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Major Collective Bargaining Agreements: Safety and Health Provisions



U.S. Department of Labor
Bureau of Labor Statistics
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Major Collective Bargaining Agreements: Safety and Health Provisions

U.S. Department of Labor
W. J. Usery, Jr., Secretary
Bureau of Labor Statistics
Julius Shiskin, Commissioner
1976

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Preface

This bulletin is one of a series of studies prepared by the Bureau of Labor Statistics designed to survey in depth the entire scope of collective bargaining agreement provisions. Other publications in the series are listed at the back of this bulletin.

The objective of this bulletin is to provide information on provisions designed to protect the health and safety of employees on the job; some provisions of this nature now appear in most major collective bargaining agreements.

Nearly all collective bargaining agreements in the United States covering 1,000 workers or more (excluding those in railroads, airlines, and government) were examined for this study; the analysis does not necessarily reflect practices under smaller agreements. All agreements studied are part of a current file maintained by the Bureau for public and government use as provided under Section 211 of the Labor-Management Relations Act of 1947.

The interpretation and classification of the contract clauses appearing in this bulletin represent the Bureau's understanding and not necessarily that of the parties who negotiated them. The clauses, identified in an appendix, are for illustrative purposes only, and are not intended as model or recommended clauses.

This bulletin was prepared in the Division of Industrial Relations, Office of Wages and Industrial Relations, by Winston L. Tillery, assisted by Homer R. Kemp, Jr., Larry T. Adams, Ruth A. Darman, and Mary Anne Andrews, under the general direction of Leon E. Lunden, Project Director.

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Contents

	<i>Page</i>
Chapter 1. Introduction	1
Scope of study	1
Related studies.....	2
Chapter 2. General safety and health provisions.....	3
Policy statements and union-management cooperation	3
Safety and health programs	3
Safety training	4
Information	5
Suggestions	6
Occupational environmental research programs	7
Safety committees	7
Unit represented	8
Committee membership	8
Term of service.....	10
Frequency of meetings	11
Functions.....	12
Compensation.....	13
Safety officers.....	13
Chapter 3. Compliance and inspection provisions.....	15
Employer compliance.....	15
Employee compliance	16
Safety and health inspections.....	18
Work under unsafe conditions	19
Final authority in safety disputes.....	22
Chapter 4. Safety equipment and related protection.....	24
Safety equipment.....	24
Safe tools, equipment, and transportation	24
Crew size and working in isolation	25
Specific protection.....	26
Adequate lighting	26
Eye and face protection.....	26
Protection against noxious gases and dust.....	27
Protective clothing.....	28
Gloves.....	28
Safety shoes	29
Hearing protection.....	29
Falls.....	29
Falling objects	30
Guards and safety controls on machinery	30
Protection from electrical hazards	30
Radiation	30

Contents—Continued

	<i>Page</i>
Fire protection	31
Hazard to fellow employees	32
Chapter 5. Occupational illness and related provisions	33
Specific reference to occupational and contagious diseases	33
Sanitation, good housekeeping, and personal hygiene	34
Physical examinations	35
Provisions relating to alcohol and drugs.....	37
Chapter 6. Accident and injury procedures	39
Accident reporting, investigating, and recordkeeping	39
Medical facilities and personnel	40
Compensation for job-related injuries	42
Leave and transfer rights	43
Chapter 7. Hazard pay	46
Hazard pay rates	46
Conditions for hazard pay	47
Tables:	
Major collective bargaining agreements, 1974-75:	
1. General provisions relating to safety and health, by industry	49
2. Union-management cooperation on safety, by industry	49
3. Dissemination of safety information to employees, by industry	50
4. Dissemination of safety information to the union, by industry	50
5. Representation and responsibilities of safety committees, by industry	51
6. Selected details of safety committee provisions	52
7. Functions of safety committee	52
8. Employer compliance with safety and health laws and regulations, by industry	52
9. Employee compliance with safety and health rules, by industry	53
10. Employee discipline for noncompliance with safety rules, by industry	54
11. Safety inspections, by industry	55
12. Safety equipment provisions, by industry	56
13. Provisions for safe tools, equipment, and materials, by industry	56
14. Crew-size safety regulations, by industry	57
15. Protection against specific hazards	57
16. Protection against noxious gases or dust	58
17. Sanitation, housekeeping, and personal hygiene, by industry	58
18. Physical examination provisions, by industry	59
19. Accident procedures, by industry	60
20. First-aid and hospital facilities, by industry	60
21. Personnel assigned to treating injuries, by industry	61
22. Compensation for job-related injuries	62
23. Leave and transfer rights of disabled workers, by industry	62
24. Hazardous duty differentials, by industry	63
25. Conditions to which hazard differentials apply	64

Contents—Continued

	<i>Page</i>
Appendixes:	
A. Selected safety and health provisions	65
B. Selected environmental research provisions	70
C. Safety and health provisions before and after the Occupational Safety and Health Act of 1970	74
D. Identification of clauses	77

Chapter 1. Introduction

Most collective bargaining agreements contain provisions describing, in varying degree, the rights and obligations of the parties on matters relating to occupational safety and health. Over the years, these provisions have grown in number and complexity, reflecting an increasing acceptance of the importance of safety and health as a collective bargaining issue.

A new emphasis has been placed on occupational safety and health in the past decade, not only by many unions and private companies, but by the public and the government, as indicated by the passage of the Coal Mine Health and Safety Act of 1969, the Federal Occupational Safety and Health Act of 1970, and the passage or strengthening of many State and local laws.

Concern over safety is not new, of course, nor are changes in methods and technology to reduce risks. The railroad brakeman's risk of injury, for example, was long ago reduced by the development of the automatic car-coupling device. Until recent years, however, the emphasis has been on measures to prevent immediate and traumatic injury.

Today, there is a growing awareness that working in certain occupations or under certain conditions may result in occupational diseases with serious long-term consequences. Occupational diseases often take many years to develop, and the cause-effect relationships may be difficult to determine. The harmful effects of working with certain substances — asbestos and mercury, for example — have long been established. Within the recent past, however, many new substances have come into use. Some, such as polyvinyl chloride, are now suspected of having, or have been shown to have, harmful effects on the worker. The long-term effects of many others are yet unknown. Partly because of this lack of knowledge, the reported incidence of occupational disease is far below that of traumatic injury. However, as the causes of more occupational illnesses are clearly identified, the costs of prevention, treatment, and compensation now borne largely by individual workers or the public may be shifted to the employer to some extent, in part through the collective bargaining process.

Many collective bargaining agreements contain the employer's pledge to provide, or make reasonable efforts to provide, safe and healthful conditions for em-

ployees during their working hours. Full achievement of this goal is, of course, extremely difficult in many work environments, given the present state of knowledge and technology. Many industrial processes involve some degree of exposure to known hazards — sharp cutting tools, flammable, molten, or toxic substances, high-voltage lines, explosives. To these might be added the risks from exposure to substances not now known to have toxic effects. Certainly, the dangers associated with coal mining, foundries, shipbuilding, and logging cannot now be reduced to the levels associated with most clerical occupations. The risks can be lowered, however, and here collective bargaining plays a part. Many of the safety and health provisions do not necessarily represent a settlement of differences — they are in the interests of both management and the union. For example, a fire prevention measure that reduces the threat of injury to the employee also reduces the threat of damage to the employer's property.

Scope of study

The Bureau examined 1,724 major collective bargaining agreements for this study, each covering 1,000 workers or more, or almost all agreements of this size in the United States, excluding those of railroads, airlines, and government. The contracts covered about 7.9 million workers, or nearly half the total estimated to be under collective bargaining agreements in the industries studied. Of these, 908 agreements, covering more than 3.8 million workers, were in manufacturing, and 816, covering more than 4 million workers, were in non-manufacturing. All agreements were in effect in mid-1974, with the majority remaining in effect during 1975 and later.

All of the agreements were examined for safety and health provisions primarily concerned with preventing or minimizing occupational accidents or illnesses, as well as provisions for accident procedures, physical examinations, job protection for employees disabled on the job, and hazard pay premiums.

The clauses presented in this bulletin were selected to illustrate either typical procedures or variations in the way negotiators handled specific issues. All clauses are

numbered for reference to the agreements from which they were taken; these are identified in appendix D. Appendix A contains several complete safety and health provisions, to show how the various parts of the provisions may be integrated in an agreement. Where necessary, minor editorial changes were made to improve clarity or to eliminate irrelevant wording. Selected environmental research provisions appear in appendix B. The Bureau earlier undertook a study of a limited number of industries for the Occupational Safety and Health Administration (OSHA), comparing the prevalence of specific negotiated safety and health provisions before and after the passage of the Occupational Safety and Health Act of 1970. The results of this study were summarized in the *Monthly Labor Review* of September 1975 and are reprinted in appendix C.

Related studies

The prevalence of several types of safety clauses found in construction agreements is indicated in the Bureau study, *Characteristics of Construction Agreements 1972–73* (Bulletin 1819). A brief description of these clauses, with illustrations, is presented in the second part of that study—*Contract Clauses in Construction Agreements* (Bulletin 1864). Selected safety provisions in the private sector are tabulated by industry in *Characteristics of Agreements Covering 1,000 Workers or More, July 1, 1974* (Bulletin 1888) and earlier bulletins in the series. Safety provisions in public sector agreements also are tabulated by level of government in *Characteristics of Agreements in State and Local Governments, January 1, 1974* (Bulletin 1861).

Chapter 2. General Safety and Health Provisions

Provisions bearing on employee safety and health or on accident and occupational disability procedures appear in over 93 percent of the agreements, covering a slightly smaller proportion of workers. (See table 1.) Many of the provisions are quite detailed and cover most if not all of the various topics discussed in this bulletin; at times, the clauses are not grouped in a single section, but are scattered throughout the agreement. Other provisions are brief and general, or treat only one or two safety matters. While nearly all of the provisions examined apply at least in part to the prevention of injuries or occupational ailments, a few cover only peripheral subjects such as first-aid treatment.¹

Policy statements and union-management cooperation

Of the 1,724 agreements examined, 718 contain general statements of company policy. (See table 1.) These are primarily pledges that the employer will provide, or will make reasonable efforts to provide, safe and healthful working conditions to employees during the hours of their employment. Such clauses reflect the traditional view that full responsibility for in-plant safety and health rests with management. These policy statements appear in agreements in every industry, but are most frequently found in manufacturing. In some, the pledge is the sole reference to safety matters, although the majority subsequently establish specific requirements as well:

- (1) The company shall make reasonable provisions for the safety and health of its employees at its plants during the hours of their employment and in accordance with Texas State or local laws.
- (2) The company will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment, and the employees will be expected to cooperate with the company in keeping company premises, and especially rest rooms, clean and sanitary.

¹Agreements containing no reference to safety and health except provisions for hazardous duty pay are not considered as having safety and health provisions as defined for this study.

- (3) Safe, healthful and otherwise satisfactory working conditions shall be provided for all employees, which conditions shall comply with the highest standards respecting sanitation, cleanliness, light and safety; in accordance with the labor laws and laws of all states and most particularly its provisions relative to factory and with the labor law and the laws of all States wherein a factory or shop provided for herein is located.

References to union-management cooperation on safety and health matters are found in 757 of the agreements studied. (See table 1.) Of these, 290 contain a pledge of cooperation alone, and an additional 254 contain a pledge and in addition establish a joint union-management safety committee. Another 213 clauses contain no pledge but refer to a joint safety committee. (See table 2.)

Cooperation pledges variously state that the parties will work together to achieve safe working conditions, and that the union will cooperate with management in the latter's safety program, in efforts to improve plant safety, or in encouraging employees to work safely and to comply with safety regulations. As with company policy statements, cooperation pledges are most common in the manufacturing sector of the economy. Both clauses often appear in the same agreement. Pledges of cooperation represent a relatively inactive and subordinate role for the union where safety and health initiatives lie with management:

- (4) The company and the union will cooperate in carrying out a program for safety and health.
- (5) The company will make every reasonable effort to provide employees with safe working conditions, and the union will lend its full support and encouragement to the practice of safety by employees.
- (6) Employees shall observe all rules made by the employer relative to health, sanitation and safety. The union agrees to cooperate with the employer in the enforcement of the health, sanitation and safety rules wherever practical.

Safety and health programs

Agreements often call the safety and health protection or procedures they enumerate a safety and health program. This may be defined as an overall plan for

improving safety and health conditions on the job, although little uniformity exists among the agreements as to what elements an effective safety program should contain.² Many, but not all, of the provisions refer to safety committees, inspections, education and training, and other major safety topics. The clauses often emphasize a need for employee involvement in the various aspects of the program:

(7) Safety.

a. 3M Company will make reasonable provisions for the safety and health of the employees of the plant during the hours of their employment. Such protective devices and other safety equipment as 3M Company may deem necessary to properly protect employees from injury shall be provided by 3M Company without cost to the employees. The foreman in each department will arrange for this equipment.

b. 3M Company desires to continually improve its long established safety and health program and recognizes the importance of employee involvement in this program.

To provide greater employee involvement, the Plant Manager and Safety Coordinator of each division within the plant will meet on a regular basis with two employee representatives from each division chosen by the union.

In addition, the Plant Personnel Manager, a representative of the Safety Department, and a representative of the Medical Department will meet periodically with the Union Safety and Health Committee to discuss overall safety and health subjects and to provide educational programs for the Union Safety and Health Committee.

Employees attending meetings as provided above shall be paid for such meetings in accordance with the provisions of Section 5.03.

c. Gloves and uniforms required on such jobs and in such departments as 3M Company may deem necessary shall be furnished and maintained by 3M Company.

d. The union agrees in order to protect the employees from injury and to protect the facilities of the plant, that it will cooperate to the fullest extent in seeing that the rules and regulations are followed and that it will lend its whole-hearted support to the safety program of 3M Company.

e. Rotating Union Departmental Representatives chosen by the union will participate in periodic safety inspections conducted by Departmental Supervision and the Division Safety Coordinator.

f. 3M Company agrees that it will give full consideration to all suggestions from its employees or their representatives in matters pertaining to safety and health, including proper heating and ventilation, and if these suggestions are determined to be sound, steps will be taken to put them into effect.

g. It shall be considered a regular part of each employee's regular work to attend such safety meetings as may be scheduled by 3M Company. Hours spent at

safety meetings will be compensated for as hours worked.

h. It is understood that the 3M Company shall not be required to provide work for employees suffering from compensable or other injuries; 3M Company, however, will offer regular work which may be available to such employees provided that they can perform all duties on the job.

Ongoing safety programs often are mentioned with little detail in the agreement; the parties may have seen no need to negotiate detailed terms for a program that has been working well, or that is primarily under the direction of management. Other clauses, as those referring to a program in the developmental stage, may be necessarily brief because the details of the program are not yet determined:

(8) The safety program of the BIW shall be continued. Before selecting a new employee to serve on the Safety Committee, the union shall be notified that a vacancy exists and the Safety Director shall consider any nominee of the union before filling such vacancy.

(9) The employer recognizes the desirability of maintaining safe and efficient plants. In furtherance of its objectives in this regard, the employer will from time to time have union representatives participate in safety meetings to discuss the company's safety program.

(10) The employer and the union will develop and keep up to date a written safety program. This safety program will include a joint safety committee which will meet regularly. All safety equipment required by this program shall be furnished by the employer.

Safety training. The effectiveness of a safety program may depend to a great extent on the safety education or training given to employees. An awareness of general safety principles, as, for example, those governing lifting heavy or bulky objects, can prevent accidents. Of the agreements examined, 132 provide for safety education or training:

	<i>Workers Agreements (thousands)</i>	
Total referring to safety education or training.....	132	1,497.0
General education or training	100	1,271.7
First-aid training	19	60.3
Both	13	164.9

Most of these provisions (113) apply to general safety training for all employees or specific groups, and are typically brief, seldom mentioning the training details:

(11) The employer agrees to maintain a continuing program of safety education to develop a safety awareness among its employees.

(12) The union and the association agree to establish a Joint Committee on Safety and to include a course on Safety in the Journeymen and Apprentice Schools.

²Reference to a safety and health program in a particular agreement does not necessarily mean employees are afforded superior protection, since often another agreement in the same industry or covering similar occupations may offer broader protection with no mention of a safety program.

- (13) A Safety Talk Program shall be established, where none exists, which shall provide at least one safety talk to the employees per month. This program is to be administered by the company through the foreman or other safety representatives of the company. One-half of the safety talk shall deal with general items relating to industrial safety and health. The second half of the talk shall deal with the employee, his job, his department, and/or immediate work area.

In addition, all new employees hired by the company shall be given a thorough orientation of the safety and health program.

The company and the union shall establish and maintain a sound, practical, and workable safety education training program.

Written safety suggestions may be submitted by any employee by:

1. Giving it to his foreman,
2. giving it to a member of the Safety Committee, or
3. dropping it in a safety suggestion box which will be made available at the plant gate.

If the safety suggestion is signed by the employee, he will be given a written explanation within ten working days as to the action to be taken or not taken with reference to his suggestion.

Relatively few (32) provisions call for some or all employees to be trained in first-aid procedures. Only rarely do these clauses go into some detail as to the training required and the pay for time spent in training:

- (14) 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.

The company will conduct an annual review of the fundamentals of first-aid listed above for all employees covered by this agreement.

Time required to be spent by an employee for first-aid training shall be paid for at his regular rate of pay.

Information. In addition to (or possibly as part of) training in safety and first-aid procedures, a safety program may provide for the dissemination of information to the employees to help them work safely. References to safety information appear in about 16 percent of the agreements, primarily in manufacturing. (See table 3.) In actual practice, however, safety information and training are given more commonly than these figures would indicate, since ignorance that can lead to accidents is undesirable for both employer and employee.

Most of these clauses specifically indicate that employees will be advised of company safety rules and procedures, often through posting or distribution of safety manuals:

- (15) . . . General rules regarding safety and hygiene will be posted within the various departments of the plant and all employees are expected to abide by these rules.

- (16) All shop rules and regulations of this division, including safety rules, as agreed upon between the company and the union during the negotiation of this agreement, will be posted and remain in force and effect until changed by a supplementary agreement.

- (17) The company shall continue to make reasonable provisions for the health and safety of its employees during the hours of their employment and the company agrees to furnish employees with a book of safety rules.

Less frequently found, appearing in little more than a quarter of the information provisions, are requirements that employees be advised of the actual or potential hazards on their jobs. Clauses requiring the company to warn employees of exposure to toxic substances and radiation are fairly common in the primary metals industry:

- (18) When materials which are recognized as those presenting a toxic exposure hazard to employees are used, the company shall make the employees who may be affected aware of the potential hazard and of action being taken to protect them from that hazard.

The company shall continue to maintain appropriate safety and health standards with respect to equipment which emits ionizing radiation. The company shall continue to maintain procedures to protect employees in case of accident involving such equipment and will instruct employees who may be exposed by accident in these safety and health procedures.

- (19) Appropriate warnings shall be used to indicate the presence of hazards from ionizing radiation. All workers shall be furnished the necessary information as to the meaning of such warnings.

A similar proportion of the provisions establish a system of warning signs or labels to indicate the presence of hazardous conditions or dangerous or defective materials and equipment. As with posted safety rules, the signs and labels may be considered impersonal substitutes for oral or written warnings of hazards received directly from supervisors. Many of the clauses apply to the tagging of unsafe vehicles in transportation agreements:

- (20) . . . All equipment which is refused because not mechanically sound or properly equipped, shall be appropriately tagged so that it cannot be used by other drivers until the maintenance department has adjusted the complaint.

- (21) If it is impossible to lock-out a machine, piece of equipment or main power source, danger tags may be utilized. However, your supervisor must give approval before the danger tag is utilized. Danger tags must be signed, dated, fastened securely and removed only by parties using them. No employee is permitted to attach a danger tag with the name of some other employee on it.

- (22) "Danger Tags" are the only permissible tags to be used for the protection of employees. An employee may use a lock in addition to, but not replacing, the "Danger Tag." ("Danger Tags" are available in your supervisor's office).

Whenever it is necessary to perform work on any equipment where the operation or use of the equipment would endanger the employee or other employees, the equipment is to be made inoperable by the proper positioning of valves, electrical switches or other devices, and signed, dated, "Danger Tags" with brief description of work being carried on must be placed thereon.

When the job has been completed, only the employee who signed the "Danger Tag" will in turn remove the same tag.

The above procedure represents minimum requirements only. Any additional precautions deemed necessary, not inconsistent with the above, should be used as directed by supervisor. When in doubt, always consult your supervisor.

Any employee who operates, works on, or uses any equipment or devices in violation of this procedure will be subject to disciplinary action.

A safety program is likely to provide for giving certain safety information to the union to enable the employee organization to cooperate fully in achieving safe working conditions, and at the same time to protect employees' rights. Although only 19 percent of the agreements specified such a requirement, examination of actual practice would in all likelihood reveal a much higher prevalence. Clauses are concentrated in manufacturing agreements, particularly in primary metals. (See table 4.)

Only 58 provisions indicate the company will provide the union with a listing of safety rules, or of changes in them. This low prevalence may be largely attributed to the availability of such information informally, or from other sources, such as the safety committee. A knowledge of current safety rules is necessary if the union is to cooperate in encouraging employees to abide by them, or to determine if charges of violations are valid. Some clauses stipulate joint discussions of proposed rule changes, and may further outline dispute procedures to be followed in event of disagreement:

- (23) The company will continue its present policy of cooperating with its employees so as to insure that reasonable rules and provisions are made for the safety and health of employees during the hours of their employment, and changes will be discussed with representatives of the union prior to being put into effect
- (24) The safety rules and regulations established by the company or governmental authority shall be strictly adhered to by both the employees and the company, and the company shall enforce these rules and regulations uniformly. Representatives of the company and the union shall meet at the request of either to discuss the reasonableness of safety rules and regulations. Proposed changes in safety rules and regulations shall

be submitted to the union for full discussion before becoming effective.

- (25) When the company introduces new personal protective apparel or extends the use of protective apparel to new areas or issues new rules relating to the use of protective apparel, the matter will be discussed with the union safety committeeman for the area involved in advance, or if unavailable, with the grievance committeeman for the area involved as soon as practicable, with the objective of increasing cooperation. Should differences result from such discussions, a grievance may be filed in the third step by the chairman of the grievance committee within 30 days thereafter. In the event that the grievance progresses through the grievance procedure to arbitration, the arbitrator shall determine whether such rule or requirement is appropriate to achieve the objective set forth in Section 1 of Article 14. . . .

In nearly half the provisions, the union is to receive copies of various safety and health reports, commonly minutes and reports of the joint safety committee, or reports of company safety investigations. The information may help the union to evaluate and subsequently eliminate safety problems:

- (26) . . . The secretary . . . shall keep minutes of all [safety committee] meetings. Copies of all minutes including four minutes shall be sent to the union safety office for distribution to the union members
- (27) Working conditions which are considered by the union to be injurious to the health and safety of the employee shall be directed to the attention of the employer by a union representative.
Following any such formal written complaint, the employer shall be obligated to report back to the union, in writing, the result of his inquiry or investigation into the complaint and what corrective measures he may have taken or intends to take.

Most prevalent are clauses in 213 agreements indicating the company will furnish the union with reports—usually periodically or upon request—on accidents, morbidity and mortality. With this information the union can determine if accident procedures are properly followed and employee rights protected, and, particularly if the data are accumulated and quantified, the union may identify and help reduce risks in areas where accidents occur repeatedly:

- (28) There shall be an accident report made by the company on all accidents reported to first aid and a duplicate copy sent the union office monthly.
- (29) Any loss of eyesight, dismemberment or accidental death will be reported to the union office.

Suggestions. A safety suggestion plan may be a valuable part of an overall safety program. Employees, being most familiar with their own work situation, may

detect a hazard overlooked by the supervisor, and their practical job experience may also enable them to point out a solution to the problem. This, of course, does not require a negotiated safety suggestion plan. Only a few of the agreements examined specifically mentioned safety suggestions, and none referred to monetary rewards or other incentives. The lack of such clauses may in part reflect the fact that safety suggestions are often included in more general suggestion programs, or are part of the activities of joint safety committees. Some clauses refer only to suggestions from the union:

- (30) The company will give prompt and careful consideration to safety suggestions submitted by employees and shop stewards. The present safety suggestion procedure and local plant safety suggestion screening committees shall be continued and each committee shall meet as required but not less than once a month. The recommendations of the plant safety suggestion screening committees with respect to safety suggestions will be taken into consideration by the company.
- (31) The company solicits and will give due consideration to safety suggestions submitted by the union or employees and will cooperate in the elimination of safety hazards.
- (32) The company will welcome any practical suggestions from the unions as to safety and health conditions in the mills

Occupational environmental research programs. During the past few years, negotiators in several industries, including petroleum refining, primary metals, and rubber, have agreed to establish comprehensive research programs to develop a better understanding of the total work environment, including the long-term effects of exposure to noise and poisonous substances. This research, conducted in part by outside consultants skilled in scientific methods and often associated with well-known universities, is intended to lead to the development of improved safety and health standards and procedures.

Research provisions appearing in the agreements describe in considerable detail the various procedures and objectives of the programs. Because of their length, no illustrations are presented in this section. Three of the provisions, however, appear in their entirety in appendix B of this bulletin.

Safety committees

Safety programs of many companies, both union and nonunion, provide for the establishment of safety or safety and health committees. These committees usually have a staff or advisory role, but occasionally are vested with greater authority. Although some safety committees are made up entirely of nonsupervisory

employees, more typically they include representatives of both management and the employees. To help provide the committee with information on localized problems, members may be drawn from various work areas and shifts.

Safety committees undoubtedly vary widely in effectiveness. It is often argued that committee participation gets the rank-and-file involved with safety problems and solutions; a contrary argument is that committees tend to be indecisive and may become instruments for avoiding individual responsibility.³

Of the agreements examined, about one-third, covering a larger proportion of the workers, provide for safety committees. The provisions are more than twice as common in manufacturing agreements as in non-manufacturing, and appear frequently in primary metals and rubber agreements. (See tables 5 and 6.)

Joint committees predominate; 4 out of 5 provisions establish committees representing both management and the union or members of the bargaining unit. Although not mentioned in the agreement, decisions or recommendations adopted by joint committees are likely to involve negotiation and compromise, particularly if the management representatives must consider the effects of safety solutions on costs or efficiency:

- (33) There shall be joint company-union safety inspection committees at each plant composed of one employee representative appointed by the union and one representative appointed by the company
- (34) Joint safety and health committees will function at each plant, meet monthly, and each shall concern itself with the items outlined below

Most of the remaining clauses refer to the establishment of all union-member or employee committees. Since these committees generally meet with management officials for discussions and recommendations, the practical distinction between these and joint committees is often slight:

- (35) . . . The company agrees that the union shall have a right to designate a steward or committeeman to serve on the employee safety committee and meet with said committee at all scheduled meetings
- (36) The union shall form a safety committee for the purpose of participating in monthly management safety meetings and to make plant inspections
- (37) The union shall appoint three representatives to meet monthly with the safety department to discuss matters of safety. The purpose of this meeting will be to discuss safety problems for the mutual benefit of the company and its employees.

³See Albert Mims and Russell DeReamer, "Forum: Are Safety Committees Useful?" *Job Safety and Health*, March 1974, pp. 22-23.

Most committees function only in the areas of safety, health, and sanitation. A few contracts, however, assign a safety function to a more general committee, most often the union grievance committee:

- (38) Safety will be handled by the grievance committee which will also act as the safety committee of the union.

Unit represented. The majority of provisions refer to the unit or units served by the committee:

	<i>Workers Agreements (thousands)</i>	
Total with reference to unit ¹	500	3,012.6
Plant or equivalent unit	437	2,321.5
Department, line of progression, shift, or other subdivision.....	44	291.2
More than 1 plant or bargaining unit.....	42	815.1
Subject to negotiation	1	1.5

¹Nonadditive. Some agreements contain references to more than one type of unit.

Usually a single safety committee is established within a plant or corresponding unit. The clause might apply to a number of plants, with one committee at each location:

- (39) The company agrees to continue to make all reasonable provisions for the safety and health of its employees during their hours of employment. The company also recognizes its obligations under the Occupational Safety and Health Act and its moral obligations for the health and safety of its employees during their hours of employment and solicits the cooperation of the union and its members in meeting these obligations. To this end the company agrees to participate in a joint labor-management health and safety committee at each plant location.
- (40) A plant safety committee with the works manager or a designated representative as chairman, shall be established, consisting of no less than 14 members in addition to the chairman, half of whom shall represent the company and half of whom shall represent the union

In addition to a plant safety committee, various areas or departments of the plant sometimes are represented by subcommittees. In a small proportion of the agreements, committees representing the various subdivisions are set up with no reference to a central committee:

- (41) There shall be established a Top Safety Committee. The company and union Top Safety Committee will be charged with formulating the safety policy that will be enforced throughout the entire Mill Operation. The Top Safety Committee recommends that sub-committees be established in mutually agreed to departments with an

appropriate number of members representing the union and the company from each of the departments therein.

