Premium For Holiday Work.

As matters now stand, a Hanford employee receives no genuine premium for working a holiday. He receives the holiday allowance to which he would have been entitled had he performed no work at all plus the usual straight time for the work he does. This is quite clearly improper in that there is no recognition whatsoever of the inconvenience occasioned by the holiday work. Thus it is, that in each of the atomic energy contracts listed above an employee who works on a holiday receives his eight hours allowance for the holiday plus time and one half for the hours he may work thereon. It is also not at all uncommon for employees to receive their regular holiday allowance, plus two times their regular rates for hours spent at work on the specified days. The Company's presentation acknowledged that five Northwest employers (over 14% of those surveyed) follow this practice. It did not specify, however, that one of the five was Boeing Airplane Company, the States largest employer. We respectfully suggest that this was a significant omission.

In summary, the Council on behalf of the employees it represents, renews its proposals that 8 paid holidays be guaranteed and that a proper premium be paid for holiday work.

IV. Vacations

HAMTC has proposed for G.E.'s consideration that the vacation program be modified as follows: two weeks vacation with pay after one year of service; after five years of service, vacations should lengthen at the rate of one day per year to a maximum of 20 days after 15 years.

In making this proposal, the Council was mindful of the ever increasing numbers of collective bargaining agreements which provide for maximum vacations of four weeks. Here again, the trend is quite apparent. Thus, BNA, in a 1956 study found that 16% of about 400 agreements examined established vacations of four weeks. This percentage was more than double what it had been with respect to same agreements in 1953. BNA currently reports, as a result of its continued analysis of the agreements in question, that 29% thereof now provide for maximum vacations of four weeks.

The same tendency is revealed by various other research projects which have inquired into the length of vacations. For example: The 1953 IUD Study found that 43% of 137 contracts, each of which covered 5000 or more workers, provided for maximum vacations of 3½ to 4 weeks; the 1959 Steel Study found that 31% of 277 agreements, covering 4.3 million workers, specified maximum vacations of four weeks.

It is true that twenty to twenty-five years service is a qualifying factor for a vacation of four weeks in many cases. However, other companies have agreed to four week vacations for service which is considerably less than the twenty to twenty-five year standard. Some of these important employers may be listed as follows:

| Employer | Years of Service Required For Four Weeks |
|-----------------------------------|--|
| Caterpillar Tractor | 10 |
| Boeing Airplane Company | 10 |
| American Tobacco Company | 10 |
| California Brewers Association | 12 |
| Argonne National Laboratory (AEC) | 15 |

The Council is not only concerned with maximum vacations of four weeks. As the proposal reflects, the Council is also concerned with increasing vacations after five years service. In so proposing, the Council was again supported by the unmistakable trend. Thus, references to the various studies previously mentioned reveal the following:

BNA — In 38% of the agreements studied, the third week of vacation was reached after 10 years service.

IUD — In 25% of the agreements studied, the third week of vacation was reached for less than 15 years service.

STEEL — In over 40% of the agreements studied, the third week of vacation was reached for 12 years service or less.

ATOMIC ENERGY — At Oak Ridge, an employee works 10 years for three weeks vacation; at Argonne National Laboratory, an employee works 5 years for three weeks vacation; at Amarillo (Silas Mason, Inc.), an employee works ten years for three weeks vacation; an employee at Albuquerque (Sandia Corporation) receives a vacation allowance of two days for every calendar month in which he works—30 straight time hours.

Considering the above and foregoing, it is quite apparent that the Hanford vacation program should be liberalized along the lines suggested by the Council.

V. Apprenticeship

In its proposal letter of July 22, 1960, the Council stated: "The Council renews its position of long-standing with respect to an apprenticeship program. The Company and the Council should negotiate such a program which recognizes appropriate governmental and trade union standards." In support of this position the Council submits the following information to General Electric Company:

There seems to be little question about the general national need for training ever-increasing numbers of skilled craftsmen. This need is as great at Hanford as it is anywhere in the country.

Further, there seems to be very little question about the lack of an adequate training program at Hanford for our people. The Council has been hammering on this point for years. At the negotiating session of September 15, 1960, the Company, by Mr. Michelson, finally acknowledged:

"First, I want to make clear the Company recognizes that the extent of our present training program is less than what it should be for bargaining unit people."

