

COLLECTIVE BARGAINING PROVISIONS

Safety, Health, and Sanitation

Bulletin No. 908-14

UNITED STATES DEPARTMENT OF LABOR

Maurice J. Tobin, *Secretary*

BUREAU OF LABOR STATISTICS

Ewan Clague, *Commissioner*



For sale by the Superintendent of Documents, U. S. Government Printing Office,
Washington 25, D. C. Price 20 cents

Letter of Transmittal

UNITED STATES DEPARTMENT OF LABOR,
BUREAU OF LABOR STATISTICS,
Washington, D. C., August 31, 1949.

The SECRETARY OF LABOR:

I have the honor to transmit herewith the fourteenth bulletin in the series on collective bargaining provisions. The bulletin deals with safety, health, and sanitation, and is based on an examination of collective bargaining agreements on file in the Bureau. This bulletin was prepared in the Bureau's Division of Industrial Relations by Abraham Weiss, with the assistance of Rose Theodore.

EWAN CLAGUE, *Commissioner.*

HON. MAURICE J. TOBIN,
Secretary of Labor.

Preface

As early as 1902 the Bureau of Labor Statistics, then the Bureau of Labor in the Department of the Interior, recognized the growing importance of collective bargaining, and published verbatim the bituminous-coal mining agreement of 1902 between the Associations of Coal Mine Operators of Pennsylvania, Ohio, Indiana, and Illinois and the respective districts of the United Mine Workers of America. Since 1912 the Bureau has made a systematic effort to collect agreements between labor and management in the leading industries and has from time to time published some of those agreements in full or in summary form in the *Monthly Labor Review*.

The first bulletin entirely devoted to collective bargaining agreements was published in 1925 under the title "Trade Agreements in 1923 and 1924." Similar annual bulletins were published in 1926, 1927, and 1928. These bulletins analyzed only outstanding agreements affecting certain industries and certain skilled crafts in which collective bargaining has followed a more or less established pattern.

No bulletins in this field were published by the Bureau between 1928 and 1942—a period during which collective bargaining first lost ground in the depression and then made rapid strides following the enactment of the National Labor Relations Act in 1935. The growth in trade-union membership from fewer than 4,000,000 workers in 1935 to more than 10,000,000 in 1942 not only resulted in a large increase in the number of collective agreements covering industries hitherto not included under collective bargaining, but also extended the scope and area of bargaining in individual industries. In recognition of this development, the Bureau's 1942 report on union agreements (Bulletin No. 686) dealt with provisions and clauses on particular labor-management problems rather than with the agreements of each union or industry separately.

The substance and character of collective bargaining agreements change continuously, and many of the clauses and provisions covered in Bulletin No. 686 underwent significant changes during the war emergency, as a result not only of the normal processes of collective bargaining but of the decisions of the National War Labor Board. New problems meant new clauses and new provisions. The Board also gave added impetus to certain forms of union security, and to certain practices, now deeply imbedded in the entire field of labor-management relations.

The liquidation of the Board, and the renewal of emphasis on free collective bargaining after VJ-day, led to a tremendous increase in the demand for information on specific current provisions in agreements. Urgent requests came from employers and unions, from the United States Conciliation Service, and from mediators and arbitrators engaged in settling or preventing labor-management disputes. It was largely in response to these requests that the Bureau of Labor Statistics undertook to revise and bring up to date the material on union agreements.

COLLECTIVE BARGAINING PROVISIONS

In this revision two significant departures have been made: (1) Accumulation of data has made possible the use of a larger sample than was possible heretofore. (2) The information will be presented in a series of small bulletins, each stressing a major area or significant problem of collective bargaining. This will permit the material for each major problem to be published as rapidly as finished without waiting until all of the subjects of collective bargaining are analyzed. It will have the advantage of greater flexibility in handling specific requests for material from employers, unions, and the public. Some clauses are more or less stable and undergo relatively minor changes even over a considerable period of time and therefore need only occasional revision, whereas others undergo rather rapid change. Also, as new issues develop it will be possible to add new bulletins to the series without revising those already published.

The clauses used are designed to facilitate, but not to condition, the bargaining process. No special attempt has been made to determine the prevailing industry practice or the most frequently used provisions. The clauses are presented, not as models, but as a source of reference for those who participate in collective bargaining negotiations, by making available to them a wide variety of provisions on the specific subjects under consideration. An index of all the contract clauses quoted, with a brief description of each clause, is appended to each report.

This report, dealing with safety, health, and sanitation, is the fourteenth in this Collective Bargaining Provisions series. The bulletins already published are as follows:

- No. 908 Union Security Provisions.
- No. 908-2 Vacations; Holidays and Week-End Work.
- No. 908-3 Incentive Wage Provisions; Time Studies and Standards of Production.
- No. 908-4 Apprentices and Learners.
- No. 908-5 Discharge, Discipline and Quits; Dismissal Pay Provisions.
- No. 908-6 Leave of Absence; Military Service Leave.
- No. 908-7 Promotion, Transfer, and Assignment; Lay-Off, Work-Sharing, and Reemployment.
- No. 908-8 General Wage Provisions.
- No. 908-9 Wage Adjustment Plans.
- No. 908-10 Union-Management Cooperation, Plant Efficiency, and Technological Change.
- No. 908-11 Seniority.
- No. 908-12 Union and Management Functions, Rights, and Responsibilities.
- No. 908-13 Strikes and Lock-Outs; Contract Enforcement.

Contents

	<i>Page</i>
Introduction	1
General clauses: Clauses 1-4.....	3
Specific safety provisions.....	5
Safety rules: Clauses 15-22.....	5
Safety committees: Clauses 23-40.....	6
Safety inspections by company: Clauses 41-43.....	11
Protection of employees in hazardous occupations: Clauses 44-71.....	11
Work under unsafe conditions: Clauses 72-80.....	16
Safety to public: Clauses 81-89.....	18
Accidents and first aid: Clauses 90-112.....	20
Sanitary conditions: Clauses 113-128.....	23
Shift in temperature conditions: Clauses 129-133.....	26
Smoking provisions and regulations: Clauses 134-144.....	27
Eating facilities: Clauses 145-147.....	29
Workmen's compensation: Clauses 148-160.....	30
Physical examinations	33
Preemployment and periodic examinations: Clauses 161-181.....	34
Examinations after illness, lay-off, or other leave: Clauses 182-187.....	37
Appeal procedure: Clauses 188-195.....	38
Index	41

Safety, Health, and Sanitation

Introduction

Health and safety provisions in union agreements have several objectives, including, (1) to pledge the employer to maintain reasonable health and safety standards and to comply with government regulations on health and safety; (2) to stimulate observance, by the company, union, and by all employees, of health and safety rules; and (3) to provide for union participation and to enlist employee cooperation in safety and accident prevention.

Government regulations—Federal, State, and Municipal—require most employers to observe minimum safety, health, and sanitation standards in mines, mills, factories, and other work places. Workers' concern with these matters is shown in the frequency with which reference is made to health and safety in collective bargaining agreements. Such references indicate that safety is recognized as a matter of mutual interest and mutual concern. Many agreements refer to safety and health in general language; for instance, the employer voluntarily agrees to provide and maintain adequate facilities or to abide by governmental regulations. A number of agreements include detailed specifications. These provisions, usually in industries with hazardous occupations, differ according to the hazards of the different trades, with particular emphasis on some single, outstanding hazard peculiar to the industry. It is frequently stipulated that the employer is to furnish specific safety equipment or specially devised clothing to prevent accidents. Employees' failure to use protective clothing or equipment may be deemed just cause for disciplinary action. Occasionally, there is a provision that first aid facilities and attendants shall be available to employees injured or taken ill at work.

Many agreements place considerable emphasis on accident prevention. Union or joint safety committees are often provided to discuss safety matters, pass on safety suggestions, conduct safety campaigns, make safety investigations in the plant, and to recommend appropriate safety measures. In some instances, the existence of such committees reflects union concern with safety; in others, it represents a management technique for enlisting the interest and cooperation of employees in safety efforts.

Pre-placement and follow-up physical examinations are provided in some agreements; others restrict the right of the company to require medical examinations. In the case of particularly hazardous occupations, employees may be required to pass periodic physical examinations, and the employer may be required, as a positive health measure, to provide such examinations for his employees. To guard against abuse or discrimination, the company physician's findings are often made available to the union or to the employees and his decision may be appealed. The worker is also allowed, in some cases, to present a certificate of fitness from his own physician.

General Clauses

Many agreements contain only general provisions concerning safety, health, and sanitation. Such clauses provide either that the employer will make "reasonable provisions" for the health and safety of his employees or that he will comply with all applicable safety and health statutes and regulations. This is often coupled with a union pledge that employees will observe plant safety rules.

Other agreements contain pledges of union-employer cooperation in promoting plant safety and health. Safety meetings and safety educational programs are referred to in a number of agreements.

1. Reasonable Provisions for Safety and Health; Problems Subject to Grievance Procedure

The company agrees that it will continue to make reasonable provisions for the safety and health of its employees at the plant during the hours of their employment and that problems involving these matters may properly be brought up in accordance with the grievance procedure outlined hereinafter.

2. Reasonable Safety Equipment, Proper Heating and Ventilating Systems Provided

The corporation shall continue to make reasonable provisions for the safety and health of its employees at the plant during the hours of their employment. Protective devices, wearing apparel and other equipment necessary to properly protect employees from injury, shall be provided by the corporation in accordance with the practice now prevailing in this plant. Proper heating and ventilating systems shall be installed where needed.

3. Employer Compliance with Fire Prevention and Safety Laws

The maintenance of proper sanitary conditions and the observance of all laws relating to fire prevention and the safety of the employees shall be considered an essential part of this agreement.

4. Health and Sanitary Conditions To Comply with State and Federal Laws

The health and sanitary conditions of this company shall meet the requirements prescribed under the Laws of the Commonwealth of Pennsylvania and the Federal Laws of the United States.

5. Compliance with Regulations of State and Federal Labor Departments. Grievances on Noncompliance Channelled Through Safety Committee

The working conditions in the establishment of the employer and the conditions of all equipment shall comply with the health and safety regulations of the State of North Carolina and the United States Department of Labor. Where such conditions are not specifically covered by legislation or where there is evidence that safety standards are not being complied with, they shall be presented to the employer for adjustment through the safety committee.

6. Joint Cooperation on Safety Education Program

The union and the company agree to conduct safety educational programs and to cooperate in promoting plant safety.

7. *Safety Meetings, Open to All Workers, To Be Continued*

The present practice of holding safety meetings, which every man in the plant may attend at intervals, will be continued as a means of promoting safety and educating the employees in safe practices.

8. *Employee Participation in Fire and Safety Drills Required, at Company Expense*

The company shall have the right to require any or all of its employees, at the expense of the company, to participate in all fire and safety drills and exercises.

9. *Union To Encourage Cooperation in Safety Measures*

The union agrees that it will encourage its members to work safely and to cooperate to the fullest extent with the company's safety engineers and safety inspectors in order to eliminate hazardous conditions within the plant.

10. *Union Stewards To Assist in Enforcing Safety*

Shop stewards shall help the company enforce safety, cleanliness, and discipline at all times.

11. *Union Pledges Compliance with Safety Rules and Use of Safety Equipment by Employees*

The company agrees to install such safety equipment as it considers necessary and, the union agrees that every employee shall comply with all safety rules as are established by the company from time to time and shall cooperate fully with the company to enforce all safety measures and shall use such safety equipment as is supplied by the company. It shall be the responsibility of supervisors who direct the removal of any employees who remove any safety device and to replace same with the least possible delay.

12. *Signed Safety Pledge as Condition of Employment*

Each employee shall sign a safety pledge at the time of employment.

13. *Safety Suggestions*

Suggestions in the interest of safe working conditions are solicited by the company and should be made in writing (signed or unsigned) to the local management or to the safety committee set up for the particular operating unit. Boxes will be provided at convenient places where these suggestions may be deposited. Where such suggestions made to the company are not accepted, explanation will be given to the employee submitting the same if signed, and otherwise to the safety committee for incorporation in its records.

14. *Disregard of Employee's Safety Suggestion and Continuance of Unsafe Condition Covered by Suggestion Handled Through Grievance Procedure*

Safety suggestions are invited from all workers and may be made on forms provided and shall be sent to your steward, division steward, or mailed at your foreman's desk, or employment office or entrance receptionist's desk, and sent to the office for the attention of the Chief of Plant Protection and Safety. If a recommendation in a safety suggestion is not handled, and the unsafe condition is permitted to continue, the matter may be handled as provided in the grievance procedure.

Specific Safety Provisions

Safety Rules

Safety, sanitary, and fire regulations are sometimes referred to or listed in detail in the agreements. Such rules may be jointly established or issued solely by the employer, and are usually posted or distributed to employees as part of the plant rules. The union may pledge employee cooperation in abiding by such rules; noncompliance may result in disciplinary action.

15. Employer To Post New Safety Rules and Furnish Copy to Union

The company will post all new safety rules and changes therein and send a copy thereof to the union.

16. Distribution of Safety Manual to Employees

A safety manual for the guidance and instruction of each employee will continue to be distributed.