- (42) A central Safety Committee consisting of six members designated by the union and at least three but no more than six designated by management shall be established. . . .
In addition to the Central Safety Committee, a minimum of four safety sub-committees shall be formed. These committees will include, but not be limited to Welding and Fabrication; Machine Shop; Plant No. 2 and Maintenance, Shipping and Stores. . . .
- (43) . . . There will be a safety committee in each division consisting of three management employees, three bargaining unit employees designated by the appropriate local union, and a non-voting chairman who will be designated by the company's Safety Director. . . .

A safety committee occasionally operates at a level above that of the single plant, representing more than one plant, and sometimes more than one bargaining unit. In some industries, a committee is established on a companywide or industrywide basis. Committees of this type usually differ qualitatively from the usual safety committee, dealing with broad matters of safety policy rather than with specific safety problems arising out of day-to-day operations:

- (44) The international union and the company shall each designate three representatives to a joint company level committee on safety and health which shall meet at least annually to review the operation of this article with a view to achieving maximum understanding as to how the company and the union can most effectively cooperate in achieving the objectives set forth in [this agreement].
- (45) The employer and the union together shall create a joint committee of qualified representatives for the purpose of consulting among themselves and with appropriate Government agencies, State and Federal, on matters involving highway and equipment safety.

Committee membership. A large number of the safety committee provisions make no reference to committee membership, and others establish only that representation on joint committees will be equal, give only an overall joint committee membership figure, or set up a number of committees with varying representation. In agreements establishing a single committee and specifying composition, the representation varies widely, ranging from 1 to 8 or more members on each side on joint committees, and from 2 to 15 members on union committees. Although some groupings, such as 3 union and 2 management members on a joint committee, or 6 members on an all-employee committee, appear in only one or two agreements, other categories are more common:

<i>Committee members</i>	<i>Agreements (thousands)</i>	<i>Workers</i>
3 union, 3 management	98	512.2
2 union, 2 management	41	97.8
4 union, 4 management	28	87.3
5-6 union, 5-6 management (equal).....	14	43.9
3 union.....	16	35.3

Representation on joint committees usually is equal on each side, with three union (or employee) members and three management members the most common arrangement. Of a small number of agreements providing for unequal representation, most place the greater number of members on the side of management. Agreements establishing all-union or all-employee safety committees most often specify three members:

- (46) A safety committee shall be established at each plant consisting of three representatives of the company and three representatives of the union. The union will appoint its representatives to serve terms of 3 years each. The safety committee shall meet at least once each calendar month for the purpose of discussing conditions of safety, health, and sanitation.
- (47) A joint safety advisory committee shall be established consisting of five members, two to be selected by the local union and two by the Plant Manager and the fifth to be the Safety Engineer. This committee shall meet once each month for the purpose of making recommendations to management for the improvement of safety conditions.
- (11) Upon the signing of this agreement, the employer agrees that the union may appoint three employees to serve as a safety committee.

In addition to specifying the numbers of members, some of the clauses indicate that members will be selected to provide representation from specific plant subdivisions or specific workshifts. Some clauses also provide for alternates to fill in for absent regular members:

- (48) The safety committee shall be divided in two sections, one in the main plant and one in the foundry and shall be composed of ten representatives appointed by the union and six representatives appointed by the company. The union shall designate two members from each shift from the main plant and two members from each shift in the foundry. One of the ten union representatives shall be designated by the union as the Union Safety Director. . . .
The company may designate an alternate for each shift for the Safety Director, who will have the same function and authority to act as the Safety Director in the event the Safety Director is not available.
- (49) The Safety Committee of the Bearing Division shall be composed of two day and one night representatives of the union and three representatives of the company.

The Safety Committee of the Chain Division shall be composed of four day and one night representatives of the union and three representatives of the company.

Of the 467 joint safety committee provisions, 298 refer to the right of selection of the union or bargaining unit representatives to serve on the committee:

	<i>Workers</i> <i>Agreements (thousands)</i>	
Total referring to selection of representatives.....	298	1,663.8
By union	278	1,619.8
Elected.....	2	4.1
By management	5	8.9
Joint selection	13	31.0

Management almost invariably has the unilateral right to select its representatives, or assign an official such as the safety director on an ex-officio basis. In general, the union has a similar right to select the union or employee representatives, as indicated by 280 of the clauses, including two referring to elections.⁴ Use of the term "appointed" may indicate that representatives are named by union officials:

- (50) Three employees selected by the union and three members of management shall serve as a safety committee. This committee shall hold periodic meetings to discuss mutual problems of safety.
- (51) In order to promote cooperation between the employer and employees on matters of safety, the employees shall be represented on the safety committee by two of their members designated by the union.
- (52) . . . The Health and Safety Committees shall be composed of three staff employees appointed by the company and three plant hourly employees appointed by the union, unless agreed otherwise locally. . . .

A small number of the clauses indicate bargaining unit members are to be jointly appointed, or by one party with the advice or recommendation of the other. Rarely is the assignment of bargaining unit representatives entirely a function of the management:

- (53) In an effort to promote the safest possible working conditions, the company shall continue to maintain the direction and development of an active plant safety committee. Membership shall be limited to a total of 15 of whom 12 shall be plant employees appointed jointly by the union business representative and the Safety Director.
- (54) The company will, with the advice of the union, appoint three union-eligible employees to the Central

⁴Election of representatives may be more common than indicated, since the actual procedure is an internal union affair usually not subject to the agreement.

Safety Committee; one each from the Electric, Gas and Power Production Divisions. The president of the union may also be an ex-officio member of this committee.

(55) The company will notify employees of appropriate plant safety committee vacancies on a semi-annual basis, accepting volunteers to fill such vacancies.

A large proportion of the clauses do not clearly specify whether nonmanagement committee members are unilaterally or jointly selected.

(56) A Management-Union Safety Committee will be established.

In 78 of the 576 clauses establishing safety committees, one member or more are assigned to serve on the committee ex-officio, or on the basis of another post held:

	<i>Workers Agreements (thousands)</i>	
Total with reference to ex-officio assignment	78	193.0
Management official	37	89.0
Union official	22	66.2
Both	18	35.5
Neutral third party	1	2.3

About half of the provisions automatically assign only a member of management—frequently a safety director. It is also common for the appointed management official to assume the chairmanship of the committee:

(57) The company agrees to maintain an active local safety organization for the prevention of industrial accidents and to promote improvements in mill safety and sanitation. Such committee shall consist of the Division Manager of Employee Relations or his representative and two representatives as designated by each signatory local union. . . .

(58) A safety and health committee shall be established consisting of three employees designated by the union and an equal number of management members, one of whom shall be the Safety Director who will be the chairman. The company and the union shall certify to each other in writing such committee members. . . .

(59) The Safety Committee shall be composed of five members: the Safety Engineer of the employer, who shall be the chairman of the committee; two supervisory employees who shall be appointed by the chairman; and two nonsupervisory employees who shall be selected by the union. An officer of the local union, appointed by the union's Executive Board, may serve on the committee as one of the union's two selections.

Fewer (22) clauses call for a specific union official to be placed on the committee. A yet smaller number

indicate ex-officio appointments from both company and union:

(60) A safety committee shall be established, with the Chief Steward or his designee being a permanent representative on behalf of the union.

(61) . . . Room safety committees are set up in each department. The Room Steward is a member of that committee.

(62) A joint company-union safety committee shall consist of the Plant Manager (or his designated alternate), the Manager of Accident and Loss Prevention, the Vice President of Local 757, and the Chief Steward (or his designated alternate) of the particular shift on which the regular monthly inspection is made, providing the members of this committee deem such an inspection necessary. . . .

(63) To supplement existing safety programs and to establish positive means of participation, each plant will continue to have a plant safety committee which will have as co-chairman the Plant Manager and the local union President (or business agent) or their respective designated representatives. . . .

Fourteen clauses do not clearly indicate whether the safety committee member is selected from management or from the bargaining unit.

Fewer than 10 percent of the safety committee clauses (52) establish minimum qualifications or otherwise limit eligibility of employees to serve on the committee. (See table 6.) Often, eligible employees must have a specified amount of service with the company and a knowledge of safety practices or operations in a given unit or area. Some clauses exclude certain union officials from consideration, while others require that all committee posts be filled, ex-officio, by union officials:

(64) . . . The employees designated for this committee shall be employees who have knowledge of the practices of the yard and who have worked for the employer a minimum of one year.

(65) An employee serving as union safety committeeman shall not at the same time serve as shop steward. . . .

(66) Before new safety rules are adopted they shall be subject to full discussion with each Division Safety Committee of the Brotherhood which shall be comprised as follows: Central Division, the members of the Central Executive Council; Eastern Division, the members of the Eastern Division Joint Board; Western Division, the Business Manager, President, and members of the Executive Board of Local 1339 plus the President of Local 1352.

Term of service. The term of service of members of the safety committee is mentioned only rarely in agree-

ments, appearing in 5 percent of the committee provisions:

	Workers Agreements (thousands)	
Total referring to term of service.....	29	46.8
Less than 1 year	10	16.4
1 year	8	11.0
More than 1 year	3	5.2
Duration of the agreement	2	4.7
Varies	6	9.5

Terms of 1 year or less are most common, but several clauses set periods of more than a year, or for the duration of the agreement. Some provisions indicate members' terms are to be staggered or overlapping. This eliminates the possibility of all experienced members being replaced at one time. Unsatisfactory members may be dropped:

- (67) . . . the membership of the . . . Safety Committee shall change every 6 months on a staggered basis, i.e., half will serve January 1 through July 1, and half from March 1 through September 1. The company and the union will designate their committee members and the tenure of each with notification being given to the Industrial Relations Manager and the union at the beginning of each period.
- (68) Members of the committee will be appointed for a period of one year. Should a vacancy be created for any reason, a replacement member will be appointed by the (company or the union) party represented.
- (69) Tenure of any one member shall be limited to 2 consecutive years and may be terminated by the Safety Director if service is not satisfactory. Once each year, one-half of the membership shall be replaced by new members except that this provision may be waived with respect to one plant member by mutual agreement between the company and the union.
- (70) The union shall select an employee to serve for the term of this agreement as a member of the Plant Safety Committee. . . .

Terms of varying length, depending on the member's position on the committee or other condition, are established by a few contracts:

- (71) The company's members will serve for 6 months and will include a manager or superintendent who will serve as chairman and 6 foremen representing the shop, *Arrow Products*, and foundry.
The union's members will serve for the term of the agreement and will represent the shop, *Arrow Products*, and foundry.
- (72) The union representative on this Committee who is designated as the Secretary of the Committee may serve for as long as 1 year. Other union representatives on this Committee will serve for periods as determined by the Chief Plant Representative.

Frequency of meetings. Of the 576 safety committee provisions, about 60 percent make some reference to the frequency of committee meetings:

	Workers Agreements (thousands)	
Total referring to frequency of meetings.....	343	2,088.3
Intervals of 30 days (one month) or less.....	253	1,185.7
Intervals of 31-90 days	25	535.1
Intervals of more than 90 days	16	208.4
Regularly—period not specified ...	27	103.5
As needed, from time to time, etc.....	19	49.0
Subject to local negotiation.....	3	6.3

By far the most common are intervals of 30 days or 1 month or (in a few instances) less, often in conjunction with safety inspection tours of the plant. Fewer than 15 percent of clauses citing specific periods establish less frequent meetings, and most of these set no more than 90-day intervals. Occasionally, the clauses allow for meetings to be held more often than at the stated intervals if necessary:

- (73) The safety committee shall meet once a month to review the safety operating problems and to conduct the monthly safety inspection with a view to achieving maximum understanding as to how the company and the union can most effectively cooperate in achieving the object set forth.
- (74) The safety committee will meet as often as deemed necessary, but not less than once a month for the purpose of discussing safety problems and will tour the plant periodically to observe the progress of its recommendations. . . .
- (75) . . . The company shall schedule quarterly safety meetings in each plant, which shall include company representatives and 6 representatives of the union, to discuss ways of meeting this objective.
- (76) Joint safety meetings between the company and union will be held quarterly on company time. If it becomes necessary to hold such meetings more often, a request may be submitted in writing by the Union Safety Committee Chairman. . . .

A small proportion of the clauses set no specific timing for the meetings, but indicate the sessions will be held on a regular basis. Another small proportion state only that the members will convene at irregular intervals—"as necessary," "from time to time," etc:

- (77) . . . It shall be the duty of the safety committee, at regular intervals, to make or cause to be made, inspections of the plant and to report the existence of any condition which, in its opinion, shall be hazardous to the employee or employees. The safety committee shall meet, at regular intervals, and shall make recommendations respecting conditions which, in its opinion, re-

quire correction, and the company agrees that it will use due diligence to avoid hazardous conditions and will make every reasonable effort to eliminate any conditions which might result in injury or illness to employees.

- (78) . . . The Safety Committee shall hold periodic meetings at times determined by the Committee, preferably outside of regular working hours. . . .
- (79) Necessary meetings of the joint safety committee will be called by mutual agreement of the members.
- (80) The committee will hold meetings when necessary to consider disputes between department stewards and foremen, in regard to safety matters. . . .
- (81) The Central Safety Committee shall meet as required to review and evaluate safety activities with the purpose of fulfilling the above objectives.

Functions. Over 85 percent of the agreements establishing a safety committee refer to one or more of the committee's responsibilities or functions. (See table 7.) Most commonly, in two-thirds of the clauses on functions, the committee is assigned an advisory role, with final approval of any committee recommendations a management decision:

- (82) . . . The function of the safety committee shall be to advise with plant management concerning safety and health and to discuss legitimate safety and health matters. In the discharge of its function, the safety committee shall: consider existing practices and rules relating to safety and health, formulate suggested changes in existing practices and rules, recommend adoption of new practices and rules, review proposed new safety programs developed by the company, and review accident statistics and trends and disabling injuries which have occurred in the plant and make recommendations to prevent future recurrences.
- (83) A Labor-Management Safety Advisory Committee consisting of 2 representatives from each local union and appropriate management representatives will meet on a regularly scheduled basis to discuss and advise on all matters pertaining to safety.

Clauses also commonly assign the committee an investigatory role; nearly half the clauses provide that the committee is to make regular inspections, or to investigate causes of accidents or complaints alleging safety hazards. Often, the inspection or investigation serves as a basis for the committee's recommendations to management:

- (84) . . . The committee shall act to investigate accidents, to review working conditions and promote safety education of the employees and make recommendations for improvement of overall plant safety and the health and welfare of the employees.

- (85) . . . The duties of the committee shall be to meet at least once each month to confer on safety problems, to make safety inspections of various areas of the plant in accordance with a monthly inspection schedule as determined by the Safety Director for the company, and to make recommendations in writing to the management concerning safety conditions in the plant. . . .

Less often, under about 15 percent of the clauses, the committee is given a role in enforcing existing safety rules and regulations:

- (86) . . . It shall be the function of this committee to cooperate in the observance and enforcement of all safety rules and regulations and it shall function as expeditiously as the circumstances warrant.

Although the proposed rules, regulations, or other recommendations of the safety committee usually are subject to management approval, about 10 percent of the clauses apparently permitted the committee to independently establish or amend the safety rules and place these new or revised regulations in effect:

- (87) The Plant Safety Committee may establish and/or amend general or specific plant safety regulations, and such regulations, when posted in the plant, shall be observed by all employees.
- (88) The association and union shall form a joint safety committee of three each, who shall meet quarterly (or more often if deemed necessary), to formulate and establish industry safety rules and work practices pertaining to the work of this agreement.

Frequently, the safety committee provision described the committee's function in broad, general terms, such as the promotion of employee safety. Such clauses, however, often were accompanied by more specific duties. A few also assigned the committee a role in educating or informing employees on safety procedures:

- (89) . . . The Committee will meet once a month to discuss ways and means of improving the personnel safety program and off-the-job safety. . . .
- (90) There shall be a joint Safety and Health Committee that will consist of two officials from the company and two officers from the union, the function of which shall be to:
 1. Prepare factual reports and make recommendations concerning the need for specific improvements in safety and health conditions and practices.
 2. Review the results of their recommendations.
 3. Promote health and safety education. . . .

Slightly over 10 percent of the safety committee provisions prohibit the committee from engaging in certain activities. (See table 6.) In nearly all of the clauses, the prohibition applies to the handling of safety grievances.

Only rarely did a different restriction apply, such as a limit on making safety rules or decisions. Such limitations are in keeping with the usual advisory role of the committee and may prevent conflicts of interest. The provisions sometimes defined the banned activities as lying within those areas retained for management control:

- (91) . . . The function of the safety committee shall be to advise with plant management concerning safety and health matters but not to handle grievances.
- (92) The purpose of the Joint Safety Advisory Committee is to give consideration to those general accident prevention programs and policies that affect the safety of the employees in the bargaining unit represented by Local Union 1347 of the International Brotherhood of Electrical Workers. The Joint Safety Advisory Committee shall not deal with individual or group grievances. The administration of the accident prevention policies, programs and procedures are vested in and reserved to the management of the company.
- (93) The company agrees to designate 2 company representatives who will meet with 2 members of the union designated in writing by the union, on a regular quarterly basis or more frequently if circumstances warrant. The purpose of these meetings will be a joint and cooperative effort to further promote good health and safety practices in the plant and among the workers. It is understood that this committee has no special grant of authority for making health and safety decisions or rules as these are areas still clearly reserved to the right of the company. . . .

Compensation. Of the 576 agreements establishing safety committees, about 42 percent mention the subject of compensation for employee representatives while engaged in committee work:

	<i>Workers Agreements (thousands)</i>	
Total referring to compensation	240	1,804.2
Full compensation	141	1,025.3
Limit on hours subject to compensation	30	322.4
Compensation depends on activity	20	54.8
No compensation	30	338.8
Subject to negotiation	1	6.7
Unable to determine degree of compensation	18	56.1

By far the most common practice allows members full company pay for time devoted to committee activity. The clauses often indicate, however, that payment is limited to time lost during regular working hours:

- (48) Time lost by employee members of the committee from their regularly scheduled hours work in attendance at the monthly safety committee meeting shall be

paid by the company at such employee's average earned rate.

- (94) The safety committee shall hold monthly meetings at times determined by the committee. Time consumed on committee work by committee members designed by the union shall be considered hours worked to be compensated by the company.

Compensation is limited to a specific number of hours in some provisions. This may encourage committee members to carry out their duties with dispatch:

- (95) The company shall pay the union members of the Safety Committee for time lost from work up to a maximum of 2 hours each for attending each semi-monthly meeting. Such pay shall be at his regular hourly rate if hourly paid, or at the rate of the employee's average straight-time hourly earnings if incentive paid as provided in the wage article.

Under some procedures, compensation depends on the committee activity or other condition. Occasionally, members attending meetings held outside their own shift hours are denied pay:

- (96) . . . Time consumed in committee meetings, other than time spent on periodic safety tours, by committee members who are designated by the union shall be considered hours worked to be compensated by the company. . . .
- (97) The employer shall not be obligated to pay second and third shift safety committee members for attendance at the scheduled Joint Safety Committee meetings.

Clauses providing no company pay for committee members are found almost entirely in Steelworkers agreements, mostly in the primary metals industry. Although not indicated in the agreements, the union may pay for time lost by employees who attend meetings during their normal duty hours. Otherwise, the loss of pay would act as a disincentive for all but the most dedicated employees:

- (98) Time consumed on committee work by committee members designated by the union shall not be considered hours worked to be compensated by the company. . . .

Safety officers. In addition to the agreements that establish safety committees, 110 do not mention committees but do name one or more persons to serve in a safety capacity:

	<i>Workers Agreements (thousands)</i>	
Total referring to safety officers	110	661.3
Management	33	149.1
Union or bargaining unit	60	480.3
Both	11	20.4
Unable to determine	6	11.6

The clauses appear most frequently in multiemployer agreements in the apparel and construction industries, perhaps because in these two industries, while the relatively small numbers of workers employed by most individual concerns do not merit a committee, the relatively high risks involved justify a single safety official.

Under most of these clauses the safety officers are members of the bargaining unit—the steward in construction, the fire warden in apparel.⁵ Their duties, usually in addition to regular tasks, are to see that safety standards are not violated, and that unsafe conditions are reported and corrected:

(99) There shall be a fire warden in the shop of each member of the association chosen by the workers in the shop or designated by the union from among the workers in the shop. The fire warden and the employer will cooperate to see that rules and regulations of the fire department are observed and other reasonable precautions as to fire prevention are taken. The fire warden shall not be deemed to be an agent of the union, nor shall he be liable for the failure or omission of the employer to observe the aforesaid rules and regulations or to take the aforesaid precautions.

⁵The volunteer fire wardens in shops in the apparel industry stem from the disastrous Triangle Waist Co. fire in New York in 1911. The crowded conditions and inadequate escape routes (exit doors were locked) cost 146 workers their lives, but eventually led to significant improvements in factory conditions.

(100) . . . the steward [is] to report hazardous conditions to the job superintendent. If such hazardous conditions are not eliminated by the job superintendent or the employer, he shall then report the same to the business manager of the local union, who will in turn consult with the employer. . . .

More than a third of the provisions designate a management official as the safety official. He often is a full-time safety director. A few of these clauses name both management and union representatives (not establishing them as a committee):

(101) . . . an employer representative shall be made responsible for the enforcement of safety rules. . . .

(102) The steward may be the safety man on the job and shall cooperate with the safety man of the employer or the customer to promote safe conditions on the job. . . .

(103) A safety meeting shall be held each week and all culinary help will attend if available, and/or on shift. This meeting will be held by the job steward in conjunction with a company safety man when available, and the steward will report the minutes of this meeting to management and locals covered by this contract. . . .

(104) The Shop Chairman and Co-chairman shall be allowed up to 4 hours per month in which to investigate and discuss employee health and safety matters with the company's safety manager.

Chapter 3. Compliance and Inspection Provisions

The effective operation of a safety program depends on compliance by both employer and employees with various company, industry, and public safety rules and standards that have been established for employees' protection. General or specific compliance requirements or pledges appear in many of the agreements examined. The machinery to secure or enforce compliance often includes disciplinary procedures for employee violations or (rarely) penalties for employer violations, and in addition, inspection procedures, not only to detect violations of existing safety regulations, but to disclose conditions needing regulation or other attention. Many agreements also give employees or the union the right to withhold services from, or file grievances over, jobs considered unduly hazardous.

Employer compliance

Over one-third of the agreements examined, covering a similar proportion of the workers, contain employer pledges to abide by public safety and health laws and regulations. More than half the clauses apply in non-manufacturing industries, appearing in most transportation and construction agreements. (See table 8.) Eighteen percent of the clauses require general compliance with all safety laws. Including combinations of the two, 73 percent apply to State and local standards, and nearly 60 percent to Federal standards.

Pledges imply that the employer must be or must become familiar with the applicable safety and health laws. They further imply that the union and the employees should have knowledge of these public standards, or company rules based on these standards, if they are to avoid violations. Many of the agreements requiring employer compliance also exact a similar requirement from the union and employees.

The employer's pledge to obey all public safety and health laws is found in 107 of the 585 agreements:

- (105) The employer shall comply with all standards of sanitation and safety required by law, and it shall be the obligation of employees to cooperate in this regard.
- (106) The employer shall continue to comply with all legal provision for the safety and health of the employees at the plant during the hours of their employment.

- (107) The employer shall maintain sanitary conditions on a par with those now obtaining in the industry in which the parties hereto are engaged, and shall comply with all applicable health, sanitation and safety laws and ordinances.

The employer agrees to comply with both Federal and State safety and health regulations in 295 contracts. Many of these additionally require the employer to meet the standards of local jurisdictions. Some clauses require compliance with all regulations of the indicated jurisdictions, while others cite a specific regulation or law:

- (108) The company agrees to abide by and maintain all its plant, standards of sanitation, safety and health in accordance with the Federal, State, county, and city laws and regulations.
- (109) The company agrees to comply with all Federal and State laws or regulations which are applicable to the company's operations and the union agrees to use all means at its disposal to enforce the observance of all safety rules and regulations.
- (110) Employer and employee agree to abide by all the rules and regulations of the Michigan Construction Safety Commission and the Occupational Safety and Health Act. Employees will be subject to discharge for failure to comply. It is understood the union will be notified prior to any such discharge.

In 51 agreements the compliance requirement is limited to Federal law. It is common for these clauses to refer to the standards set by the Occupational Safety and Health Act of 1970:

- (111) The company . . . recognizes its obligations under the Occupational Safety and Health Act and its moral obligations for the health and safety of its employees during their hours of employment and solicits the cooperation of the union and its members in meeting these obligations. To this end the company agrees to participate in a joint Labor-Management Health and Safety Committee.

In contrast, 132 clauses make no reference to Federal regulations, but instead cite State (or rarely, local) legal requirements. These occasionally refer to a specific State requirement, as for adequate safety equipment,

without mention of other safety or health regulations that may exist:

- (112) The company shall make reasonable provisions for the safety and health of the employees in the plant and shall provide sufficient and sanitary washrooms, and health and safety facilities in accordance with the provisions relating thereto as contained in the laws of the State of New Jersey.
- (113) . . . Protective devices and other equipment necessary to properly protect employees from injury will be provided by the company in accordance with the practice now prevailing and in accordance with the safety and sanitary laws of the State of West Virginia. . . .
- (114) The members of the association shall comply with all standards of sanitation provided for by the laws of the States wherein the respective shops of the members of the association are located.
- (115) The laws of New York State Department of Labor relative to scaffolding must be complied with.

Employers' pledges to comply with either their own or industry-created safety rules and standards appear in 118 agreements. In some instances the pledge involves a joint statement of compliance by the company and the union:

- (116) The company agrees to continue to provide safe and sanitary conditions in the plant and to provide adequate and modern devices where necessary for the health and safety of employees. The company also agrees to conduct at least one evacuation drill every six months. The company and the union and the employees shall use every effort to ensure compliance with established safety and health rules.
- (117) All employees and the company are to comply with all safety rules jointly established by the company and local union from time to time. Existing rules in effect on the date of execution of this agreement are hereby jointly approved.
- (118) The members of the association shall comply with all standards of sanitation provided for by the laws of . . . the Joint Board of Sanitary Control in the Ladies' Garment Industry.

In a few provisions, an employer who violates the standards may be subject to review by an industry board, or to a fine or assessment:

- (119) The employers and the union recognize their joint responsibility for the elimination of industrial accidents. The employers will adopt and the employees agree to use such safety devices as will be furnished. Failure on the part of the employers and employees to cooperate in this program will be brought to the attention of the Joint Industry Board for review and adjudication.

- (120) . . . The authority of the safety committee shall include assessment of penalties for gross violation of safety rules . . . also the authority to sanction withdrawal of workmen from a job by a union without incurring liability for violation of the no-strike provision . . . by said union, should a contractor refuse to comply with a safety recommendation of that committee.

Employee compliance

The Occupational Safety and Health Act and other public safety and health laws require employees, as well as employers, to comply with applicable safety standards. In addition, of course, the company and union normally expect employees to assume a certain degree of responsibility for their own safety, to work safely, and obey the safety rules. The parties often negotiate provisions to this effect. Of the 1,724 agreements reviewed, 47 percent, representing every major industry, variously require employees to work in a safe manner, to generally comply with all safety rules and laws, or with specific rules. (See table 9.) Many of the provisions contain more than one requirement; for example, general compliance with company safety rules, and specific compliance with rules on use of safety equipment and reporting injuries.

Statements requiring employees to work in a safe manner or cooperate in maintaining safe conditions were observed in over 20 percent of the compliance provisions. These often made no reference to company rules or legal requirements:

- (121) . . . It shall be the duty of all employees to cooperate and assist in maintaining the plant, equipment and facilities in a clean, safe and sanitary condition, and the employees shall not misuse or deface the plant, equipment or facilities.

More prevalent are clauses, present in nearly two-thirds of the agreements exacting compliance, that require general compliance with all safety rules or laws. Some provisions indicate company rules are based upon standards of the Occupational Safety and Health Act or other government regulations:

- (122) It is . . . understood and agreed that the company and its employees shall comply in full with the provisions of Federal and State occupational safety and health laws, regulations, orders or standards which are mandatory and applicable to the company and to the actions and conduct of its employees.
- (123) . . . The company and the union will cooperate in maintaining safe and healthful working conditions. Management representatives and employees will observe company safety and health rules and will cooperate in the prevention of accidents and injuries.
- (124) The union agrees to cooperate with the company in encouraging their employees to observe company

safety rules and regulations as prescribed pursuant to O.S.H.A. or other governmental regulations or legislation, and to wear properly and utilize safety devices or safety equipment as provided by the company in order to work in a safe manner. The neglect or failure of an employee to obey any of the above shall, after due and proper warning by the superintendent, the foreman and steward, be just cause for discharge without recourse to the grievance procedure. In the event any employee performs an unsafe act or operation in such a manner as to directly cause the employer to be fined by O.S.H.A., then he shall be subject to immediate discharge.