Mr. Michelson then outlined a new "training program" which the Company states it will unilaterally institute and administer sometime next year.

The HAMTC, on the other hand, remains of the conviction that an immediate and jointly administered program is the best answer to the Hanford training problem.

This conviction is strengthened by our knowledge of the uniform success of such programs throughout America. This success has been reported in the following terms by Mr. Edward E. Goshen, Executive Director, Apprenticeship Service, Bureau of Apprenticeship and Training, U. S. Department of Labor:

"Again, I believe I should repeat to you that the Government's interest in apprenticeship and training is to guide the way for a greater America; for a greater opportunity for the workers and to help build our industries. The Government cannot train your craftsmen for you. That is a responsibility of management and labor. And every effort must be made to keep apprenticeship under the control of labor and management. This is being successfully done through the Joint Apprenticeship Committees.

"The success of these Joint Apprenticeship Committees is outstanding proof of the ability of management and labor to work together harmoniously and effectively in foreseeing and fulfilling the needs of industry."

"The Bureau of Apprenticeship and Training urges wider acceptance of apprenticeship because waste is inefficient; because the welfare and safety of this country need skilled craftsmen; because the prolonged process of picking up a trade is an unwarranted burden on the individual citizen, as well as an impediment to an improved economy. Those with experience know that the only efficient avenue to craftsmanship is through bona fide apprenticeship." (Speech in San Francisco, California, September 15, 1959)

Jointly administered apprenticeship programs are not foreign to AEC installations. Such a program is in effect at the Sandia Corporation operation, Albuquerque, New Mexico, for example. This program came about as a result of the following expression from the Atomic Energy Labor-Management Relations Panel:

"The Panel believes that an AEC contractor having need for employees having special skills which may be acquired only through extensive training has an obligation, both in terms of the public interest and its own needs, to establish training programs which will insure that a substantial part of its need for special skills is met by upgrading. Presumptively, such a contractor should be willing to establish, to the extent feasible, apprenticeship programs meeting the standards of the Federal Bureau of Apprenticeship." (Panel Recommendation—Sandia Corporation and Atomic Products and Production Workers Metal Trades Council, August, 1957)

The Panel then went on to affirmatively recommend institution of a jointly administered apprenticeship program. This recommendation was followed by the parties and a Joint Apprenticeship Committee composed of three management appointees and three union appointees was established. The charter of the Committee was set up as follows:

"The Joint Apprenticeship Committee shall be responsible for the successful operation of the Apprenticeship Program under these standards of Apprenticeship." (Standards of Apprenticeship for Sandia Corporation agreed to by the Union and the Employer on January 6, 1958.) (ACF Industries, Inc. and Lodge 794, IAM have a comparable program at Albuquerque.)

We can also point out to the Company that a jointly administered apprenticeship program has been in effect at Oak Ridge National Laboratory since August 31, 1948. At this location, the underlying agreement is between the operating contractor and the Oak Ridge Atomic Trades and Labor Council. Here again, the function of the

Joint Committee, composed of 3 management and 3 labor representatives, is defined as follows:

"The responsibility for administration of the Laboratory Apprenticeship Program is vested in the General Apprenticeship Committee, assisted by Craft Apprenticeship Committees and coordinated by the Apprentice Training staff."

In summary, the Council re-states its views as follows:

1. The U. S. Government recognizes jointly administered train programs as highly desirable and effective.
2. The employees want a jointly administered program.
3. The Company certainly is not the only party with an interest in a training program at Hanford.
4. A training program should be instituted at Hanford on the joint basis which recognizes the interests of the Company, the Government, and the employees.

The Council's position on this point remains as firm as it was prior to the Company's announcement about its training plans at the September 15th meeting. Making an announcement is one thing. Collective bargaining is quite another.

VI. Union Security

"Strong union security clauses in collective bargaining agreements have traditionally been an important objective of unions in the United States." (From Bulletin 1272, U. S. Department of Labor, March, 1960.)

The Council is no exception to this rule. Accordingly, we stated in our letter to the Company of July 22, 1960 that "The union shop at Hanford is long overdue. The Council intends that this situation be remedied."