17. Safety Rules Posted and Subject to Grievance Procedure

The members of the union, while working for the company, shall be governed by the safety and other rules not in violation of this agreement as may be adopted by the company and announced to employees on bulletin boards or by general distribution. Any new rule established shall not be effective until three (3) days after announcement and any such established rule shall be subject to discussion and adjustment in the same manner as outlined herein for settlement of grievances.

18. Safety and Health Rules Discussed with Shop Committee

Rules governing safety and health will be discussed with the shop committee before promulgation, except when such rules are required by law or governmental regulations or orders.

19. New Safety and Sanitation Rules by Mutual Agreement

All reasonable shop rules and laws governing safety appliances and sanitary conditions shall be complied with by the company and the Union. A joint Health, Safety, and Sanitation Committee, consisting of three (3) company representatives and three (3) union representatives shall be established to help implement the foregoing policy.

Further shop rules governing safety, sanitation, and cleanliness, shall be worked out and agreed to between union safety committee and the management.

20. Union Cooperation in Making Safety Rules and Practices Effective

The union agrees to cooperate with the company in making safety rules and practices effective to reduce hazards and insure safe working conditions.

21. Employees To Comply with Listed Safety Rules

Employees are to comply with the following safety rules and are to cooperate fully with the management in the enforcement of these rules.

- (a) Report all injuries, however slight, immediately.
- (b) Wear appropriate clothing.

- (e) Goggles, head shields, and respirators must be worn on all jobs where required.
- (d) Starting or operating any machine, truck, tractor, crane, or other equipment without proper authority or without guards in place is prohibited.
- (e) Fire equipment must be kept accessible; material must be kept out of designated aisles and passageways.
- (f) Employees must remain in their own departments unless authorized to be elsewhere by their foreman.
- (g) Distracting, arguing, or annoying other workers; fighting, wrestling, throwing objects, "horseplay," and running in the plant are forbidden.
- (h) Ground floor welding operations must be properly screened.
- (i) Electrical adjustments and repairs must be made only by those authorized to do this work.

22. *Repeated Violations of Safety Rules Cause for Discharge*

Repeated violations of safety rules on the part of any employee shall be proper cause for discharge.

Safety Committees

Provision is often made for safety committees, with union representatives only, or with joint union-employer representation.

It is the function of such committees to make regular plant inspection tours; to suggest specific safety measures and improvements, and to promote safety; to investigate safety and sanitation complaints and hazards; and to help enforce safety regulations. Such committees almost always act in an advisory capacity only; at times they may request arbitration of disputed measures or suggestions.

(See Bulletin 908-10, Union-Management Cooperation, Plant Efficiency, and Technological Change, for additional clauses dealing with joint safety committees and union-management cooperation on safety matters.)

23. *Union-Management Safety Committee for Advisory Purposes—Monthly Meetings*

The union will cooperate with the company in encouraging employees to observe all safety regulations provided by the company and to work in a safe manner. To that end a safety committee of eight (8) shall be maintained, four (4) of whom shall be employees designated by the union and four (4) by the company. The function of such committee, which shall meet once every month, shall be advisory, and if the committee or any member thereof believes that any conditions are unsafe, such findings shall be reported to the safety director for proper disposition.

24. *Union-Management Safety Committee To Enforce State and Municipal Regulations and Investigate Unsafe Conditions*

The union will appoint three of its members and the company will appoint a like number—one of whom will be known as a safety engineer—those six (6) to be known as the . . . corporation safety committee. The duty of the safety committee will be to see that all applicable state and municipal safety and sanitary regulations are complied with, as well as make recommendations for the maintenance

of proper standards. This committee shall receive and investigate complaints regarding unsafe and unsanitary working conditions.

25. Joint Safety Committees To Emphasize Safety Education and Accident Prevention as Part of Accident Prevention Program

The employers will maintain, direct, and administer an adequate accident prevention program.

The union will cooperate in this program and develop and maintain procedures which will influence its members to cooperate in every way that will help prevent industrial accidents and minimize injuries when accidents occur.

The employees individually will comply with all safety rules, and cooperate with management in the carrying out of the accident prevention program.

To make effective the above statements and promote on-the-job accident prevention, employer-employee committees will be established in each port. These committees will consist of an equal number of employer and employee representatives at the job level. Each category of employees such as deck men, hold men, dock men and lift and jitney drivers should be represented. Employer's representatives should be from the supervisory level. The purpose of the committees will be to obtain the interest of the men in accident prevention by making them realize that they have a part in the program, to direct their attention to the real causes of accidents and provide a means for making practical use of the intimate knowledge of working conditions and practices of the men on the job. It is further intended that this program will produce mutually practical and effective recommendations regarding corrections of accident producing circumstances and conditions.

26. Union-Management Safety Committee: Statement of Duties; Chairmanship; Grievances

A joint management-union safety committee shall be established for each plant. The duties of this committee shall be to:

- A. Hold regular scheduled meetings of which minutes shall be kept and published on the plant bulletin boards.
- B. Observe unsafe working conditions in the plants and report same at regular meetings of the committee.
- C. Observe unsafe practices on the part of the employees and report same at regular meetings of the committee.
- D. Discuss ways and means of eliminating conditions reported under items B and C hereof.
- E. Make general recommendations to either or both corporation and the union.

The management and the local union shall be equally represented on the committee. The committee shall be headed by co-chairmen, one of management, one of the union. It shall be the responsibility of the co-chairmen to agree on the mechanics used in establishing the departmental committee members.

Should matters of a grievance nature arise as a result of the activity of the safety committee, they shall be referred to the general grievance committee on the part of the union, and to the management of the proper plant on the part of the corporation representatives.

27. Safety Committee as Part of Joint Labor-Management Committee

It is agreed that a safety committee will continue to function as part of the joint labor-management committee for the duration of this agreement.

28. *Association Agreement—Joint Industry-Wide and Plant Health Committees*

Each plant shall establish a health committee composed of an equal number of representatives from management and employees. There shall also be a national health committee composed of three members from the (employers' association) and the (international union) with authority to set up general health rules.

29. *Union Safety Committee To Inspect Equipment—Disputes to State Labor Department. No Loss of Pay for Time Spent*

The company agrees to negotiate with the safety committee of the union on safety conditions in the plant. The union shall appoint a safety committee and advise the company of the selections made, which committee shall have the duty of inspecting all machines, equipment and devices.

In the event the said committee shall determine that a plant condition is unsafe, it shall so report to the foreman. In the event the company refuses to make the adjustment requested, the matter shall be submitted to the Department of Labor and Industry, whose recommendations in the matter shall be followed. There shall be no time lost by the safety committee while on duties as described in this paragraph.

30. *Union and Company Safety Committees To Meet Periodically To Review Accidents and To Consider Union Recommendations and Suggestions on Safety Rules*

It is agreed between the parties that their respective safety committees shall meet at reasonable intervals of time for purposes of reviewing case histories of actual lost time accidents involving members of the [union] and to consider recommendations and suggestions of the [union] regarding existing and proposed safety rules. Before new safety rules are adopted they shall be subject to full discussion with the safety committee of the [union].

31. *Union Safety Committee and Subcommitteemen—Committee May Conduct Investigations with Safety Engineer*

It is agreed that the union will select a safety committee composed of seven divisional safety committeemen (two from maintenance) and a chairman to encourage the observance of safety rules and the furtherance of the safety and sanitation program. Members of this committee will meet with company representatives once each month at a mutually agreeable time and without loss in pay.

Members of the safety committee, if desiring to investigate or discuss a condition of safety, may request their supervisor to notify the safety engineer. The safety engineer, or his designated representative, upon such notification will meet the committeeman at his place of work to discuss the matter involved or, if mutually desired, to jointly investigate the condition in question.

The safety committee may appoint subcommitteemen, who will also encourage the observance of safety rules and the furtherance of the safety and sanitation program. These subcommitteemen may attend the monthly safety meetings held for their respective departments, at a ratio of one subcommitteeman for each general foreman.

32. *Union Safety Committee To Make Semimonthly Inspection on Company Time; Monthly Meeting with General Safety Committee*

This committee shall be composed of five (5) union members chosen by the union. This committee shall make a regular semimonthly tour of the plant on company

time (not to exceed four (4) hours) to inspect working conditions as to safety, hazard, and sanitation. When this tour is made there shall be a sixth (6th) member of the committee who shall be the shop steward in the unit under inspection. A record of such semimonthly inspection tours shall be kept, and three (3) members or less of said committee shall meet regularly once a month with the general safety committee to discuss any questions with respect to safe and sanitary working conditions of the employees.

33. Employee Safety Committees; One Member To Be Union Member

Employee safety committees shall be established, and at least one member of each committee will be a union member.

34. Union President Named Union Plant Safety Officer. Definition of Functions

The president of the union is recognized as the safety officer in the plant for the union. He shall have the right to make suggestions and recommendations pertaining to safety, and shall accompany inspectors and safety engineers on trips of inspection throughout the plant. His time shall be paid for by the company.

35. Safety and Sanitation Committee Not To Include Representatives of Either Party Engaging in Collective Bargaining

The personnel of the committee on safety and sanitation shall not be composed of any individual who, as a representative of either party engages in collective bargaining, and the relationship between the advisory committee on safety and sanitation and any other representatives of the parties shall be separate and apart.

36. Committee Majority May Order Employees Off Extra-Hazardous Jobs; Disputes Submitted to Arbitration by Safety and Health Specialist

The company shall make reasonable provisions for the safety and health of its employees at each plant during the hours of their employment.

A safety and health committee consisting of three (3) representatives each of management and the union at each plant of the company shall meet once monthly for the purpose of advising management on questions relating to health and safety, and for the purpose of channeling to employees suggestions for safe working practices.

The safety and health committee shall also have authority, by a majority of four (4) votes, to order employees off jobs where abnormal hazards are present. In the event that the committee should be equally divided, the matter shall be referred immediately to a special safety and health arbitrator for disposition. Safety and health arbitrators shall be persons living in the vicinity of each plant and shall be qualified authorities on industrial safety and health. Selection shall be by mutual agreement at the earliest practicable time following the date of this agreement.

The union will cooperate with the company in encouraging employees to observe safety regulations and to work in a safe manner at all times.

37. Committee Member May Stop or Shut Down Hazardous Job; Dispute Settled at Once by Majority Vote of Entire Committee

Any member of the safety committee may stop or shut-down any especially hazardous job or operation, but must immediately notify the foreman of the department involved.

In case of any disagreement between the department foremen and the safety committee member concerning the stopping of the job or operation, the entire safety committee of that shift shall be assembled without undue delay, and action shall be taken in accordance with the majority vote of the safety committee.

When any job or operation is stopped for safety reasons, it shall be the responsibility of the department foreman to transfer the operator from the stopped job to other work or to allow idle time during the delay. In no case, will the employee be permitted to continue working on the job until it has been approved by the majority vote of the safety committee.

It shall be the duty of the committee to contact the steward in each department with reference to keeping all work stations and machines clean.

38. Union Safety Committee Paid by Union. Employer To Comply with Committee Recommendation To Remove Workers from Unsafe Area. Committee Members Subject to Removal for Arbitrary Acts

At each mine there shall be a mine safety committee selected by the local union. The committee members while engaged in the performance of their duties shall be paid by the union, but shall be deemed to be acting within the scope of their employment in the mine within the meaning of the Workmen's Compensation Law of the State where such duties are performed.

The mine safety committee may inspect any mine development or equipment used in producing coal. If the committee believes conditions found endanger the life and bodies of the mine workers, it shall report its findings and recommendations to the management. In those special instances where the committee believes an immediate danger exists and the committee recommends that the management remove all mine workers from the unsafe area, the operator is required to follow the recommendation of the committee.

If the safety committee in closing down an unsafe area acts arbitrarily and capriciously, members of such committee may be removed from the committee. Grievances that may arise as a result of a request for removal of a member of the safety committee under this section shall be handled in accordance with the provisions providing for settlement of disputes.

The safety committee and operators shall maintain such records concerning inspections, findings, recommendations, and actions relating to this provision of the agreement as may be required, and copies of all reports made by the safety committee shall be filed with the operators.

39. Committee Members Paid for 1 Hour Per Month on Safety Meetings

For the general health and welfare of all employees, a six (6) member safety committee, represented equally by the company and the union, shall be established. They shall meet on the last Friday of each month at 3 p.m. to discuss the method of reducing hazards, dust, etc., and make proposals for their elimination to the company. The meetings shall be of 1 hour's duration for which the committee will be paid their regular hourly earnings. The company, on its behalf, agrees to fully cooperate with this committee.

40. Union Observer Permitted at Meetings of Accident Investigation Committee

The company agrees that when an accident investigation committee is considering a case involving a member of the union, the union may appoint a representative who will be permitted to attend meetings of the accident investigation committee as an observer.

Safety Inspections by Company

Periodic safety inspection tours by a company representative are sometimes specifically required.

41. *Periodic Safety Inspection by First-Aid Representative*

Periodic inspection shall be made of areas housing (name of company) employees while working, by the physician in charge of the company's first-aid department, to ascertain what hazards and risks exist and said hazards and risks shall be eliminated wherever found, insofar as practical and possible.

Employees shall report to the safety committee all hazards and risks which they encounter in the plant. The names of such safety committee will be posted on bulletin boards.