The employees' obligation to use or wear protective gear and devices is specified in nearly 40 percent of the clauses. As described in a following section, the employer generally is responsible for furnishing the required safety equipment:

- (125) . . . Employees shall be required to utilize all such protective devices and equipment in the manner prescribed and will cooperate to the best of their ability in the prevention of accidents.
- (126) . . . The individual employers agree to provide and the union agrees that employees shall use the provided health and safety equipment, said equipment to be returned to the individual employer upon termination of its use on the project

Unsafe working conditions or equipment must be reported under terms of about 19 percent of the contracts with employee compliance provisions. These requirements are particularly common in the transportation industry, with regard to trucking equipment. Some contracts indicate the recourse open to employees who feel their reports are not given proper attention:

- (127) Any employee should report unsafe working conditions that he encounters to his supervisor who in turn will consider correction. Such conditions may then be referred by the supervisor, or the employee to the safety committee, a safety engineer, or anyone else delegated the responsibility for safety in the area involved.
- (128) Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the employer and shall be made in multiple copies, one copy to be retained by the employee. The employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the mechanical department.

When the occasion arises where an employee gives written report on forms in use by the employee of a vehicle being in an unsafe working or operating condition, and receives no consideration from the employer, he shall take the matter up with the officers of the union who will take the matter up with the employer.

- (129) Employees shall bring to the immediate attention of the head of the department any unsafe conditions.

A slightly smaller proportion of the provisions, also common in transportation, require employees to report accidents and injuries. Employees often are warned that the requirement applies to even minor injuries, to allow proper treatment and prevent infection:

- (130) Journeymen, no matter how slightly injured, must immediately report such injury to the employer's representative and his union representative and shall be immediately taken care of by a physician

Although references to safe tools and equipment are fairly common, the obligation to provide and maintain them usually falls on the employer. Only a handful of clauses require employees to maintain their tools and equipment in safe condition. Some provisions additionally require the employees to report defective tools:

- (131) The employee will endeavor to keep all tools and equipment entrusted to his use and care in good and safe condition and will promptly report failures or weaknesses in such tools and equipment. No employee shall be required to use any equipment considered to be unsafe and should question arise as to whether or not equipment is safe the issue shall be referred to the union and employer for settlement.

Employees who find it inconvenient or burdensome to adhere to the safety rules, as those requiring use of safety equipment, may at times tend to ignore such requirements. To discourage such violations, many agreements establish penalties, often severe, on the offending employee. Of the 805 clauses requiring employee compliance with safety rules, 43 percent refer to disciplinary measures. (See table 10.)

Most provisions stipulate that violations of the safety standards can result in discharge. Some indicate this penalty cannot be applied unless employees first are made aware of the rules through such means as posting. Under some clauses, an employee may be dismissed for a single offense, but others require a succession of increasingly severe penalties for repeated violations—verbal or written reprimands and disciplinary layoffs—to precede an actual discharge:

- (132) Any employee shall be subject to immediate discharge for violation of employer's safety rules or of employer's house rules, provided that such rules shall be conspicuously posted
- (133) The union and the employees agree that willful neglect and failure by an employee to obey company safety rules and regulations; or to obey safety rules, standards and regulations as prescribed pursuant to the Occupational Safety and Health Act or other governmental regulation or legislation; or to use properly such safety

devices or equipment as are provided by the company, shall be just cause for immediate discharge upon first offense without recourse to the grievance procedure.

- (134) [Violation of Safety Rules and Procedures]
First Offense.....Written Warning
Second OffenseOne Week Layoff
Third OffenseTwo Weeks Layoff
Fourth Offense.....Discharge

The remaining clauses indicate disciplinary penalties may be imposed, but do not specify their nature. Some state that the penalty imposed will be consistent with the seriousness of the offense:

- (135) . . . Administration of the [safety] rules shall be with reasonable uniformity and impartiality with disciplinary action consistent with the seriousness of the offense
- (136) The company shall establish health, safety and other rules and regulations for observance by employees. All employees shall be subject to such rules and regulations and disregard or violation thereof shall constitute cause for disciplinary action.

Safety and health inspections

Inspections or investigations to detect unsafe working conditions, tools and equipment, or unsanitary work areas are called for by 22 percent of the agreements surveyed, with 4 out of 5 occurring in manufacturing (see table 11). The inspections may be conducted by management, a joint committee, the union, an employee, or outside investigators, acting independently or in concert. Inspections by management, committees, or other internal personnel often are on a regular or routine basis—commonly at monthly intervals. Some agreements also provide for nonroutine investigations, usually in response to a specific worker or union complaint. Surprise inspections, which may foil attempts to conceal unsafe work practices, are generally not specified, although the wording of many agreements does not exclude the possibility. Inspections by public or private investigators are likely to be at irregular intervals or by request, except where regular inspections may be specified by law.

The most common arrangement, present in over half the contracts, is inspection by the joint union-management safety committee. Since inspection of company property has been, historically, a function reserved to management, the inclusion of union personnel in safety inspections, even in an advisory role, involves to some extent a special recognition of the union's role in this crucial area:

- (137) The joint committee shall meet as often as necessary but not less than once each month at a regular scheduled

time and place, for the purpose of jointly considering, inspecting, investigating and reviewing health and safety conditions and practices and investigating accidents, and for the purpose of effectively making constructive recommendations with respect thereto. . . .

- (138) There shall be a joint Union-Management Health and Safety Committee in each plant which shall be composed of three representatives of management and three representatives of the union. The committee shall . . . make personal inspections of the plant at least once a month.

Inspections are to be carried out by management in slightly over one-third of the provisions. While the specified personnel varies, the clauses often vest the responsibility with the company safety director. Management inspections sometimes are made at the request of the safety committee:

- (139) The company will continue its program of periodic in-plant air sampling and noise testing under the direction of qualified personnel. Where the union chairman of the safety and health committee alleges a significant on-the-job health hazard due to in-plant air pollution, or noise, the company will also make such additional tests and investigations as are necessary. A report based on such additional tests and investigations shall be reviewed and discussed with the safety and health committee.

- (140) An employee is to report items pertaining to safety and health to his immediate foreman. If the answer or action of the foreman is not satisfactory the employee is to report the item to his departmental safety and health committee representative. If the safety committee representative is not satisfied with the answer or action of the foreman he then completes Safety Committee Inspection Report Form 459-J in triplicate, giving the original to the responsible foreman, forwarding one copy to the Safety Office and retaining the third copy. Items reported where the hazard and/or health is questioned, will be inspected by the Safety Director and/or his assistant who will render a decision and report his findings in writing on the form to the representative making the report.

About one-third of the provisions establish the right of union or bargaining unit members to make inspections.⁶ The shop steward or a qualified union inspector sometimes is specified. Some clauses limit this right to participation in walkarounds with OSHA inspectors, as required by Federal law in unionized shops. Pay for the lost time, which is not an OSHA requirement, may be allowed. Although most of the provisions allow the union or employee inspector to submit reports of findings only on an advisory basis, a few grant the inspector the right to make unilateral and binding decisions:

⁶While some management and union inspections may be made jointly, the agreements cited here did not indicate the parties comprised a joint safety committee.

- (141) The union safety committee consisting of three employees chosen by the local union is hereby established to make recommendations to the employer concerning matters of health and safety at the employer's premises. This committee shall be empowered to make a monthly inspection of the employer's manufacturing and warehouse facilities. During such inspection the union safety committee will be accompanied by the employer's manager of safety or his designee
- (142) Employees participating in departmental or divisional safety programs or in plant inspections by a Federal Safety Inspector under the provisions of the Federal Occupational Safety and Health Act will be paid their average straight time earnings if an incentive employee or daywork rate if dayworker for such participation during their scheduled hours of work.
- (143) . . . The union's qualified safety inspector shall have the authority to inspect any and all equipment classified under the jurisdiction of the union and deadline any equipment he deems unsafe for operation
- (144) A volunteer shop fire warden selected from among the employees shall be authorized to inspect the work premises for safety purposes as recommended by the local fire department, to make form reports where these are called for, and to work with the employer and the local fire department for the removal of safety hazards.

Representatives of Federal, State, or local governments are mentioned in nearly 23 percent of the clauses as either participating in or conducting safety investigations. These inspections may be undertaken to ensure compliance with the applicable safety laws or in response to a complaint from an employee or the union. Although not mentioned in the agreements, adverse findings may, of course, result in the imposition of penalties on the employer:

- (145) . . . The union safety committeeman will be notified of a plant inspection by a government health and safety inspector just as soon as the company learns of it. He will not be prevented by the company from accompanying the inspector on the inspection.
- (146) The delegate or business agent of the union shall call the attention of the employer to any condition which he considers is endangering the safety of the employees represented by the union. If the employer does not remedy the condition, either through negligence, disagreement as to the presence of danger, or question of responsibility under his contract, it shall be the right and duty of the delegate or business agent to refer the matter to the New York State Department of Labor with a request for an immediate inspection.

Clauses allowing outside consultants to conduct or participate in safety inspections appear in a small proportion of the agreements referring to inspections.⁷ These also appear in some environmental research

provisions. The joint committee or the union may have a voice in the investigator selected:

- (147) The company will, from time to time, retain at its expense qualified independent industrial health consultants, mutually acceptable to the international union president or his designee and the company, to undertake industrial health research surveys as decided upon by the committee, to determine if any health hazards exist in the work place.
Such research surveys shall include such measurements of exposures in the work place, the results of which shall be submitted in writing to the company, the international union president, and the joint committee by the research consultant, and the results will also relate the findings to existing recognized standards.
- (148) The joint safety committee may seek the advice of an outside impartial expert on safety matters during the committee's monthly meetings or during any inspections conducted by the committee.

Work under unsafe conditions

The various pledges to provide safe working conditions and comply with safety rules and laws, as well as provisions for safety committees, inspections and programs, all imply that the employee will not be required to work under unsafe or unhealthful conditions. The agreements often make this underlying assumption explicit, according employees and their union representatives specific rights in the event hazardous conditions develop or are believed to exist. These rights variously include the right to decline or shut down hazardous operations, transfer to safer jobs, or file grievances:

	Agreements	Workers (thousands)
Employee may refuse or be relieved from job.....	371	1,951.3
Union may remove employees from job	42	451.6
Employee or union may file grievance.....	301	2,489.9

Under some circumstances, application of these rights is consistent with employee safety obligations established by other provisions, as, for example, where performance of the task would require the employee to violate a safety regulation.

The definition of an "unsafe working condition" is critical for determining when these protective provi-

These clauses specify impartial or third-party investigators. Included in the count of union and employer inspections are those permitting the local union to call in an investigator from the international union. Not enumerated are other clauses that also permit the local union to call in an international union representative, but do not refer to a safety and health purpose.

sions can be invoked. Virtually all occupations in all industries entail some element of risk, varying in nature and degree. For example, a welder may normally face a greater risk of injury from burns or radiation than a brickmason, but a lesser risk of injury from falling. Workers in either of these occupations usually would not consider the types of risks encountered in the other as normal to their own occupation, and neither would consider their own risk as normal should they be required to perform their tasks with inadequate protective equipment. Thus an "unsafe working condition" might be defined as one entailing risks beyond those normally accepted as inherent in the job. This is in fact specified in many of the provisions dealing with the subject. Acceptance of this definition, of course, still leaves many particular allegations of unsafe working conditions subject to challenge.

Provisions in approximately 21 percent of the agreements accord employees the right to avoid hazardous assignments. Most of these permit the worker to refuse to work on, or to be relieved from, jobs presenting unusual risk. The procedures for determining if such risk does exist often are not indicated:

- (149) Employees will be free to refuse to work and shall not be subject to discharge or other disciplinary action for such refusal if the employer does not meet such safety requirements or furnish if required, the following special safety equipment, or clothing, safety hats, safety (eye) goggles, rubber boots, welder's helmets and/or items of a similar nature.
- (150) No employee shall be discharged or otherwise disciplined for refusing to work on a job not made reasonably safe or sanitary for him or that might unduly endanger his health.
- (151) If an employee shall believe that there exists an unsafe condition, changed from the normal hazards inherent in the operation, so that the employee is in danger of injury, he shall notify his foreman of such danger and of the facts relating thereto. Thereafter, unless there shall be a dispute as to the existence of such unsafe condition, he shall have the right, subject to reasonable steps for protecting other employees and the equipment from injury, to be relieved from duty on the job in respect of which he has complained and to return to such job when such unsafe condition shall be remedied

Clauses serving the same purpose pledge the company not to require, request, or assign employees to work of an unsafe nature, or in violation of safety rules or laws. A few clauses indicated that such assignments might be made with the consent of the worker:

- (152) The company will request the employees to abide by the safety rules and will neither request nor require them to place themselves in a position of undue risk.
- (153) No employee shall be required or assigned to engage in any activity involving dangerous conditions of work

or danger to person or property in violation of applicable statute, court order, or governmental regulation relating to safety of person or equipment.

- (154) Men will not be required to work under conditions that are not safe. Department of Labor Maritime Safety Rules will apply.
- (155) No performer shall be required without his consent to take part in hazardous action or work under hazardous conditions . . . This paragraph shall not cover specialty acts in the performance of their specialty where the nature of such act is hazardous.

Under the terms of 42 agreements, the union may withdraw employees from jobs deemed unsafe. Sometimes the action is allowed only after the grievance procedure has failed to produce a solution:

- (156) The union reserves the right to inspect the premises of all stations and where it has been determined that health or safety hazards may exist, the union may call and authorize a strike or closure of the station, including such stations where the company may raise as a defense that they are complying with local ordinances or other regulatory authorities. If such conditions are not satisfactory to the union, then the union shall be empowered to do whatever is necessary to protect the safety of its members or eliminate the source of the problem.
- (157) . . . in instances where adequate safety and/or sanitary and health conditions have not been provided and maintained, a job may be stopped immediately.
- (158) It is not a violation of this provision for an employee to refrain from performing work assigned to him which would expose such employee to a significant hazard which seriously threatens his health or safety. If such a hazard exists and it is not corrected by the company, the union shall have a right to strike as provided below as an alternate to arbitration following process of a grievance protesting the hazard through the steps of the grievance procedure short of arbitration.

In about 1 of 6 agreements, the employee, union, or both, had the right to initiate a grievance in a safety and health dispute. Other agreements that do not specifically refer to safety grievances may, of course, establish a safety and health clause that automatically is subject to grievances over the interpretation and application of the contract. Clauses which specifically referred to the right to "grieve" in safety cases often provided for unsettled grievances to be presented to an arbitrator:

- (159) If in the opinion of the employee, sufficient overhead protection, scaffold protection and other protection from injury is not afforded him, this shall be considered legitimate subject for grievance to be taken up with the Job Steward pursuant to Article XI of this agreement.

(160) Any employee may refuse to work on a job which he thinks is not reasonably safe, or that might unduly endanger his health. In all such cases the employee shall first report the condition to his foreman who will promptly call in the safety supervisor, or his authorized representative. After reviewing the reported condition, the safety supervisor, or his authorized representative, shall notify the employee and his foreman in writing of his decision, which decision shall be final. The employee shall return to his job if the job is deemed to be safe.

Any dispute shall be subject to the regular grievance procedure.

(161) Any employee or group of employees who believe that they are being required to work under conditions which are unsafe or unhealthy beyond the normal hazard inherent in the operation in question shall first report such conditions to their immediate supervisor and then shall have the right to file a grievance in the third step of the grievance procedure for preferred handling in such procedure and arbitration

A rapid settlement of safety and health disputes is desirable, particularly where employees are required to continue working under allegedly unsafe conditions pending the decision. For this reason, many of the clauses referring to safety grievances and arbitration provide for special handling or expediting of disputes:

	<i>Workers Agreements (thousands)</i>	
Total referring to expediting safety grievances and arbitration.....	143	935.2
Grievances.....	98	537.7
Arbitration.....	4	28.6
Grievances and arbitration.....	41	368.9

The arrangement occurring most frequently refers only to grievances, usually indicating they may be filed at an advanced step:

(162) An employee alleging an unsafe working condition beyond the hazards inherent in this particular operation, which does not pose an immediate danger of injury to his person, should file a grievance in Step 2 of the grievance procedure . . . It is understood and agreed that if the grievance is filed on an unsafe working condition, such grievance shall receive preferred handling and shall be expedited through the grievance procedure.

(163) Recommendations of the safety committee will be referred to the appropriate department through the safety supervisor. If the matter is not adjusted satisfactorily, a grievance may be filed and referred to the third step of the grievance procedure.

(164) . . . Grievances alleging unsafe working conditions or work areas shall be processed expeditiously.

Lesser numbers of clauses provide for accelerated handling of grievances and forwarding to arbitration as well. In a few cases, the regular grievance procedure is bypassed and the employee's complaint is forwarded directly to arbitration:

(165) . . . If the existence of such alleged unsafe condition shall be disputed, the chairman of the grievance committee of the union at the mine or his designee and the management's representative or his designee shall immediately investigate such alleged unsafe condition and determine whether it exists. If they shall not agree and if the chairman of the grievance committee or his designee is of the opinion that such alleged unsafe condition exists, the employee shall have the right to present a grievance in writing to the management's representative or his designee and thereafter to be relieved from duty on the job . . . Such grievance shall be presented without delay directly to an impartial umpire . . . who shall determine whether such employee was justified in leaving the job because of the existence of such an unsafe condition.

(166) . . . If the matter is not resolved satisfactorily by this investigation, a grievance may be initiated in writing at the third step of the grievance procedure.

The grievance will be heard as promptly as feasible at this step by the Operations Manager or his representative. If the grievance shall not be settled at that step, the grievance shall be presented without delay directly to the Board of Arbitration . . . which shall determine if there exists an unsafe condition not inherent in the particular production or maintenance process.

Agreements that permit employees or the union to file grievances or refuse to man jobs considered unsafe often are silent on the status of the employees involved. A number of agreements, however, do refer to this point:

	<i>Workers Agreements (thousands)</i>	
Reference to status of employees involved in safety disputes.....	109	777.0
Transferred to other available work, or sent home	97	739.7
Must remain on job pending settlement	12	37.3

The more common practice, particularly in primary metals agreements, is to remove, or offer to remove, the employee from the disputed job pending settlement. Generally, the employee is assigned other work. Some contracts indicate the employee will be allowed to leave, or be sent home if no alternate work is available:

(167) . . . Pending determination by the State Division of Industrial Safety or the Division of Workshops and

Factories or the Division of Factory Inspection, 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

- (168) An employee who sincerely believes and alleges that an unsafe condition exists on a job beyond the normal hazards inherent in the operation, such that he is in danger of injury, may, on request, be promptly assigned to another job if available, at the rate of pay of that job, or sent home.
- (169) If any employee believes that the working place in which he is required to work is unsafe, he shall proceed to remedy such unsafe condition if it is a part of his job so to do. If it is not a part of his job to remedy an unsafe condition, he shall have the right at his option to refuse to work in the place he believes to be unsafe after first discussing it with his foreman, and to leave the property without penalty. However, at his request, management will assign the employee to other available work at his scheduled rate pending investigation of his claim whenever circumstances permit

Employees who are transferred to lower rated jobs or sent home in a dispute over unsafe conditions may suffer a loss of pay, perhaps unwarranted if the complaint is justified. Some agreements consequently provide for compensation if the dispute is settled in the employee's favor. The matter is sometimes an issue for arbitration. At least one clause gives the safety committee discretion in reinstatement and back pay for employees discharged for declining allegedly unsafe work:

- (170) An employee or group of employees who believe that they are being required to work under conditions which are unsafe or unhealthy beyond the normal hazard inherent in the operation in question shall discuss the matter with his supervisor in an attempt to resolve the matter. If a dispute exists after such discussion, the employee or group of employees shall have the right to file a grievance in the third step of the grievance procedure for preferred handling in such procedure and arbitration; or relief from the job or jobs, without loss to their right to return to such job or jobs, and; at management's discretion, assignment to such other employment as may be available in the plant; provided, however, that no employee, other than communicating the facts relating to the safety of the job, shall take any steps to prevent another employee from working on the job. Should either management or the arbitrator conclude that an unsafe condition within the meaning of this section existed and should the employee not have been assigned to other available equal or higher-rated work, he shall be paid for the wages he otherwise would have received.
- (171) Employees shall not be required or assigned to work under conditions which are unsafe or injurious to their health. Whenever any alleged unsafe or unhealthy condition exists within the plant, union officials and company officials will meet immediately for the purpose of determining if such condition warrants excusing employees from work.

Any employees excused from work due to such conditions will be paid for the remainder of their regular shift hours but not for more than four hours. Such payment will be based on the employees regular hourly rate for day workers and the maximum rate of their classification for incentive workers.

- (172) The contractor shall abide by all local and State safety codes. If at any time gross violations of these codes are observed which would have serious effect on life or limb, the men on that portion of the work may be temporarily shifted from that part of the operation until the violations are corrected. At no time would this be reason to shut down an entire project. Wages of the workmen involved and the conditions which caused the stoppage are subject to the regular arbitration procedure.
- (120) An employee who is disciplined or discharged for refusing to perform work which would duly endanger his health or safety (or the health or safety of any other employee) shall have recourse to a hearing before the safety committee; and if, after a hearing it is determined by a majority of the committee that he was unjustly discharged or disciplined, he shall be reinstated in his former job with or without back pay, at the discretion of the safety committee.

Less frequently, an employee may be required to remain on the allegedly unsafe job pending a final settlement of the dispute:

- (173) . . . If the decision of management is that the job is safe the employee must perform assigned job. If the employee still doesn't think the job is safe, then the safety committee of that plant will investigate and their decision is final and binding.

Final authority in safety disputes

It is often difficult to determine, from the agreement, the final authority in settlement of safety disputes, i.e., the party or agency whose decision is not subject to appeal. For example, reference to the processing of grievances may not specify the disposition of unsettled issues, by arbitration or otherwise. In fewer than 10 percent of the agreements, a safety decision was clearly final. In some of these, the decisions applied only to one or a limited range of safety issues:

	<i>Workers Agreements (thousands)</i>	
Reference to final authority in safety disputes.....	157	891.7
Grievance and arbitration procedure	92	653.7
Outside agency	23	116.4
Joint union-management decision .	20	58.5
Management decision.....	17	55.0
Determining agent varies		
with issue	1	1.5
Unable to determine agency.....	4	6.5

In most of the clauses, the final decision is rendered within the grievance-arbitration procedure. This may far understate actual practice. Rarely is the arbitrator authorized to impose damages on an employer found to be at fault:

(174) The employer agrees to maintain safe and sanitary conditions in his shops. A shop Safety and Sanitary Committee designated by the union shall be recognized by the employer. In the event of a dispute between the Committee and the employer as to the proper maintenance of such conditions, the dispute shall be subject to the grievance and arbitration procedure hereinafter provided. No employees shall be required to work in the shop unless the employer abides by the decision and findings of the arbitrator in connection with putting the shop in a safe and sanitary condition, notwithstanding anything to the contrary herein.

(175) Workers shall not be required to work on or handle any articles or materials which contain or were processed with the use of any noxious, deleterious or poisonous substance such as mercury, or any of its compounds which may tend to endanger the health of the workers.

Should any workers refuse to perform work on such articles or materials, the association shall have the right forthwith to present the matter in dispute before the Impartial Chairman.

The Impartial Chairman shall render a decision in such matters within 24 hours after the dispute is referred to him by the association or the union. Such decision shall be final, binding and conclusive upon the parties as provided in the arbitration provisions of this agreement.

Further, should the employer be found to be in violation of the provisions of this clause, and since damages for violation are not readily ascertainable, the arbitrator is empowered to make an award to the union in an amount to be determined by him in the exercise of his sole discretion, and such amount so awarded shall

be deemed liquidated damages and shall not exceed the sum of \$3,000.00.

A joint union-management final decision is cited in a relatively few contracts. The reference occasionally is to a joint safety committee function. Even fewer provisions assign the authority to management alone:

(176) The steward and the supervisor concerned shall make every effort to resolve the health and safety grievance. If agreement cannot be reached, the business agent shall be called. If no agreement is reached, the matter shall be referred to the Joint Safety Committee for final action and decision.

(177) If satisfactory resolution of a safety or health condition, practice or recommendation is not reached, the matter will be discussed with the Refinery Manager whose decision shall be final and not subject to the [grievance and arbitration provisions].

A slightly more common practice gives the final decision to an outside expert or agency, other than an arbitrator. Often a governmental health or safety agency is named:

(178) . . . If the parties are unable to mutually agree to a resolution in step three of the grievance procedure the company will invite the State Safety Inspector to review the matter to make a determination whether a violation of State or Federal Safety Code exists. The parties will abide by his determination.

(179) A safety committee shall be established in the plant. This committee shall consist of two members from the union and a minimum of two members from the company. A weekly tour of the plant and offices shall be made and recommendations forwarded in writing to the Works Manager's and Personnel Office. Questionable cases shall be referred to the State Health Department for disposition and their decision will be final.

Chapter 4. Safety Equipment and Related Protection

Many agreements establish the precautionary measures to be taken, or equipment to be supplied, to protect employees against one or more specific hazards. The provisions vary widely, reflecting to some extent the types of hazards likely to be encountered in particular working situations and also the varying degree to which hazards have come to be recognized. For example, many more agreements refer to protection from falls than from radiation or noise.

Safety equipment

Among the most typical safety provisions, appearing in nearly half the agreements examined, are those establishing the responsibility for providing safety equipment. In nearly all of these clauses this responsibility fell to the employer (see table 12). The clauses commonly name specific articles to be furnished, such as safety glasses, respirators, gloves, protective clothing, or other personal items. Reference to "protective devices" may also indicate nonpersonal equipment such as guards or safety controls on machinery:

- (76) The company shall furnish protective devices and protective equipment, such as hard hats and liners, gloves, safety goggles, gas masks, and welders fire-proof clothing as necessary for the safety of the employees. . . .
- (180) . . . Protective devices, specialized wearing apparel and other equipment deemed necessary by the company to properly protect employees from injury shall be provided by the company. . . .
- (113) The company will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. Protective devices and other equipment necessary to properly protect employees from injury will be provided by the company in accordance with the practice now prevailing and in accordance with the safety and sanitary laws of the State of West Virginia.

Six percent of the provisions require the employee to furnish specified items of safety equipment while remaining items are to be provided by the employer. In a smaller proportion of clauses, the cost of specific safety articles is to be shared by employer and employee. Usually, the provisions requiring employees to furnish or share in the cost of equipment are limited to articles

that can be used or worn off the job, such as safety shoes, or prescription glasses:

- (131) The employee will furnish and wear, where required, approved safety shoes and clothing without unsafe appendages. Optical eye glasses shall have non-shatter type lenses.
When required by law or by direction of the employer, employees will wear hard hats, eye shields and dust masks furnished by the employer.
- (181) The company will provide approved prescription ground safety glasses and the cost will be shared 75% by the company and 25% by the employee. Such glasses will thereafter be the sole property of the employee . . .

Safe tools, equipment, and transportation

The parties to the agreement often negotiate provisions pertaining to the tools and equipment to be furnished by the employer and employees.⁸ Although this reference may be omitted in an agreement, it is reasonable to assume that the articles stipulated will be of good quality, well maintained, and designed for the use to which they are put; that is, reasonably safe for their type. About 1 in 10 of the agreements examined specifically state that tools or equipment must be safe. (See table 13.) The standards for determining or maintaining the safe condition of specific tools are sometimes established:

- (182) The company agrees to furnish safe gear and working equipment, and safe working conditions at all times.
- (21) All hand tools must be kept in safe working condition at all times.
 1. Mushroomed heads on sledges, chisels, bars, etc., must be ground off to prevent flying particles.
 2. Split or cracked handles must be turned in immediately for repairs and must not be taped or wired.

Bans or limitations on the use of hazardous tools and equipment appear in fewer than 3 percent of the agreements, largely in construction (see table 13). Since

⁸See "Characteristics of Major Collective Bargaining Agreements, July 1, 1974" (Bulletin 1888), page 35, for the prevalence of tool provisions in major agreements.

some items, such as power saws, are patently hazardous, but may be essential to the job, these clauses generally prohibit only tools and equipment that present a real or potential danger exceeding their practical value.⁹ The clauses often name specific items that can be eliminated or replaced by safer, if more costly, substitutes. Stilts, for example, offer a saving in time and money over scaffolding for certain jobs, but are unstable and therefore are often banned. Similarly, recapped truck tires, more economical but often more prone to failure than new ones, may be prohibited for use on steering axles, where the failure may be more likely to result in loss of control:

(183) No cement mason shall use stilts or other devices of a like nature in lieu of customary and approved scaffolding utilized in the performance of his work.

(184) There shall be no recap tires on steering axle of any units.

As with clauses prohibiting or limiting hazardous tools, restrictions on working with hazardous materials or substances are found in relatively few agreements, and tend to apply to materials for which safer substitutes are available.

Of 30 agreements prohibiting or limiting the use of hazardous material, 16 are found in the construction industry. Generally, the regulated substances are hazardous to health rather than accident producing in nature, such as carbon tetrachloride or substances with high lead concentrations. The determination of hazardous substances as made by government agencies is, occasionally, adopted in an agreement:

(185) Crew members shall not be required to use carbon tetrachloride, or other chemicals or compounds that by mutual agreement are defined as harmful in the matter of their use. Determinations by competent government agencies, such as U.S. Coast Guard, U.S. Public Health Service (or other agreed upon facilities if necessary), etc., or by other competent experts, that chemicals or compounds are harmful to use will be adopted by the parties.