There are many substantial and objective reasons in support of the Council's assertion that the union shop is long overdue. Some of these reasons may be set forth as follows:

1. The National Trend

There is, of course, no question whatsoever that the union shop is a part of the vast majority of American collective bargaining relationships. The 1958-59 BLS study of union security provisions in labor contracts re-affirms this conclusion. Such study was applied to virtually every agreement in the country covering 1000 or more people "exclusive of those relating to railroads and airlines." Altogether seven and one-half million employees were involved. "Provisions for a union shop and its variations, including for purposes of this study, the closed shop, were found in 71% (1,162) of the 1,631 agreements analyzed, covering 74% of the workers. Excluding the 164 contracts in 'right-to-work' States, the percentage of union shop agreements and of workers covered would be increased to 78%." (Dept. of Labor Bulletin 1272.) The following comparisons are revealing of the trend to union shops over the past 15 years:

| Years | Percentage of Workers Covered By Union Shop in Major Agreements |
|---------|--|
| 1949-50 | 49% |
| 1954 | 64% |
| 1958-59 | 74% |

(Source Dept. of Labor Bulletin 1272)

2. Regional Practice

The State of Washington is traditionally a "union shop" State. (General Electric and some other large employers learned in the 1958 elections that this tradition is highly respected by the people of the State. Thus, G.E.'s determined campaigning for Initiative 202 went for naught and the measure was emphatically defeated by Washingtonians.) BLS has found the tradition manifested in the course of its study of 23 Washington agreements covering 63,000 employees. Of these agreements, 21 contained union shop clauses. Altogether, these clauses covered 57,500 people. Only two of the 23 Washington agreements studied, covering 5500 people, contained no union shop provisions. It is quite apparent from the BLS review that the percentage of union shops in Washington is even higher than the national average.

3. Good Labor Relations

Nothing can be clearer than the fact that nearly all objective students of labor relations favor union security arrangements as essential elements in the maintenance of constructive labor - management relations. A typical analysis from the labor relations community has been written by Professor Lloyd Reynolds of Yale:

"One's attitude toward the union shop is bound to depend on how one answers the following question: Is it desirable to maintain strong, stable, and permanent unions in American industry. If one answers no to this question, the open shop position follows automatically. If one answers yes, a strong case can be made for the union-shop clause. There seems little doubt that a union is better able to function in a peaceful and constructive way if it embraces most or all of the labor force."

The Council agrees with Professor Reynolds. One's attitude toward a union shop does depend on whether one genuinely favors collective bargaining as an American institution. G.E., of course, has been most careful to frequently say that it is a believer in collective bargaining and strong unions. But "a little group of wilful men" in control of the Company have placed the sincerity of these professed views on collective bargaining in serious question by maintenance of archaic attitudes with respect to union security. Does the Company really believe that it has convinced the public in general and its employees in particular that its opposition to union security stems solely from a Boulevardian concern for the individual employee? If so, the Company seriously underrates the capacities of the public and G.E. employees for analytical thinking.

Notwithstanding all of the above, the Council recognizes that the Company has problems in this area of union security because of the extreme position it has taken so often and so vigorously in the past. In recognition of these problems, the Council is willing to work out a union security program based on the agency shop principle whereby **no employee is required to join and maintain union membership as a condition of employment.** Those employees who do not wish to join, may simply contribute a fixed sum, not exceeding the amount of union dues, to help defray the Council's expense in acting as their bargaining agent **OR** such employees as have conscientious objection to doing so,

may especially contribute a like sum to the United Good Neighbor Fund through HAMTC. In addition, the Council proposes a "harmony clause" reading as follows:

"The Council agrees that its affiliates will accept into membership all employees covered by this Agreement and that such affiliates will not impose any unusual requirements for membership on any of such employees. The Company states to the Council that it has no objection to and believes that it is in the best interests of the job at hand that all employees within the unit become and remain members of the appropriate Council affiliate."

This clause should give the Company no trouble in view of expressions made by its representatives in the past. One such expression was made by Mr. W. E. Johnson as follows:

"I have stated publicly that General Electric prefers to deal with strong, representative, and responsible unions." (8-7-58)

Another expression from the same source was reported in the COLUMBIA BASIN NEWS for July 10, 1958:

"At Hanford, the situation is pretty well balanced. We deal with HAMTC, they are quite responsible. We enjoy very good relations with them. The union is pretty strong. Personally we prefer to deal with a strong union."