42. *Continuous Inspection by Company Representative; Special Inspection on Request of Union or Worker Using Equipment*

Inspection of all equipment throughout the plant or place of employment shall be continued by the superintendent or other persons designated by the company from time to time. An inspection of any equipment may be secured upon the recommendation of the workmen's committee or the workman employed on such equipment. The union workmen's committee may make written suggestions to the superintendent or his representatives as to the elimination of hazards in order to prevent accidents.

43. *Safety Engineer on Premises*

The company will maintain a safety engineer and one or more assistants on duty at the yard during all working hours. The safety engineer and his assistants shall have full power to give all necessary orders in the interest of safety to foreman and other employees in the yard.

The safety engineer shall have an established office at the yard, and necessary assistance so that it will be possible for any employee to report to the safety engineer or his assistant on duty, any conditions or practices which he believes to be dangerously unsafe and which he shall first have brought to the attention of the foreman or foremen in charge, without immediate result.

Upon receipt of any such report, the safety engineer or his assistant on duty shall take up and dispose of the matter with the least possible delay. If the safety engineer or his assistant finds that a dangerously unsafe condition or practice exists, he shall give such orders as he thinks necessary for the immediate correction of such condition or practice.

Protection of Employees in Hazardous Occupations

Special protection is often provided for workers in hazardous occupations or in industries in which the danger of occupational diseases is present. This may include provision (1) for special protective clothing or equipment; (2) for an adequate number of experienced workmen; (3) for rest periods during hazardous or fatiguing work; or (4) for medical equipment to treat an industrial disease. In a few of the trades, the employer is required to furnish goggles for the use of employees, to prevent injury to the eyes from dust or flying chips of metal or

wood. The cost of safety glasses may be shared, with the employee retaining them as his sole property.

In industries where outside work is involved, workers may be protected either by clauses prohibiting outside work during inclement weather, except during emergencies, or, where such work is required, by employer agreement to furnish protective clothing such as rubber coats, boots, and gloves.

As a corollary, the agreement may specify that employees must use the equipment furnished or that the union will cooperate with the employer to insure that such equipment is used.

44. *Employer To Supply Safety Devices Required by Law*

All safety devices required by the law shall be supplied by the employer at its own expense.

45. *Employer To Install Equipment Approved by Federal and State Agencies*

All dust creating machinery and each individual banker to be equipped with suction devices of a type approved by the Federal Bureau of Mines and the Industrial Hygiene Division of the State Board of Health of the State of Georgia, when available. Dust filterers will be installed for dust suction devices when ordered by the State Board of Health.

46. *Necessary Protective Equipment Provided and Tested Periodically*

The company, where conditions of work are such as to require special protective devices and equipment, will supply such equipment and devices at its own expense. The safety engineer will periodically inspect and test such protective devices and equipment and submit reports on their effectiveness and condition to the executive safety committee. The company may make rules with regard to the care and custody of safety equipment issued to employees.

47. *Company To Install Safety Devices Mutually Agreed Upon With Union*

The company shall continue to install such safety devices for the protection of the lives and health of its employees as shall be mutually agreed upon by its representatives, and the union.

48. *Special Protective Equipment and Clothing Furnished. Initial Cost of Safety Glasses Shared by Company and Employee; Replacement Cost, by Company*

Where the company requires special protective clothing or safety devices for the performance of the work, it will furnish the equipment without cost to employees. As heretofore, however, the cost of purchasing prescription ground safety glasses will be shared equally by the employee and company, but will thereafter be the sole property of the employee. When the nature of an employee's work, however, results in damage to prescription ground safety lenses to the extent that replacement is advised, the replacement cost of these lenses will be borne by the company.

49. *Specific Personal Safety Equipment Provided*

GOGGLES—Goggles are to be furnished by the company to all employees needing them.

RUBBER BOOTS, COATS, etc.—Rubber boots and coats are to be supplied employees where their work requires the use of these articles.

OVERALLS, GLOVES, CAPS, etc.—The company is to supply employees with overalls, gloves, caps, etc., whenever the work in the department is more destructive to clothing than an ordinary plant.

GAS MASKS—Employees will be entitled to gas masks when working in those departments requiring their use.

DUST RESPIRATORS—Employees will be entitled to dust respirators when working in those departments requiring their use.

LOCKERS—The company will maintain clean and sanitary change rooms for all employees and will provide one locker for each employee.

50. *Specific Personal and Machine Protective Equipment Provided*

The company agrees that it will provide:

- (1) Heat for all inside workers;
- (2) Adequate equipment for carrying off excess dust, flux, gases, and injurious odors, which might be present due to the process of manufacture;
- (3) Aisles, passageways, and gangways reasonably free from obstruction and safety hazards of any and all descriptions, at all times;
- (4) Adequate and proper guards for all open gears, belts, flywheels, crankshafts, and other exposed running machinery and devices;
- (5) Brief instructions as to use, to be attached to all flame cutting equipment;
- (6) Proper and adequate insulations and guards on all electrical lines, terminals, controls, and switch boxes;
- (7) Warning devices on all intrashop and intershop power transit units, and lifting devices such as jitneys, trucks, electric hoists, and cranes;
- (8) Facilities to administer first aid in the event of injury to an employee;
- (9) Stretchers or litters at various points throughout the shop, and shall see to it that they are not obstructed, but easily accessible at all times, and clearly and prominently marked as such;
- (10) Locker, shower, and toilet rooms, which shall be maintained in a sanitary healthful condition at all times;
- (11) Raincoat and boots will be made available to all outside workers, when necessary, and such workers will be financially responsible for return of this equipment to the company;
- (12) Female employees will be required to wear clothing and head-dress of a type that shall not endanger either their personal safety or that of their co-workers.

51. *Specific Safety Equipment Furnished at Company's Expense*

The company at its own cost and expense shall furnish to all employees whenever necessary the following items: gloves, jumpers, acid-resistant aprons, overalls, respirators, salt tablets, soap, and towels.

52. *Specific Safety Equipment Provided; Worn-Out Equipment Replaced*

Employees required by the company to wear rubber boots or rubber shoes shall be furnished two (2) free pairs of boots or shoes yearly unless a third pair is absolutely necessary, others at cost. All aprons, rubber gloves, and canvas gloves shall be furnished free.

All used and worn out boots, gloves, and other equipment furnished by the company shall be turned into the company before new are issued.

53. *Employer To Furnish Protective Apparel or Compensation for Damaged Clothing if No Protective Apparel Furnished*

Where employees in the course of their regular employment are engaged in spray painting or exposed to fire, acids, caustics or other chemicals injurious to person and clothing, the corporation will furnish protective wearing apparel (including goggles in appropriate cases) to those employees working on the job, or will compensate such employees for damage to clothing caused through failure to provide such protection.

54. Employer To Make Every Effort To Control Dust Hazard

The employers agree that every reasonable effort will be made to make provisions for the control of the dust hazard in the shops.

55. Employers' Association To Provide Equipment Used in Treatment of Silicosis

The [employers' association] shall, as soon as possible, secure the necessary machines and equipment that are being used in the treatment of silicosis.

56. Employer To Furnish Milk Daily To Maintain Health

The employer agrees to furnish one (1) pint of milk each day to all employees covered by this agreement as its contribution to maintenance of the employees' health standard.

Note: The plant covered by this agreement manufactures colors and paints.

57. Charge for Loss or Willful Destruction of Safety Equipment

Goggles, gas masks, face shields, respirators, special-purpose gloves, fire-proof, weather-proof, or acid-proof protective clothing, when necessary and required, shall be provided to the employees without cost, except that the company may charge an employee a reasonable amount for any loss or willful destruction of any of the foregoing by such employee.

58. Employee Charged for Equipment Not Returned to Company, on Quitting

All equipment furnished by the company to an employee shall be returned to the company if the employee quits. If the employee fails to return such equipment on quitting, the cost thereof shall be deducted from his pay.

59. Employee Use of Safety Devices Mandatory

Safety devices shall be furnished to employees, and it will be mandatory for employees to use them and to comply with company safety rules and procedures.

60. Safety Equipment Provided; Employee's Failure To Use Equipment May Result in Discharge

The employer shall make and carry out all reasonable provisions for the safety and health of the employees during the hours of their employment; and it will provide at the plant such equipment as efficient, protective and sanitation devices, a proper heating and ventilating system, and gloves, aprons, and other articles where required for use in connection with employees' work. Employees shall be required to use gloves, aprons, and safety devices furnished, and continuous failure to do so after warning will subject the employee to discharge.

61. Discipline for Failure To Use Protective Devices and Equipment

All employees must use protective devices and equipment at all times. Failure to do so will result in punitive action being taken.

62. *Daily Allowance for Safety Shoes Withdrawn if Unannounced Inspection Shows Failure To Wear Shoes*

Also in addition to the wage rates herein set forth, employees shall receive an allowance of five (5) cents per workday for the purchase of safety shoes or boots. The employer may make spot inspections without notice to determine whether employees are wearing their safety shoes. If upon such inspection an employee is not wearing such shoes he shall not be entitled to such allowance until a subsequent inspection, to be made within 3 months, shows him to be wearing them.

63. *Company Compensation for Accidents Denied Employees Who Refuse To Use Protective Equipment*

Protective devices, wearing apparel, and other equipment necessary to properly protect employees from injury shall be provided by the company, as at present supplied, and as later may be mutually agreed upon between the management and grievance committee of the union. Employees who refuse to make use of such protective devices shall lose the benefits of Section XVII hereof [compensation by company for accident caused by acid or chemicals].

64. *Union May Contribute Suggestions for Safety Devices*

The company will, according to its established practice, continue to install such safety devices for the protection of the lives and health of its employees as shall be mutually agreed upon by its representatives and the plant safety committee. It is agreed by and between the parties that the union may contribute suggestions from time to time with respect to the improvement or installation of new ones. It is mutually agreed that the efforts of both parties shall be directed to maintain all equipment and tools in safe and efficient working order. The regulations and safety codes adopted by the Department of Labor and Industry, Commonwealth of Pennsylvania, will be strictly observed by both parties.

65. *Hazardous Jobs—Company To Provide Adequate Number of Experienced Workmen*

In the handling of all work, superintendents and foremen are required to see that sufficient experienced workmen, equipped with the necessary safety devices, are on the job to properly and safely handle the work to be done.

66. *Reasonable Rest Periods During Hazardous or Fatiguing Work*

Under exceptional conditions of hazardous or fatiguing work, reasonable provision will be made for rest periods for employees engaged in such work.

67. *Twenty-Minute-Paid Wash-Up Time to Employees on Toxic Operations; Lesser Time Allowances to Employees on Other Operations*

Twenty minutes wash-up time, without deduction in pay, shall be allowed each employee before quitting time while actually engaged on manufacturing or processing of lead powder and on any other operations in the plant which the parties shall agree are toxic, or which in the opinion of a representative of the New Jersey Department of Labor are toxic. The following jobs have been found to be toxic: White metal department; copper lead alloys; kettle work in lead plant; lead cable stripping, lead cable sweating, and handling white metal dross in the scrap plant and laboratory furnace room; and shall be treated as such until a determination is made that they are not toxic. Such wash-up time for work not at present determined as being toxic

shall become effective only upon such determination. Fifteen minutes wash-up time before quitting time shall be allowed without deduction in pay for work performed in bag house and flues. Ten minutes wash-up time before quitting time shall be allowed in all other jobs, without deduction in pay, except for shift workers.

68. *Work Prohibited During Inclement Weather Except in Emergency*

Employees hereunder shall not be required to perform work on equipment outside of hangars during inclement weather when the company can make a hangar or sheltered space available. This requirement does not apply to emergency, line work, or work on airplanes for immediate service.

69. *Work Prohibited During Inclement or Below Zero Weather Except To Protect Life or Property or To Maintain Service to Public*

The company will not require any employee covered by this agreement to work out of doors during inclement weather or weather that is below zero unless such work is necessary to protect life or property or to maintain service to the public.

NOTE: This agreement covers a public utility.

70. *Employer To Furnish Protective Gear During Inclement Weather*

All employees required to work in rain or water shall be furnished a rain suit or rain coat at the employee's option, and individual hats and rubber boots where needed. Such equipment shall remain the property of the company, and shall not be devoted to personal use and shall be turned in when not in use.

71. *Employee Constituting Safety or Health Hazard to Other Employees Not Allowed To Work With Them. Company Right To Examine Such Employees*

No employee known to the company to be incapacitated physically or mentally to perform his task in a safe manner or under safe conditions in relation to the health or safety of other employees whose health or safety may be prejudiced by his condition, or who are dependent for their physical safety on his safe performance of his duties, shall be allowed to work in connection with other employees. The company shall at all times have the right to have physical and other examinations made by its medical and/or other experts, to determine whether any employee is in fact subject to a disability described in this paragraph, and shall have the right to act in reliance upon the report of such medical or both experts.

Work Under Unsafe Conditions

Further safety and health protection to employees is contained in clauses which state that they shall not be required to work under unsafe conditions or which spell out the steps to be taken when an employee feels a job is unsafe. Some of these provide that refusal to do work under conditions deemed hazardous shall not be grounds for discharge.

72. *No Employee Knowingly Permitted To Work on Job Detrimental to Health*

No employee shall knowingly be permitted to work on a job which through physical sensitivity or otherwise is detrimental to his or her health but suitable work shall be,

if available, given by the company to such an individual without subjecting said employee to undue exposure or detriment.