The parties to the agreement may appoint a committee composed of union and employer representatives to investigate the use of harmful chemicals or compounds for the purpose of making recommendations to the parties.

(186) Any materials that contain over 5% lead will not be sprayed.

(187) It is recognized by the signatories to this agreement that, unless regulated, the use of spray equipment may be injurious to the health of the men concerned. However, it is agreed that in the instance herein specifically

⁹Some agreements, while allowing potentially hazardous tools, require the employee to be trained to utilize them safely.

cally mentioned, the use of spray equipment shall be permitted, provided that every reasonable device and method be adopted to minimize the danger and hazard to the men involved; that all appropriate regulations of State and Municipal departments, commissions and health officers be observed, including the rules and regulations of the Colorado State Industrial Commission; that respirators and facilities for protection of the journeymen shall be furnished by the contractor to the satisfaction of the journeymen engaged in spraying, at the expense of the contractor. No shellac, titanox or other shellac-bearing material shall be sprayed. White lead, red lead, zinc chromate may not be sprayed because of health hazard

Provisions requiring the employer to furnish safe transportation to employees traveling between work units, projects, or job sites in the performance of their duties occurred predominantly in the construction industry (30 of 39 provisions) where job sites may be at some distance from where workers first report. (See table 13.) Some agreements also prohibit specific unsafe transportation practices, such as unsecured gear in passenger areas, while others allow the employee to refuse to ride in a vehicle containing potentially dangerous cargo:

(188) The company shall provide covered transportation with sufficient safe seating accommodations for employees to be transported to and from jobs away from the yard or shop. No material such as tools, tool boxes, parts, or equipment, not safely secured shall be transported in the same compartment of the truck, bus, or boat with employees; provided trucks, buses, or boats are not overloaded. Employees who refuse to ride in trucks, buses, or boats with combustible liquids shall not be reprimanded or discharged. Employees who refuse to ride in trucks, buses or boats with materials, such as tools, tool boxes, parts, or equipment, not safely secured, shall not be reprimanded or discharged.

(126) When the individual employer transports employees from yard to job sites, or within jobsite, or to power lines or pipe-lines, he shall provide safe and suitable transportation.

Crew size and working in isolation

Of the agreements examined, 222 contain clauses regulating the minimum size of a work crew specifically for safety reasons. (See table 14.) Half the provisions appear in construction agreements.

Most frequently found (in 162 agreements) are clauses prohibiting or limiting the company's right to assign employees to work alone. Usually, the clauses require a "crew" of two workers on hazardous jobs, such as working on high-voltage equipment. In the event of an emergency or injury, the second worker may render assistance or go for help. Some provisions

do not require a crew, but require a periodic check of an isolated worker:

(189) Only journeymen electrical workers or 3rd year apprentices (under continuous supervision or instruction of a journeyman electrical worker) shall be assigned to work on lines or equipment energized in excess of 600 volts and except in case of emergencies involving hazards to life or property, no such employee shall be assigned to work alone. During the time an employee is doing work on any such energized parts of the line, another employee in a position to render immediate assistance in case of accident or to assist in prevention of an accident shall act only as an observer.

(190) Not less than 2 men shall be assigned to internal cleaning and repairing of boiler drums and furnaces and to elevator maintenance and repair. No single employee shall be assigned to internal cleaning of beer tanks or, where safety requires it, to other work in similar confined areas unless someone else is working in the vicinity.

(191) Employees shall not be required to work alone in areas beyond the call, observation or periodic check of others. In the event such work is of a hazardous nature, additional precautions may need to be taken.

Limitations on crew size related to height appear in 30 agreements. Many of these also serve as restrictions on working alone, such as by requiring an assistant to steady a ladder:

(192) Any employee assigned to climb towers or stacks shall, upon his request, be assigned another employee to accompany him. An employee will not be required to climb stacks and towers if he has good and sufficient reasons to object to making the climb. His job will not be in jeopardy due to such objection.

(193) The employer shall be responsible to have a sufficient number of employees for safe rigging.

(194) Any ten inch or twelve inch block units set by hand to a height in excess of forty-eight inches above the working platform shall be set by two bricklayers.

(195) A window cleaner or apprentice shall be placed on the foot of all ladders in use that exceed 18 feet in length.

A larger number of agreements (74) establish crew-size regulations related to weight or size. The clauses often specify the items and minimum weights subject to the regulations. Workers may "grieve" where their request for additional crew for safety purposes is disputed:

(196) The company agrees that it will not create an unnecessary burden upon any employee that would be injurious to his health by requiring him to do heavy work alone, such as heavy work on springs, transmissions, relines, repacks, batteries, etc.

(197) The company agrees to make its best effort to provide sufficient manpower to move pianos consistent with good safety practice.

(198) In the loading and unloading of trailers from rail cars, there shall be at least 2 men in the crew at all times.

In any continuous operation of hand loading or hand unloading of 100 pound lifts or more, the employer shall furnish 2 men to work inside of trailers or box cars.

When any employee is assigned work that is unsafe, he may request additional help. Any disagreement shall be subject to the disputes procedure of the agreement.

(199) No less than 2 employees covered by this agreement shall lay any masonry unit over 45 pounds.

Specific protection

Adequate lighting. From a safety and health standpoint, an appropriate type and degree of illumination is important to most occupations, particularly those requiring fine and detailed work, as in the printing and publishing industry. Lighting that is consistently too dim, too intense, or creates excessive glare or shadow not only can cause eye fatigue, inefficiency, and low morale, but can be a factor in accidents or, over time, can lead to permanent eye damage. A reference to the employer's obligation to provide proper or adequate lighting appears in 6 percent of the agreements. (See table 15.) The clauses often specify the areas or operations subject to the requirement:

(200) Adequate lighting will be furnished for box cars, trailers and other locations where materials are being handled by employees of the warehouse department.

(201) The newspapers agree to provide a healthful, sufficiently ventilated, properly heated and lighted pressroom, washroom and locker room in accordance with the Illinois Factory Inspection Laws.

(202) . . . Proper lighting and ventilation shall be provided for all enclosed working spaces. . . .

Eye and face protection. The illumination provisions may guard against gradual damage to the eye; more common are clauses protecting employees against immediate, traumatic eye injury, through requiring safety glasses, goggles, or shields covering the entire face. About 20 percent of the agreements, mostly in manufacturing, contain such clauses (see table 15). Many other agreements cover eye protection under a general requirement for safety equipment.

Without protective equipment, a high potential for eye injury is present in many operations in most industries. For example, wire splicers in the electrical utility and other industries would face danger from flying bits of excess wire they snip off, while welders,

in many industries, would be exposed not only to flying sparks, but to excessive glare and radiation. The protective clauses often, but not always, specify the operations requiring eye protection:

- (30) The company agrees to provide safety glasses for all employees whose work is of such nature that safety glasses are necessary. These glasses will be provided as required and replaced by the company when they have become unusable as a result of service, or broken while working on the job, or when changes in the employee's optical prescription makes new lenses necessary.
- (203) Suitable eye protection must be worn on any operations that present the possibility of eye or face injury. These eye protectors may be secured from your supervisor.
- (204) The contractor shall furnish welders all equipment, including helmets, gloves and sleeves. Any employee assisting welders shall be furnished flash goggles and gloves, and necessary tools to conduct their work safely.

Protection against noxious gases and dust. Numerous workers throughout industry come in daily contact with potentially harmful gases or particulate matter in the air they breathe. Depending on the type and concentration of the substance, length of exposure, and individual susceptibility, toxic emissions—chlorine, insecticides, lead and mercury vapors, silicates, asbestos, to name a few—may have effects ranging from slight, temporary ailments to serious, permanent disability or even death. Symptoms of illness sometimes appear only after years of constant exposure. Of course, critical concentrations of some gases, vapors, or dusts in the air also pose the threat of traumatic injury from fire or explosion.

Although toxic substances may be introduced into the body orally or through the skin, by far the most common route is inhalation. Various devices and procedures may be utilized to reduce employees' exposure to relatively safe levels. One or more such types of protection are cited by over 16 percent of the agreements examined, representing almost every major industry. (See table 16.)

The most common provisions in this group—over 60 percent of the protective clauses—require adequate fresh air ventilation in the work area.¹⁰ The supply of fresh air carries away or dilutes concentrations of dangerous substances. Some clauses require the ventilation in compliance with safety law:

¹⁰Excluded are references to ventilation not appearing in a safety section of the agreement and having no apparent safety function. Fresh air supplied to a respirator or other device, rather than to the work area, is discussed in the following section.

- (205) No man working under this agreement shall be required to return to the heading or blasting area in less than 10 minutes after firing a full round. (A longer waiting period may be required to allow time for clearing of the air by the ventilation system in accordance with the California or OSHA State Tunnel Safety Orders.) Whenever necessary, a secondary fresh air ventilation system consisting of Scavenger Fans, Venturi Airmovers or similar equipment shall be installed to insure adequate ventilation at the heading.
- (206) . . . Proper . . . ventilating systems shall be installed where needed and maintained in good working condition.

Somewhat less frequently found than ventilation provisions are those requiring respirators, dust masks, or other breathing devices fitted over the nose and mouth. These devices, often worn by spray painters, sand blasters, and asbestos workers, may be equipped with specialized filters to remove the toxic substances from the air, or with a constant, pumped-in fresh air supply. The clauses often did not describe the operations requiring the equipment:

- (207) The company shall continue to make reasonable provisions for the safety and health of its employees at the plant during the hours of their employment in accordance with the requirements of the law of Illinois and applicable Federal Safety Standards. Protective devices, wearing apparel and other equipment necessary properly to protect employees from injury shall be provided by the company, without cost to the employee, in accordance with the practices now prevailing in the plant or as such practice may be improved from time to time by the company. The company may make a fair charge to cover loss or willful destruction by the employee. Protective devices and wearing apparel now furnished [include] respirators
- (208) An approved type hood must be worn during all sand or shot blasting operations. If work is to be performed in a confined area or on material which produces toxic fumes or dust, a hood fitted with a constant fresh air supply must be used.
Respirators must be worn at all times while spray painting. If material being used is considered toxic, the appropriate filter type respirator or constant fresh air supply type respirator must be used.
- (209) The company shall furnish . . . dust masks

Approximately 15 percent of the agreements having the protective clauses provide for monitoring devices to determine the levels of toxic gases or harmful particles. These may detect the presence of substances normally absent from the air, as from leaking pipes or containers, or may determine if toxic substances normally present are in excess of threshold limits (maximum safe concentrations). A specific toxic substance such as carbon monoxide sometimes is mentioned:

(210) The . . . Safety Representative, appointed by the local union president . . . shall . . . work in conjunction with the Plant Safety Director toward the elimination or control of conditions hazardous to the health and safety of employees [and] measure noise, carbon monoxide and air flow, where necessary, with equipment provided by the company.

(199) . . . there shall be a gas meter or gas man on jobs constantly where there is a danger of gas or harmful fumes.

Constant exposure to even low concentrations of poisonous substances generally carries a greater risk than infrequent or intermittent exposure to the same or even higher concentrations. For this reason, employees in occupations subject to the hazard may be relieved or reassigned to other work, either at regular intervals or upon medical recommendation:

(204) No employee shall be required or permitted to work more than 1 hour at any 1 time while welding galvanized or doing lead burning without being relieved for at least ½ hour.

(211) When an employee is temporarily reassigned to another department, or to another job classification in a different area in the same department, as a result of the Medical Department's determination that his exposure to a toxic substance calls for such temporary reassignment, he shall receive for hours worked his regular rate of pay or the pay of the job classification or job classifications to which he is assigned whichever is higher, for a period of thirty days following reassignment or upon his return to his former department, whichever is sooner. The local parties may mutually agree to extension of the rate retention period.

In rare cases, the agreements refer to procedures for safely using, handling, and storing gaseous substances. The safety practices may be designed to protect against fire or explosion as well as against hazards from inhalation:

(212) All safe practice rules pertaining to the application or usage of a gas must be followed. Compressed gases in cylinders shall be stored upright and chained or otherwise secured.

Protective clothing. Clauses requiring employers to furnish protective clothing under certain circumstances appear in 21 percent of the agreements (see table 15), mostly in manufacturing. They are common in the primary metals and mining industries. Protective clothing, for this study, includes nonspecific articles of clothing mentioned in safety provisions, as well as specific items furnished workers engaged in hazardous operations such as welding, and handling acids or alkalis. Excluded are foul weather gear and employer

replacement or payment for employee's own clothing damaged by chemicals:

(124) At the time of hire or such later date as may be appropriate, employees covered by this agreement shall be furnished . . . appropriate clothing for the purpose of burning and welding, handling creosoted materials, acid, etc. as the nature of the work may require.

The employees shall be responsible to return same to the employer at the time of termination of employment or pay for same, less normal wear.

(213) Safety devices, wearing apparel and other equipment that the company considers essential for the protection and safety of its employees will be provided by the company in accordance with present procedure. Such devices, wearing apparel and other equipment do not include safety glasses, boots and shoes, hats and belts not presently furnished. The company shall make arrangements for proper cleaning and maintenance of all safety devices, equipment and wearing apparel that are subject to transfer from one person to another.

(214) . . . Any employee physically handling in substantial quantities hides, creosoted items, spun glass, lamp black, barbed wire, and acids, shall be provided with rubber or leather aprons and gloves

(187) Contractors shall help enforce agreement with reference to white protective uniforms. They are to be worn over regular street clothes for protection from toxic materials and are to be laundered twice a week or daily when applying sprays. Uniforms are not to be worn to and from work.

Gloves. Gloves are designed to offer limited protection against a wide range of hazards. They may be specialized to cope with the risks most often encountered on the particular jobs; for example, for chemical workers as protection against caustic or toxic substances, for electricians, to safeguard against electrical shock, and for sheet-metal workers, to protect from cuts and abrasions.

Protective gloves are required in 17 percent of the agreements studied (see table 15).

(215) Employers shall provide . . . adequate safety equipment, including gloves for floor workers who handle rabbits and other skins which require gloves.

(216) With respect to the Skilled Trades Department, a committee, represented by the union and the company, shall meet after the contract is effective to determine the extent that gloves shall be furnished, based on the following facts:

1. Gloves shall be furnished on jobs where excessive wear exists.
2. Gloves shall be furnished where it is hazardous to do the job without gloves.
3. Gloves shall be furnished where such heat exists that injury to the hands would result if no gloves were used

Safety shoes. While ordinary street shoes may be adequate for many occupations, additional foot protection is needed on certain jobs. Warehouse employees, for example, may risk foot injury while stacking boxes or moving materials with hand or powered trucks. Direct reference to furnishing and wearing safety shoes appears in 10 percent of the agreements. Although regular steel-toed safety shoes are cited most often, a few provisions require other special footwear, such as for work on hot surfaces, commonly associated with repairing industrial furnaces. Under terms of some agreements, employees must pay for or furnish their own safety shoes:

(217) All employees who now have at least 6 months of service will be provided with a pair of safety shoes by the company. Such employees will be eligible for a new pair of safety shoes beginning with the effective date of this agreement and annually thereafter.

New employees may purchase safety shoes from the company at a cost price, which cost will be refunded by the company after a period of 6 months of active employment. For the purpose of this paragraph, employees with less than 6 months of service will be considered as new employees.

The wearing of safety shoes at all times while at work is a requirement of employment. Where physical conditions of the employee make the wearing of safety shoes impossible, this provision may be waived on the approval of the company doctor.

(218) The union and the employer agree that employees are required to use all required safety equipment and all required protective clothing . . . Employees shall provide the following safety equipment: approved hard hats and steel toed shoes.

(199) When employees are required to work on hot work, the employer shall provide asbestos gloves, protective materials, wooden shoes or facsimile and a spell man for each employee employed on hot work.

Hearing protection. Noise pollution, like air pollution, is now recognized as a serious safety and health problem, both in and outside of industry. Almost everyone is at times exposed to excessively high noise levels – heavy traffic, jet takeoffs, loud stereos. In the work situation, employees in many industries endure steady or intermittent noise that approaches the level of the traditional boiler factory. In primary metals production, for example, noise accompanies the loading, unloading, and movement of heavy materials, and the operation of rolling and stamping mills. In mining, noise is inherent in ore loading and conveying, as well as in digging, drilling, and blasting operations. Even office workers are not exempt from noise pollution.

Exposure to excessive noise levels can cause temporary or permanent hearing loss, other bodily ills, stress, and loss of efficiency. By interfering with

communications, particularly warnings, noise can also lead to serious accidents.

Measures to protect employees from noise include devices to be worn in or over the ears, reduction in noise levels through, for example, installing sound-absorbing materials in walls and ceilings of factories or in truck cabs, or through technological improvements.

Direct reference to the problem of noise appeared in only a small proportion of the agreements (see table 15). Protection ranges from employer-supplied ear plugs to noise abatement programs:

(170) The company will continue its program of periodic inplant air sampling and noise testing under the direction of qualified personnel. Where the union co-chairman of the Safety Committee alleges a significant on-the-job health hazard due to inplant air pollution, the company will also make such additional tests and investigations as are necessary. A report based on such additional tests and investigation shall be reviewed and discussed with the Joint Safety Committee.

(17) The company shall continue to institute and accelerate noise control programs by reducing noise in all areas and equipment to a safe level with emphasis on engineering and technology.

(219) . . . Ear plugs will [be furnished] where needed in noisy areas [and] ear muffs where required. . . .

Falls. References to specific protection from falls usually appear in nonmanufacturing agreements. A number of step-plate provisions, for example, are found in trucking contracts designed to prevent falls on entering and leaving vehicles; and clauses referring to safe scaffolding, ladders, safety belts, or working alone above specified heights are found in many construction agreements:

(220) All equipment used as city peddle trucks and equipment regularly assigned to peddle runs must have steps or other similar device to enable drivers to get in and out of the body.

(150) Testing of ladders, scaffolding, swing stage, hoisting equipment and other such equipment, where the company deems advisable, shall be conducted by the Safety Engineers of the company at reasonable intervals.

(221) Employers shall supply safety belts approved by the State of California, Division of Industrial Safety, to all employees on suspended scaffolds from 4 stories up.

(222) On all swingstage or scaffold work on horizontal cables, employees must be provided with and required to wear, safety-belts, lanyards, proper rope-grips, attached to safety lines when necessary.

On all swingstage operations using 2 sets of rope falls, must be manned by 2 employees.

The employer agrees to furnish a journeyman who must be a qualified swingstage operator to watch a

swingstage which hangs suspended and/or where the ropes from such a swingstage comes into contact with an alley, street, conveyor or any moving objects other than pedestrians.

Falling objects. Clauses intended to protect employees against injuries caused by falling objects, e.g., tools or materials dropped by workers overhead, appear in about 10 percent of the agreements, but in much greater proportion in construction. Hard hats, usually supplied by employers, lead the list of protective items. A few clauses require temporary roofing or signs to warn of overhead danger:

- (64) Employers shall furnish hard hats and employees shall be required to wear same.
- (223) Contractors shall erect a proper shelter to protect engineers from the elements and danger of falling materials; roof of said shelter to be of sound planking not less than two inches in thickness. When the engine is set in working position shelter shall be built at once.
- (224) "Men Working Above" signs shall be posted at the lower levels by the employees working above other workmen who may thus cause them to be exposed to falling objects.

Guards and safety controls on machinery. Employees operating or working near moving machinery – power saws, shears, grinding wheels, punch presses, winches – face possible injury. The employee's hands may accidentally contact the moving parts, or clothing may be caught in the machinery, or the worker may be struck by materials thrown off by it. Direct contact with some stationary objects, as hot tubing or high voltage equipment, will cause serious burns and electrical shocks.

These dangers may be minimized by the installation of guards or shields around the dangerous parts, safety catches to prevent unexpected rotation of gears, two-handed or "dead-man" controls that automatically stop machine operation if a hazardous condition develops, or other similar forms of protection. Of the agreements examined, about 7 percent, widely distributed by industry, refer to these safety devices (see table 15). The clauses often caution employees against attempting to operate machinery with the devices removed:

- (225) All manually operated winches must have safety catches.
- (226) No employee shall use a grinder, cube machine, power saw or any equipment without safety guards. Any employee using the above equipment without safety guards shall be subject to disciplinary action, including discharge, without recourse to arbitration.

- (222) All sand pots used for blasting must be provided with a complete electrical bell signal system or dead man control valve at operator's hand.
- (227) Always use safeguards provided and under no circumstances remove a safeguard unless you are authorized to do so.

Protection from electrical hazards. Specific protection to minimize risks from electrical hazards appears in less than 5 percent of the agreements (see table 15). These may include general rules on using electrical equipment, grounding requirements, and prohibitions on electricians working alone on high voltage lines:

- (228) . . . All electrical driven equipment and leads shall be properly grounded.
- (229) Where it is necessary for employees to work on energized lines or equipment in excess of 600 volts, there shall be at least 2 journeymen on the job unless in extreme emergency involving immediate hazard to life or property. When it is necessary to work on lines of 4,000 volts or over during storms the section to be worked on shall be de-energized and isolated by opening any switches available for this purpose, and shall be temporarily grounded, and work shall not proceed until safety precautions customary under the circumstances have been taken. . . .

When a cable splicer is working in close proximity to energize conductors, in a pullbox, manhole, or vault, he shall be accompanied by a journeyman, lead cable splicer or foreman. . . .

Radiation. Since the sun itself emits rays which can cause sunburn and, in some susceptible individuals, more serious ailments, some hazard from radiation is inevitable, more so for farmers, sailors, construction workers, and others who work outside. A few collective bargaining agreements, while not mentioning radiation, offer some protection from natural sunlight through requiring, for example, sun umbrellas or enclosures on earth-moving equipment.

Protection against other forms of radiation, largely from industrial processes, is usually of more concern in the work environment. Ultra-violet and infra-red radiation, as emitted from hot surfaces during welding, or in glass and primary metals production, for example, may damage unprotected eyes and skin. The danger may be countered by protective clothing, goggles, or face masks. Provisions requiring this equipment, however, usually do not refer to radiation.

The 72 agreements that contain provisions referring to radiation protection most often allude to or specify ionizing radiation. This type of radiation is most commonly associated with the operation of atomic energy plants, mining of pitchblende and other radioactive ores, and procedures involving X-rays. Ionizing radiation presents a potential hazard to workers in many industries, through its use, for example, in detecting

defects in welds, forgings, castings, leaks in gaskets, and controlling thicknesses in steel, linoleum, and other rolling operations. Effects of overexposure can include skin cancer, leukemia, and sterility.

The clauses establishing protective measures often subscribe to standards endorsed by State and Federal agencies, and sometimes enumerate the various forms of protection—monitoring devices, physical examinations, personal hygiene, and rotation of employees to areas not exposed to radiation:

(230) At plants where devices which emit ionizing radiation are used, the company will continue to maintain safety standards with respect to such devices not less rigid than those adopted from time to time by the [Energy Research and Development Administration] and will maintain procedures designed to safeguard employees and will instruct them as to safe working procedures involving such devices. Where the company uses toxic materials, it shall inform the affected employees what hazards, if any, are involved and what precautions shall be taken to insure the safety and health of the employees.

(231) Each Technician and Mammography Technician assigned to X-ray work involving exposure to X-rays and other sources of irradiation shall be granted a maximum of 2 weeks' vacation with pay at the completion of each 6 month period of continued exposure; provided that such vacation which is in excess of that which the employee would be entitled to. . . shall be for reasons related to the employee's health, and that the vacation period which is in excess of that which the employee would be entitled to under the provisions of Section 1 above and that which the employee is entitled to because of working in the vicinity of sources of irradiation shall be nullified insofar as pay is concerned if the employee engages in X-ray work elsewhere. Those employees assigned to X-ray work prior to January 1, 1954 will continue to receive vacations in accordance with past practice. Radiation indicators will be supplied to those classifications of employees and will be checked periodically to prevent over-exposure to X-rays.

(232) . . . Radiation Exposure. All State and Federal laws and regulations governing radiation exposure shall be applicable under this contract.

The employer agrees to make available to the employee and the local union records of film badge exposure, which records shall provide a running total of each employee's radiation exposure weekly. The employer is responsible for assuring and providing accurate personnel dose monitoring equipment, and procedures including the film badge determination.

Showers shall be provided by the employer for the daily use of the employees exposed to radioactive contamination.

The employer agrees that no employee shall be exposed to whole body dose of more than 3000 MREN (MREN — 1/1000 of REM — Roentgen).

If an employee reaches his maximum exposure in any one quarter, he shall be offered employment in a cold or non-radiation or non-contaminated area for the balance of such quarter or the duration of the job, whichever is longer.

If an employee receives his maximum radiation exposure as set down by State and Federal regulations per quarter and he loses employment for this reason, the work lost or time lost for the duration of said job shall be reimbursed, providing said employee cannot gain employment elsewhere, this is to be determined by the local union.

The employer is responsible for proper scheduling of radiation exposure for each and every employee to comply with State and Federal regulations in each work assignment and shall provide all personnel and equipment, including health physics technicians necessary to control the amount of radiation received.

The employer is to provide records of the weekly running total of the amount of radiation received by each employee and to deliver same to each employee and to the local union office.

Fire protection. Fire is a potential threat in most work environments, and the risk is much greater where flammable substances are present in quantity, as in petroleum refining and storage, coal mining, and the production of textiles and apparel. Shipboard fires are of particular concern. Ships often carry flammable or explosive cargoes, and in event of fire at sea, the crew can neither run to safety nor expect immediate outside assistance. Over 10 percent of the contracts refer to prevention of fires (or explosions) or to procedures to follow in the event of a fire. (See table 15.)

Preventive measures may include ventilation to prevent buildup of volatile fumes, warning signs, and prohibitions on matches and other sources of ignition in danger areas. In some agreements, largely with the Ladies' Garment Workers, a volunteer fire warden is assigned to inspect for and eliminate fire hazards and conduct fire drills:

(233) When gasoline-driven mechanical equipment is used in any hold or tween-deck, a ventilator shall be provided; wharves will be properly ventilated.

(224) Sources of ignition shall be prohibited from areas where flammable liquids or explosives are stored or issued, and appropriate warning signs shall be posted at these locations.

(234) Loose matches must not be carried on board ship or docks, warehouses, under penalty of fine by law of union. No smoking will be allowed during working hours on dock, ship or warehouse.

(235) Each employer shall comply with all standards of sanitation and safety required by law. A volunteer shop fire warden selected from among the employees shall be authorized to inspect the work premises for safety purposes as recommended by the local fire department, to make form reports where these are called for, and to work with the employer and the local fire department for the removal of safety hazards. Semi-annual shop fire drills are to be held (preferably in March and September) in which workers are to leave the building or move into safety areas or fire towers as recommended by the local fire department. Workers hired in the

period between drills are to be instructed as to the location of all means of egress from the shop.

Fire drills, of course, are designed to train employees in their responsibilities in the event of fire. The drills may provide for orderly evacuation, or, as on board ship, active fire-fighting procedures. Clauses intended to minimize danger and damage in event of fire also include requirements for fire extinguishers and fire lanes allowing free passage of fire equipment:

- (182) Fire and Lifeboat Drills. Preparation for emergency drills, such as stretching fire hoses, hoisting and swinging out boats and so forth, shall not be done prior to the signal for such drill. Upon the completion of emergency drills all hands shall remain at their stations for the purpose of securing boats and gear. The signal to dismiss shall not be sounded until this has been done. While at their emergency stations members of the unlicensed personnel shall be instructed in their emergency duties by the officers who are responsible for emergency operations.
- (236) All trucks and warehouses shall have safety equipment required by law including fire extinguishers, pails, gates, elevators, first aid equipment, etc. The employer shall comply in all respects with OSHA. . . .
- (121) Aisles, fire equipment access, and other designated "clear" areas must not be blocked.

Hazard to fellow employees. Employees who ignore the safety rules or otherwise engage in unsafe conduct

may pose a threat not only to themselves but to other employees. Recognition of the need to protect employees from the unsafe acts of others appears in about 7 percent of the agreements examined (see table 15). Some of the clauses prohibit horseplay or other types of hazardous behavior; offenders may be subject to discipline or transfer. At times, an employee determined by physical examination to be a hazard to himself or to other workers may face termination of employment:

- (237) No employee shall perform any act which endangers himself or other employees.
- (238) Horseplay, wrestling, the throwing of materials and tools, and similar practices are prohibited.
- (239) It is recognized and mutually agreed that physical and mental fitness of employees to perform the work required of them is essential to the welfare and protection of both employer and employees. Therefore, the company may discontinue the employment of any employee found to be physically or mentally unfit, or whose continued employment may, in the judgment of the company, be deemed hazardous or burdensome to the company, the employee or his fellow employees. In order to determine such physical and mental fitness of each and every employee, the company shall have the right from time to time to require physical examinations of each and every employee by a reputable practicing physician of its own choice and take such action on the finding and report of such physician as may be deemed advisable. . . .