"If you have a weak union, you can't rely on what you are told. This does not mean we wouldn't prefer to be good enough so that people would feel they didn't need a union but if you do have a union, we prefer a strong one."

The Council sincerely hopes that the Company is willing to approach the union security issue in a calm and unemotional fashion as negotiations proceed. If the Company repeats extravagant statements made in the past about "giving up" Hanford (striking, in effect) before accepting modern union security provisions, the Council will be gravely disappointed, but, we hasten to add, not at all alarmed.

VII. Sick Leave

The Council has thoroughly reviewed the Company's response to the Council's original request for a new sick leave program which included accumulation of unused time.

We are gratified that the Company has partially recognized the accumulation principle in its counter-proposal. However, we must explain that certain of the conditions set up by the Company are not in order and acceptable. Some of our reservations in this respect can be set forth as follows:

1. Sick Leave As A Matter of Right

An employee who is unable to work due to personal illness or injury is entitled to leave with pay for the specified period. The Council, of course, recognizes that the Company is also entitled to some assurance that such an employee is, in fact, ill or injured. These two entitlements can be easily recognized in the new sick leave clause. One way to do so would be to relate the approval or disapproval of the Company to commonly accepted standards of reasonableness and fairness. Another way of accomplishing the same thing would be to reserve to the Company the right to require reasonably satisfactory evidence of his illness or injury. In many cases, such evidence, if required, could take the form of a doctor's certificate although such a certificate would not be the sole way available to an employee. In essence, the Council's proposal is that sick leave be made a matter of right in cases of verifiable need. Any contract language which accomplishes this proposal will be acceptable to us.

The Council's purpose in offering this proposal has two aspects to its fundamental substance:

1. We stand clearly against the practice whereby withholding of sick-leave is used as a form of "disciplinary" action. We do not believe bona-fide illness and discipline are at all related.
2. Twenty days sick leave should mean twenty days sick leave. Twenty days sick leave should not mean less than twenty days if the Company's General Manager (or some other "authorized" person) so ordains for whatever reason he may select as sufficient unto him.

2. Sick Leave On a Calendar Year Basis

The Council re-news its positions that sick leave should be computed on a calendar basis instead of the "any twelve months" standard presently operative. This is a clearer, fairer, more realistic way of handling the matter. Thus, the calendar method is used to compute the sick-leave entitlement of Government employees at Hanford. It is also used in the agreement between the Argonne National Laboratory and the Argonne Metal Trades Council, for example. By the Argonne Agreement, unused sick leave accumulates to a maximum of 864 hours (or 108 days).

The way matters now stand at Hanford, many employees work many weeks during which they earn no sick leave. While this may be alright after an employee has earned an agreed upon maximum accumulation, it is not alright, in our view, prior to that time.

3. Conditions of Accumulation of Sick Leave

The Council must state its disapproval of the conditions which the Company has suggested with reference to accumulation of sick leave. As we understand such conditions they are as follows:

1. Accumulation, at the outset, will only be permitted for those employees who were fortunate enough not to be sick between October 3, 1959 and October 3, 1960.
2. Accumulation, in any event, will only be permitted after an employee has escaped being sick for a twelve month period. If he is sick once during such a period, he has to go another 12 months from his last illness before attendance means anything at all in terms of accumulated sick leave.

In view of these rather stiff qualifying conditions, the Company's "plan" is more illusory than substantial. If it is to be a real accumulation program, these qualifying features will have to be drastically revised. The Council wants no part of a program which seems to encourage sick people to show up on the job in order to keep the axe from falling on their future sick leave accumulation. Rather, the Council contends, and will continue to contend, for a program whereby

a employee's future earning capacity, in terms of sick leave, is not lessened because he finds its necessary to use time earned by his work in the past.

The Council also stands opposed to what is an apparent attempt on the Company's part to disqualify employees with less than one year's service from receiving any sick leave at all.

VIII. Shift Premium

According to all the information available to the Council, General Electric employees at installations other than Hanford receive shift differentials of 10% for the second and third shifts.

Application of this standard should also be made here.