73. *Employee Not Required To Work Under Conditions Contrary to Company, Safety Committee, or State Safety Code*

No employee shall be required to perform services that seriously endanger his physical safety and under conditions which would be contrary to the provisions of the company's safety code or the recommendation of the joint management-union safety committee or any applicable sanitary or safety provisions of the Labor Code of the State of California. An employee's refusal to perform such services under such conditions shall not warrant or justify his discharge.

74. *No Work Permitted Under Substandard Conditions or in Violation of City or State Agencies*

Employer shall provide employees with standard safety devices, approved by the Board of Standards and Appeals. No employer shall permit work to be done under conditions which are substandard or violative of any laws, orders or regulations of any department or Board of the City or State of New York.

75. *No Employee Required To Work on Unsafe Equipment and Without Specific Safety Gear. Use of Safety Devices, Furnished by Employees, Mandatory*

No journeyman shall be required to work with unsanitary material; nor on ladders or scaffolds which are unsafe; nor without a proper safety belt or window jack, where the use of a scaffold is impracticable, and the use of such safety devices is necessary. The safety devices shall be furnished by the employer.

NOTE: This agreement covers painters.

76. *No Employee Required To Drive Trucks Not Equipped with Safety Appliances*

The employer shall not require members of the union to take out on the streets or highways any vehicle that is not in a safe operating condition or any vehicle that is not equipped with safety appliances prescribed by the law.

77. *Prompt Union-Management Conference To Settle Employee Refusal To Work Under Unsafe Conditions*

No employee shall be required to perform services that seriously endanger his physical safety, and his refusal to do such work shall not warrant or justify discharge. In all such cases an immediate conference between company and union shall be held to settle the issue in question.

78. *No Discharge for Refusal To Work on "Unsafe" Job Pending Determination by Safety or Medical Director. Employee Given Available Work Elsewhere or Sent Home Without Pay if Work Unavailable*

An employee shall not be discharged for refusing to work on a job if his refusal is based on the claim that said job is not safe or might unduly endanger his health, until it has been determined by using the procedures provided in this article, and applying the plant standards set forth in paragraph . . . above, that the job is safe. In such cases the foreman shall request an immediate determination by the safety and/or medical director as to whether the job is safe or unsafe.

Pending such determination, the employee will be given suitable work elsewhere in the plant, if such work is available. If no suitable work is available, he shall be

sent home. Time lost by the employee when so sent home shall not be paid for by the company.

79. Management Decision Final on Safety of Job; Decision Accelerated

Any employee who is assigned to a job which he has good reason to believe may be dangerous to life or limb may immediately notify the foreman and his steward or committeeman. If the matter is not resolved with the foreman, the steward or committeeman may take the matter up immediately with the personnel director or his designated representative for the purpose of resolving the dispute. If the decision of the management is that the job is safe, the employee must perform the job assigned.

80. Employee Claiming Unsafe Job May File Grievance or Request Transfer Pending Settlement

An employee who believes that he is being required to work under conditions which are unsafe or unhealthy beyond the normal hazard inherent in the operation in question, shall have the right to:

1. File a grievance on said condition in line with section— hereof. It is understood and agreed that if a grievance is filed on an unsafe working condition, management representatives shall give said grievance preferred handling and expedite its movement through the grievance procedure.

2. Or he may request assignment to another job until the question is properly settled.

Safety to Public

In addition to State regulations covering workers in industries or occupations in which the safety or health of the workers may be affected, agreements often contain provisions for the protection of the public welfare as well as of the workers. Agreements in the food industries, for example, may require the employees to maintain minimum standards of health or personal cleanliness, or to pass periodic medical tests. In trucking and in public transportation, the employer may be required to insure and adequately equip all vehicles with safety devices for the protection of the driver and the public.

81. Shop Sanitary Conditions To Comply With Pure Food Laws

The shop must be kept clean and in an utmost sanitary working condition in accordance with full requirements of the pure food laws.

NOTE: This agreement covers bakeries.

82. Employer To Comply with City and State Sanitary Laws

The employer shall comply with all standards of sanitation provided for by laws, ordinances, rules and regulations of the city and State department.

NOTE: This agreement covers barber shops.

83. Employees Must Maintain Personal Cleanliness

Sanitary toilets, wash stands and paper towels, also accommodations for hanging clothes, shall be provided by the employer. The employees shall keep themselves clean and in a sanitary condition at all times.

84. *Penalty by Union or Dismissal by Employer for Failure To Maintain Personal Cleanliness*

All employees engaged in the handling of bakery products until they are wrapped shall wear white and said employees shall maintain their personal cleanliness or suffer severe penalties to be imposed by the union or dismissal by the employer if they injure or impair the confidence to which the baking business is entitled.

85. *Discharge for Noncompliance with Health Standards*

Inasmuch as ice cream is a food of general public consumption and in many cases is used particularly as a food in hospitals and for convalescents, it is agreed therefore, that any employee may be discharged if he has fallen below the physical standards required by the laws of the State, municipal ordinances, the rules of the public health department, or the standards established by the employer. If an employee is discharged under health standards established by the employer, union officials will first be notified.

86. *Ban on Employees with Contagious Disease; Employer or Union May Require Doctor's Certificate*

No employee afflicted with a skin, contagious venereal disease shall be permitted to work in the shop. The employer or the union may require an employee to submit a doctor's certificate in this connection, or cause the employee to be examined by a licensed physician.

NOTE: This agreement covers bakeries.

87. *All Trucks Equipped with Safety Appliances*

The following devices shall be defined as safety appliances and the employer agrees to have all trucks so equipped and maintained in good order at all times. Two rear vision mirrors, one windshield wiper, one arm signal, and a good horn. Windshields pitted by sand or other blemishes that distort proper vision shall be replaced. Driver's cab shall have doors or curtains to protect driver during cold or inclement weather. Brakes, headlights, clearance lights, and tail lights, shall meet legal requirements. Fog lights shall be provided if truck is operating in regions where fog is a common occurrence. Tires to be checked, driver not responsible for accidents occurring from bad tires.

88. *Equipment To Conform to Applicable Regulations*

No employee shall be compelled to take out equipment that is not mechanically sound and properly equipped to conform with all applicable city, State and Federal regulations.

NOTE: This agreement covers over-the-road trucking.

89. *All Trucks and Vehicles Must Be Insured*

All motortrucks, horse-drawn vehicles and rolling equipment owned or hired by the employer must be insured either by an independent insurance company or by self-insurance. All motor trucks shall be provided with storm-proof enclosures. Seats shall be installed for chauffeurs.

Accidents and First Aid

Many agreements require the employer to maintain first-aid facilities in the plant. The employers may only be required to have first-aid kits accessible, with a designated employee or trained first-aid attendant in charge. In large plants, a kit may be required in each department. Some agreements specify that a nurse, or doctor and nurse, shall be in continuous attendance or readily available. Others require the employer to provide an adequately equipped first-aid room with a competent person or persons in charge. Sometimes a minimum number of workers must be employed before the company is required to have a trained person in attendance. Where multiple-shift operations are in effect, provision may be made for supervision of first-aid facilities on all shifts. In industries involving hazardous occupations, the employer must make provision for ambulance service or for the maintenance of an ambulance on the premises.

Many agreements provide that all accidents must be reported by the injured employees, usually to the foreman or the immediate supervisor. Since most State workmen's compensation laws require the employer to report all accidents, this is not generally specified in agreements.

90. Adequate First-Aid Equipment Accessible and Available at All Times

Adequate first aid equipment shall be placed and maintained by the company in headquarters of each department and such equipment shall be made easily accessible and available at all times.

91. Employees Required To Know or Learn First Aid

An employee covered by this agreement is required to take first-aid training unless he possesses a knowledge of at least the fundamentals of first aid to the injured, i.e.,

- Artificial respiration
- Control of arterial bleeding
- Treatment of shock

NOTE: This agreement covers copper mining operations.

92. Designated Person in Charge of First-Aid Kit

An adequate first-aid kit shall be maintained so as to be easily accessible at all times. The company shall designate a person to take sole charge of each first-aid kit.

93. First-Aid and Ambulance Service Provided on All Shifts

Prompt ambulance service and first aid to injured workmen shall be provided by the employer on all shifts and a safety man shall be employed and made responsible for the proper enforcement of safety rules.

94. Specified First-Aid Equipment in Chemical Plant

In those portions of the plant employing corrosive chemicals, safety showers, blankets, and counter solutions shall be provided in a conspicuous place and conspicuously labeled.

95. *Company To Maintain First-Aid Room with Competent Person in Attendance*

The employer shall maintain a first-aid room in each of its plants with a competent person in charge thereof.

96. *Nurses or First-Aid Staff To Be Available; Competent Medical Service Provided for Accidents on Company Property*

A competent staff of nurses or first-aid personnel will be available in all plants where required and necessary to insure prompt first-aid service to injured employees. Competent medical service will be provided for each employee in case of an accident on company property.

97. *Company To Maintain Medical Department*

The company will maintain a medical department, properly equipped and staffed and under the direction of a full-time licensed physician. Only graduate nurses will be employed in this department.

98. *Provision for Medical Aid*

An adequate medical service plan has been enacted and shall continue as regards employees, and safety and health conditions affecting those employees, within any area affected by this contract.

A competently trained person is and shall continue to be on duty in that portion of the plant devoted by * * * company for the purpose of medical aid to its employees during the day shift. Adequate facilities for first aid shall be also provided for the off-shifts.

99. *Doctor or Nurse in Attendance During Working Hours; Ambulance Maintained*

A physician or a registered male nurse shall be in attendance at each yard during all working hours to provide adequate first-aid service.

The company, at its own expense, will provide an ambulance which will be maintained at each yard during all working hours.

100. *First-Aid Attendant on Duty so Long as Production Departments Operate*

The company will continue to make reasonable provisions for the safety and health of its employees at the plant during the hours of their employment. Protective devices and other equipment necessary to properly protect employees from injury shall be made available by the company. It is further agreed that the first-aid department will be open with an attendant on duty at all times when production departments are working.

101. *First-Aid Personnel Available Provided Minimum Number of Employees at Work*

The employer agrees that it will have available a person qualified to administer first aid at all times that two hundred (200) or more employees are at work.

102. *First-Aid Room and Equipment To Be Furnished in Plants Employing More Than 25 Workers*

There shall be established within sixty (60) days in each plant where twenty-five (25) or more employees are employed, a first-aid room with bed or couch for ill or injured employees and equipped to care for the sickness or injury of the employee.

NOTE: This agreement covers a number of individual firms.

103. *Company To Try To Have Trained First-Aid Men in Every Department*

The company will endeavor to have present in every department and on every shift employees trained in first aid and holding a United States Bureau of Mines, Red Cross or other recognized certificate for first aid. Such employee shall carry on his regular job and not be entitled to extra compensation for first-aid duties.

104. *Company's First-Aid Doctor on 24-Hour Call*

Registered doctors will be in charge of the company's first-aid departments, being on call twenty-four (24) hours a day. No employee injured in a plant will be required to sign any statements in the first aid.

105. *All Accidents To Be Reported to Foreman or Overseer*

A Standard Red Cross first-aid kit shall be kept at all times in all departments to meet any emergency that may arise, but accidents, however minor, shall be reported to the foreman or overseer of the department, and the overseer shall report the accident to the office of the employer.

106. *All Injuries To Be Reported to First-Aid Department During Day Shift; to Foreman, During Night Shift*

Injuries of any nature whatsoever shall be reported immediately by the employee to the first-aid department between the hours of 8:30 a.m. to 5:30 p.m., and to his foreman between the hours of 5:30 p.m. to 8:30 a.m.

107. *Accident Form Must Be Filled Out After First Aid Is Given*

Employees injured while at work will cooperate with their foreman in making out an accident report as soon as possible after medical attention is given.

108. *Ill Employee Must Report Illness to Supervisor Before Going to First-Aid Room*

If an employee becomes ill while at work, he or she shall report such illness to a supervisor who will permit the employee to report in person the circumstances of his or her physical condition to the company's first-aid room. The first-aid room will take appropriate action.

109. *Company To Furnish Transportation to Employee Injured at Work; No Pay Loss*

In case of injury sustained by an employee in the course of employment and requiring immediate attention of a physician, the employer shall provide necessary transportation to the physician's office, and to the employee's home, or to the hospital, if necessary. If the employee returns directly to work on the same day, he shall suffer no loss of time, and if sent home or to the hospital, shall be paid for the balance of the half-day work period in which the injury was sustained. In no case shall such employee suffer loss of time when required to leave his job for visits to the physician for further treatment of such injury.

110. *No Discrimination Against Employees for Filing Claim Before State Industrial Accident Commission*

The employer agrees not to discriminate against any employee because of his either filing a claim or appearing before the California State Industrial Accident

Commission. The employer agrees to exert every possible effort to find employment in his shop for his employee who has become totally or partially disabled because of an industrial accident at his shop.

111. *Employee Complaints Over Company Hospital or Doctors Subject to Grievance Procedure*

It is understood and agreed that the company's hospital is maintained primarily for the purpose of providing medical and hospital services to company employees who may need the same as a result of industrial injuries * * *. Should any employee have a complaint against the company's medical director or his assistant, or the facilities of the company's hospital when said employee is being treated by the company's medical director or his assistant, or is using the facilities of the company's hospital because of an injury which arose out of and in the course of his employment, said employees may present said grievance for adjustment under the grievance procedure.