Chapter 5. Occupational Illness and Related Provisions

The terms "safety" and "health" are closely related, but not synonymous. A survey might show that, to most people, "safety" connotes protection from injury, while "health" connotes freedom from sickness and disease. In a time frame, injury may be regarded as more immediate, and illness as more gradual. Attempts to separate these two concepts completely, however, run into difficulties. In agreements, the more general clauses often use the terms safety and health together and do not define or emphasize either. Some, in fact, may use either term alone with intent to describe both concepts. A true "safety" provision is perhaps best illustrated by such specific clauses as those intended to protect employees from falling, or those requiring guards on machinery. Specific protection of health, from radiation or toxic gases, for example, is less clear cut, since sudden and severe exposure to these hazards can result in conditions better described as injury than as illness. Clauses requiring protective clothing and gloves may protect from injury, illness, or both.

This chapter discusses provisions of several types that are more general, i.e., are not confined to protection from a single risk, and for the most part (although not altogether) emphasize the health concept—prevention or detection of occupational, communicable, and other illnesses.

Specific reference to occupational and contagious diseases

Of the large majority of the agreements that made at least brief reference to the subject of safety and health, relatively few directly refer to occupational or contagious illnesses or diseases:

	<i>Workers Agreements (thousands)</i>	
All agreements.....	1,724	7,868.0
Total referring to safety and health.....	1,607	7,197.4
Reference to occupational disease	220	1,211.4
Reference to contagious disease	58	373.4

The relative scarcity of provisions mentioning occupational illness in part may stem from the use of

more general terms; "disability" or even "injury" sometimes may refer to both injuries and diseases. Perhaps in larger part it may stem from a lack of knowledge. The knowledge and awareness of causes and prevention of occupational diseases is growing but still deficient in many areas, as evidenced, for example, by the recent discovery that Kepone manufacturing at a Virginia chemicals plant was responsible for widespread illness among plant workers and their families. Employers themselves may be reluctant in negotiations to acknowledge the possibility of job-related ailments, unless their existence is well documented. The clauses appear in many different contexts, and, although no precise categorization was made, they often refer to procedures following detection of the illness, and seldom refer to specific diseases:

(240) Employees who sustain injury while at work or become affected by an occupational disease as a result of their employment . . . and who are physically handicapped as a consequence thereof should be assigned such available work as they are then capable of performing without regard to the seniority of any such employee. . .

(241) Employees who are not absent from work but who are required to receive treatment from the doctor for an occupational injury or occupational illness such as trichinosis, undulant fever and the like, incurred while employed at the plant shall be paid for necessary time during working hours needed for visiting a doctor, in the event that such visit cannot be made outside working hours.

(242) Any employee requiring a change of job because of an occupational injury or occupational disease arising out of or in the course of his employment and subsequently subject to the provisions of the Workmen's Compensation Act shall retain his rate of pay if transferred to a lower-rated job until the case is adjudicated under the Workmen's Compensation Act, or until six months after the accident, whichever is earlier. Thereafter, the employee shall be paid the rate of the job to which he has been transferred or to which he may thereafter be transferred.

Provisions referring to communicable diseases appear in only 3 percent of the agreements. These clauses generally are of two types: in one, the worker suffering from the ailment is not permitted to work, and in the other, predominantly in Bell System agree-

ments, a worker who may not actually have the disease but who is under quarantine is considered eligible for sick pay:

- (243) An employee upon return from sick leave will report to the plant nurse, who will make any examination which she thinks is necessary to determine whether the individual is sufficiently recovered to work safely, or whether a cold or other infection has subsided to the point where there is no longer danger of spreading infection to others.
- (137) An employee may incur immediate discharge without previous warning from the company for . . . harboring a contagious disease.
- (244) An employee required to be absent due to quarantine imposed by duly constituted health authorities shall be paid for such absence the amount, if any, that would be paid if the employee were sick.

Sanitation, good housekeeping, and personal hygiene

The installation and maintenance of proper sanitary facilities, along with good housekeeping and personal cleanliness are important factors in preventing or minimizing illnesses of many types. In the industrial setting, these measures not only help protect employees from occupational dermatoses and other job-related diseases, but also from bacterial and viral infections not directly related to the work. In some industries, such as food processing, cleanliness standards also protect the public.

Union-management concern in this area is evidenced in nearly 40 percent of the agreements examined (see table 17). Requirements for sanitary facilities and sanitation predominate, and most often are found in transportation and construction agreements. These clauses lend collective bargaining support to standards generally required by public laws, and often in fact refer to them. Typically, the clauses make the employer responsible for specific items—proper washing and toilet facilities and clean drinking water. Provisions may also make the employees responsible for keeping the facilities clean:

- (194) Sanitary and safety conditions shall be maintained according to Wisconsin and Federal laws, and if violation should exist, the instrument of arbitration would be invoked immediately.
- (236) The employer shall provide at all warehouses and terminals adequate lockers, toilets, wash basins, soap and accessories, towels, hot and cold running water and any other items required by law.
- (124) The employer agrees to furnish a supply of clean, pure and cool drinking water, either as running water or in a clean, covered container with spigot.

The employer shall furnish chemically treated toilets such as Sani-Johns or equal quality.

- (245) The company shall furnish and maintain safe and healthful sanitary working conditions and adequate locker accommodations. The employees will assist management to keep clean washing facilities and toilets.

While sanitation and sanitary facilities standards tend to apply to specific areas, such as washrooms, good housekeeping requirements usually apply more broadly, often to the employer's entire premises. Good housekeeping procedures require not only keeping the premises clean, but keeping them orderly. The procedures thus help to prevent both illnesses and injuries, by eliminating accumulated dirt, rubbish, and clutter in work areas and aisles that can harbor disease-carrying vermin, cause slips and falls, and obstruct passage of fire apparatus. The minority of agreements having housekeeping provisions commonly also charge employees with the responsibility for keeping their work areas clean and uncluttered. Production employees may be excused from housekeeping chores normally assigned to custodians or janitors:

- (21) All stairways, trucking aisles, fire doors, fire escapes, fire system valves, etc., must be unobstructed and accessible at all times. . .
Oils, ink, etc., must be promptly cleaned off floors to prevent slipping.
Spitting is absolutely prohibited.
- (246) Entire premises to be maintained in clean condition especially under sinks, in dark corners, etc. Suitable containers to be provided for holding rubbish, old rags, etc. Rubbage, disused or broken down machinery, furniture, etc., shall not be permitted to accumulate on the premises . . .
Cooperation between the workers and employer is necessary to maintain the workshop in a clean, sanitary, healthful condition. All engaged in the industry are morally obligated to assist in this work. Those acting in a detrimental manner should be reported.
- (247) 1. Each employee is personally responsible for maintaining neatness and orderliness in his own work area.
 - a. It is recognized and agreed that many employees are required to perform assignments in more than one area. In instances of this nature, the employee will leave the area in a neat and orderly manner upon completing his given assignment.
 - 2. Employees other than custodial are normally not expected to sweep the floors in the department. Employees are required to keep debris from under foot at their immediate work station.
 - a. Immediate work station is defined as that area where the employee performs his given assignment.
 - b. An employee's tool box and tool cart are considered a part of his work area.

- c. Cleaning of machines is not to include the following:
 - (1) Washing of machine.
 - (2) Cleaning requiring use of ladders or other related equipment.
 - (3) Cleaning out machine chip pans and chip pits.

Housekeeping in Electronic Areas shall be "responsible for normal good safety and housekeeping practices at assigned work area." This does not preclude the employee from participating in a general clean-up for visiting dignitaries as elsewhere in the plant. The employee will not be expected to sweep floors in Electronics.

Although personal hygiene is an important factor in health maintenance, agreements referring to the subject are rare. Some of these appear in the food processing industry, where it is particularly important to avoid contaminating the products. Generally, the clauses require employees to keep themselves and their clothing neat and clean:

- (248) It is agreed that all employees shall make an honest and conscientious effort to assist in the maintenance of a clean and sanitary plant and to take every precaution to prevent contamination of products. In this same connection, employees as a condition of employment, will keep themselves neat, clean, and well groomed and will wear clean work clothing.

Physical examinations

A key element in many safety and health programs is the company-paid medical examination. These examinations, particularly if given employees on a regular basis, not only can detect improvement or deterioration in known physical defects, but may disclose previously undiagnosed diseases or defects in their early and most remediable stages.

Provisions for company-paid physical (and rarely, mental) examinations appear in just under one-third of the agreements examined. They are most common in manufacturing contracts, and relatively rare in construction (See table 18.)¹¹ The terms of the provisions vary widely: Examinations may be required or optional with management, be given at regular or irregular intervals, or apply only to job applicants, to all employees, or to specified groups of employees, such as those regularly exposed to toxic substances

¹¹The scarcity of physical examination provisions in contract construction may be attributed to the temporary nature of most construction jobs. Employers may be averse to bearing the cost of physicals for short-term workers, and the workers, particularly older ones, may fear the examinations will disclose physical defects preventing their employment. Some construction agreements, in fact, state that no worker is required to take a physical examination as a condition of employment.

or those returning to work following leave of absence or layoff.

About 2 of 5 of the clauses provide, usually at the option of management, for an employee to be examined during or following a leave of absence for illness or injury, to determine fitness to return to work. About half as many clauses refer to examinations following layoffs or leaves for reasons other than disability, such as leave for union business:

- (249) Employees returning to work from a leave of absence due to sickness, accident, or pregnancy may be required to pass a physical examination by the employer before returning to work. Such physical examination shall be at the expense of the employer.

- (250) An employee who is unable to work because of a bonafide illness or disability, and who has reported this to the company, will be granted a leave of absence and carried on the rolls of the company for a period of time consistent with his length of service and nature of his illness or disability.

In the event that the employer believes that a leave of absence requested by an employee is longer than necessary, the employer may require the employee to submit to a physical examination by a physician who is selected and paid by the employer.

- (251) . . . If the employer has reason to question the physical status of an employee who has been on layoff for 3 months or more, he may require a physical examination in order to determine the employee's physical status at the time he returns from layoff.

- (252) Leaves of absence without pay shall be granted for . . . union business . . .

Not more than two employees temporarily assigned to the union's staff shall be granted one year . . .

Leaves of absence and extensions thereof may be granted for longer periods when justified, and the union shall be notified of same . . .

An employee must be physically able to perform his work upon return from leave, and may be required to undergo a physical examination by the company physician in order to make such determination.

Perhaps because the procedures for selecting new employees usually are retained as management's prerogatives, the number of negotiated provisions requiring job applicants to pass physical examinations is relatively small, and does not fully reflect the incidence of this requirement in practice. Rarely, a provision gives the union a right to review the examination system:

- (253) The employer shall have the privilege of requiring physical, mental and/or aptitude examinations of prospective employees. However, the union shall have the right of review of any such system instituted, as to its fairness and accuracy.

- (254) No prospective employee shall be accepted for employment nor for reemployment without passing a . . . physical examination at the company's expense when required by the company.

Clauses establishing medical examinations at regular intervals for active employees appear in only a small proportion of the agreements. Some of these provisions are brief, but others go into considerable detail. Occasionally, physicals are to be given more frequently with advancing age. Quite rare are provisions establishing a funded program and retaining a medical staff for the sole purpose of administering physical examinations:

- (255) The compulsory . . . physical examinations will be performed at six-month intervals in the First Aid Department while an employee is on shift. Blood samples for Wasserman testing will be taken at these times. The chest X-Ray will be made once a year, at the clinic, scheduled by First Aid, at the convenience of the employee on the way to, or from, work. No pay will be given for the time spent in getting the X-Ray.
- (256) The company will afford periodic physical examinations to its employees in order to aid them in guarding and improving their health.
- (257) Effective May 13, 1967, the company will improve its programs of physical examinations and provide examinations on the basis of the following schedule:

<i>Employees age</i>	<i>Examination</i>
50 years of age and over	Once a year
40 to 49 years of age	Once each 2 years
30 to 39 years of age	Once each 3 years
18 to 29 years of age	Once each 4 years
Cafeteria employees and lift truck operators	Once each year

- (258) **Medical Examination Plan**
It is agreed that a Medical Examination Plan shall be part of this collective bargaining agreement.
- (a) Effective July 1, 1974, employees with one or more years of seniority become eligible for the Medical Examination Plan and Follow-up program.
- (b) The purpose of the Plan is to provide the employees with complete periodic physical examinations by a professional medical staff for the purpose of detecting and diagnosing diseases and health disorders.
- (c) Examinations shall take place at the employees' job sites. For purposes of administering the examinations, movable vans appropriately designated and equipped for administering complete medical examinations shall be utilized. The vans shall be used to transport the necessary staff and equipment to the job site and shall serve as a place in which to conduct examinations.
- (d) Examinations shall be administered by a professional medical staff retained by the Joint Benefit Trust.
- (e) On Saturdays, holidays, and other general non-working days, examinations shall be conducted for spouse and children of employees eligible for partici-

pation in the Plan. Such examinations shall be conducted at centrally located points in the communities where the spouse and children reside. Cost for such examination, if any, shall be determined by the Trustees.

(f) Each company shall contribute to the Joint Benefit Trust Fund providing for this Plan for each and every hour worked and paid for pursuant to this collective bargaining agreement of the sum of 2½¢ per hour. Effective July 1, 1974, the contribution rate will increase to 3¢ per hour for each and every hour worked and paid for for the period of the Agreement.

(g) The examinations shall be given during the regular work hours of the employee where operating requirements permit, provided the employees shall not suffer a reduction in pay for reason of taking the physical examinations. All eligible employees who obtain medical examinations at times other than their individual working hours shall receive \$3.00 paid by the company provided they take the medical examination.

(h) Provided that facilities are available and the schedule permits, employees of companies not members of California Processors, Inc., shall be permitted to obtain a medical examination; and the independent trust shall be charged on a reasonable basis.

(i) Provided that the facilities are available and the schedule permits, spouses and children of employees employed by the companies signatory to the agreement shall be permitted to obtain a medical examination and the cost of such examination shall be determined by the Trustees.

In the event scheduling problems arise between the companies, the administrator and local unions, a joint committee composed of the Joint Benefit Trustees shall resolve such issues. Unresolved issues shall be subject to arbitration.

A large proportion of the clauses—over 40 percent—apply to active employees, rather than those returning from leave or layoff, but do not specify regular intervals. Some clauses state that management may require employees to take physical examinations at any time; often, the examination may serve as the basis for a management decision on transferring an employee to a less demanding job. Other clauses make no mention of the timing of examinations. This does not, of course, exclude the possibility of regular physicals, as for workers exposed to toxic substances. As with other types of clauses, these sometimes indicate the results of the examination will be made available to the employee:

- (259) The company may require employees to undergo a medical examination at the company's expense whenever there is a legitimate question as to an employee's physical fitness for his present or prospective duties.
- (260) The company may require an employee to be examined at any time by a company physician at the company's expense. If the employee is found to be physically impaired and unable to perform his normal job duties but is mentally sound and physically capable of less arduous duties, the company will attempt to transfer him to other work provided in the com-

pany's judgment such work is available and the employee is capable of properly performing such work. . .

(261) . . . Where tests or physical examinations of employees are required in connection with the use of hazardous materials and such tests or examinations show abnormal results the employees so tested or examined shall be advised of the results. The results of any such tests or examination will be made available to the examined employee upon his request.

Employees who are downgraded, prevented from working, or required to return to work against their wishes as a result of a company decision made on advice of the company physician may feel they have been treated unjustly. Many of the physical examination clauses describe the recourse available in this event. Usually, employees have the right to reexamination by a doctor of their (or the union's) choice, and to a third examination in event of disagreement:

(262) (a) Physical, mental or other examinations required by the employer shall be promptly complied with by all employees, provided however, the employer shall pay for all such examinations.

(b) Whenever an employee returns from work with a doctor's release following lost time from work, and the employer questions such return, the employer will make every effort to schedule an examination by its physician as soon as possible. In the event such examination is not scheduled within 48 hours following the employee's return, the employer waives its right to have such employee examined and he shall be returned to scheduled work.

(c) Examinations are to be taken at the time and place designated by the employer.

(d) The employer reserves the right to select its own medical examiner or physician and the union may, if in its opinion an injustice has been done an employee, have said employee re-examined at the union's expense. If the two physicians disagree, they shall mutually agree on a third physician whose decision shall be final and binding. The expense of the third physician shall be equally divided between the employer and the union.

Provisions relating to alcohol and drugs

The drinking or alcoholic employee presents, historically and currently, a major problem throughout industry. Within recent years, a similar but separate problem—that of the drug addict—has grown from minor to major proportions. These problem employees not only contribute to absenteeism and inefficiency, but, in a safety context, present a needless risk to themselves and fellow workers. Medical science now recognizes both alcoholism and drug addiction as diseases, originating from complex and often obscure factors. Although not termed occupational diseases, the illnesses may, in some individuals, develop out of tensions and frustrations encountered on the job.

The problems of alcohol, drugs, or both, receive attention in about 1 in 4 agreements covering a somewhat greater proportion of workers:

	Agreements (thousands)	Workers
All agreements.....	1,724	7,868.0
Total referring to alcohol and drugs	415	2,422.7
Discipline relating to use of alcohol	204	726.6
Discipline relating to use of drugs	4	5.7
Both	154	703.0
Rehabilitation program.....	53	987.3

In most instances the provisions deal with the problem in the traditional manner. The possession or use of liquor or narcotics on the job is proper cause for disciplinary action—commonly, discharge for a single offense:

(263) Violation of the following rules may be cause for immediate dismissal . . . Possession of or drinking any alcoholic beverage on company property at any time; reporting for work under the influence of liquor; possession of or use of illegal drugs. . .

(264) . . . Coming to work under the influence of alcohol or of any drugs, or bringing or attempting to bring alcoholic beverages or drugs into the plant, or being in possession of or consuming same on company property . . . will be cause for disciplinary action which includes discharge in proper cases . . .

(265) The employer or his agents are requested not to work any man who appears in an intoxicated condition or under the influence of drugs.

(121) The following employee conduct will be considered to constitute proper cause for disciplinary action: Reporting for work under the influence of intoxicants or narcotics, or consuming the same during the work day, or bringing intoxicants or narcotics into the plant. . . .

Although the dismissal of the offending employee usually solves management's problem, the measure may be more likely to aggravate than solve the employee's personal and family problems. This is recognized by a small number of agreements—predominantly with the Steelworkers and Auto Workers—that establish a program designed to rehabilitate addicted employees. Steelworker provisions generally are brief, while those with the Auto Workers go into varying amounts of detail on detection, counseling and referral:

(162) Without detracting from the existing rights and obligations of the parties recognized in the other provisions of this agreement, the company and the union agree to cooperate in encouraging employees afflicted with alcoholism or drug addiction to undergo a co-

ordinated program directed to the objective of their rehabilitation.

(266) In the negotiations leading to the new collective bargaining agreement, it was evident that we shared a deep concern about the alcohol and drug problems that exist throughout our society and are reflected in varying degrees in the employee work forces in our plants and offices.

We are both concerned with the destructive effects of alcohol and drug addiction, and recognize that such addiction also may impair the ability of the individual to perform an efficient and meaningful role in his family, in industry, and in society as a whole. We share the common conviction that it is more important to provide assistance to such afflicted individuals to motivate them to help themselves overcome their problems, rather than to rely solely on discipline.

Promptly following ratification of the new collective bargaining agreement, the respective local plant managements and the local union plant shop committees will meet to decide on the structure and operational methods of a joint program responsive to the needs of the alcohol and drug problem which may exist in the plant.

Any such program will incorporate a plant counseling approach with respect to employees with drug or alcohol addiction problems, to assure that genuine and sympathetic concern is demonstrated for persons so afflicted, and to explore the feasibility of arranging for consultations with competent medical professionals on these matters and to develop programs of detection, counselling and referral as are desirable to attain the most effective efforts in this area.

Guidance and assistance will be provided to the local plant managements and the local union plant shop committees through discussions between us at the International level as needed.

Chapter 6. Accident and Injury Procedures

During 1974, approximately 1 of every 10 workers in private industry experienced a job-related injury or illness; the incidence was much higher in contract construction and some manufacturing industries. Over one-third of these occurrences resulted in lost workdays, for a total of more than 31 million workdays lost.¹² During the year, occupational injuries and illnesses accounted for about 5,900 fatalities and numerous permanent disabilities. Almost all of the occurrences and time lost were attributable to injury rather than illness, in part because of the difficulty in establishing illnesses as occupationally derived.

Even the most comprehensive safety programs, most careful inspections, and most conscientious use of safety equipment cannot entirely prevent occupational injuries and illnesses. This is reflected by the many collective bargaining provisions that establish post-injury reporting, investigating, recording, treatment, and other procedures.

Accident reporting, investigating, and recordkeeping

A system for accumulating information and statistics on work-related accidents, injuries, and diseases can help reduce the number of occurrences, through identifying occupations and work areas needing greater safety protection. Recurring, in minor, hand injuries on a given job, for example, may point out a need for gloves and machine guards.

Provisions describing at least one of three steps in accumulating accident data—reporting, investigating, and recording—appeared in 27 percent of the agreements examined. (See table 19.) More than half the agreements in paper, rubber, primary metals, and transportation industries—all having above average accident and injury rates—contain such clauses. Although many agreements omit steps, some may be implied, e.g., an accident investigation clause suggests a reporting requirement.

Required reports of accidents, injuries, or illnesses¹³

¹²See *Chartbook on Occupational Injuries and Illnesses, 1974*, Report 460 (Bureau of Labor Statistics, 1976), pp. 2, 10, 23.

¹³The reported disabilities, particularly illnesses, may not always be job related.

are usually from the employee to the company's medical or management personnel, or from the company to the union or committee. The reporting requirement for employees sometimes appears in a listing of safety rules. Some clauses require reports of all accidents, and others only of accidents involving injuries or lost time:

(238) All employees who may be injured or become ill while on the job should report to their supervision immediately and to First Aid, and should follow the instructions of the trained attendant in charge.

(267) All accidents must be reported to your foreman, whether or not there is injury to someone or damage to material or equipment.

All injuries, no matter how slight, must be reported to First Aid. Notify your foreman, if possible.

(268) Promptly after the occurrence of any lost time accident to any employee within a plant of the company, the company shall furnish to the Workmen's Compensation Committee of the local union or to such other committee or representatives as may be designated by the local union a copy of the record of the initial visits to dispensary or to the doctor provided by the company and copies of accident reports required to be submitted to State Workmen's Compensation agencies.

In the West Virginia and Indiana plants covered by this agreement, the company will continue its present practice of making available to the union records of all accidents which occur within the bargaining unit.

(76) When an employee has an accident which results in lost time, a copy of the Employee Personal Injury Report describing this accident will be furnished to the appropriate union official.

It is impractical to conduct investigations of all injuries, including minor cuts and scratches. However, union, management, or joint investigations (often by a special committee) may be made of accidents involving a serious or fatal injury, or those that could have resulted in such injury. By determining the circumstances surrounding the accident, the investigators may be able to recommend or effect changes to prevent a repetition:

(269) Joint investigation [will be made] of all reported accidents, involving any employees covered by the

agreement which the accident prevention manager and/or the union representative feel should be investigated. The joint investigation committee will be composed of the accident prevention manager, one union representative (business manager, assistant business manager, or president of Local 245) and the superintendent (line, underground, etc.) or his representative of the department in which the accident occurs. A copy of the accident report for accidents that are jointly investigated will be furnished the union.

Joint investigation will be for the purpose of determining the cause of the accident and to suggest remedies for preventing reoccurrences. Suggestions are to be forwarded to the department head of the department in which the accident occurred. The department head is to inform the union, in writing, what disposition is made of the suggested remedies. Investigations are to take place within 3 working days following the accident. Accident prevention manager will be told wherein his authority lies. He may recommend action, and if his recommendation is not followed in the field he may carry his recommendation higher up to, and including the company president

- (270) Where an employee is involved in an accident, the employer may place such employee on notice, with a copy to the union that the accident is under investigation, and that any disciplinary action will be held pending completion of such investigation
- (271) Whenever the company appoints a special committee to investigate a serious accident requiring hospitalization or a fatal accident of any union employee, it shall request the business manager of the local union to designate a union representative to serve as a member of such committee.
- (92) The union may investigate any serious accident with its union committee and at its own expense and the management representative on the site will cooperate with the union committee. This shall not be construed to mean a joint investigating committee.

Keeping records or files of all accidents, injuries, and information gathered during investigations allows the safety committee or other safety officials to make a periodic review and to measure trends and locate problem areas. Some agreements only indirectly refer to permanent records through requirements that the employer furnish the union with periodic accident or injury data. While seldom mentioned in the agreements, records of work-related accidents and injuries are, in fact, required under OSHA for employers with eight employees or more. The records must be available to OSHA inspectors, and a summary posted in the workplace:

- (272) . . . The company agrees to abide by all safety and health regulations required by applicable Federal and State laws. The company further agrees to maintain all accident and health-hazard records, by Federal

and State laws and will provide Log 100 (log of injuries) and Form 101 (supplementary record) for review by the members of the safety committee on a monthly basis

- (85) . . . The company will notify the union of all lost time accidents as soon after they occur as is practicable. The company will forward a written monthly report of all lost time accidents to the Chairman of the Union Safety Committee.
- (273) Accident records shall be kept and maintained by the company and shall be made available upon request to the health and safety committee.

Medical facilities and personnel

The 1,724 major agreements include 492 that refer to medical facilities for treating employee illnesses or injuries (see table 20). Provisions indicating comprehensive treatment facilities such as a plant hospital or health unit appear in 335 agreements, largely in manufacturing. Such facilities generally maintain a separate treatment area, a fairly extensive stock of medical supplies and equipment, and may be staffed by registered nurses and a visiting or full-time physician to treat minor ailments and injuries and conduct physical examinations:

- (185) Ship's hospital shall be supplied with furniture and equipment as required by the code of Federal regulations; shall be always ready to receive sick or injured patients; and shall not be used for any other purpose except that the hospital may be used to house crew personnel when their quarters are being painted or repaired at sea. The hospital shall not be used as a storage area except for hospital supplies.
- (210) The company will maintain a medical department, properly equipped and staffed and under the direction of a full-time licensed physician. All nurses employed in this department will be graduate nurses. A nurse will be assigned to any shift when there is a total of 200 or more hourly-rated bargaining unit employees on duty.
- (274) The company shall provide and maintain adequate medical services for the treatment of employee occupational injury or illness at no cost to the employee. Further, the company will maintain on all shifts an emergency first-aid station and a trained attendant to take care of employees in case of accidental injuries.

A lesser number of clauses (128), mostly in non-manufacturing agreements, provide only for first-aid kits or similar equipment. Many of these additionally establish inspection and restocking procedures:

- (275) The employer shall at all times have on the premises an adequate supply of first-aid equipment.

(276) The employer agrees to furnish and maintain a first-aid kit in a designated place and to check said kit monthly to replenish any needed supplies.

(277) All job sites, trucks, gang boxes, and shops shall be equipped with first-aid kits comparable to the manpower involved.

A few clauses, mostly in construction agreements, do not refer to treatment facilities on the premises but instead specify outside facilities to be used; some of these require that the name, address, and telephone number of such facility be posted:

(278) The employer shall, before beginning work on any project, make arrangements for ambulance service and medical doctor, posting telephone numbers of said ambulance service and medical doctor on the job site.

(131) The employer will . . . have posted at the job site the name, address and telephone number of a nearby doctor and hospital.

In a few clauses mentioning medical facilities, it was not possible to determine their nature or extent. Many of the agreements are entirely silent on the subject of medical facilities and personnel. As with many other subjects, it is likely that the infrequency of such clauses does not reflect actual practice, and that some type of first-aid facility is available to most workers covered by the agreements under requirements of public laws or the employer's pledge to provide safe working conditions.

Provisions in 20 percent of the agreements, largely in manufacturing, refer to the personnel assigned to care for employees who are injured or become ill at work (see table 21). Of these, about 2 of 5 indicate a trained nurse will be on duty, and a lesser proportion specify a physician. In some instances it is not clear whether the clause refers to full-time or "house" doctors or to visiting physicians. These trained personnel often are not required on shifts where only a small number of employees are at work:

(127) The company will provide adequate medical service for the protection of the safety and health of its employees. A trained physician will normally be available during the day shift and a nurse on off-shifts where the number working makes this appropriate. In other cases first aid service will be rendered through the Plant Protection Department.

(260) The company agrees to follow its present practice of having doctors and/or nurses in the dispensaries and if, in the company's sole judgment, additional doctors and nurses are required, the company will supply them.

In some clauses, the treatment is to be administered by employees (generally members of the bargaining

unit) who are trained in first aid. The specific training requirements may be cited:

(279) There shall be one steward on each contractor's job or shift. Any employee acting as steward shall have completed a "First Aid to the Injured" training course as offered by the American National Red Cross (or equivalent). Or in lieu thereof, he shall enroll in such course at the earliest opportunity when offered through the Construction Advancement Foundation. The steward shall take care of all injured employees and accompany them to their homes, doctor's office or hospital without losing any pay or having any deduction therefor.

(280) The company shall continue to equip and maintain a first aid supply kit with all necessary first aid supplies to perform any emergency treatment which may arise from an employee's work for the company. The company agrees to have a man from the quarry and a man from the plant trained to perform first aid work.