The Council Committee proposes use of General Electric's 10% standard in the following way:

TOTAL COST OF SHIFT DIFFERENTIAL AT 10 PER CENT
MINUS

TOTAL COST OF SHIFT DIFFERENTIAL AT PRESENT RATES

DIFFERENCE TO BE APPLIED TO A UNIFORM PREMIUM PAID TO "SHIFT WORKERS" FOR WORK DURING DAY TIME HOURS. This plan envisions no change in premiums presently paid for the evening and night time hours.

In making this proposal, the Council points out to the Company that inconvenience attendant upon rotating hours of work is not confined to the hours presently covered by shift premium provisions.

IX. Safety

"The Council is unwilling that the adequacy of safety measures continue as a matter for the Company's exclusive determination. The Council is also of the conviction that a union-designated observer should participate in all accident investigations." (From the Council's letter to the Company of July 22, 1960.)

About fifteen months ago, the AFL-CIO Standing Committee on Safety and Occupational Health held its first national conference in Washington, D. C. This was a working conference among representatives of some fifty national and international unions. One of the conclusions reached by the delegates has been set forth as follows: "Cooperation between labor and management will provide America with a far better pathway to safety than progress through tragedy . . . the key to labor-management cooperation is the joint labor-management committee for safety and occupational health — not endless, wordy speeches praising cooperation." (Richard F. Walsh, "The Subject Was Safety," AMERICAN FEDERATIONIST, May - June, 1959.)

The Council, of course, subscribes to the view that cooperation between labor and management is mandatory if there is to be a maximum effort safety program in any plant. It is in the interest of more meaningful cooperation that the Council makes the following comments:

1. The present Safety clause in the HAMTC-GE Agreement is seriously defective for the reason that it fails to recognize the legitimate place and interest of the employees in connection with the formulation of safety policies and rules. Thus, the current agreement says, "The Company will continue to provide safety equipment (etc.) . . . as deemed necessary by the Company to minimize accidents and health hazards . . ." This basic defect is not cured by establishment of safety committees with employee members because such committees are given no charter of authority or function.
2. The current clause is also defective because it does not provide for employee participation in the investigation of actual accidents and the clauses thereof.
3. The current clause is further defective for the reason that it does not protect an employee assigned to perform a job which he believes, in good faith, to be unsafe.

In offering these comments, the Council is not at all critical of the work of the safety committees presently operative. Rather, it is the Council's purpose to "beef up" such committees with better defined responsibilities and functions so that they may lend even greater contributions to the prevention of accidents and occupational diseases.

Specifically, the Council makes these proposals:

1. Appropriate area or departmental safety committees be set up with equal representation from Labor and Management. These committees will function, as such, and not as a part of any other safety committee or committees.
2. Meetings of the committees can be called by Labor or Management; In any case, the committees will meet monthly. Formal records of the committees will be kept and copies thereof will be furnished to the Council.
3. The Committees will be specifically empowered to conduct periodic safety inspections; the committees will also be so empowered to make specific recommendations to the Company.
4. No employee shall be subject to discipline for refusing to work on a job which he conscientiously regards as unsafe, until the job has been designated as safe by the appropriate committee established by the collective bargaining agreement.
5. Observers, designated by the Council, should participate in investigations of all "sub-major" and "major" accidents.

| Company | Union | Location |
|--|---|-------------|
| Sandia Corp. | Atomic Projects and Production Workers | Albuquerque |
| ACF Industries | Lodge 794, IAM | Albuquerque |
| Argonne Nat'l Laboratory, (U of Chicago) | Argonne Atomic Trades Council | Chicago |
| Union Carbide Nuclear Company (Oak Ridge Nat'l Laboratory) | Oak Ridge Atomic Trades and Labor Council | Oak Ridge |
| Union Carbide Nuclear Co. (Y-12 Plant) | Oak Ridge Atomic Trades and Labor Council | Oak Ridge |

These proposals are not new and revolutionary as the Company will recognize. Citations to other atomic energy agreements demonstrate that our proposals have ample precedents. Thus, joint committees with specified power to recommend have been established by the following parties at the following locations:

Further, it is not at all uncommon to find provisions giving employees protection from working on jobs they, in the exercise of their judgment, regard as unsafe. For examples, we call the Company's attention to the following atomic energy agreements providing for such protection:

1. ACF Industries and Lodge 794, IAM.
2. Mason & Hanger—Silas Mason Co., Inc. and Amarillo Metal Trades Council.

As stated above, the Council's motivation in making the above proposals, and all of them, is to further lessen the accident rate at Hanford. We can see no reason at all why the Company would object thereto.