112. *Employee Dissatisfied With Company Doctor's Treatment May Select Own Doctor at Company Expense, Provided Cost Does Not Exceed That Paid to Company Doctor*

If an employee entitled to medical treatment at company expense has good and sufficient reason to believe the medical treatment given by the company doctor is insufficient, he may select his own doctor and be treated at the company expense, providing he notifies the company of such change, and providing the cost of such private medical attention does not exceed that paid to the company doctor.

Sanitary Conditions

The obligation of the employer to maintain sanitary and comfortable working conditions is expressly affirmed in a number of agreements. The exact nature of these clauses is dependent, of course, upon the kind of workplace and type of work performed. A general clause of this nature requires the employer to provide a clean, ventilated, and properly lighted work room for the performance of all work.

The most common type of specific clause requires the employer to furnish and maintain clean toilets, washrooms, good drinking water, sanitary fountains, and proper light, heat, and ventilation. Those agreements covering "dirty" occupations, where employees change to work clothing, usually require the employer to furnish showers, lockers, and dressing rooms. In industries such as logging and maritime, where living quarters are furnished, the agreements may specify standards of sleeping and eating arrangements.

Often the union agrees to share responsibility for maintaining sanitary conditions and to cooperate with the employer in carrying out the intent of this clause, and the employees are required to cooperate to this end.

113. *Employer To Maintain Sanitary Conditions*

The company will continue to maintain a clean, properly-lighted, heated, and ventilated factory with approved safety devices.

114. *Specific Sanitary Facilities Provided and Maintained*

The company agrees to furnish good drinking water and sanitary fountains will be provided where necessary. The floors of the toilets and washrooms will be kept in good repair, in a clean, dry, and sanitary condition.

The shops and washrooms will be lighted and heated in the best manner possible consistent with the source of the heat and light available. Lockers will be provided for all employees.

115. *Sanitary Facilities, Including Adequate Rest Rooms, Provided*

Adequate rest-room facilities shall be provided by the employer. All rest rooms shall be kept in a sanitary condition. Adequate drinking fountains shall be installed and maintained, and adequate ventilation shall be provided by the employer.

116. *Drinking, Eating, Washroom Facilities Furnished*

Proper drinking, eating, and washroom facilities will be provided at both the [plants].

117. *Specific Sanitary Facilities Furnished, Including Showers*

Change houses, locker, and shower rooms will be furnished by the company for the use of the employees.

118. *Fifteen Minute Wash-Up Time Allowance to Employees Handling Coal and Other Dirty Work*

In the production department all coal-handlers at coal-unloading pits, and coal-handling operators working between the coal pits and bunkers, desiring to take a bath before leaving the plant, shall be allowed to leave the job for the locker room fifteen (15) minutes before the end of their scheduled work period. Any employee, who has become unusually dirty, may, after securing permission from his immediate supervisor, take time from work to bathe and clean up.

119. *Company To Furnish Soap and Allow 30 Minutes Per Week for Washing Clothes on Company Time*

The company will furnish suitable soap for bathing; however, shall not be required to furnish in excess of three (3) bars per week to each employee. The kinds of soap purchased for this purpose shall be limited to six, such kinds to be designated by the workmen's committee. The company shall also furnish soap for washing clothes, each man to be entitled to receive one (1) pound per week and each man shall have thirty (30) minutes per week for washing clothes on company time.

NOTE: This agreement covers the manufacture of carbon black.

120. *Drinking Water During Summer Months*

The company shall furnish cold drinking water during the summer months to the employees working in the plant.

121. Sanitary Standards for Living Quarters and Food

The following items shall be supplied to the unlicensed personnel:

1. A suitable number of clean blankets.
2. White sheets and pillow cases which shall be changed weekly.
3. Face and bath towels which shall be changed twice weekly.

No clean linen or towels shall be furnished until soiled linens and towels have been returned to the steward.

Mattresses or pillows filled with straw or excelsior shall not be supplied. The company agrees to make every effort to supply mattresses of high grade quality. Recognizing that mattresses are subject to wear and tear and may not always be in sanitary condition, the company agrees to replace mattresses and pillows when such replacements are legitimately necessary.

All dishes provided shall be crockery ware.

1. Percolator to be supplied to each ship.
2. Each bunk shall have bunk lights installed.
3. Lockers of full length to be installed for all employees where practicable.
4. Chest of drawers to be placed in every room where practicable; also drawers under bunks where practicable.
5. Each vessel is to be furnished with at least one electric washing machine for the use of the crew.
6. When necessary, bunk springs shall be replaced by ones of first-class quality and material.
7. Water coolers and sanitary drinking equipment to be installed for the use of the unlicensed personnel. When available, an electric refrigerator shall be installed for the use of unlicensed personnel for food served at irregular hours.
8. All stores and provisions to be of standard quality. The ship's committee shall be accorded the right to consult with the steward concerning the quality and quantity and variety of food served at meals and light lunches.

All quarters and messrooms shall be adequately ventilated and a sufficient number of electric fans to secure such ventilation shall be installed. When necessary such spaces shall be suitably screened.

All quarters are to be kept free from vermin and clean insofar as possible, and the unlicensed personnel shall cooperate in this respect. The company agrees to fumigate all quarters regularly when such fumigation is necessary.

122. Employer To Install Necessary Heating and Ventilating Systems

Proper heating and ventilating systems shall be installed by the corporation wherever needed.

123. Company To Comply with State Hygiene Department's Ruling on Additional Heating or Ventilating Systems

Any complaints relating to additional heating or ventilating systems shall be made to the West Virginia Hygiene Department and if upheld by such Department, the company agrees to follow the rules of such Department.

124. *Minimum Temperature in Work Places Specified*

Cutting sheds and air for pneumatic machines to be heated from October 15 to April 15 of each year to at least forty (40) degrees. Hot water must also be provided during the same period.

125. *Window Screening in Departments Working Nights, Except Those in Which Humidity Is Regulated*

The company will endeavor to maintain a high standard of safety and sanitation in the mill. The company also agrees to furnish screens for fifty (50) percent of the windows in all departments regularly running nights, except those in which the humidity is regulated.

126. *Company and Employee Cooperation in Maintaining Sanitary Conditions*

The company will provide and maintain adequate rest and recreation rooms and toilet facilities, but the maintenance of sanitary conditions therein shall be the mutual obligation of all employees and the company.

127. *Union Committee To Assist on Sanitation and Other Problems—Food Product Plant*

Since the company operates a food product plant it is recognized by both parties that it is to their mutual interest that a high degree of sanitation and cleanliness be maintained and they hereby mutually agree to cooperate to that end. The union agrees that a committee be selected to work with management on problems of efficiency, sanitation, production and quality since it is agreed that these problems affect both wages and continuity of employment for each employee.

It is agreed that all employees shall comply with the rules and regulations of the company as set forth in the "Employees Manual."

128. *Access to Plant by Union Representative To Check Sanitation, Fire Prevention, and Safety*

The employer agrees to maintain sanitary conditions in his shop or shops. A duly authorized representative of the union shall have access to the factory or the employer at all times for the purpose of investigating conditions of the shop with reference to sanitation, fire prevention, and general safety.

Shift in Temperature Conditions

Special provisions are made for employees in industries which require shifts in temperature conditions—from hot to cold or vice versa. The employee must be given time to change clothing; or he may not be forced to work on a job where it is unusually hot or cold.

129. *Shift from Warm to Cold Temperature—Employee Given Sufficient Time To Change Clothes*

When an employee is changed from a warm to a cold department or vice versa, he shall be given sufficient time to change his clothing.

130. *Shift from Warm to Cool Departments—Notice to Employee on Previous Working Day*

Employees shall not be changed from warm to cool departments without being notified on the previous working day; when changed from cool to warm departments there shall be allowed ample time to change clothing.

131. *Employees Shifted from Hot to Cold Work Given Time To Cool Off*

Employees working on "hot work" will not be require to work on "cold work" or go out into the weather until given sufficient time to cool off. Where time will permit, furnaces will be cooled before they will be required to work in them.

132. *Secret Ballot, Under Joint Supervision, on Whether Kiln Is Too Hot To Be Worked*

It shall be left to the discretion of the majority of the wheelers to determine by means of a vote taken by secret ballot whether a kiln is too hot to be worked and such vote shall be counted jointly by a union and company representative.

133. *Employees Not Required To Work in Unreasonably Hot Work Place*

No employee shall be required to work in any kiln as long as the temperature where he is to work is unreasonably hot.

Smoking Provisions and Regulations

The subject of smoking is sometimes covered in agreements, although it is more often incorporated in plant or shop rules. The prevalence of smoking regulations and extent of prohibition of smoking is determined to a considerable extent by the nature of the industry and the types of materials handled and processes used. Because of the danger of fire and other safety hazards, or because of fire insurance and safety regulations, smoking may be either prohibited anywhere in the plant or in restricted areas only. Violation of this rule usually results in disciplinary action, including discharge. Occasionally, smoking is permitted only at certain hours, or at certain intervals. Determination of the areas in which smoking shall be permitted is usually left to management. In some agreements, the union pledges itself to cooperate in enforcing smoking rules and in keeping violations to a minimum. Occasionally, too, smoking is permitted on a trial basis subject to revocation of the rule in the event of abuse.

134. *Smoking in Nonrestricted Areas To Be Negotiated*

The matter of smoking during working hours, with the exception of areas which may necessarily be restricted, will be the subject of negotiations between the union and management.

135. *Ninety-Day Trial Period for Smoking, Subject to Company Rules*

Smoking shall be permitted in departments and offices according to smoking regulations established by the company and restricted to those regulations during a 90-day trial period.

Smoking may be discontinued at the end of the trial period if, in the opinion of the management, such service is not satisfactory.

136. *Flat Prohibition of Smoking in Plant*

Employees are forbidden to smoke in the plant.

137. *Smoking Banned in Specified Departments, Places, or on Certain Jobs, but Permitted During Lunch Periods. Company Right To Add to List of Places Where Smoking Is Banned*

The company agrees to allow smoking during working hours in the shop except in the rest rooms and toilets, in the stockroom, adjacent to and in the paint shop, and in busses being final trimmed, also by anyone working underneath a bus or chassis. The company reserves the right, as it deems necessary, to add to this list of places where smoking is banned, and will do so by written notification to the union bargaining committee, supplemented by posting on the bulletin boards.

Employees of those departments or places or doing certain jobs where smoking is banned, must confine their smoking to morning, noon, and afternoon lunch periods.

Any employee found violating this privilege by smoking in the toilets or on other banned locations or jobs will be given a 1-week lay-off for the first violation and discharge for the second violation.

The company is extending this smoking privilege so that those eligible who feel the need of a smoke between rest periods will have the privilege of doing so. The company must insist, however, that this privilege not result in undue loss of time and that every effort be made by all employees to eliminate fire hazard and to promote safety. The union agrees to cooperate and assist in this.

138. *Discharge for Smoking While on Duty or in Prohibited Areas*

Reasons for discharge: Smoking while on duty or in prohibited areas, which are all parts of the mill except the locker rooms and boiler house.

139. *No Smoking in Designated Areas; Discharge for Violation; Union Cooperation Pledged*

There shall be no smoking in the cargo spaces of the ship or on deck near open hatches or on the pier of the party of the first part; for a violation of this provision, the guilty person shall be discharged and given no further employment by the party of the first part. The union recognizes the danger of this offense and agrees to cooperate in every way to eliminate it.

140. *Graduated Penalties for Smoking in Prohibited Areas*

The penalties for * * * smoking in prohibited areas shall be as follows: * * *

First offense, suspension for 15 days; second offense, suspension for 30 days; succeeding offenses, minimum penalty, 60 days' suspension, maximum penalty, discretionary.

141. *Smoking Allowed in Present Smoking Areas and in Other Areas Determined by Management*

The company shall permit smoking in plant areas, in which the privilege now exists, and upon request of the union shall extend such privileges to other plant areas where they are, in the judgment of plant management, practicable and consistent with safety and good operating practices. The location of smoking areas shall be determined by management.

142. *Ten-Minute Paid Smoking Allowance per Half-Shift, Plus 5 Minutes' Travel Time to and from Approved Smoking Area; Privilege Withdrawn After Notice to Union, if Abused*

All employees shall continue to be allowed a ten (10) minute smoking period during the first half of the shift and ten (10) minute smoking period during the second half of the shift. In addition to the time mentioned above, an allowance will be given for travel time from the work area to an approved smoking area and return, this travel time not to exceed five (5) minutes for each smoking period. Such smoking periods shall not be deducted from the employee's working time and shall be paid for by the company. The precise time of these periods shall be determined by the company but due consideration shall be given to the wishes and convenience of the employee involved. This privilege, if abused, may be withdrawn at any time, after such abuse has been called to the attention of the union and has not been satisfactorily corrected.

143. *Employees Allowed One 10-Minute Maximum Smoking Period for Each 6 Hours Worked*

Employees shall be allowed one (1) smoking period for each (6) hours worked; such smoking period not to exceed ten (10) minutes. This time shall not be used as a means of increasing the rate.

144. *Smoking Permitted in "Smoking Area" by No More Than Five Employees at Any One Time*

The company shall designate and provide a smoking area in the plant to be plainly marked and it is mutually agreed that the privilege of smoking in this segregated area is granted upon the express condition and understanding that at no time during working hours, on any and all shifts, shall more than five employees at a time congregate or loiter in the smoking area for the purpose of smoking or otherwise.