(281) . . . The company shall have in its employ a person possessing at least a Red Cross certificate as being competent in first aid who shall be on hand at all times when a crew is working. Such person may have other duties. The other duties shall not interfere with rendering first aid to an injured person.

The person or persons assigned to care for the disabled employee sometimes is identified without reference to level of medical training. Most such clauses are found in construction agreements, which commonly assign the steward the responsibility of either caring for the sick or injured employee or seeing to it that the employee receives proper care:

(282) When an employee is injured in the shop or on the job, the steward shall take charge of the employee and see that he is given first aid in the employer's office and if seriously injured, taken to the hospital or to his home. The steward shall make a complete report of the accident to the employer and the union

A number of clauses indicated treatment, but did not specifically identify the person responsible or the level of training:

(121) Report all injuries immediately, no matter how slight, to your foreman who will send you to First Aid for treatment if required. Cuts or scratches can become infected unless properly cared for.

Of the 334 agreements referring to accident treatment personnel, only 69 mention compensation of employees while so assigned. (See table 21.) Mention of compensation is infrequent largely because most clauses assign the duty to doctors, nurses, or other persons outside the bargaining unit. All but six compensation clauses appear in construction agreements.

The steward or other employee normally receives the full straight-time rate during the assignment, although a few clauses limit the period subject to compensation:

- (283) . . . Loss of time in caring for sick or employees injured on the job site shall be paid for by the employer in an amount not to exceed 3 hours at straight time.
- (284) The steward shall be allowed reasonable time during a working day to see to it that a fellow employee who is injured or becomes ill on the job receives the proper attention, and the said injured or sick member's personal property is properly secured.

Compensation for job-related injuries

Most of the agreements examined (60 percent, distributed among all major industries) provide occupationally disabled employees one or more of various types of compensation, either unavailable, or available only to a lesser extent, to employees disabled off the job. (See table 22.) Such compensation also is in addition to any benefits received under workers' compensation laws.

Frequently, provisions require the company to continue, for a short period, the regular pay of an employee who is deemed unfit for duty and sent home following an injury. The period almost always is limited to the remainder of the employee's workday. Injured employees who are adjudged fit to return to work may be paid only for the time lost in visiting a doctor's office:

- (285) An employee who receives an injury at work and who because of such injury is not able to complete that shift will receive pay for the regular shift-hours which would normally have been worked by such employee that day. Such pay will be based on the employee's hourly day-rate, plus the shift bonus in those cases where the employee is assigned to the afternoon or night shift.

Should the injury not be serious enough to keep the employee away from the entire shift, he will receive pay for the time spent going to and coming from the doctor. The doctor or the authorized first aid attendant shall be the judge as to whether or not the employee can return to work.

- (286) It is agreed that each employee shall be paid at his average straight-time rate for time lost because of having to leave the factory to receive treatment of any injury he has received on the job, providing it is determined by the attending doctor the employee is able and shall return to work within the same day. If the injury is received at such time of day that it shall be impossible for the employee to return before the regular quitting time and reports for work the following morning, he shall receive payment for time lost between the time he left the factory and the regular quitting time.

- (287) Any employee sent by the First Aid Department to a doctor outside the plant because of occupational injury or occupational disease suffered in the course of his employment on any day shall, if he is unable to report back to work the same day, be paid at his regular rate for the remainder of that day; but if the employee is able to report back for work the same day (and the doctor's advice on this point shall be final if a dispute arises), then the employee shall be paid only for working time lost between the time he left the plant and the time he should have returned to the plant.

In addition to provisions continuing wages on the day of injury, many clauses provide longer term benefits to active employees. Often, employees able to work following the date of injury are paid for time lost in subsequent visits to a doctor's office. Eligibility, however, sometimes is limited to doctors designated by the company. Some clauses also allow pay for time lost during working hours for appearances in Workers' Compensation Court:

- (132) When an employee sustains an industrial injury and the attending physician recommends that he not complete his scheduled hours during which the injury occurred, he will be compensated for the difference between the hours actually worked less than 8, and 8 hours, at the straight time hourly rate.

Any employee who has been injured and needs immediate medical attention will be assisted by the employer in obtaining such attention.

If the employee who has sustained an industrial injury is required to visit a doctor and cannot be scheduled at a time outside his normal shift hours on any day following the day of injury, he will be compensated for the time between the time he leaves the plant and the time he returns to the plant or until the time his shift ends, whichever occurs first. Such compensation shall be computed by multiplying the time elapsed by his straight-time hourly rate.

- (288) Employees who require medical attention as a result of injuries sustained on the job shall be paid for time lost while visiting the doctor's office. In the event the appearance of such employee is required at the Workmen's Compensation Court in connection with injuries sustained on the job, he shall be paid for the time spent in court, provided the employee is working at the time of such appearance and is not paid by the Workmen's Compensation Bureau, or collecting State Disability Insurance.

- (289) Any employee injured on the job or shop to the extent of requiring a doctor's care and which injury prevents him from working, shall be paid a full day's wages for the date of injury and for time lost for subsequent visitations to the doctor, designated by the company, during the workday while on the job or in the shop. Payment for visitations to the doctor will be made only where necessary and upon presentation of a certificate from attending physician and when the employee does not abuse the privilege of this provision. However, if the employee visits a doctor of his own choice for subsequent visitations

and time is lost during the workday while on the job or in the shop, the employee will not be paid for such time lost.

Another type of provision, available to employees unable to work following injury, requires the company to pay employees the difference between their normal earnings and their workers' compensation insurance benefit for a specified period:

- (290) Any employee qualifying for weekly workmen's compensation benefits as reimbursement because of time lost from work shall receive from the company a supplementary payment in an amount necessary to bring each such weekly benefit paid to the amount for which the employee's regular pay would qualify him or her under the A&H plan; such supplementary payments to be paid for each week that the workmen's compensation benefit is paid up to but not to exceed 13 weeks.

The agreements in the maritime industry sometimes refer to payments to crew members who are disabled on the job, as required by maritime law:

- (182) Crew members who are entitled to maintenance under the general maritime law doctrine of wages and maintenance and cure on account of injury or illness incurred in the service of the ship shall be paid maintenance at the rate of \$8.00 per day, with payments to be made once weekly.

Quite often, the agreement accords employees who are away from work with long-term occupational disabilities favorable terms with respect to vacation and holiday pay during the period of disability. These clauses usually specify that the time off due to the disability will be counted as time worked in determining the employee's eligibility for the benefit:

- (291) In cases of employees with one year of service or more, time off due to occupational injury, jury duty, vacation and layoffs totalling 30 days or less shall be considered as time worked for purposes of the vacation benefit. Leaves of absence up to a total of 60 days will be considered as time worked for purposes of vacation benefits.

The contract sometimes provides for a personal or "red-circle" rate to an employee able to work, but whose industrial disability requires a transfer from the regular job to one less demanding and thus carrying a lower rate. Usually, the worker continues to receive the former rate, or an intermediate rate, for a specified period, or until able to resume regular duties:

- (257) An employee temporarily incapable of performing his regular job as a result of an industrial accident shall be paid his regular rate while he is performing other work during the temporary reassignment. It is

understood that the company will not make work for such employees.

- (162) This letter will confirm our understanding concerning the concept of rate retention for employees who are unable to perform their normal job duties as a result of an industrial injury. Such an employee who is temporarily placed on a light duty job which is lower rated than his normal work assignment, or who is permanently assigned to a job which is lower rated than his normal work assignment, shall retain the rate of his normal work assignment for a period of 6 months.

Leave and transfer rights

Among the most frequently found provisions are those dealing with employee leaves of absence for disability or other reasons. The terms governing sickness and disability leaves often specify a maximum leave period. While extensions may be granted, based upon medical evidence of continuing incapacity or by mutual agreement, employees unable to return within the period or extended period allowed may lose seniority and job rights.¹⁴

In nearly 20 percent of the agreements, mostly in manufacturing, the leave terms accorded employees with occupational disabilities are liberalized, providing for leave periods, extensions, or continuation and accumulation of seniority beyond those available to other disabled workers (see table 23):

- (292) A leave of absence from work for a period of one year shall be allowed in the case of physical disability and this one year period shall automatically be extended for a period of an additional year where the employee's disability is the result of an injury or occupational disease sustained at work for the company. Further extensions may be made only upon mutual agreement between the company and the union.

- (261) An employee who receives Workmen's Compensation payments shall accumulate seniority during the period covered by compensation payments. If, at the end of such period, he is physically unable to return to work on his classification or on another classification to which he might be eligible for transfer, he shall accumulate seniority for an additional period not to exceed 3 years, during which he shall furnish satisfactory evidence of continuing disability.

An employee who is off work because of non-factory injury or illness, shall accumulate seniority for a period not to exceed 2 years from the first date of his absence. During this period he shall be subject to layoff and recall according to his seniority.

- (142) A leave of absence for illness or disability for a period of up to 1 year will be granted by the company. If

¹⁴See *Major Collective Bargaining Agreements, Administration of Seniority* (BLS Bulletin 1425-14), Chapters V and VI, for a discussion of modification and loss of seniority related to leaves of absence.

the employee's absence will continue beyond such 1-year period, up to an additional 1-year will be granted upon submission to the company of a statement from the employee's doctor indicating that the employee will be able to return to work within such additional 1-year period. In unusual situations, consideration will be given for an extension beyond such additional 1-year period upon presentation of medical evidence that the employee will be able to return to work. . . .

In no event will an employee be granted a leave of absence, including any extension thereof, for a period in excess of the employee's service at the time he starts the leave of absence.

Employees on sick leave due to work connected injury or illness may be continued on sick leave beyond their length of active service at start of leave, but they will not receive holiday pay in that portion of leave that exceeds their length of active service.

Of the 1,724 agreements, over 25 percent allow employees who are unable to do their regular work because of disability to transfer to jobs in keeping with their diminished capabilities. (See table 23.) Although the utilities industry has the highest proportion of agreements with such clauses (72 percent), as a rule they are far more common in manufacturing than nonmanufacturing agreements. Two-thirds of the provisions (covering, however, only 40 percent of the workers) apply to employees whether disabled on or off the job. Various limitations may apply: The employee's right to transfer often depends on the availability of suitable work, or requires a specific minimum length of service or joint union-management approval:

(293) In the event an employee becomes unable to perform his/her normal duties because of partial mental or physical disability, whether compensable or not under the Workmen's Compensation Act, the company will attempt to provide him/her with work, provided the disability was not sustained in violation of the company's rules or by the misconduct of the employee, and provided such work, as the incapacitated employee can satisfactorily do, is available. Such employee must be capable of performing, and shall perform, the work to which assigned.

(294) Employees having ten years' plant seniority who are disabled by non-occupational accident or disease may be awarded a job which they can satisfactorily perform if they are restricted by the Industrial Relations Division and if such job is held by an employee with less plant seniority.

Employees disabled by occupational accident or disease or disabled while on military leave may be awarded a job which they can satisfactorily perform if such job is held by an employee with less plant seniority or with less than five years' seniority. . . .

(295) Any employee who has been physically incapacitated at his regular work by injury or compensable occupational disease while employed by the company will be assigned a job which in the company's judg-

ment the employee is able to perform. Such employee, however, shall not displace more senior employees.

In other cases of physical incapacity which involve any employee such employee will be assigned a job he is able to perform in any equal or lower rated job classification without regard to job request. Such move will be by agreement between the company and the union.

The remaining one-third of the provisions limit transfer rights to employees with job-related disabilities, sometimes making an exception for veterans disabled while serving in the Armed Forces. Rarely, a clause limits transfer rights to employees whose handicap would cause difficulty in obtaining other employment:

(296) An employee who has received injuries or contracted an occupational disease as a result of working for the company and is unable to work his regular job may be placed on an available established job acceptable to him which he is physically able to perform in line with his seniority and qualifications.

(297) Any employee receiving a compensable injury or occupational disease while employed by the company or injured while on leave of absence in the Armed Forces of the U.S.A., to the extent which prevents the performance of regular duties, may be transferred to any work in the plant which he or she can do without regard to position on the seniority list. The plant physician will be the deciding factor in determining persons in this category. It is intended this section apply only to employees whose injuries are of such nature as to constitute a handicap preventing them from obtaining work elsewhere due to such injuries.

Many of the transfer provisions stipulate that injured employees may return to their former jobs upon recovery. The right of return may be limited to a specified time period:

(72) . . . At such time as the downgraded employee presents evidence acceptable to the company that he has recovered sufficiently to perform the work of the classification from which he was downgraded, he will be returned to the classification precisely as though he were returning from a leave of absence, provided that such return occurs within 12 months following his downgrading, and provided that he has sufficient seniority to displace the youngest employee then in that classification.

Clauses protecting occupationally disabled workers from transfers to jobs for which they are unsuited, or from layoff or discharge, appear in 111 agreements, mostly in manufacturing (see table 23). The provisions dealing with transfers usually are to protect the worker from further transfers following assignment to work he or she is capable of doing. The job may be excluded from the seniority system, and no senior employee may then exercise seniority rights to "bump" the disabled

worker. The employee may also be protected from an application of seniority that otherwise might result in layoff, or prevent reemployment:

(166) The union and the company may by mutual agreement negotiate rules of procedure whereby disabled or handicapped employees may be assigned to and retained in jobs they are able to perform without regard to . . . seniority.

(298) Any employee who is unable to perform his regular work because of occupational disease or injury may be employed by the company at other work in the plant which is available and which he is able to do, and every reasonable effort shall be made by the company to find such employment for him. In the event of any layoff, such employee may be retained regardless of seniority and shall be exempt from the seniority provisions of this agreement in that respect. The company will notify the union in case it retains any employee in accordance with the provisions of this subsection out of line of seniority, and the propriety of such retention may be questioned by the union. The incapacity referred to herein must be such as to sub-

stantially prejudice the employee's opportunity of securing other employment.

(299) Notwithstanding any other seniority provisions of this agreement, the company will endeavor to reemploy former employees having serious service-connected disabilities on a job within the employee's seniority unit suitable to such employee's capacity and ability; and when such former employee has qualified for the job to which he is so assigned, he shall thereafter be given special consideration at time of layoff.

Some clauses do not refer to protection from undesired transfers, or other workers' exercise of seniority, but rather state the employer's obligation that employees will not be laid off or dismissed because of their disabilities:

(300) An employee who is able to work after an industrial accident shall be reinstated to his former job provided he is qualified to perform the job. No employee shall be discharged or laid off, or, if he is able to work, refused reemployment, because he suffered an industrial accident or because he is under a doctor's care.

Chapter 7. Hazard Pay

Employees who, on occasion or sometimes on a regular basis, are called upon to perform work entailing an unusual degree of risk, often are paid a negotiated premium to compensate for the added danger. For example, a construction worker who receives the journeyman rate for work at ground level may be paid a differential for the same work at heights where a fall could result in serious or fatal injury. Although not safety and health provisions, the hazard pay clauses are in a related area—the acceptance of risk in exchange for money. An unacceptably high probability of injury would, of course, preclude such exchanges, but in practice, employees who work cautiously and use safety devices may face little additional danger, and feel the exchange is to their advantage.

Hazard pay rates

About 15 percent of the agreements, principally in construction, establish separate hazardous duty differentials. (See table 24.) Some additional agreements incorporate hazard pay directly into the regular pay scales, but these cannot be accurately enumerated. Approximately 4 out of 5 of the clauses establish cents per hour differentials and the remainder establish the premium as a percentage of regular straight-time pay.

More than one-third of the provisions set a single rate applying to whatever conditions are specified. Although the rate usually is 25 cents or less per hour, much larger amounts are cited for certain conditions, as flight duty:

- (301) Any employee required to work while suspended by rope or cable at a height of 30 feet or more from the ground, water or other structural level, shall be paid 25 cents per hour for each hour or fraction thereof so worked.
- (302) Any employee performing pressure welding over 600 p.s.i. operating pressure shall be paid at the rate of 15 cents per hour over and above his prevailing rate while performing such welding.
- Any employee required to be sealed in a tank for testing purposes shall be paid at the rate of 15 cents per hour over and above his prevailing rate while sealed in such tank.

- (303) An employee who is designated by the company to spend time in flying, which includes in the performance of his duties the adjusting, recording and operating of equipment during flights, will be paid for such flying time at the rate of \$5.00 per hour. Such amount shall be in addition to earnings based on the employee's basic hourly wage rate. A minimum of 1 hour's flight pay will be paid for the first ascension on any calendar day. For additional ascensions on the same calendar day, flight pay shall be at the rate specified above computed to the nearest one-tenth of an hour.

About 45 percent of the provisions apply varying rates depending on the type of risk or the degree of potential hazard associated with one type of risk. The rate often varies with increasing height for work above ground, and with increasing air pressure for work in tunnels or under water. Limits sometimes are placed on the time employees may be exposed to the risk:

- (304) Men working on a swinging stage or boatswain chair, or working in a life belt under hazardous conditions comparable to that of high scaling, or supported by a life belt off a line or block and tackle shall receive 25 cents per hour above classified rate in 2 hour increments. This provision does not apply to high scalers except when using pneumatic tools.
- Men handling exposed creosoted materials or charred materials, or applying corrosive enamel or equal, or handling unprotected glasswool, or where full face mask or special safety equipment is required, shall receive 25 cents more per hour than classified rate in 2 hour increments.
- Where hazard is equivalent to shaft excavation on cofferdam work, there shall be a 15 cents per hour premium on all classifications.
- (305) It is hereby mutually agreed by both parties that work on chimneys shall be done at a higher rate of wages than those specified herein. Should a job arise involving work on chimneys not covered in the rates listed in Section 2, a meeting shall be called, at which time the hours of work, as well as the rate of wages shall be set and agreed upon by the [union].
- A rate differential shall be paid for all work on chimneys as follows:
- | | |
|-----------------------------------|----------------------------------|
| From base of chimney column up to | |
| 25 ft. | 25 cents per hour over base pay. |
| From 25 ft. to | |
| 50 ft. | 50 cents per hour over base pay. |
| From 50 ft. to | |
| 75 ft. | 75 cents per hour over base pay. |

- From 75 ft. to 100 ft.\$1.00 per hour over base pay.
- From 100 ft. to 150 ft.\$1.25 per hour over base pay.
- From 150 ft. to 200 ft.\$1.50 per hour over base pay.
- From 200 ft. to 250 ft.\$1.75 per hour over base pay.
- From 250 ft. on\$2.00 per hour over base pay. (excluding foundation of chimney)
- On demolition work on chimneys: in excess of 10 ft.50 cents per hour over base pay.

(306) The maximum daily period to be worked in compressed air in any 24 hour period shall depend upon the degree of pressure and shall not exceed the hours shown in the following table:

<i>Air pressure</i>	<i>Maximum hours per day</i>	<i>Amount in addition to base rates (not accumulative)</i>
0 lb. but less than 16 lbs.	4	—
16 lbs. but less than 26 lbs.	4	—
26 lbs. but less than 31 lbs.	3	\$2.00
31 lbs. but less than 36 lbs.	2	\$2.50
36 lbs. but less than 41 lbs.	1½	\$3.00
41 lbs. but less than 46 lbs.	1	\$3.50
46 lbs. but less than 50 lbs.	Emergency Emergency	

A small proportion of the clauses set the premium as a percentage of the straight-time or base rate. Most commonly a 50- or 100-percent premium is stipulated—in effect, establishing a time and one-half or double-time rate:

- (307) A. It is the intent of this section to provide premium pay when the nature of the job requires:
1. In addition to clothing normally worn, additional protective clothing prescribed to protect the entire surface of the body; and
 2. An outside source of breathing air, or a self-contained generator for oxygen or air, or a tank of air, or a respiratory device developed to be used in lieu of the foregoing. Supervision and Health Physics shall determine when such equipment is required.
- B. When the use of such equipment is required, a premium of fifty percent of the employee's base rate shall be paid, based on actual hours only, from the time the employee is completely outfitted and begins work until such time as the suit is removed.

C. This section is not intended to provide premium pay for performing work in pressure suits or equivalent equipment when such equipment is required for the protection of the material, not the man; i.e., the potential risk to the man would be no greater if he performed the job without the pressure suit or special equipment.

- (308) Handling, transporting dynamite and other explosives shall be deemed penalty time. Boat crews carrying explosive material shall be compensated at double time the regular rate of pay for those hours in which they are engaged in handling of same.
- (309) Foreman, linemen, equipment operators, apprentice linemen and groundmen while actually working on steel towers, or on steel tower type substations as defined in [this agreement] and performing the work as therein specified or while actually working at a point 65 feet high or over on poles, shall receive 1 and ¼ times their regular respective rates of pay. Any employee engaged in painting line structures (towers, steel or wooden poles or supports) shall receive a wage for the time actually so worked at a rate of not less than the regular journeyman lineman's rate.

Conditions for hazard pay

The hazardous duty pay provisions establish a premium for some hazardous conditions much more frequently than for others (see table 25). While this to some extent may reflect the frequency with which certain risks are encountered, this is not certain, since pay for various risks may be incorporated into and concealed within the regular occupational pay structure. The clauses often cite several risks. By far the most common single hazard covered is that of falling:

- (310) It is agreed and understood that painters will receive a 15 cent per hour premium when assigned to "swing stage" work. . .
- (311) Men working on industrial fume stacks, silos, storage elevators, water towers, or structures similar in design or purpose over fifty feet in height shall be paid \$.25 per hour in excess of the base wage rate for each additional twenty-five feet in height. Said premium shall be considered part of the base wage rate when it applies.
- (312) Carpenters erecting or dismantling scaffolding of any type more than 25 feet above base of scaffold shall receive 25 cents per hour above the regular scale of their classification.

Other conditions commonly associated with hazard pay include working with toxic acids and chemicals, underground, or under compressed air or with compressed gases. These provisions often imply, but may not mention, a risk of fire and explosion. The clauses sometimes indicate a hazard is as defined by a public agency:

- (313) All carpenters working with creosoted or other toxic

materials shall receive 25 cents per hour more than the scale of wages. Toxic materials shall be interpreted as materials which contain any treatment to preserve same and which will cause irritation of the skin or other parts of the human system and defined as toxic by the Ohio State Industrial Commission.

- (314) All maintenance personnel assigned to underground maintenance work shall be paid 10 cents per hour more than the rates shown herein.

All maintenance personnel assigned to work from the "bullet" inside a ventilation shaft shall be paid \$1.00 per hour more than the rates shown herein for hours actually worked inside the ventilation shaft.

- (315) Where workmen are required to work under compressed air in excess of five pounds above normal atmosphere pressure, or in areas where injurious gases, dust, obnoxious fumes or spray painting are present in amounts necessitating use of gas masks or respirators, they shall be paid a hazard bonus of $\frac{1}{2}$ the straight-time rate of pay.

- (316) All men working in creosote treated material, greases, tar or acid, or working in pits, tunnels, tanks or other enclosures where gases are prevalent shall receive 15 cents per hour premium pay.

Appearing less frequently are premium pay clauses specifying dangers from fire or heat, explosion, radiation, or electricity. As with other hazard pay provisions, these clauses often specify types and degrees of hazards within the more general category. Extra pay sometimes is required for work under either excessive heat or cold:

- (317) All personnel assigned to ship loading or discharging explosives or ammonium nitrate of a type requiring a U. S. Coast Guard Permit handled over at explosive facilities, will be paid double the straight-time or overtime rate (whichever is applicable) . . . Small-arms ammunition and firecrackers shall not be construed as explosives.

- (318) An inspector assigned by the company to perform Gamma ray work shall be paid 10 cents per hour above the maximum rate of pay of the inspector classification while so assigned.

- (315) When men are required to work where other than climatic temperatures exceed 130 degrees F. maximum or 20 degrees F. minimum, they shall be paid a hazard bonus of $\frac{1}{2}$ of the straight-time rate of pay.

This shall be at a minimum of 1 hour, and thereafter each succeeding or fraction thereof, shall constitute an hour at the hazard bonus rate.

- (319) When work with hot sticks is done on voltages of 22,000 to and including 69,000, members of the crew who are actually involved in the work shall receive \$1.00 per day above their regular rate, and when work with hot sticks is done above 69,000 volts, they shall receive \$3.00 per day above the regular rate.

When work is done on structures carrying lines energized at voltages from 22,000 to and including 69,000, employees working at or above the elevation of the conductor shall receive \$1.00 per day above their regular rate and when work is done on structures carrying lines energized at voltages above 69,000 volts, employees working at or above the elevation of the conductor shall receive \$3.00 per day above their regular rate.

Table 1. General provisions relating to safety and health in major collective bargaining agreements, by industry, 1974-75

(Workers in thousands)

INDUSTRY	ALL AGREEMENTS		TOTAL WITH REFERENCE TO SAFETY AND HEALTH		GENERAL POLICY STATEMENTS		UNION-MANAGEMENT COOPERATION ¹	
	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS
ALL INDUSTRIES.....	1,724	7,868.0	1,607	7,197.4	718	3,438.2	757	3,946.3
MANUFACTURING.....	908	3,933.4	861	3,643.8	497	2,419.7	479	2,260.6
ORDNANCE, ACCESSORIES.....	19	52.2	18	50.4	16	47.2	9	29.4
FOOD, KINDRED PRODUCTS.....	103	285.1	98	274.9	31	125.4	34	75.9
TOBACCO MANUFACTURING.....	9	25.2	8	21.0	3	10.1	-	-
TEXTILE MILL PRODUCTS.....	18	46.8	15	36.4	10	24.5	10	18.1
APPAREL.....	49	467.3	41	323.5	6	47.9	6	12.6
LUMBER, WOOD PRODUCTS.....	12	20.0	10	15.7	7	9.4	6	10.6
FURNITURE, FIXTURES.....	23	36.0	22	34.8	12	17.8	9	11.3
PAPER, ALLIED PRODUCTS.....	57	104.8	57	104.8	35	66.8	41	71.4
PRINTING AND PUBLISHING.....	21	40.5	19	37.9	3	6.8	5	11.4
CHEMICALS.....	53	102.8	53	102.8	35	63.5	43	75.5
PETROLEUM REFINING.....	15	30.9	13	22.8	4	6.1	8	15.0
RUBBER AND PLASTICS.....	19	98.0	19	98.0	15	86.6	16	87.8
LEATHER PRODUCTS.....	18	46.0	16	43.8	7	12.7	4	6.2
STONE, CLAY, AND GLASS.....	34	71.6	33	70.6	22	47.5	23	41.8
PRIMARY METALS.....	94	530.3	93	528.8	76	487.2	76	486.4
FABRICATED METALS.....	35	74.6	35	74.6	23	51.7	19	45.3
MACHINERY.....	94	277.4	94	277.4	64	202.1	62	203.2
ELECTRICAL MACHINERY.....	106	470.8	93	388.9	54	145.5	38	112.0
TRANSPORTATION EQUIPMENT.....	106	1,098.9	104	1,092.0	61	926.9	61	928.5
INSTRUMENTS.....	14	32.3	12	24.3	8	19.5	6	12.6
MISCELLANEOUS MANUFACTURING.....	9	21.6	8	20.3	5	14.1	3	5.4
NONMANUFACTURING.....	816	3,934.6	746	3,553.5	221	1,018.5	278	1,685.6
MINING, CRUDE PETROLEUM, AND NATURAL GAS.....	18	157.6	18	157.6	14	151.3	13	149.5
TRANSPORTATION ²	75	588.4	73	585.5	17	47.5	38	464.4
COMMUNICATIONS.....	69	758.0	50	561.9	16	197.4	25	304.4
UTILITIES, ELECTRIC AND GAS.....	78	184.0	76	180.8	32	84.3	51	132.3
WHOLESALE TRADE.....	17	31.6	17	31.6	5	10.3	5	9.8
RETAIL TRADE.....	111	416.8	96	372.7	13	54.4	24	83.4
HOTELS AND RESTAURANTS.....	44	185.6	36	168.3	1	9.0	1	9.0
SERVICES.....	72	392.4	57	309.3	11	59.3	9	49.8
CONSTRUCTION.....	328	1,212.2	321	1,183.3	111	403.4	111	481.4
MISCELLANEOUS NONMANUFACTURING.....	4	7.8	2	2.6	1	1.6	1	1.6

¹Includes clauses pledging union-management cooperation, establishing a joint safety committee, or both.

²Excludes railroads and airlines.

NOTE: Nonadditive.