X. Distribution of Overtime

The Council has considered the Company's position with reference to the mechanics of overtime distribution. The Council remains convinced that the values and principles represented by the present programs are worthy of preservation. Therefore, the Council is unwilling to make changes therein which have been suggested by the Company at this time. The Council wishes to repeat its position that the various overtime arrangements presently operative have varied in the success of their respective operations with the qualities of their administrators. Determined administration, as we see it, will result in elimination of remaining trouble spots. This has been demonstrated by the mutual experience of the Company and the Council.

The Council particularly stresses its unwillingness to abandon the "red 8 system" where it is currently used. We do not want employees in a position where the Company can impose any other penalty against them for refusing overtime.

Of course, overtime procedures are subject to review at any time during the life of the contract should new problems arise.

XI. Radiation

The Council was pleased to have the benefit of Mr. Keene's general review of radiation protection, the work of the NCRP, and the current Hanford system relating thereto.

On the other hand, the Council is not at all certain that this subject lends itself to the "pat" treatment afforded it by the Company's presentation.

The Council, of course, has no desire to sound unwarranted alarms or to excite unnecessary fears. It does seem however, that a lot of work remains to be done before unreserved assurances can be given in the manner of the presentation in question. Thus, the following article by Austin C. Wehrwein, of the NY TIMES news service, appeared in the SEATTLE POST-INTELLIGENCER for September 11, 1960:

"Chicago, Sept. 9—Scientists reported here today mounting laboratory evidence that even tiny amounts of radiation affect living things.

They expressed concern, not only about the danger of physical damage but of radiation-induced changes in behavior, sight and the intellect. They did not debate the permissible level governments should set.

But their findings and postulates, presented to the first international symposium on the response of the nervous system to radiation, could lead to repercussions in the field of the military and civilian use of nuclear energy and in the use of X-rays and other forms of radiation by doctors.

EXPERTS ARE coming to believe that low-level radiation affects more parts of the body than had been previously recognized. Exactly how dangerous any given amount can be is part of the problem yet to be solved.

Up to now, Soviet scientists have done most of the research on radiation dosages below 10 roentgens. But now Americans are going deeper into the subject.

A chest X-ray in a hospital exposes the patient to a tenth of a roentgen, but cancer treatment often exposes a patient to 200 roentgens a day.

Mobile X-ray units used for mass testing for tuberculosis often produce one roentgen.

DR. PAUL S. HENSHAW of the division of biology and medicine of the Atomic Energy Commission raised the question whether low levels of radiation could affect the intellect.

"The underlying practical problem," he said, "and one of particular concern to the agency I represent, is whether low levels of environmental radiation affect in any way what we shall refer to simply as the power of intellect."

He said that if 'low level' was taken to mean 100 to 500 roentgens, an amount that would be present after a "nuclear incident," there was evidence of change in the intellect.

IMPROVEMENTS in scientific techniques are such, he said, that "We would scarcely be justified in concluding at this time that levels even a few times background are inconsequential."

By background he meant the amount of radiation in nature.

"Although the information now available is limited and fragmentary, it is sufficient nevertheless to show that radiation can and does have late as well as acute effects on the nervous system, and thereby on residual capabilities of the individual and group minds," he said.

This article, in so far as we are concerned, adequately illustrates our point that the capacities of radiation for harm remain relatively ill-defined. Certainly, it is not proper in our judgment to suggest that the radiation problem is in the same general area with problems created by the industrial use of caustics and acids. In any case, Hanford employees are exposed to both caustics and acids AND radiations.

The Company has made no proposals to change radiation exposure control limits now being used in the field. The Council originally made tentative proposals in this area which it herewith withdraws. Our union, of course, does not waive its right to bargain concerning these limits. Also, we are cognizant of the Company's repeated commitment that any proposed changes in such limits in actual operation will be subject to discussion with the Council.

XII. Premium for Sunday Work As Such

The Council has proposed that the concept of a premium for Sunday work as such which is presently recognized for "straight day" workers be extended to cover all other employees. In so proposing, we were mindful of the meaning of Sunday in our society generally and the inconvenience represented by a continual requirement that regular work be effected on such day. Our proposal is buttressed by the Company's own practice, voluntarily instituted in its atomic installation at Vallecitos, California where the premium for Sunday work, as such, to shift workers is time and one half their regular rates of pay. The same thing is represented in the agreement between the National Lead Company and the Fernald Atomic Metal Trades Council. The premium at Fernald is double time.