Eating Facilities

While it has been customary in many instances for agreements to require the employer to provide clean and sanitary space where employees might eat their lunch, the broader problem of in-plant feeding became increasingly important during the war period. This was particularly true where large plants sprang up in outlying districts or where plants enlarged rapidly and public eating facilities were not adequate.

Agreements may provide that these facilities be maintained by the company, sometimes with union cooperation. These facilities may include in-plant feeding; they may be limited to the provision of hot coffee at cost during the meal period; or they may merely call for suitable eating places to be furnished by the company.

145. *Clean and Sanitary Lunch Places Furnished by Company*

The company agrees to furnish employees with clean and sanitary places in which to eat lunch.

146. *Present Catering Service Maintained as Long as Conditions Permit*

The company agrees that the present catering service will be maintained as long as conditions remain that will permit the present service to operate.

147. *Hot Foods To Be Furnished in Plant Cafeteria*

Hot food service will be provided in the cafeteria at regular lunch times except when the plant is not operating.

Workmen's Compensation

Although there are workmen's compensation laws in all States, some agreements specifically require the employer to carry insurance to provide benefits for injuries to workers while on the job. This contractual requirement apparently arises from the fact that (1) the law is elective in many States and therefore the employer is not required to come under the act; (2) many State laws do not cover employers who have less than a certain number of employees; and (3) no law covers all employments.

Most workmen's compensation laws permit the employer to self-insure under certain conditions. However, agreements sometimes contain a provision prohibiting self-insurance.

Unions also extend the protection from loss of pay due to accident on the job by requiring that the employee shall be paid for time lost on the day the accident occurred, for time lost before workmen's compensation becomes effective, for the difference between State compensation pay and the employee's regular wage, and for hospital and medical care incident to the injury. (See Bulletin 908-6, Leave of Absence; Military Service Leave, page 18, for additional clauses on payments to supplement workmen's compensation benefits.)

148. *Employer To Carry Workmen's Compensation Insurance*

It shall be the duty of the party of the first part to carry proper compensation insurance on all employees so that they will be fully protected in case of accident.

149. *Refusal To Provide Workmen's Compensation Protection Deemed Agreement Violation*

Each operator who is a party to this agreement will provide the protection and coverage of the benefits under workman's compensation and occupational disease laws, whether compulsory or elective, existing in the States in which the respective employees are employed. Refusal of any operator to carry out this direction shall be deemed a violation of this agreement. Notice of compliance with this section shall be posted at the mine.

150. *Employer To Carry Workmen's Compensation Insurance; No Self-Insurance*

Employer agrees to at all times carry workmen's compensation insurance on his said employees, and will not be a self-insurer.

151. *Employer To Carry Workmen's Compensation Insurance and File Information with Union*

All employers, parties to this agreement must carry the compensation insurance to cover all jobs wherever the work is being done and supply the union with the name of the carrier and the number of the policy.

152. *Employer To Notify Union Committee of Disposition of Workmen's Compensation Cases*

The company agrees to give the health and safety committee of the union a report as to the final disposition of all cases that come under the Workmen's Compensation Act of the State of Illinois.

153. *Pieceworkers To Be Covered by Workmen's Compensation*

It is further agreed that all piece workers are employees and are not independent contractors and shall receive compensation in case of injury arising out of the course of their employment when the injury is one which is compensable under the Workmen's Compensation Act of the State of Minnesota. The [employers' association] will cooperate with the union in seeing that all employers carry compensation insurance at all times and each employer agrees to carry such insurance. Proof of insurance coverage in the form of a certificate of insurance shall be furnished the union.

154. *Employee Paid for Any Time Lost on Day of Injury*

In case any employee is injured at his work and in the company doctor's opinion is compelled by the seriousness of the injury to lose time for balance of workday in which injury occurred, he shall be paid for his full 8-hour shift for the time lost on date of injury plus any premium which might be due from his shift.

155. *Employee Paid Difference Between Workmen's Compensation and Wages for 2 Weeks, After Which Union and Company Negotiate Further Pay Benefits*

It is agreed that the following interpretation is acceptable to both parties on occupational injury benefits:

“Occupational injury benefits will be paid for the first 2 weeks the difference in wages between the employee's wage and the compensation pay. It is agreed where an occupational injury lasts longer than 2 weeks, the committee and the company will negotiate a settlement on further pay benefits for the particular case.”

156. *Employee Paid for 56-Hour Period if Eligible for State Compensation*

Any employee who, while working on company property at his regular duties, is injured seriously enough to obtain State compensation, shall be paid his regular straight-time hourly rate of pay for a period of fifty-six (56) hours, dating from time of injury.

157. *Accident Compensation—Employee Paid for First 3 Days Provided Absent 10 Days and No State Compensation Pay Received*

In the event of compensable injury or disability, arising out of and in the course of employment, to an employee, he shall receive compensation for the

first 3 days off at the rate applicable under the Missouri State Workmen's Compensation Act when such employee is off for 10 days or more. This shall not apply where a man receives compensation for the first 3 days under the Act.

158. *Accident Compensation—Paid Regular Wages Until Compensation Benefits Start, Provided Have 1 Year's Service. Seniority Rights Protected for 1 Year; Joint Decision on Disability Cases Over 1 Year*

All employees disabled during the course of their employment that have one (1) year's service with the employer, shall be paid at the regular wage rates until such time as the Workmen's Compensation Act takes effect. Employees who are injured, but whose disability does not prevent them from performing work for the employer in a reasonable manner, shall be protected in their seniority rights. In cases involving disability for a period longer than one (1) year, it shall be determined by joint action of the job steward or job committee of the union and the representative of the employer.

159. *Accident Compensation—All Medical and Hospital Expenses Paid by Company*

Employees injured while at work shall be given medical attention at the earliest possible moment, and employees shall be permitted to return to work without signing any release of liability pending the disposition and settlement of any claim for damage or compensation. Employees will be given medical examination without loss of time when such is required by the company.

When an employee is injured on the job, all medical expenses, hospital and doctor bills, and other expenses incident to the injury will be borne by the company.

The company will provide transportation to and from doctor's office or hospital from company premises on day of accident for injured employee when such is required.

160. *Occupational Disease: Employer To Furnish Physician's Treatment and Surgical, Hospital, and Nurses Services and Supplies Up to 90 Days*

Where the X-ray of the employee reveals that he is suffering from an occupational disease attributable to his employment with the company, the company hereby agrees that it will furnish or cause to be furnished, free of charge to the disabled employee, an attending physician for the treatment of his occupational disease, and in addition thereto, such surgical, hospital and nurses services and supplies as the attending physician may deem necessary for a period of up to ninety (90) days, if necessary, unless otherwise agreed between the company and the union, but in any case not less than statutory requirements.

Where an employee, who prior to any periodic examination offered by the company, discovers that he is suffering from an occupational disease, makes representation of this fact to the company, the company shall make or cause to be made a physical examination and X-ray of the employee, free of charge, and when the fact of disablement by occupational disease attributable to his employment with the company has been determined, the company shall furnish or cause to be furnished such treatment to the employee as is required by the preceding paragraph.

All rights under this contract shall continue with the disabled employee and he shall have the benefits of the contract upon his recovery from the occupational disease.

Physical Examinations

Physical examinations and health certificates are required as a condition of employment in a number of agreements. This is particularly true in industries such as food-processing and transportation, where public health and safety are involved, and in industries entailing hazardous work. Some agreements, on the other hand, restrict the right of the company to require medical examinations.

Meeting physical standards through a physical examination may be required of prospective employees only, as a condition of employment, or of present employees as well, as a condition of continued employment. The employer may have the right to require periodic physical check-ups of all employees, or of those in particularly hazardous occupations, either by the company's physician or by a physician chosen by the employee.

An employee absent from his job, whether due to lay-off or to illness or injury, may be required to take a medical examination to determine his physical fitness when he returns to the job. He can be refused employment if he fails to pass the minimum medical requirements of the company. This requirement applies, in some agreements, only if the employee has been absent for an extended period or for a specified time.

Some employers also reserve the right to require a medical examination of employees chronically absent.

Some agreements protect workers by providing for continuance at work if the employee's physical disqualification can be corrected by treatment or, in the case of contagious diseases, by permitting the employee to return to work after a specified time on presentation of a health certificate.

As a protection against discrimination and possible disqualification for work when the employer is given broad rights to set physical standards and require physical examinations, provision is often made for appeal, either through the employee's own physician, a neutral physician, or through the regular grievance procedure. The report of the company physician is usually made available to the employee or his physician. Further protection to employees is the purpose of provisions stating that physical examinations shall not be used for purposes of discrimination.

Usually, the company pays for the initial examination; in cases of appeal, the employee often pays for his own physician and the company either pays for the third physician or shares this expense with the employee.

Some agreements which protect present employees against losing their jobs upon failure to pass a physical examination specifically state that new applicants may be rejected.

Preemployment and Periodic Examinations

161. *No Physical Examination Except as Required by Law*

There shall be no doctor's physical examination nor age limit, except as required by law. Unless required by law, no employee shall be compelled to pay hospital or insurance fees in the course of employment or as a condition to secure employment.

162. *Employer Right To Require Physical Examinations and Set Reasonable Health Standards*

The company shall have the right to adopt at any time the requirement of physical examination for its employees and set reasonable health standards. The company may decline to employ or retain in its employ any person who falls below the reasonable health standards required.

163. *Preemployment and Periodic Examinations by Company Doctor*

The company may require all applicants for employment to be examined by a physician employed by the company, shall have the right to require all employees to be examined and periodically reexamined at reasonable intervals by a physician employed by the company, all such physical examinations to be free at the expense of the company.

164. *Preemployment Examination by Company Doctor; Subsequent Examinations by Employee's Doctor*

Employees shall not be required as a condition of employment to submit to a physical examination by a physician in the pay of the employer or its agents, but may furnish a certificate of current date from any reputable doctor of the employee's own choosing.

Applicants for employment shall be examined by a reputable physician chosen by the employer.

165. *Semiannual Examinations of Employees in Specified Hazardous Occupations*

Employees engaged in sand blasting, plating, or spray painting shall be given physical examinations by a physician semiannually during their employment in such occupations.

166. *Eye Examinations Required Periodically—Certificate of Fitness a Condition of Employment*

The company shall have the right to require employees to have their eyes examined periodically by competent eye specialists whose fitness has been legally determined, and the failure of any employee to furnish the company with ten (10) days after notice of such requirement of a certificate of fitness approximating normal ocular efficiency, shall be sufficient cause for lay-off without pay; it being provided, however, that such fitness may be effected by the use of eye glasses, if necessary.

167. *Frequency of Periodic Examinations Geared to Age of Employees*

At the company's expense and under direction of the company doctor, physical examinations will be made of all employees at such times as the company may request. The company hopes to continue the present plan of physical examinations of employees 45 years of age or older every year, and employees under 45 years of age every other year.

168. *Union and Company Physicians Determine Frequency of Periodic Examinations and X-Rays, With Cost Borne by Company*

The company shall have the right to accept or reject new employees on the basis of physical examinations and X-rays, and shall make periodic physical examinations and X-rays of its employees.

The company agrees that physical examinations and X-rays shall be taken as often as determined by the company's physician and the physician appointed by the union, as hereinafter set forth; all expenses of such examinations and X-rays to be paid for by the company.

All male employees shall be examined and X-rayed before June 1, 1948, except any male employee who has been X-rayed since January 1, 1947.

The union shall appoint a physician to represent the union for the purpose herein described. The company will permit the union's physician to see and examine all periodic X-rays hereafter taken and also the periodic X-rays taken since 1940.

Upon written request of any employee's family physician, the employee shall be permitted to take his X-rays to be examined by his family physician. It being understood that the employee shall be responsible for the safe return of such X-rays.

169. *Company Right To Determine Physical Fitness at Any Time with Option To Find Other work or To Dismiss Employees Physically Impaired*

The company shall have the right to determine the physical fitness of an employee at any time and for this purpose may require such employee to be examined by a company physician at the company's expense. In the event an employee is found to be physically impaired, the company will endeavor to give him other work, provided in the company's judgment such work is available and the employee is capable of properly performing such work. Otherwise, such employee may be dismissed. Furthermore, if an employee is found to be suffering from a contagious or infectious disease or to be mentally unsound, he may immediately be dismissed.

170. *Company Right To Transfer Employee, Based on Physical Examination*

It is understood that in cases where physical examination indicates that an employee should have a change in occupation, the company will have the right to transfer that employee to work for which he is physically fit, considering said employee's competency and seniority status.

171. *Examinations Not To Affect Worker's Employment Status, Subject to Lay-Off in Case of Communicable Disease*

Employees shall submit to an annual physical examination by the company's doctor, or oftener if requested by the company. This examination shall not affect the employee's employment status with the company.

Employees having venereal diseases or tuberculosis communicable to other employees will be laid off as soon as proven by a competent medical doctor and will not be permitted to resume work until he furnishes medical proof of noncontagiousness.

172. *Employee May Request Yearly Check-Up by Company Doctor*

Each employee may have a complete and thorough physical examination made by a company physician once each year for each full year of employment. It is understood that this yearly physical examination shall be for the sole purpose of

informing the employee of possible necessary treatment for keeping himself in a fit physical condition for further work.