Table 2. Union-management cooperation on safety in major collective bargaining agreements, by industry, 1974-75

(Workers in thousands)

INDUSTRY	ALL AGREEMENTS		UNION-MANAGEMENT COOPERATION ON SAFETY								NO REFERENCE	
			TOTAL		PLEDGE OF COOPERATION ONLY		JOINT SAFETY COMMITTEE ONLY		PLEDGE AND JOINT SAFETY COMMITTEE			
	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS
ALL INDUSTRIES.....	1,724	7,868.0	757	3,946.3	290	1,088.3	213	1,079.8	254	1,778.3	967	3,921.8
MANUFACTURING.....	908	3,933.4	479	2,260.6	154	523.1	129	432.8	196	1,304.6	429	1,672.8
ORDNANCE, ACCESSORIES.....	19	52.2	9	29.4	3	7.5	2	13.0	4	8.8	10	22.8
FOOD, KINDRED PRODUCTS.....	103	285.1	34	75.9	12	19.4	8	17.3	14	39.2	69	209.3
TOBACCO MANUFACTURING.....	9	25.2	-	-	-	-	-	-	-	-	9	25.2
TEXTILE MILL PRODUCTS.....	18	46.8	10	18.1	10	18.1	-	-	-	-	8	28.6
APPAREL.....	49	467.3	6	12.6	6	12.6	-	-	-	-	43	454.6
LUMBER, WOOD PRODUCTS.....	12	20.0	6	10.6	1	1.3	3	3.9	2	5.4	6	9.3
FURNITURE, FIXTURES.....	23	36.0	9	11.3	4	4.8	3	4.0	2	2.5	14	24.5
PAPER, ALLIED PRODUCTS.....	57	104.8	41	71.4	23	37.9	4	9.4	14	24.0	16	33.3
PRINTING AND PUBLISHING.....	21	40.5	5	11.4	2	2.7	3	8.7	-	-	16	29.1
CHEMICALS.....	53	102.8	43	75.5	15	28.4	10	14.7	18	32.3	10	27.3
PETROLEUM REFINING.....	15	30.9	8	15.0	1	1.9	3	4.6	4	8.5	7	15.9
RUBBER AND PLASTICS.....	19	98.0	16	87.8	-	-	7	33.9	9	53.9	3	10.3
LEATHER PRODUCTS.....	18	46.0	4	6.2	2	3.2	1	1.0	1	2.0	14	39.8
STONE, CLAY, AND GLASS.....	34	71.6	23	41.8	8	16.3	8	12.7	7	12.7	11	29.9
PRIMARY METALS.....	94	530.3	76	486.4	13	45.4	12	51.0	51	389.9	18	43.8
FABRICATED METALS.....	35	74.6	19	45.3	5	6.6	5	21.5	9	17.0	16	29.4
MACHINERY.....	94	277.4	62	203.2	15	59.4	17	68.0	30	75.8	32	74.3
ELECTRICAL MACHINERY.....	106	470.8	38	112.0	16	43.2	13	53.0	9	15.8	68	358.8
TRANSPORTATION EQUIPMENT.....	106	1,098.9	61	928.5	15	209.4	26	104.8	20	614.2	45	170.4
INSTRUMENTS.....	14	32.3	6	12.6	2	2.4	3	9.0	1	1.2	8	19.7
MISCELLANEOUS MANUFACTURING.....	9	21.6	3	5.4	1	2.1	1	2.0	1	1.3	6	16.2
NONMANUFACTURING.....	816	3,934.6	278	1,685.6	136	565.1	84	646.9	58	473.6	538	2,248.9
MINING, CRUDE PETROLEUM, AND NATURAL GAS.....	18	157.6	13	149.5	2	5.1	1	1.4	10	142.9	5	8.1
TRANSPORTATION ²	75	588.4	38	464.4	3	6.7	31	438.8	4	18.9	37	124.0
COMMUNICATIONS.....	69	758.0	25	304.4	9	74.1	8	84.6	8	145.6	44	453.5
UTILITIES, ELECTRIC AND GAS.....	78	184.0	51	132.3	19	47.0	13	25.3	19	60.0	27	51.8
WHOLESALE TRADE.....	17	31.6	5	9.8	4	8.5	1	1.3	-	-	12	21.8
RETAIL TRADE.....	111	416.8	24	83.4	20	69.9	3	7.5	1	6.0	87	333.4
HOTELS AND RESTAURANTS.....	44	185.6	1	9.0	1	9.0	-	-	-	-	43	176.6
SERVICES.....	72	392.4	9	49.8	4	11.3	4	23.5	1	15.0	63	342.7
CONSTRUCTION.....	328	1,212.2	111	481.4	74	333.5	23	64.4	14	83.5	217	730.8
MISCELLANEOUS NONMANUFACTURING.....	4	7.8	1	1.6	-	-	-	-	1	1.6	3	6.1

¹Excludes railroads and airlines.

NOTE: Because of rounding, sums of individual items may not equal totals.

Table 3. Dissemination of safety information to employees in major collective bargaining agreements, by industry, 1974-75

(Workers in thousands)

INDUSTRY	ALL AGREEMENTS		REFERENCE TO DISSEMINATION OF INFORMATION TO EMPLOYEES							
			TOTAL		SAFETY RULES AND PROCEDURES		POSSIBLE JOB HAZARDS		WARNING SIGNS OR LABELS	
	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS
ALL INDUSTRIES.....	1,724	7,868.0	273	2,130.1	186	991.5	73	1,121.8	74	682.8
MANUFACTURING.....	908	3,933.4	162	1,309.2	122	661.3	61	934.1	23	76.7
ORDNANCE, ACCESSORIES.....	19	52.2	3	7.1	2	5.6	1	1.5	-	-
FOOD, KINDRED PRODUCTS.....	103	285.1	7	21.0	7	21.0	1	1.6	-	-
TOBACCO MANUFACTURING.....	9	25.2	1	1.0	1	1.00	-	-	-	-
TEXTILE MILL PRODUCTS.....	18	46.8	1	1.1	1	1.1	-	-	-	-
APPAREL.....	49	467.3	9	132.3	9	132.3	-	-	-	-
LUMBER, WOOD PRODUCTS.....	12	20.0	1	1.7	1	1.7	-	-	-	-
FURNITURE, FIXTURES.....	23	36.0	6	7.6	5	6.6	1	1.0	-	-
PAPER, ALLIED PRODUCTS.....	57	104.8	20	45.4	16	38.8	-	-	8	21.3
PRINTING AND PUBLISHING.....	21	40.5	2	3.7	2	3.7	-	-	2	4.4
CHEMICALS.....	53	102.8	9	19.5	5	7.4	4	12.1	2	4.4
PETROLEUM REFINING.....	15	30.9	-	-	-	-	-	-	-	-
RUBBER AND PLASTICS.....	19	98.0	6	58.0	4	33.0	5	54.3	2	11.8
LEATHER PRODUCTS.....	18	46.0	5	24.7	5	24.7	-	-	-	-
STONE, CLAY, AND GLASS.....	34	71.6	4	4.8	3	3.8	1	1.0	1	1.0
PRIMARY METALS.....	94	530.3	39	386.9	22	238.3	29	369.8	4	12.6
FABRICATED METALS.....	35	74.6	3	20.9	3	20.9	2	19.3	1	15.0
MACHINERY.....	94	277.4	18	44.7	16	41.9	8	21.3	1	1.6
ELECTRICAL MACHINERY.....	106	470.8	10	33.3	8	30.6	2	2.6	2	5.8
TRANSPORTATION EQUIPMENT.....	106	1,098.9	16	492.3	10	45.5	7	449.7	1	1.1
INSTRUMENTS.....	14	32.3	1	1.1	1	1.1	-	-	-	-
MISCELLANEOUS MANUFACTURING	9	21.6	1	2.0	1	2.0	-	-	1	2.0
NONMANUFACTURING.....	816	3,934.6	111	820.9	64	330.2	12	187.6	51	606.1
MINING, CRUDE PETROLEUM, AND NATURAL GAS.....	18	157.6	7	136.1	7	136.11	3	128.8	1	125.0
TRANSPORTATION.....	75	588.4	33	423.3	5	23.8	1	1.6	28	405.4
COMMUNICATIONS.....	69	758.0	3	41.8	2	14.8	1	27.0	-	-
UTILITIES, ELECTRIC AND GAS	78	184.0	19	32.6	17	29.5	2	4.1	1	1.1
WHOLESALE TRADE.....	17	31.6	3	7.5	3	7.5	-	-	-	-
RETAIL TRADE.....	111	416.8	4	21.3	3	15.3	1	6.0	-	-
HOTELS AND RESTAURANTS.....	44	185.6	-	-	-	-	-	-	-	-
SERVICES.....	72	392.4	3	21.0	3	21.00	-	-	-	-
CONSTRUCTION.....	328	1,212.2	39	137.3	24	82.11	4	20.0	21	74.6
MISCELLANEOUS NONMANUFACTURING.....	4	7.8	-	-	-	-	-	-	-	-

¹Excludes railroads and airlines.

NOTE: Nonadditive.

Table 4. Dissemination of safety information to the union in major collective bargaining agreements, by industry, 1974-75

(Workers in thousands)

INDUSTRY	ALL AGREEMENTS		REFERENCE TO DISSEMINATION OF INFORMATION TO UNION							
			TOTAL		SAFETY RULES AND CHANGES		REPORTS, MINUTES OF SAFETY MEETINGS		ACCIDENT, MORTALITY, MORBIDITY DATA	
	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS
ALL INDUSTRIES.....	1,724	7,868.0	335	2,164.7	58	405.3	158	1,477.4	213	1,409.7
MANUFACTURING.....	908	3,933.4	192	1,484.7	37	209.1	117	1,220.9	106	645.6
ORDNANCE, ACCESSORIES.....	19	52.2	7	16.4	3	5.9	4	10.3	4	9.3
FOOD, KINDRED PRODUCTS.....	103	285.1	9	85.6	2	11.9	5	14.6	2	59.1
TOBACCO MANUFACTURING.....	9	25.2	-	-	-	-	-	-	-	-
TEXTILE MILL PRODUCTS.....	18	46.8	-	-	-	-	-	-	-	-
APPAREL.....	49	467.3	-	-	-	-	-	-	-	-
LUMBER, WOOD PRODUCTS.....	12	20.0	-	-	-	-	-	-	-	-
FURNITURE, FIXTURES.....	23	36.0	5	6.5	2	2.2	3	4.5	2	2.5
PAPER, ALLIED PRODUCTS.....	57	104.8	6	8.8	3	4.0	1	1.5	3	4.8
PRINTING AND PUBLISHING.....	21	40.5	-	-	-	-	-	-	-	-
CHEMICALS.....	53	102.8	11	16.3	3	3.1	3	4.3	6	10.0
PETROLEUM REFINING.....	15	30.9	7	13.1	-	-	6	11.9	7	13.1
RUBBER AND PLASTICS.....	19	98.0	12	62.3	-	-	5	29.4	8	62.6
LEATHER PRODUCTS.....	18	46.0	-	-	-	-	-	-	-	-
STONE, CLAY, AND GLASS.....	34	71.6	5	6.8	-	-	4	5.8	1	1.0
PRIMARY METALS.....	94	530.3	49	415.9	11	146.5	32	349.5	31	231.4
FABRICATED METALS.....	35	74.6	11	19.4	2	2.5	5	10.0	7	14.2
MACHINERY.....	94	277.4	28	71.9	5	9.6	19	55.5	18	33.8
ELECTRICAL MACHINERY.....	106	470.8	11	50.8	3	4.4	6	42.3	5	11.2
TRANSPORTATION EQUIPMENT.....	106	1,098.9	29	701.5	3	18.8	23	679.9	10	189.2
INSTRUMENTS.....	14	32.3	-	-	-	-	-	-	-	-
MISCELLANEOUS MANUFACTURING	9	21.6	2	3.3	-	-	1	1.3	2	3.3
NONMANUFACTURING.....	816	3,934.6	143	680.0	21	196.3	41	256.5	107	564.1
MINING, CRUDE PETROLEUM, AND NATURAL GAS.....	18	157.6	8	138.8	3	128.5	6	133.9	4	131.3
TRANSPORTATION.....	75	588.4	9	29.2	2	14.0	3	17.2	6	22.0
COMMUNICATIONS.....	69	758.0	2	51.0	-	-	-	-	2	51.0
UTILITIES, ELECTRIC AND GAS	78	184.0	28	61.3	11	20.3	12	24.3	14	34.5
WHOLESALE TRADE.....	17	31.6	-	-	-	-	-	-	-	-
RETAIL TRADE.....	111	416.8	3	6.1	2	4.3	1	1.8	-	-
HOTELS AND RESTAURANTS.....	44	185.6	1	1.8	-	-	1	1.8	-	-
SERVICES.....	72	392.4	1	1.5	-	-	-	-	1	1.5
CONSTRUCTION.....	328	1,212.2	91	390.3	3	29.1	18	77.5	80	323.8
MISCELLANEOUS NONMANUFACTURING.....	4	7.8	-	-	-	-	-	-	-	-

¹Excludes railroads and airlines.

NOTE: Nonadditive.

Table 5. Representation and responsibilities of safety committees in major collective bargaining agreements, by industry, 1974-75

(Workers in thousands)

INDUSTRY	ALL AGREEMENTS		TOTAL WITH REFERENCE TO SAFETY COMMITTEES		REPRESENTATION AND RESPONSIBILITIES			
	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	JOINT UNION-MANAGEMENT COMMITTEE			
					SAFETY RESPONSIBILITIES ONLY		OTHER RESPONSIBILITIES	
					AGREEMENTS	WORKERS	AGREEMENTS	WORKERS
ALL INDUSTRIES.....	1,724	7,868.0	576	3,222.1	458	2,814.4	9	43.5
MANUFACTURING.....	908	3,933.4	407	2,026.0	323	1,733.4	2	4.0
ORDNANCE, ACCESSORIES.....	19	52.2	12	40.2	6	21.9	-	-
FOOD, KINDRED PRODUCTS.....	103	285.1	29	123.6	22	56.4	-	-
TOBACCO MANUFACTURING.....	9	25.2	-	-	-	-	-	-
TEXTILE MILL PRODUCTS.....	18	46.8	1	1.6	-	-	-	-
APPAREL.....	49	467.3	1	1.0	-	-	-	-
LUMBER, WOOD PRODUCTS.....	12	20.0	6	10.5	5	9.3	-	-
FURNITURE, FIXTURES.....	23	36.0	6	7.5	5	6.5	-	-
PAPER, ALLIED PRODUCTS.....	57	104.8	23	50.8	18	33.5	-	-
PRINTING AND PUBLISHING.....	21	40.5	3	8.7	3	8.7	-	-
CHEMICALS.....	53	102.8	34	58.8	27	44.5	1	2.5
PETROLEUM REFINING.....	15	30.9	9	15.5	7	13.1	-	-
RUBBER AND PLASTICS.....	19	98.0	17	91.6	16	87.8	-	-
LEATHER PRODUCTS.....	18	46.0	3	4.8	2	3.0	-	-
STONE, CLAY, AND GLASS.....	34	71.6	22	40.0	15	25.4	-	-
PRIMARY METALS.....	94	530.3	74	478.4	63	441.0	-	-
FABRICATED METALS.....	35	74.6	20	47.2	13	37.1	1	1.5
MACHINERY.....	94	277.4	55	196.0	47	143.8	-	-
ELECTRICAL MACHINERY.....	106	470.8	28	91.1	22	68.8	-	-
TRANSPORTATION EQUIPMENT.....	106	1,098.9	57	743.4	46	719.0	-	-
INSTRUMENTS.....	14	32.3	4	10.2	4	10.2	-	-
MISCELLANEOUS MANUFACTURING.....	9	21.6	3	4.7	2	3.3	-	-
NONMANUFACTURING.....	816	3,934.6	169	1,196.0	135	1,081.0	7	39.5
MINING, CRUDE PETROLEUM, AND NATURAL GAS.....	18	157.6	16	153.9	11	144.4	-	-
TRANSPORTATION ¹	75	588.4	38	464.6	34	452.8	1	5.0
COMMUNICATIONS.....	69	758.0	16	230.3	16	230.3	-	-
UTILITIES, ELECTRICITY AND GAS.....	78	184.0	45	123.8	31	79.9	1	5.3
WHOLESALE TRADE.....	17	31.6	1	1.3	1	1.3	-	-
RETAIL TRADE.....	111	416.8	4	13.5	4	13.5	-	-
HOTELS AND RESTAURANTS.....	44	185.6	1	9.0	-	-	-	-
SERVICES.....	72	392.4	7	45.0	4	18.5	1	20.0
CONSTRUCTION.....	328	1,212.2	40	152.9	33	138.6	4	9.3
MISCELLANEOUS NONMANUFACTURING.....	4	7.8	1	1.6	1	1.6	-	-

INDUSTRY	REPRESENTATION AND RESPONSIBILITIES - CONTINUED					
	UNION OR BARGAINING UNIT COMMITTEE				COMMITTEE PRESENT REPRESENTATION OR RESPONSIBILITIES NOT CLEAR	
	SAFETY RESPONSIBILITIES ONLY		OTHER RESPONSIBILITIES			
	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS
ALL INDUSTRIES.....	64	201.1	8	15.6	37	147.3
MANUFACTURING.....	50	165.8	8	15.6	24	107.1
ORDNANCE, ACCESSORIES.....	5	15.0	1	3.3	-	-
FOOD, KINDRED PRODUCTS.....	3	8.0	1	1.0	3	58.1
TOBACCO MANUFACTURING.....	-	-	-	-	-	-
TEXTILE MILL PRODUCTS.....	-	-	-	-	1	1.6
APPAREL.....	1	1.0	-	-	-	-
LUMBER, WOOD PRODUCTS.....	1	1.3	-	-	-	-
FURNITURE, FIXTURES.....	1	1.0	-	-	-	-
PAPER, ALLIED PRODUCTS.....	2	2.8	-	-	3	14.6
PRINTING AND PUBLISHING.....	-	-	-	-	-	-
CHEMICALS.....	4	5.5	2	6.3	-	-
PETROLEUM REFINING.....	1	1.1	-	-	1	1.3
RUBBER AND PLASTICS.....	1	3.8	-	-	-	-
LEATHER PRODUCTS.....	1	1.8	-	-	-	-
STONE, CLAY, AND GLASS.....	5	10.6	-	-	2	4.0
PRIMARY METALS.....	6	28.8	1	1.0	4	7.6
FABRICATED METALS.....	2	2.7	1	1.2	3	4.7
MACHINERY.....	4	43.5	-	-	4	8.8
ELECTRICAL MACHINERY.....	4	18.0	-	-	2	4.3
TRANSPORTATION EQUIPMENT.....	9	21.0	1	1.4	1	2.0
INSTRUMENTS.....	-	-	-	-	-	-
MISCELLANEOUS MANUFACTURING.....	-	-	1	1.4	-	-
NONMANUFACTURING.....	14	35.3	-	-	13	40.3
MINING, CRUDE PETROLEUM, AND NATURAL GAS.....	2	3.3	-	-	3	6.3
TRANSPORTATION ¹	3	6.9	-	-	-	-
COMMUNICATIONS.....	-	-	-	-	-	-
UTILITIES, ELECTRICITY AND GAS.....	7	21.3	-	-	6	17.3
WHOLESALE TRADE.....	-	-	-	-	-	-
RETAIL TRADE.....	-	-	-	-	-	-
HOTELS AND RESTAURANTS.....	-	-	-	-	1	9.0
SERVICES.....	-	-	-	-	2	6.5
CONSTRUCTION.....	2	3.8	-	-	1	1.2
MISCELLANEOUS NONMANUFACTURING.....	-	-	-	-	-	-

¹Excludes railroads and airlines.

NOTE: Because of rounding, sums of individual items may not equal totals.

Table 6. Selected details of safety committee provisions in major collective bargaining agreements, 1974-75

(Workers in thousands)

PROVISION	AGREEMENTS	WORKERS
ALL AGREEMENTS.....	1,724	7,868.0
TOTAL WITH REFERENCE TO SAFETY COMMITTEE.....	576	3,222.1
JOINT LABOR-MANAGEMENT COMMITTEE:		
TOTAL REFERRING TO COMMITTEE.....	467	2,858.0
REFERRING TO SELECTION OF REPRESENTATIVES.....	298	1,663.8
COMMITTEE MEMBERSHIP.....	346	2,145.8
EX-OFFICIO ASSIGNMENT TO COMMITTEE.....	78	192.7
ELIGIBILITY FOR COMMITTEE MEMBERSHIP.....	52	342.2
TERM OF SERVICE ON COMMITTEE.....	29	46.8
FREQUENCY OF COMMITTEE MEETINGS.....	343	2,088.3
FUNCTIONS OF COMMITTEE.....	494	2,956.8
PROHIBITIONS ON COMMITTEE ACTIVITIES.....	60	444.1
UNIT REPRESENTED BY COMMITTEE.....	500	3,012.6
COMPENSATION OF COMMITTEE MEMBERS.....	240	1,804.2
NO REFERENCE TO SAFETY COMMITTEE.....	1,148	4,645.9

NOTE: Nonadditive.

Table 7. Functions of safety committee in major collective bargaining agreements, 1974-75

(Workers in thousands)

FUNCTION	AGREEMENTS	WORKERS
ALL AGREEMENTS.....	1,724	7,868.0
TOTAL WITH REFERENCE TO SAFETY COMMITTEE.....	576	3,222.1
FUNCTIONS OF SAFETY COMMITTEE.....	494	2,956.8
PROMOTES SAFE WORKING CONDITIONS.....	146	810.8
DETERMINES SAFETY PROGRAMS, RULES.....	51	209.5
IMPLEMENTS, ENFORCES SAFETY RULES.....	72	419.5
ADVISES, RECOMMENDS SAFETY RULES, PRACTICES.....	327	2,125.0
INSPECTS, INVESTIGATES CONDITIONS.....	236	1,670.3
UNABLE TO DETERMINE.....	82	265.3
NO REFERENCE TO SAFETY COMMITTEE.....	1,148	4,645.9

NOTE: Nonadditive.

Table 8. Employer compliance with safety and health laws and regulations in major collective bargaining agreements, by industry, 1974-75

(Workers in thousands)

INDUSTRY	EMPLOYER COMPLIANCE PROVISIONS											
	ALL AGREEMENTS		TOTAL		GENERAL STATEMENTS		STATE/LOCAL STANDARDS ¹		FEDERAL STANDARDS		FEDERAL, STATE/LOCAL STANDARDS ²	
	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS
ALL INDUSTRIES.....	1724	7,868.0	585	2,665.6	107	671.3	132	419.8	51	331.8	295	1,242.8
MANUFACTURING.....	908	3,933.4	272	1,138.3	43	163.5	64	216.3	29	134.3	136	624.3
ORDNANCE, ACCESSORIES.....	19	52.2	10	28.1	1	7.0	-	-	2	5.3	7	15.8
FOOD, KINDRED PRODUCTS.....	103	285.1	19	37.0	3	4.5	8	13.4	2	6.5	6	12.6
TOBACCO MANUFACTURING.....	9	25.2	-	-	-	-	-	-	-	-	-	-
TEXTILE MILL PRODUCTS.....	18	46.8	7	20.9	1	1.3	4	9.9	-	-	2	9.6
APPAREL.....	49	467.3	25	146.3	9	35.0	13	102.3	-	-	3	9.0
LUMBER, WOOD PRODUCTS.....	12	20.0	4	5.7	-	-	3	4.3	1	1.3	-	-
FURNITURE, FIXTURES.....	23	36.0	3	3.5	-	-	1	1.0	1	1.5	1	1.0
PAPER, ALLIED PRODUCTS.....	57	104.8	11	19.2	1	1.2	1	2.3	2	2.8	7	12.9
PRINTING AND PUBLISHING.....	21	40.5	6	14.9	-	-	4	7.4	1	2.5	1	5.0
CHEMICALS.....	53	102.8	12	23.6	4	6.3	1	1.1	5	14.1	2	2.1
PETROLEUM REFINING.....	15	30.9	1	1.3	-	-	1	1.3	-	-	-	-
RUBBER AND PLASTICS.....	19	98.0	8	50.4	-	-	-	-	-	-	8	50.4
LEATHER PRODUCTS.....	18	46.0	2	5.2	-	-	-	-	-	-	2	5.2
STONE, CLAY, AND GLASS.....	34	71.6	9	13.4	2	3.2	4	6.7	-	-	3	3.5
PRIMARY METALS.....	94	530.3	47	389.5	3	3.3	2	2.9	7	48.4	35	334.8
FABRICATED METALS.....	35	74.6	17	31.8	1	2.5	3	4.0	1	1.3	12	24.0
MACHINERY.....	94	277.4	34	156.9	7	68.4	4	10.4	4	44.3	19	33.6
ELECTRICAL MACHINERY.....	106	470.8	21	40.7	6	9.9	7	15.5	1	1.1	7	14.1
TRANSPORTATION EQUIPMENT.....	106	1,098.9	30	135.4	3	11.8	8	33.4	2	4.9	17	85.3
INSTRUMENTS.....	14	32.3	4	10.3	1	7.0	-	-	-	-	3	3.3
MISCELLANEOUS MANUFACTURING.....	9	21.6	2	4.1	1	2.1	-	-	-	-	1	2.0
NONMANUFACTURING.....	816	3,934.6	313	1,527.3	64	507.8	68	203.5	22	197.5	159	618.4
MINING, CRUDE PETROLEUM, AND NATURAL GAS.....	18	157.6	7	136.1	1	1.6	-	-	1	125.0	5	9.5
TRANSPORTATION.....	75	588.4	40	337.3	24	263.1	1	2.8	6	41.9	9	29.5
COMMUNICATIONS.....	69	758.0	6	110.5	3	103.6	-	-	-	-	3	6.9
UTILITIES, ELECTRIC AND GAS.....	78	184.0	18	49.9	6	24.1	10	23.2	1	1.6	1	1.0
WHOLESALE TRADE.....	17	31.6	3	5.5	1	1.4	1	1.0	-	-	1	3.1
RETAIL TRADE.....	111	416.8	17	75.5	6	52.4	2	3.1	1	2.2	8	17.8
HOTELS AND RESTAURANTS.....	44	185.6	3	10.8	2	9.0	1	1.8	-	-	-	-
SERVICES.....	72	392.4	6	39.3	-	-	2	16.8	-	-	4	22.5
CONSTRUCTION.....	328	1,212.2	213	762.3	21	52.5	51	154.8	13	26.8	128	528.0
MISCELLANEOUS NONMANUFACTURING.....	4	7.8	-	-	-	-	-	-	-	-	-	-

¹Includes agreements referring to either State or local laws, or to both.

²Includes agreements referring to Federal laws, and to either State or local laws, or to both.

³Excludes railroads and airlines.

NOTE: Because of rounding, sums of individual items may not equal totals.

Table 10. Employee discipline for noncompliance with safety rules in major collective bargaining agreements, by industry, 1974-75

(Workers in thousands)

INDUSTRY	TOTAL REFERENCE TO EMPLOYEE COMPLIANCE WITH SAFETY RULES		TOTAL		DISCIPLINE NOT INCLUDING DISCHARGE ¹		INCLUDING DISCHARGE	
	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS
ALL INDUSTRIES.....	805	3,282.8	349	1,521.8	93	583.1	256	938.6
MANUFACTURING.....	455	1,616.4	182	591.9	61	336.6	121	255.3
ORDNANCE, ACCESSORIES.....	13	31.3	3	8.8	2	7.8	1	1.0
FOOD, KINDRED PRODUCTS.....	41	84.4	20	41.9	4	6.4	16	35.5
TOBACCO MANUFACTURING.....	4	11.1	1	1.0	-	-	1	1.0
TEXTILE MILL PRODUCTS.....	4	11.7	2	9.2	-	-	2	9.2
APPAREL.....	6	11.7	-	-	-	-	-	-
LUMBER, WOOD PRODUCTS.....	4	8.0	2	3.0	-	-	2	3.0
FURNITURE, FIXTURES.....	13	19.0	4	5.6	2	2.2	2	3.4
PAPER, ALLIED PRODUCTS.....	41	75.9	28	53.0	4	5.9	24	47.1
PRINTING AND PUBLISHING.....	2	2.4	-	-	-	-	-	-
CHEMICALS.....	35	63.0	8	16.1	4	4.6	4	11.4
PETROLEUM REFINING.....	7	11.6	1	1.0	-	-	1	1.0
RUBBER AND PLASTICS.....	14	65.8	6	11.0	2	2.8	4	8.3
LEATHER PRODUCTS.....	7	27.9	-	-	-	-	-	-
STONE, CLAY, AND GLASS.....	18	30.8	7	16.0	1	2.5	6	13.5
PRIMARY METALS.....	70	464.8	41	307.4	27	274.4	14	33.0
FABRICATED METALS.....	17	28.3	9	15.8	3	3.8	6	12.0
MACHINERY.....	54	198.0	12	25.9	5	9.6	7	16.3
ELECTRICAL MACHINERY.....	48	107.0	18	35.1	4	6.9	14	28.3
TRANSPORTATION EQUIPMENT.....	51	356.6	17	36.6	3	9.6	14	27.0
INSTRUMENTS.....	4	5.4	2	2.2	-	-	2	2.2
MISCELLANEOUS MANUFACTURING.....	2	3.3	1	2.0	-	-	1	2.0
NONMANUFACTURING.....	350	1,664.4	167	929.8	32	246.5	135	683.3
MINING, CRUDE PETROLEUM, AND NATURAL GAS.....	12	145.7	5	10.5	4	8.3	1	2.2
TRANSPORTATION ²	51	503.8	37	464.8	7	188.5	30	276.3
COMMUNICATIONS.....	12	72.3	1	3.3	-	-	1	3.3
UTILITIES, ELECTRIC AND GAS.....	55	130.3	14	37.0	7	14.2	7	22.8
WHOLESALE TRADE.....	7	14.0	4	7.8	1	1.0	3	6.8
RETAIL TRADE.....	18	37.1	15	29.8	2	4.0	13	25.8
HOTELS AND RESTAURANTS.....	3	11.3	3	11.3	1	1.0	2	10.3
SERVICES.....	7	42.8	5	34.3	-	-	5	34.3
CONSTRUCTION.....	184	705.4	83	330.9	10	29.4	73	301.5
MISCELLANEOUS NONMANUFACTURING.....	1	1.6	-	-	-	-	-	-

¹Although discharge is not specified, the provisions do not prohibit it.