Thus, it is apparent that the Council's proposal is not a radical departure from accepted industrial practice. Rather, the proposal reflects some of G.E.'s independent thinking on the matter as well as other precedent in the atomic energy industry.

XIII. Grievance and Arbitration Procedure

On April 29, 1960, the Council forwarded the following letter to the Company:

"General Electric Company
Richland, Washington
Attention: R. O. Herrerman, Manager
Union Relations Operation

Gentlemen:

For sometime, we have been disturbed by the quality of the Step II grievance procedure including the written answers submitted to us by G.E. Our views in this regard may best be summarized as follows:

1. The Company, by and large, has no real intention of actually "discussing" grievances on their merits as opposed to "defending itself" against them.
2. The usual Step II Answer is not calculated to fairly settle the particular grievance. Rather, it is most often used as a self-serving medium whereby the Company, with considerable arrogance, makes a pronouncement or issues an edict.

In making these comments, fairness impels that we acknowledge the varying quality of the grievances we have brought to the Step II level. We do so herewith. This is not to say, however, that the Company practices outlined above are confined to those cases where the grievance may be without significant merit.

Rather, as we view it, the Company has, on very many occasions, ridiculed excellent grievances by Step II answers of the style described herein. These answers are then broadcast about the plant in the form of a "Union Relations Review" or some comparable publication. Thus, the grievance procedure, which was established in its fundamentals so that employee-employer relations could be maintained on a high level, is used as an anti-union force and such relations, in fact, deteriorate.

Quite frankly, we do not have any great confidence that the Company will change its ways in this matter so as to immediately restore the Step II process to its rightful place. We do hope, however, that the Company will understand the seriousness with which we address these comments to it. We say, with emphasis, that the Step II grievance procedure should constitute a mutual search for what is right; it should not define a buffer-zone wherein union relations representatives protect management from the Contract and its attendant understandings and the spirit underlying these arrangements at their origin.

The Company will be in error if it considers the foregoing as having been offered in a plaintive manner. We are simply speaking up in response to what we believe is the right of this matter. Certainly, the quality of the Company's answers will in no way alter our determination to "fully and fairly" represent our members.

We should, of course, be pleased to receive any comments the Company may wish to offer about the above."

This letter, which was never formally acknowledged by the Company, continues to represent the Council's ideas as to what is basically wrong with the grievance procedure.

The Council cannot agree with the Company that Step II grievance meetings should be held only every other week. We feel that Step II meetings give a valuable communication purpose in that they enable Management and Labor representatives to meet regularly and often to exchange views about various items of common concern which are plant-wide in scope. This purpose is consistent with the advice issued by the President's Commission on Labor Relations in Atomic Energy Installations as follows:

"That in all Government-owned privately operated atomic energy installations in which representatives have been chosen by the workers and lawfully designated or recognized by management, management and union cooperate to integrate the union into the plant organization as a two-way channel of communication and a medium of understanding between management and workers." (April 18, 1949. Members of this Commission were recognized authorities in labor relations: William H. Davis, Aaron Horowitz and Edwin E. Witte. John T. Dunlop, consultant, was likewise an eminent man in the field.)

In addition to this communications aspect, the Council's favor for weekly meetings is based on the principle that grievances should be disposed of as soon as is reasonably possible under the circumstances. Delay permits grievances to fester and problems compound.

The Council also remains firm in its belief that nine employee representatives should be permitted to attend Step II meetings without loss of pay they would have otherwise received. The present allowance of six is inadequate considering the diversity of crafts represented by the Council. The Company has apparently recognized this fact by its proposal that nine representatives be agreed to on a basis of meetings every two weeks. This proposal, of course, results in a net gain of 3 to the Company.