The above mentioned physical examinations by a company physician shall be made without cost to the employees.

173. *Chest X-rays Provided Periodically on Request. Results Given Employee and to Union, on Employee Authorization*

The company shall provide for a chest X-ray annually for employees who voluntarily submit thereto.

The company shall provide for chest X-rays on a semiannual basis for employees working in the Textile Division, Braiding Department, M.S.C. Mixing and Finishing Department and Limpet Department who voluntarily submit thereto.

The employee shall be informed as to the negative or positive results of the X-ray. The union shall receive a copy of all future X-ray reports direct from the physician making same for all employees who so designate by signing authorization slips.

174. *Yearly Examinations Optional with Employees; Examination Compulsory Under Specified Circumstances*

Yearly physical examinations shall be optional with all employees having seniority, except as hereinafter provided. Employees absent from the plant for one (1) year or more, employees who take another job while laid off, and employees who have had a major surgical operation shall be examined by the company physician before returning to work.

175. *Cost of Preemployment Examination and First One Requested Subsequently Paid by Employer; Others, by Employee*

The employer agrees to pay for any physical examination employer desires at time of employment. The employer is permitted to request an employee at any time employer desires to furnish a health certificate signed by the company doctor certifying that such employee is free of all venereal or contagious diseases. The employer will pay the physician's fee for the first examination. If the employee is not able to successfully pass such an examination, he or she will be relieved of employment until such time as he or she can obtain such certificate. All physician's fees, except for the examination required at the time of employment and the first one requested by the employer thereafter, will be paid by the employee.

176. *Cost of Preemployment Examination Paid by Employee; Others Required by Company Paid for by It*

With the exception of the initial examination which is paid for by applicant for employment, expenses of all medical examinations required by the company and made by the company's physician shall be paid for by the company.

177. *Examinations on Company Time, Whether During or After Hours; Time Lost Credited for Premium Pay Purposes*

The company will continue to make reasonable provisions for the safety and health of its employees. The employees shall submit to medical examination of such nature and at such frequency as the company shall determine to be in the best interest of the health and well-being of the employees. These examinations shall be on the company's time and without expense to the employees. In cases

where an employee is requested to report outside of his regular working hours for physical examination, he will be paid the actual time spent at the plant for that purpose. In case an employee is called from his regular duties for physical examination, he shall lose no time for that purpose. All hours credited under this provision shall be credited to the employee for the purpose of calculating premium pay.

178. *Flight Engineer Must Submit to Other Than Routine Examinations if Company Deems It Necessary*

Except for routine pre-flight examinations, a flight engineer shall not be required to submit to any company physical examinations in excess of two in any 12-month period without the flight engineer's consent unless it is apparent that his health or physical condition is seriously impaired, in which case the flight engineer shall be furnished a copy of the company's medical examiner's report.

179. *Physical Examination as a Condition of Employment Not To Be Used as a Means of Discrimination*

Physical examination, required as a condition of or in employment, shall not be used other than to determine the physical condition or to contribute to the health and well-being of the employee or employees. The retention or displacement of employees because of physical conditions shall not be used for the purpose of effecting discrimination.

180. *Health Certificate Required in Food Processing Plant. Disqualified Employee May Return to Work Within Specified Time on Presentation of Certificate. Company Pays for Examination Requested*

Employees, when requested by the company, shall submit to physical examinations, and furnish the company with health certificate from a reputable practicing physician. Failure to furnish certificate within ten (10) days after request shall be grounds for lay-off without pay. Any employee found suffering from tuberculosis or any of the common venereal diseases, such as gonorrhoea and syphilis, or any other contagious disease which, in the opinion of the company, would make the employee unfit to handle food commodities, shall be laid off without pay. However, in the event of the lay-off of any employee for any of the above causes, if such employee shall report within a period of six (6) months thereafter and present a certificate of health by a reputable practicing physician showing fitness for work and freedom from such communicable disease, there shall be no loss of seniority rights; but if such employee shall not report within said period, and shall not present said certificate, such employee shall thereby lose his or her status as an employee. In the event of any employee's physical or ocular examination showing a satisfactory health certificate, the company agrees to pay for such examination, provided that such examination has been requested by the company.

181. *Health Certificate Required of Service Employees in Logging Camp*

All cookhouse employees and bed makers shall be required to have a health card from a recognized hospital association or licensed physician.

Examinations After Illness, Lay-Off, or Other Leave

182. *Examination Compulsory on Hiring and Termination; Optional with Company on Leave, Lay-Off, or Rehire*

Physical examinations, at company's expense, will be required of employees when:

- A. Hired.
- B. Rehired, following leave or lay-off (at company's discretion).
- C. When granted leave or lay-off (at company's discretion).
- D. Terminated.

183. *Examination Compulsory on Termination, Lay-Off, or Rehire*

Every employee laid off or leaving the company's employ shall submit to a physical examination by a company doctor prior to the time he is removed from the pay rolls. The same procedure will be followed before an employee is rehired. Findings of the company doctor as to the employee's physical condition for a particular job shall not impair an employee's departmental or plant seniority rights for other jobs for which he is physically fit.

184. *Release from Company Physician After Illness or Injury*

Employees who have been absent from duty because of sickness or injury may be required to obtain a release from the company physician before returning to work.

185. *No Examination After Lay-Off of Less Than 90 Days*

Employees who are recalled from lay-off within ninety (90) calendar days from the date they were laid off, shall not be given a physical examination by the employer at the time of their recall to work.

186. *Certificate of Fitness or Physical Examination Required After Sick Leave or in Cases of Constantly Recurring Absence*

In the case of employees being absent from work due to illness or physical impairment they shall be readmitted to work upon the presentation of a certificate of physical fitness, signed by an accredited physician. This rule, however, shall not limit the right of the employer to require physical examination by a physician in the employer's service in exceptional cases or in cases of constantly recurring absence from duty.

187. *Release from Company Physician Required After Absence Due to Illness or Injury. Failure To Return to Work After Release Results in Termination of Employment*

Employees who have been absent from duty because of sickness or injury may be required to obtain a release from the company physician before returning to work.

Following an employee's absence due to sickness or injury, upon being approved by the company physician as fit for his regular job, failure of such employee to resume work immediately shall be interpreted as his intent to quit, and he will be removed from the pay roll.

Appeal Procedure

188. *Disputes Over Physical Fitness Settled by Board of Three Physicians*

In case a dispute arises over the physical fitness of an employee to return to work or continue to work, a board of three (3) physicians shall be selected, one by the employer, one by the employee, and one selected by the two so named. The decision of the majority of the board shall be final, but no liability on the part of the employer shall be incurred as to back pay antedating the decision of such board.

However, in cases where it is proved that an employee has suffered loss of pay by reason of lay-off due to the employer's error the employer will consider reimbursement of such employee for time lost.

189. Disqualified Employee's Physician May Make Further Examination. If Both Doctors Disagree, a Third Doctor To Arbitrate—Expense of Third Shared Equally by Company and Employee

An employee hereunder who fails to pass a company physical examination may, at his option, have a review of his case in the following manner:

(a) He may employ a qualified medical examiner of his own choosing at his own expense for the purpose of conducting a further physical examination for the same purpose as the physical examination made by the medical examiner employed by the company.

(b) A copy of the findings of the medical examiner chosen by the employee shall be furnished to the company, and in the event that such findings verify the findings of the medical examiner employed by the company, no further medical review of the case shall be afforded.

(c) In the event that the findings of the medical examiner chosen by the employee shall disagree with the findings of the medical examiner employed by the company, the company will, at the written request of the employee, ask that the two medical examiners agree upon and appoint a third qualified and disinterested medical examiner for the purpose of making a further physical examination of the employee, and the findings of such third medical examiner shall determine the disposition of the case. The expense of the employment of such third medical examiner shall be borne one-half by the employee and one-half by the company.

190. If Company's and Employee's Physicians Unable To Agree, the First Two Select a Third Physician, Whose Decision Is Final—Company Pays for Third Physician

If an employee is unwilling or refuses to accept the physician's verdict of any physical examination, provided for in section . . . of this article, he may select and be examined by any reputable physician and present to the company a certificate attesting to the results thereof; this examination to be paid for by the employee. In the event the decision of the employee's physician is contrary to that of the physician representing the company, an examination may be made by a third physician selected by the two physicians (provided such third physician is a member in good standing of the American Medical Association) whose findings and opinion shall be final and binding upon the company and the employee. The company will pay for the examination by the third physician.

191. On Appeal, Company Pays Employee's and Neutral Physician if Its Doctor's Report Is Incorrect; Employee Pays Own Doctor, if Incorrect. Time Lost Paid by Company Only if Company Wrong

Operators may be required from time to time to submit to any physical, medical, or other examination or reexamination required by the company regulations or by a regulatory body, but they will not be required to bear the expense of any such examination or reexamination. They will be given an opportunity to take such examination without loss of time. The examining physician will be selected by the company. Operators will be furnished a copy of the examiner's report. If an operator is dissatisfied with the examination as reported by the company's physician, he shall have the right to employ an outside physician of his own choice and at his

own expense. If the two physicians are unable to agree, they shall call in a third disinterested physician and all parties involved shall be governed by the decision of the physician so called in. In the event the company's physician's report is found to be incorrect, the company will pay all of the expense of such examination, including the employee's physician and the third physician. If the employee is wrong, employee will pay his own physician. Any loss of time suffered by the employee under this rule will be paid by the company only in case the company is wrong. An employee held from service because of physical disability will be returned to his proper place as soon as his physical condition permits.

192. *Appeal to Public Health Physician; Decision Binding*

In the event any decision of the company physician is challenged by the union, as to the physical fitness of a union member, said member shall be reexamined by a Public Health physician and his decision shall be binding.

193. *Annual Physical Examination as a Condition of Employment—Disqualification Subject to Regular Grievance Procedure*

Employees in the service will undergo a physical examination in accordance with the rules of the company each year, the expenses of such examination to be paid for by the company. Employees found not to be physically qualified may be removed from the service, providing that such cases shall be handled by the representatives of the [union] with representatives of the company, and on appeal in the regular order of succession established by this agreement. The employees shall be entitled to reexamination by the chief surgeon.

194. *If Further Examination Proves Disqualified Employee's Condition Can Be Corrected by Treatment, He May Resume Work if Physical Condition Permits*

Members failing to pass medical examination by competent medical authority approved by the company may be disqualified for service unless within 10 days after such examination request is made by the member for further examination by two physicians, one of whom is to be selected by the member or his representative and the other by the company. If, after the examination, any disqualifications are found and subsequent condition or conditions can, in the judgment of the examining physicians be corrected by treatment, the member may, if his physical condition otherwise permits, continue in the service. If able to work, he will be permitted to resume his employment upon certification by the attending physicians. In the event of disagreement between two physicians, they shall select a third physician and the majority shall rule. The third physician will be paid by employer and member.

195. *Company Doctor's Report Available to Employee's Doctor on Joint Written Request*

Whenever a physical examination or laboratory test has been made by physicians acting for the company a report thereof will be given the personal physician of the employee involved upon the joint written request of such employee and his personal physician.

Index

General clauses:

<i>Clause</i>	<i>Page</i>
(1) Reasonable provisions for safety and health; problems subject to grievance procedure	3
(2) Reasonable safety equipment, proper heating and ventilating systems provided	3
(3) Employer compliance with fire prevention and safety laws.....	3
(4) Health and sanitary conditions to comply with State and Federal laws	3
(5) Compliance with regulations of State and Federal labor departments. Grievances on noncompliance channelled through safety committee	3
(6) Joint cooperation on safety education program.....	3
(7) Safety meetings, open to all workers, to be continued.....	4
(8) Employee participation in fire and safety drills required, at company expense	4
(9) Union to encourage cooperation in safety measures.....	4
(10) Union stewards to assist in enforcing safety.....	4
(11) Union pledges compliance with safety rules and use of safety equipment by employees.....	4
(12) Signed safety pledge as condition of employment.....	4
(13) Safety suggestions	4
(14) Disregard of employee's safety suggestion and continuance of unsafe condition covered by suggestion handled through grievance procedure	4

Specific safety provisions:

Safety rules:

(15) Employer to post new safety rules and furnish copy to union...	5
(16) Distribution of safety manual to employees.....	5
(17) Safety rules posted and subject to grievance procedure.....	5
(18) Safety and health rules discussed with shop committee.....	5
(19) New safety and sanitation rules by mutual agreement.....	5
(20) Union cooperation in making safety rules and practices effective..	5
(21) Employees to comply with listed safety rules.....	5
(22) Repeated violations of safety rules cause for discharge.....	6

Safety committees:

(23) Union-management safety committee for advisory purposes—monthly meetings	6
(24) Union-management safety committee to enforce State and municipal regulations and investigate unsafe conditions.....	6
(25) Joint safety committees to emphasize safety education and accident prevention as part of accident prevention program.....	7