The Company is always adequately represented at Step II meetings. Apparently, no limits are placed on how many Company representatives attend grievance sessions at full pay. Thus, a check of comparative attendance at meetings held over the past few months, reveals the following:

| Date | GE Paid Representatives Present | HAMTC Paid Representatives Present |
|---------|---------------------------------|------------------------------------|
| 7-29-60 | 15 | 6 |
| 7-21-60 | 12 | 6 |
| 7-1-60 | 10 | 5 |
| 6-24-60 | 10 | 5 |
| 6-10-60 | 12 | 5 |
| 5-27-60 | 11 | 6 |
| 5-13-60 | 13 | 6 |
| 5-6-60 | 15 | 6 |
| 4-29-60 | 11 | 5 |
| 4-22-60 | 10 | 6 |

The Council is also opposed to any automatic cancellation of a grievance which has not been processed at Step II within a given period. This would not operate equitably in many situations. For example, due to factors of time and distance, work assignment cases sometimes require weeks of internal union effort in their resolution.

We can say, with respect to accumulated grievances, and arbitration cases, that we do favor the periodic conference approach to reduction of the list of such cases. This method worked with outstanding success last year when a large number of grievances and arbitration cases were resolved to the mutual satisfaction of the Council and the Company by the Settlement of Disputes Agreement (November 5, 1959). The Council is quite willing to formalize and detail this channel of collective bargaining in any new agreement.

With respect to the Company's approach to arbitration, the Council does not feel that it is wise to build in a 30-day automatic delay before a case can go from the Step II level to arbitration. The right to immediate arbitration of a grievance unsatisfactorily answered by the Company is an important one to the employees and should not be prejudiced.

The Council, as in all its presentations, reserves the right to make additional comments and proposals as negotiations proceed.

XIV. Shift Schedules

The Council is of the belief that the present contract is satisfactory with respect to establishment of new shifts and shift schedules. This is to say that we do not agree that changes in present provisions are in order.

The Council understands that three arbitration cases have dramatized this contract clause as an area of disagreement. At least two of these cases could have been avoided, in the Council's judgment, had the Company been more willing to exercise a spirit of patience and compromise. Further, disagreement in three instances culminating in arbitration does not alter the overall record of cooperation represented by the historical facts. These facts, according to a rough check of HAMTC files are as follows:

| Year | Company Proposed Shifts Approved by HAMTC | Company Proposed Shifts Not Approved |
|---------|---|--------------------------------------|
| 1955-56 | 20 | 3 |
| 1957 | 5 | 2 |
| 1958 | 13 | 5 |
| 1959 | 11 | 1 ? |
| 1960 | 11 | 0 |

XV. Non-Unit Employees Doing Bargaining Unit Work

The Council previously expressed its views with respect to this subject in its submission to the Company of 8-26-60. At that time, you will recall, the Council said:

"The added language simply states the long-standing agreement between the Company and the Council. This agreement was well expressed by Amacker in his answer to the Forsythe grievance (1275 August 22, 1956) answered Step II, September 10, 1956) as follows:

"... it is intended that craftsmen be utilized on those phases of the work which do not require performance by Technical personnel in the furtherance of their research, study, or observation." (emphasis supplied)

The language we have proposed for inclusion in the contract incorporates portions of that used by Mr. Amacker.

The Council can agree with the abovequoted statement of intent set out by Mr. Amacker; it cannot agree with the Company's more recent attitude that "technical" people should be permitted to do any "phase of the work" they want to do. All this is to say that our past understanding belongs in the contract where it will not be subject to "repeal" by some engineer or engineers who may disagree therewith."

This position of the Council is fortified by the handling of this matter at other atomic energy installations. At Fernald, the National Lead Company and the FAMTC have agreed as follows:

"It is recognized that scientific, research, and developmental personnel may perform manual work when such is essential to completion of the job."

A variation of the same basic approach is used at Argonne National Laboratory in the contract with the AMTC:

"It is recognized that the Laboratory is a research institution and therefore it is necessary that scientists and technicians associated with them perform tasks necessary to furtherance of their research."

At Amarillo, Texas, the AMTC and Mason & Hanger—Silas Mason Co., Inc. expressed the idea this way "... in experimental work which requires special knowledge and bargaining unit employees are not qualified."

(The Company has been informed that additional presentations will be made on

1. ISOLATION PAY
2. TECHNOLOGICAL CHANGES
3. SEVERANCE PAY and SUB
4. NO STRIKE CLAUSE
5. DISCRIMINATION)

HANFORD ATOMIC METAL TRADES COUNCIL
NEGOTIATING COMMITTEE