<i>Clause</i>	<i>Page</i>
(26) Union-management safety committee: statement of duties; chairmanship; grievances	7
(27) Safety committee as part of joint labor-management committee..mittees	8
(28) Association agreement—joint industry-wide and plant health committees	8
(29) Union safety committee to inspect equipment—disputes to State labor department. No loss of pay for time spent.....	8
(30) Union and company safety committees to meet periodically to review accidents and to consider union recommendations and suggestions on safety rules.....	8
(31) Union safety committee and subcommitteemen — committee may conduct investigations with safety engineer.....	8
(32) Union safety committee to make semimonthly inspection on company time; monthly meeting with general safety committee.....	8
(33) Employee safety committees; one member to be union member...	9
(34) Union president named union plant safety officer. Definition of functions	9
(35) Safety and sanitation committee not to include representatives of either party engaging in collective bargaining.....	9
(36) Committee majority may order employees off extra-hazardous jobs; disputes submitted to arbitration by safety and health specialist	9
(37) Committee member may stop or shut down hazardous job; dispute settled at once by majority vote of entire committee.....	9
(38) Union safety committee paid by union. Employer to comply with committee recommendation to remove workers from unsafe area. Committee members subject to removal for arbitrary acts.....	10
(39) Committee members paid for 1 hour per month on safety meetings	10
(40) Union observer permitted at meetings of accident investigation committee	10
 Safety inspections by company:	
(41) Periodic safety inspection by first-aid representative.....	11
(42) Continuous inspection by company representative; special inspection on request of union or worker using equipment.....	11
(43) Safety engineer on premises.....	11
 Protection of employees in hazardous occupations:	
(44) Employer to supply safety devices required by law.....	12
(45) Employer to install equipment approved by Federal and State agencies	12
(46) Necessary protection equipment provided and tested periodically.	12
(47) Company to install safety devices mutually agreed upon with union	12
(48) Special protective equipment and clothing furnished. Initial cost of safety glasses shared by company and employee; replacement cost, by company.....	12

<i>Clause</i>	<i>Page</i>
(49) Specific personal safety equipment provided.....	12
(50) Specific personal and machine protective equipment provided....	13
(51) Specific safety equipment furnished at company's expense.....	13
(52) Specific safety equipment provided; worn-out equipment replaced	13
(53) Employer to furnish protective apparel or compensate for damaged clothing if no protective apparel furnished.....	13
(54) Employer to make every effort to control dust hazard.....	14
(55) Employer's association to provide equipment used in treatment of silicosis	14
(56) Employer to furnish milk daily to maintain health.....	14
(57) Charge for loss or willful destruction of safety equipment.....	14
(58) Employee charged for equipment not returned to company, on quitting	14
(59) Employee use of safety devices mandatory.....	14
(6.) Safety equipment provided; employee's failure to use equipment may result in discharge.....	14
(61) Discipline for failure to use protective devices and equipment...	14
(62) Daily allowance for safety shoes withdrawn if unannounced inspec- tion shows failure to wear shoes.....	15
(63) Company compensation for accidents denied employees who refuse to use protective equipment.....	15
(64) Union may contribute suggestions for safety devices.....	15
(65) Hazardous jobs—company to provide adequate number of experi- enced workmen	15
(66) Reasonable rest periods during hazardous or fatiguing work....	15
(67) Twenty-minute paid wash-up time to employees on toxic opera- tions; lesser time allowances to employees on other operations...	15
(68) Work prohibited during inclement weather except in emergency..	16
(69) Work prohibited during inclement or below zero weather except to protect life or property or to maintain service to public.....	16
(70) Employer to furnish protective gear during inclement weather...	16
(71) Employee constituting safety or health hazard to other employees not allowed to work with them. Company right to examine such employees	16
 Work under unsafe conditions:	
(72) No employee knowingly permitted to work on job detrimental to health	16
(73) Employee not required to work under conditions contrary to com- pany, safety committee, or State safety code.....	17
(74) No work permitted under substandard conditions or in violation of city or State agencies.....	17
(75) No employee required to work on unsafe equipment and without specific safety gear. Use of safety devices, furnished by employees, mandatory	17

<i>Clause</i>	<i>Page</i>
(76) No employee required to drive trucks not equipped with safety appliances	17
(77) Prompt union-management conference to settle employee refusal to work under unsafe conditions.....	17
(78) No discharge for refusal to work on "unsafe" job pending determination by safety or medical director. Employee given available work elsewhere or sent home without pay if work unavailable...	17
(79) Management decision final on safety of job; decision accelerated.	18
(80) Employee claiming unsafe job may file grievance or request transfer pending settlement.....	18
 Safety to public:	
(81) Shop sanitary conditions to comply with pure food laws.....	18
(82) Employer to comply with city and State sanitary laws.....	18
(83) Employees must maintain personal cleanliness.....	18
(84) Penalty by union or dismissal by employer for failure to maintain personal cleanliness.....	19
(85) Discharge for noncompliance with health standards.....	19
(86) Ban on employees with contagious disease; employer or union may require doctor's certificate.....	19
(87) All trucks equipped with safety appliances.....	19
(88) Equipment to conform to applicable regulations.....	19
(89) All trucks and vehicles must be insured.....	19
 Accidents and first aid:	
(90) Adequate first-aid equipment accessible and available at all times.	20
(91) Employees required to know or learn first aid.....	20
(92) Designated person in charge of first-aid kit.....	20
(93) First-aid and ambulance service provided on all shifts.....	20
(94) Specified first-aid equipment in chemical plant.....	20
(95) Company to maintain first-aid room with competent person in attendance	21
(96) Nurses or first-aid staff to be available; competent medical service provided for accidents on company property.....	21
(97) Company to maintain medical department.....	21
(98) Provision for medical aid.....	21
(99) Doctor or nurse in attendance during working hours; ambulance maintained	21
(100) First-aid attendant on duty so long as production departments operate	21
(101) First-aid personnel available provided minimum number of employees at work.....	21
(102) First-aid room and equipment to be furnished in plants employing more than 25 workers.....	21
(103) Company to try to have trained first-aid men in every department.	22
(104) Company's first-aid doctor on 24-hour call.....	22

<i>Clause</i>	<i>Page</i>
(105) All accidents to be reported to foreman or overseer.....	22
(106) All injuries to be reported to first-aid department during day shift; to foreman, during night shift.....	22
(107) Accident form must be filled out after first-aid is given.....	22
(108) Ill employee must report illness to supervisor before going to first-aid room	22
(109) Company to furnish transportation to employee injured at work; no pay loss.....	22
(110) No discrimination against employees for filing claim before State industrial accident commission.....	22
(111) Employee complaints over company hospital or doctors subject to grievance procedure.....	23
(112) Employee dissatisfied with company doctor's treatment may select own doctor at company expense, provided cost does not exceed that paid to company doctor.....	23
 Sanitary conditions:	
(113) Employer to maintain sanitary conditions.....	24
(114) Specific sanitary facilities provided and maintained.....	24
(115) Sanitary facilities, including adequate rest rooms, provided.....	24
(116) Drinking, eating, washroom facilities furnished.....	24
(117) Specific sanitary facilities furnished, including showers.....	24
(118) Fifteen minute wash-up time allowance to employees handling coal and other dirty work.....	24
(119) Company to furnish soap and allow 30 minutes per week for washing clothes on company time.....	24
(120) Drinking water during summer months.....	24
(121) Sanitary standards for living quarters and food.....	25
(122) Employer to install necessary heating and ventilating systems...	25
(123) Company to comply with State hygiene department's ruling on additional heating or ventilating systems.....	25
(124) Minimum temperature in work places specified.....	26
(125) Window screening in departments working nights, except those in which humidity is regulated.....	26
(126) Company and employee cooperation in maintaining sanitary conditions	26
(127) Union committee to assist on sanitation and other problems — food product plant.....	26
(128) Access to plant by union representative to check sanitation, fire prevention, and safety.....	26
 Shift in temperature conditions:	
(129) Shift from warm to cold temperature—employee given sufficient time to change clothes.....	26
(130) Shift from warm to cool departments—notice to employee on previous working day.....	26

<i>Clause</i>	<i>Page</i>
(131) Employees shifted from hot to cold work given time to cool off..	27
(132) Secret ballot, under joint supervision, on whether kiln is too hot to be worked.....	27
(133) Employees not required to work in unreasonably hot work place.	27
 Smoking provisions and regulations:	
(134) Smoking in nonrestricted areas to be negotiated.....	27
(135) Ninety-day trial period for smoking, subject to company rules..	27
(136) Flat prohibition of smoking in plant.....	28
(137) Smoking banned in specified departments, places, or on certain jobs, but permitted during lunch periods. Company right to add to list of places where smoking is banned.....	28
(138) Discharge for smoking while on duty or in prohibited areas....	28
(139) No smoking in designated areas; discharge for violation; union cooperation pledged	28
(140) Graduated penalties for smoking in prohibited areas.....	28
(141) Smoking allowed in present smoking areas and in other areas determined by management.....	28
(142) Ten-minute paid smoking allowance per half-shift, plus 5 minutes' travel time to and from approved smoking area; privilege withdrawn after notice to union, if abused.....	29
(143) Employees allowed one 10-minute maximum smoking period for each 6 hours worked.....	29
(144) Smoking permitted in "smoking area" by no more than 5 employees at any one time.....	29
 Eating facilities:	
(145) Clean and sanitary lunch places furnished by company.....	29
(146) Present catering service maintained as long as conditions permit.	30
(147) Hot foods to be furnished in plant cafeteria.....	30
 Workmen's compensation:	
(148) Employer to carry workmen's compensation insurance.....	30
(149) Refusal to provide workmen's compensation protection deemed agreement violation	30
(150) Employer to carry workmen's compensation insurance; no self-insurance	30
(151) Employer to carry workmen's compensation insurance and file information with union.....	31
(152) Employer to notify union committee of disposition of workmen's compensation cases	31
(153) Pieceworkers to be covered by workmen's compensation.....	31
(154) Employee paid for any time lost on day of injury.....	31
(155) Employee paid difference between workmen's compensation and wages for 2 weeks, after which union and company negotiate further pay benefits.....	31

<i>Clause</i>	<i>Page</i>
(156) Employee paid for 56-hour period if eligible for State compensation	31
(157) Accident compensation—employee paid for first 3 days provided absent 10 days and no State compensation pay received.....	31
(158) Accident compensation—paid regular wages until compensation benefits start, provided have 1 year's service. Seniority rights protected for 1 year; joint decision on disability cases over 1 year	32
(159) Accident compensation—all medical and hospital expenses paid by company	32
(160) Occupational disease: employer to furnish physician's treatment and surgical, hospital, and nurses services and supplies up to 90 days	32

Physical examinations:

Preemployment and periodic examinations:

(161) No physical examination except as required by law.....	34
(162) Employer right to require physical examinations and set reasonable health standards.....	34
(163) Preemployment and periodic examinations by company doctor....	34
(164) Preemployment examination by company doctor; subsequent examinations by employee's doctor.....	34
(165) Semiannual examinations of employees in specified hazardous occupations	34
(166) Eye examinations required periodically—certificate of fitness a condition of employment.....	34
(167) Frequency of periodic examinations geared to age of employees..	34
(168) Union and company physicians determine frequency of periodic examinations and X-rays, with cost borne by company.....	35
(169) Company right to determine physical fitness at any time with option to find other work or to dismiss employees physically impaired	35
(170) Company right to transfer employee, based on physical examination	35
(171) Examinations not to affect worker's employment status, subject to lay-off in case of communicable disease.....	35
(172) Employee may request yearly check-up by company doctor.....	35
(173) Chest X-rays provided periodically on request. Results given employee and to union, on employee authorization.....	36
(174) Yearly examinations optional with employees; examination compulsory under specified circumstances.....	36
(175) Cost of preemployment examination and first one requested subsequently paid by employer; others, by employee.....	36
(176) Cost of preemployment examination paid by employee; others required by company paid for by it.....	36
(177) Examinations on company time, whether during or after hours; time lost credited for premium pay purposes.....	36

<i>Clause</i>	<i>Page</i>
(178) Flight engineer must submit to other than routine examinations if company deems it necessary.....	37
(179) Physical examination as a condition of employment not to be used as a means of discrimination.....	37
(180) Health certificate required in food processing plant. Disqualified employee may return to work within specified time on presentation of certificate. Company pays for examination requested.....	37
(181) Health certificate required of service employees in logging camp.	37
Examinations after illness, lay-off, or other leave:	
(182) Examination compulsory on hiring and termination; optional with company on leave, lay-off, or rehire.....	37
(183) Examination compulsory on termination, lay-off, or rehire.....	38
(184) Release from company physician after illness or injury.....	38
(185) No examination after lay-off of less than 90 days.....	38
(186) Certificate of fitness or physical examination required after sick leave or in cases of constantly recurring absence.....	38
(187) Release from company physician required after absence due to illness or injury. Failure to return to work after release results in termination of employment.....	38
Appeal procedure:	
(188) Disputes over physical fitness settled by board of three physicians	38
(189) Disqualified employee's physician may make further examination. If both doctors disagree, a third doctor to arbitrate—expense of third shared equally by company and employee.....	39
(190) If company's and employee's physicians unable to agree, the first two select a third physician, whose decision is final—company pays for third physician.....	39
(191) On appeal, company pays employee's and neutral physician if its doctor's report is incorrect; employee pays own doctor, if incorrect. Time lost paid by company only if company wrong.....	39
(192) Appeal to public health physician; decision binding.....	40
(193) Annual physical examination as a condition of employment—disqualification subject to regular grievance procedure.....	40
(194) If further examination proves disqualified employee's condition can be corrected by treatment, he may resume work if physical condition permits	40
(195) Company doctor's report available to employee's doctor on joint written request	40