²Excludes railroads and airlines.

NOTE: Because of rounding, sums of individual items may not equal totals.

Table 11. Safety inspections in major collective bargaining agreements, by industry, 1974-75

(Workers in thousands)

INDUSTRY	ALL AGREEMENTS		TOTAL REFERRING TO INSPECTIONS		INSPECTION BODY							
	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	JOINT COMMITTEE		UNION OR EMPLOYERS		MANAGEMENT			
					AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS		
ALL INDUSTRIES.....	1,724	7,868.0	335	2,356.9	179	1,353.3	109	872.3	116	894.6		
MANUFACTURING.....	908	3,933.4	273	2,045.5	165	1,329.9	78	649.9	91	837.4		
ORDNANCE, ACCESSORIES.....	19	52.2	10	27.4	2	5.3	4	7.6	8	24.9		
FOOD, KINDRED PRODUCTS.....	103	285.1	11	38.1	6	25.5	3	8.5	3	8.1		
TOBACCO MANUFACTURING.....	9	25.2	-	-	-	-	-	-	-	-		
TEXTILE MILL PRODUCTS.....	18	46.8	-	-	-	-	-	-	-	-		
APPAREL.....	49	467.3	9	132.3	-	-	9	132.3	-	-		
LUMBER, WOOD PRODUCTS.....	12	20.0	3	4.1	2	2.9	1	1.3	-	-		
FURNITURE, FIXTURES.....	23	36.0	4	5.0	1	1.8	2	2.2	1	1.0		
PAPER, ALLIED PRODUCTS.....	57	104.8	11	20.5	8	15.3	1	1.6	2	3.0		
PRINTING AND PUBLISHING.....	21	40.5	-	-	-	-	-	-	-	-		
CHEMICALS.....	53	102.8	21	35.6	11	20.4	3	4.0	8	10.8		
PETROLEUM REFINING.....	15	30.9	10	18.7	7	13.1	1	1.1	3	5.5		
RUBBER AND PLASTICS.....	19	98.0	14	86.5	12	81.2	3	22.8	3	20.3		
LEATHER PRODUCTS.....	18	46.0	2	3.2	-	-	2	3.2	1	1.8		
STONE, CLAY, AND GLASS.....	34	71.6	14	21.5	10	13.4	3	6.4	2	4.8		
PRIMARY METALS.....	94	530.3	50	423.8	40	383.0	12	43.3	21	190.9		
FABRICATED METALS.....	35	74.6	12	34.6	10	31.0	1	1.0	2	2.9		
MACHINERY.....	94	277.4	38	140.4	28	77.4	6	47.3	10	60.0		
ELECTRICAL MACHINERY.....	106	470.8	27	201.5	9	44.7	10	30.1	12	155.0		
TRANSPORTATION EQUIPMENT.....	106	1,098.9	35	848.9	17	611.4	17	337.2	15	348.3		
INSTRUMENTS.....	14	32.3	-	-	-	-	-	-	-	-		
MISCELLANEOUS MANUFACTURING	9	21.6	2	3.3	2	3.3	-	-	-	-		
NONMANUFACTURING.....	816	3,934.6	62	311.3	14	23.3	31	222.4	25	57.2		
MINING, CRUDE PETROLEUM, AND NATURAL GAS.....	18	157.6	15	152.3	8	13.9	8	140.7	8	16.0		
TRANSPORTATION.....	75	588.4	2	2.3	1	1.0	-	-	-	-		
COMMUNICATIONS.....	69	758.0	5	18.9	-	-	2	3.0	3	14.8		
UTILITIES, ELECTRIC AND GAS	78	184.0	6	9.8	-	-	2	3.6	4	5.8		
WHOLESALE TRADE.....	17	31.6	-	-	-	-	-	-	-	-		
RETAIL TRADE.....	111	416.8	2	3.0	-	-	1	1.2	1	1.8		
HOTELS AND RESTAURANTS.....	44	185.6	1	1.8	-	-	-	-	1	1.8		
SERVICES.....	72	392.4	2	18.5	-	-	1	3.3	1	3.3		
CONSTRUCTION.....	328	1,212.2	29	104.8	5	8.3	17	70.6	7	13.7		
MISCELLANEOUS NONMANUFACTURING.....	4	7.8	-	-	-	-	-	-	-	-		
INSPECTION BODY -- CONTINUED												
					GOVERNMENT AGENCY		PRIVATE CONSULTANT		PERSONNEL NOT IDENTIFIED		NO REFERENCE	
					AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS
ALL INDUSTRIES.....					77	1,153.3	18	57.3	2	3.8	1,389	5,511.1
MANUFACTURING.....					60	949.6	17	54.8	1	1.0	635	1,887.9
ORDNANCE, ACCESSORIES.....					2	2.7	-	-	-	-	9	24.8
FOOD, KINDRED PRODUCTS.....					-	-	-	-	-	-	92	247.0
TOBACCO MANUFACTURING.....					-	-	-	-	-	-	9	25.2
TEXTILE MILL PRODUCTS.....					-	-	-	-	-	-	18	46.8
APPAREL.....					-	-	-	-	-	-	40	335.0
LUMBER, WOOD PRODUCTS.....					-	-	-	-	-	-	9	15.8
FURNITURE, FIXTURES.....					-	-	-	-	1	1.0	19	31.0
PAPER, ALLIED PRODUCTS.....					1	2.1	1	1.5	-	-	46	84.3
PRINTING AND PUBLISHING.....					-	-	-	-	-	-	21	40.5
CHEMICALS.....					3	7.6	3	5.3	-	-	32	67.1
PETROLEUM REFINING.....					-	-	5	10.8	-	-	5	12.3
RUBBER AND PLASTICS.....					10	81.6	3	22.8	-	-	5	11.5
LEATHER PRODUCTS.....					-	-	-	-	-	-	16	42.8
STONE, CLAY, AND GLASS.....					6	9.8	-	-	-	-	20	50.1
PRIMARY METALS.....					7	18.1	1	1.0	-	-	44	106.5
FABRICATED METALS.....					5	21.0	-	-	-	-	23	40.0
MACHINERY.....					6	16.7	2	5.3	-	-	56	137.0
ELECTRICAL MACHINERY.....					8	43.3	-	-	-	-	79	269.3
TRANSPORTATION EQUIPMENT.....					12	746.5	1	6.0	-	-	71	250.0
INSTRUMENTS.....					-	-	-	-	-	-	14	32.3
MISCELLANEOUS MANUFACTURING.....					-	-	1	2.0	-	-	7	18.3
NONMANUFACTURING.....					17	203.6	1	2.4	1	2.8	754	3,623.3
MINING, CRUDE PETROLEUM, AND NATURAL GAS.....					10	143.6	1	2.4	-	-	3	5.3
TRANSPORTATION.....					-	-	-	-	-	-	73	586.1
COMMUNICATIONS.....					1	2.8	-	-	-	-	64	739.1
UTILITIES, ELECTRIC AND GAS.....					1	1.1	-	-	1	2.8	72	174.3
WHOLESALE TRADE.....					-	-	-	-	-	-	17	31.6
RETAIL TRADE.....					-	-	-	-	-	-	109	413.8
HOTELS AND RESTAURANTS.....					-	-	-	-	-	-	43	183.8
SERVICES.....					1	15.3	-	-	-	-	70	373.9
CONSTRUCTION.....					4	40.8	-	-	-	-	299	1,107.4
MISCELLANEOUS NONMANUFACTURING.....					-	-	-	-	-	-	4	7.8

¹Excludes railroads and airlines.

NOTE: Nonadditive.

Table 12. Safety equipment provisions in major collective bargaining agreements, by industry, 1974-75

(Workers in thousands)

INDUSTRY	ALL AGREEMENTS		SAFETY EQUIPMENT								NO REFERENCE	
			TOTAL		FURNISHED BY EMPLOYER		COST SHARED		FURNISHED BY EMPLOYEE			
	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS
ALL INDUSTRIES.....	1,724	7,868.0	847	4,294.9	831	4,177.8	55	282.4	38	201.3	877	3,573.1
MANUFACTURING.....	908	3,933.4	488	2,600.4	477	2,496.2	43	125.8	17	120.3	420	1,333.0
ORDNANCE, ACCESSORIES.....	19	52.2	14	39.9	13	36.9	1	1.8	1	3.0	5	12.3
FOOD, KINDRED PRODUCTS.....	103	285.1	49	157.3	48	155.8	5	8.5	1	1.6	54	127.8
TOBACCO MANUFACTURING.....	9	25.2	1	4.3	1	4.3	-	-	-	-	8	20.8
TEXTILE MILL PRODUCTS.....	18	46.8	3	10.4	3	10.4	-	-	-	-	15	36.4
APPAREL.....	49	467.3	4	98.0	4	98.0	-	-	-	-	45	369.3
LUMBER, WOOD PRODUCTS.....	12	20.0	3	4.3	3	4.3	-	-	-	-	9	15.6
FURNITURE, FIXTURES.....	23	36.0	8	12.7	7	10.0	1	2.7	-	-	15	23.3
PAPER, ALLIED PRODUCTS.....	57	104.8	29	55.9	29	55.9	5	17.8	2	2.5	28	48.8
PRINTING AND PUBLISHING.....	21	40.5	3	4.1	3	4.1	-	-	-	-	18	36.3
CHEMICALS.....	53	102.8	37	65.1	33	57.3	11	19.1	3	4.9	16	37.6
PETROLEUM REFINING.....	15	30.9	6	11.4	6	11.4	-	-	-	-	9	19.5
RUBBER AND PLASTICS.....	19	98.0	15	88.5	15	88.5	-	-	-	-	4	9.5
LEATHER PRODUCTS.....	18	46.0	7	21.3	7	21.3	-	-	-	-	11	24.8
STONE, CLAY, AND GLASS.....	34	71.6	27	59.8	27	59.8	3	5.8	1	1.0	7	11.8
PRIMARY METALS.....	94	530.3	71	464.6	68	460.5	4	4.3	1	1.8	23	65.6
FABRICATED METALS.....	35	74.6	21	51.9	21	51.9	3	7.4	-	-	14	22.8
MACHINERY.....	94	277.4	67	233.9	67	233.9	8	55.3	3	3.1	27	43.5
ELECTRICAL MACHINERY.....	106	470.8	49	248.3	48	163.3	1	1.1	2	87.0	57	222.6
TRANSPORTATION EQUIPMENT.....	106	1,098.9	66	956.4	66	956.4	1	2.0	3	15.1	40	142.5
INSTRUMENTS.....	14	32.3	4	5.2	4	5.2	-	-	-	-	10	27.1
MISCELLANEOUS MANUFACTURING.....	9	21.6	4	6.8	4	6.8	-	-	-	-	5	14.8
NONMANUFACTURING.....	816	3,934.6	359	1,694.5	354	1,681.5	12	156.5	21	81.0	457	2,240.1
MINING, CRUDE PETROLEUM, AND NATURAL GAS.....	18	157.6	15	151.4	15	151.4	2	127.6	1	1.2	3	6.1
TRANSPORTATION.....	75	588.4	48	502.3	48	502.3	1	12.2	-	-	27	86.1
COMMUNICATIONS.....	69	758.0	7	33.4	7	33.4	-	-	-	-	62	724.5
UTILITIES, ELECTRICITY AND GAS.....	78	184.0	49	127.5	48	125.6	4	7.5	-	-	29	56.5
WHOLESALE TRADE.....	17	31.6	6	12.7	6	12.7	-	-	-	-	11	18.9
RETAIL TRADE.....	111	416.8	11	19.6	11	19.6	-	-	-	-	100	397.3
HOTELS AND RESTAURANTS.....	44	185.6	1	9.0	1	9.0	-	-	-	-	43	176.6
SERVICES.....	72	392.4	5	27.8	5	27.8	-	-	-	-	67	364.7
CONSTRUCTION.....	328	1,212.2	216	809.1	212	798.1	5	9.2	20	79.8	112	403.1
MISCELLANEOUS NONMANUFACTURING.....	4	7.8	1	1.6	1	1.6	-	-	-	-	3	6.1

¹Excludes railroads and airlines.

furnish some articles of safety equipment, with employees to furnish or share in the cost of others.

NOTE: Nonadditive. Some agreements provide for the employer to

Table 13. Provisions for safe tools, equipment, and materials in major collective bargaining agreements, by industry, 1974-75

(Workers in thousands)

INDUSTRY	ALL AGREEMENTS		PROVISIONS REQUIRING --				PROHIBITION OR LIMITATION ON --			
			SAFE TOOLS AND EQUIPMENT		SAFE TRANSPORTATION		HAZARDOUS TOOLS AND EQUIPMENT		HAZARDOUS MATERIALS	
	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS
ALL INDUSTRIES.....	1,724	7,868.0	164	783.2	39	349.6	45	181.9	30	116.6
MANUFACTURING.....	908	3,933.4	48	150.8	5	8.4	3	10.9	10	49.4
ORDNANCE, ACCESSORIES.....	19	52.2	1	1.3	-	-	1	2.8	-	-
FOOD, KINDRED PRODUCTS.....	103	285.1	4	5.1	1	1.6	-	-	-	-
TOBACCO MANUFACTURING.....	9	25.2	-	-	-	-	-	-	-	-
TEXTILE MILL PRODUCTS.....	18	46.8	-	-	-	-	-	-	-	-
APPAREL.....	49	467.3	-	-	-	-	-	-	1	3.5
LUMBER, WOOD PRODUCTS.....	12	20.0	-	-	-	-	-	-	-	-
FURNITURE, FIXTURES.....	23	36.0	1	1.0	-	-	-	-	-	-
PAPER, ALLIED PRODUCTS.....	57	104.8	5	16.8	-	-	1	1.4	-	-
PRINTING AND PUBLISHING.....	21	40.5	5	11.2	-	-	-	-	-	-
CHEMICALS.....	53	102.8	3	5.8	-	-	-	-	1	1.1
PETROLEUM REFINING.....	15	30.9	-	-	-	-	-	-	-	-
RUBBER AND PLASTICS.....	19	98.0	-	-	-	-	-	-	4	31.8
LEATHER PRODUCTS.....	18	46.0	-	-	-	-	-	-	-	-
STONE, CLAY, AND GLASS.....	34	71.6	6	7.4	-	-	-	-	-	-
PRIMARY METALS.....	94	530.3	4	8.3	1	1.1	-	-	2	10.0
FABRICATED METALS.....	35	74.6	5	20.9	-	-	-	-	-	-
MACHINERY.....	94	277.4	4	41.4	1	3.5	-	-	2	2.9
ELECTRICAL MACHINERY.....	106	470.8	3	6.0	-	-	1	6.7	-	-
TRANSPORTATION EQUIPMENT.....	106	1,098.9	5	17.3	2	2.3	-	-	-	-
INSTRUMENTS.....	14	32.3	2	8.1	-	-	-	-	-	-
MISCELLANEOUS MANUFACTURING.....	9	21.6	-	-	-	-	-	-	-	-
NONMANUFACTURING.....	816	3,934.6	116	632.4	34	341.1	42	170.9	20	67.3
MINING, CRUDE PETROLEUM, AND NATURAL GAS.....	18	157.6	1	1.4	1	125.0	-	-	1	2.6
TRANSPORTATION.....	75	588.4	38	410.0	1	3.5	2	26.7	2	4.5
COMMUNICATIONS.....	69	758.0	3	5.9	-	-	-	-	-	-
UTILITIES, ELECTRICITY AND GAS.....	78	184.0	8	13.6	1	3.9	-	-	-	-
WHOLESALE TRADE.....	17	31.6	1	1.9	-	-	-	-	-	-
RETAIL TRADE.....	111	416.8	5	6.8	-	-	-	-	-	-
HOTELS AND RESTAURANTS.....	44	185.6	-	-	-	-	-	-	1	1.1
SERVICES.....	72	392.4	1	15.3	1	15.3	-	3.0	-	-
CONSTRUCTION.....	328	1,212.2	59	177.5	30	193.4	39	141.3	16	58.9
MISCELLANEOUS NONMANUFACTURING.....	4	7.8	-	-	-	-	-	-	-	-

¹Excludes railroads and airlines.

NOTE: Nonadditive.

Table 14. Crew-size safety regulations in major collective bargaining agreements, by industry, 1974-75

(Workers in thousands)

INDUSTRY	ALL AGREEMENTS		CREW-SIZE REGULATIONS APPLYING TO --								NO REFERENCE	
			TOTAL		WORKING ALONE		SIZE OR WEIGHT OF WORK		HEIGHT OF WORK			
	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS
ALL INDUSTRIES.....	1,724	7,868.0	222	870.1	162	677.8	74	345.1	30	76.0	1,502	6,997.9
MANUFACTURING.....	908	3,933.4	58	141.3	43	112.8	17	40.6	3	7.9	850	3,792.1
ORDNANCE, ACCESSORIES.....	19	52.2	4	8.3	3	6.6	1	1.7	-	-	15	43.9
FOOD, KINDRED PRODUCTS.....	103	285.1	9	18.6	7	14.0	2	4.6	1	2.1	94	266.5
TOBACCO MANUFACTURING.....	9	25.2	2	3.9	2	3.9	-	-	-	-	7	21.3
TEXTILE MILL PRODUCTS.....	18	46.8	3	5.1	3	5.1	-	-	-	-	15	41.6
APPAREL.....	49	467.3	-	-	-	-	-	-	-	-	49	467.3
LUMBER, WOOD PRODUCTS.....	12	20.0	-	-	-	-	-	-	-	-	12	20.0
FURNITURE, FIXTURES.....	23	36.0	-	-	-	-	-	-	-	-	23	36.0
PAPER, ALLIED PRODUCTS.....	57	104.8	3	13.6	3	13.6	2	12.1	-	-	54	91.2
PRINTING AND PUBLISHING.....	21	40.5	1	1.3	1	1.3	-	-	-	-	20	39.3
CHEMICALS.....	53	102.8	2	2.6	1	1.6	1	1.0	-	-	51	100.1
PETROLEUM REFINING.....	15	30.9	1	1.1	1	1.1	-	-	-	-	14	29.8
RUBBER AND PLASTICS.....	19	98.0	-	-	-	-	-	-	-	-	19	98.0
LEATHER PRODUCTS.....	18	46.0	-	-	-	-	-	-	-	-	18	46.0
STONE, CLAY, AND GLASS.....	34	71.6	3	5.0	-	-	3	5.0	1	2.8	31	66.6
PRIMARY METALS.....	94	530.3	3	6.3	2	5.0	1	1.3	-	-	91	524.0
FABRICATED METALS.....	35	74.6	3	20.1	2	18.5	1	1.6	-	-	32	54.5
MACHINERY.....	94	277.4	10	21.3	8	19.0	2	2.3	-	-	84	256.1
ELECTRICAL MACHINERY.....	106	470.8	3	7.4	2	3.1	1	4.3	-	-	103	463.4
TRANSPORTATION EQUIPMENT.....	106	1,098.9	10	24.6	8	19.9	2	4.7	1	3.0	96	1,074.3
INSTRUMENTS.....	14	32.3	-	-	-	-	-	-	-	-	14	32.3
MISCELLANEOUS MANUFACTURING.....	9	21.6	1	2.0	-	-	1	2.0	-	-	8	19.6
NONMANUFACTURING.....	816	3,934.6	164	728.8	119	565.0	57	304.4	27	68.1	652	3,205.8
MINING, CRUDE PETROLEUM, AND NATURAL GAS.....	18	157.6	3	127.4	3	127.4	2	126.0	-	-	15	30.1
TRANSPORTATION.....	75	588.4	12	129.1	5	81.8	7	46.8	1	2.5	63	459.3
COMMUNICATIONS.....	69	758.0	1	2.8	1	2.8	-	-	-	-	68	755.2
UTILITIES, ELECTRICITY AND GAS.....	78	184.0	31	74.8	31	74.8	3	5.4	3	10.3	47	109.3
WHOLESALE TRADE.....	17	31.6	1	1.3	1	1.3	-	-	-	-	16	30.3
RETAIL TRADE.....	111	416.8	1	1.3	-	-	1	1.3	-	-	110	415.5
HOTELS AND RESTAURANTS.....	44	185.6	-	-	-	-	-	-	-	-	44	185.6
SERVICES.....	72	392.4	4	18.9	-	-	2	2.2	3	17.9	68	373.5
CONSTRUCTION.....	328	1,212.2	111	372.9	78	276.8	42	122.6	20	37.3	217	839.3
MISCELLANEOUS NONMANUFACTURING.....	4	7.8	-	-	-	-	-	-	-	-	4	7.8

¹Excludes railroads and airlines.

NOTE: Nonadditive.

Table 15. Protection against specific hazards in major collective bargaining agreements, 1974-75

(Workers in thousands)

PROVISION	AGREEMENTS	WORKERS
ALL AGREEMENTS.....	1,724	7,868.0
ADEQUATE LIGHTING.....	104	564.1
EYE AND FACE PROTECTION.....	338	1,427.0
PROTECTION FROM NOXIOUS GASES OR DUST.....	285	2,218.0
PROTECTIVE CLOTHING.....	367	2,373.4
GLOVES.....	297	1,568.6
SAFETY SHOES.....	168	462.2
HEARING PROTECTION.....	67	1,286.0
FALLS.....	146	777.3
FALLING OBJECTS.....	174	705.0
GUARDS AND SAFETY DEVICES ON MACHINERY.....	115	439.5
PROTECTION FROM ELECTRICAL HAZARDS.....	80	305.3
RADIATION.....	72	520.1
FIRE PROTECTION.....	188	1,006.9
HAZARD TO FELLOW EMPLOYEE.....	128	355.8

NOTE: Nonadditive.

Table 16. Protection against noxious gases or dust in major collective bargaining agreements, 1974-75

(Workers in thousands)

PROVISION	AGREEMENTS	WORKERS
ALL AGREEMENTS.....	1,724	7,868.0
TOTAL WITH REFERENCE TO PROTECTION AGAINST NOXIOUS GASES OR DUST.....	285	2,218.0
VENTILATION.....	177	1,017.2
RESPIRATORS, DUST MASKS.....	135	734.7
TIME LIMITS ON EXPOSURE.....	10	46.1
MONITORING DEVICES.....	44	1,041.0
REGULATIONS ON USE, HANDLING, STORAGE OF GASES.....	16	70.5
TYPE OF PROTECTION NOT SPECIFIED.....	2	3.0
NO REFERENCE TO PROTECTION AGAINST NOXIOUS GASES OR DUST...	1,439	5,650.0

NOTE: Nonadditive.

Table 17. Sanitation, housekeeping, and personal hygiene in major collective bargaining agreements, by industry, 1974-75

(Workers in thousands)

INDUSTRY	ALL AGREEMENTS		REFERRING TO SANITATION, HOUSEKEEPING, AND PERSONAL HYGIENE								NO REFERENCE TO SANITATION, HOUSEKEEPING AND PERSONAL HYGIENE	
			TOTAL		SANITATION		HOUSEKEEPING		PERSONAL HYGIENE			
	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS
ALL INDUSTRIES.....	1,724	7,868.0	673	2,994.3	611	2,701.6	126	549.6	22	82.4	1,051	4,873.8
MANUFACTURING.....	908	3,933.4	330	1,198.8	285	977.3	86	305.3	11	26.0	578	2,734.6
ORDNANCE, ACCESSORIES.....	19	52.2	9	34.1	6	27.5	3	6.5	1	2.8	10	18.1
FOOD, KINDRED PRODUCTS.....	103	285.1	27	58.2	23	47.0	1	1.4	4	11.1	76	226.9
TOBACCO MANUFACTURERS.....	9	25.2	2	5.8	1	3.2	1	2.6	-	-	7	19.4
TEXTILE MILL PRODUCTS.....	18	46.8	8	23.9	8	23.9	-	-	-	-	10	22.8
APPAREL.....	49	467.3	27	228.2	25	125.2	2	103.0	-	-	22	239.1
LUMBER, WOOD PRODUCTS.....	12	20.0	3	4.1	2	2.9	1	1.2	-	-	9	15.8
FURNITURE, FIXTURES.....	23	36.0	6	8.7	6	8.7	-	-	-	-	17	27.3
PAPER, ALLIED PRODUCTS.....	57	104.8	35	68.1	24	42.3	20	39.6	4	5.4	22	36.7
PRINTING AND PUBLISHING.....	21	40.5	10	18.8	10	18.8	4	7.3	1	1.2	11	21.6
CHEMICALS.....	53	102.8	28	50.7	24	37.0	10	21.9	-	-	25	52.0
PETROLEUM REFINING.....	15	30.9	4	8.6	3	7.4	3	7.5	-	-	11	22.3
RUBBER AND PLASTICS.....	19	98.0	11	84.4	10	83.2	5	26.3	-	-	8	13.6
LEATHER PRODUCTS.....	18	46.0	7	11.5	6	10.5	2	2.4	-	-	11	34.5
STONE, CLAY, AND GLASS.....	34	71.6	9	19.3	8	15.8	2	6.3	-	-	25	52.3
PRIMARY METALS.....	94	530.3	18	49.9	14	38.7	4	7.0	1	5.4	76	480.3
FABRICATED METALS.....	35	74.6	17	28.5	16	26.6	5	8.3	-	-	18	46.1
MACHINERY.....	94	277.4	30	146.3	28	143.1	5	11.5	-	-	64	131.1
ELECTRICAL MACHINERY.....	106	470.8	27	64.1	23	55.2	9	16.1	-	-	79	406.8
TRANSPORTATION EQUIPMENT.....	106	1,098.9	43	264.0	40	240.0	7	32.8	-	-	63	834.9
INSTRUMENTS.....	14	32.3	6	16.6	5	15.3	1	1.3	-	-	8	15.7
MISCELLANEOUS MANUFACTURING.....	9	21.6	3	4.7	3	4.7	1	2.0	-	-	6	16.9
NONMANUFACTURING.....	816	3,934.6	343	1,795.4	326	1,724.3	40	244.3	11	56.4	473	2,139.1
MINING, CRUDE PETROLEUM, AND NATURAL GAS.....	18	157.6	4	129.2	4	129.2	1	125.0	-	-	14	28.4
TRANSPORTATION.....	75	588.4	50	482.1	48	467.8	6	25.8	3	6.3	25	106.3
COMMUNICATIONS.....	69	758.0	6	131.0	6	131.0	-	-	-	-	63	626.9
UTILITIES, ELECTRICITY AND GAS.....	78	184.0	4	7.1	3	5.3	1	1.9	-	-	74	176.9
WHOLESALE TRADE.....	17	31.6	10	18.0	9	17.0	1	1.0	-	-	7	13.6
RETAIL TRADE.....	111	416.8	22	86.4	16	59.0	11	41.6	1	2.2	89	330.4
HOTELS AND RESTAURANTS.....	44	185.6	27	129.8	26	119.8	2	5.2	1	10.0	17	55.8
SERVICES.....	72	392.4	22	105.5	20	98.6	3	8.1	1	1.1	50	286.9
CONSTRUCTION.....	328	1,212.2	196	703.5	193	695.3	14	34.2	5	36.8	132	508.7
MISCELLANEOUS MANUFACTURING.....	4	7.8	2	2.6	1	1.0	1	1.6	-	-	2	5.1

¹Excludes railroads and airlines.

NOTE: Nonadditive.

Table 18. Physical examination provisions in major collective bargaining agreements, by industry, 1974-75

(Workers in thousands)

INDUSTRY	ALL AGREEMENTS		REFERENCE TO PHYSICAL EXAMINATION					
	AGREEMENTS	WORKERS	TOTAL		PRE-EMPLOYMENT		REGULAR INTERVALS	
			AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS
ALL INDUSTRIES.....	1,724	7,868.0	554	2,963.0	123	580.3	87	306.9
MANUFACTURING.....	908	3,933.4	352	1,766.9	63	195.0	62	235.4
ORDNANCE, ACCESSORIES.....	19	52.2	12	37.9	4	5.6	3	8.8
FOOD, KINDRED PRODUCTS.....	103	285.1	37	149.4	6	16.4	9	23.5
TOBACCO MANUFACTURING.....	9	25.2	4	12.0	1	2.6	-	-
TEXTILE MILL PRODUCTS.....	18	46.8	6	11.9	-	-	-	-
APPAREL.....	49	467.3	5	12.6	-	-	-	-
LUMBER, WOOD PRODUCTS.....	12	20.0	1	1.3	-	-	-	-
FURNITURE, FIXTURES.....	23	36.0	5	8.9	2	3.7	1	1.0
PAPER, ALLIED PRODUCTS.....	57	104.8	26	40.3	8	12.4	4	5.1
PRINTING AND PUBLISHING.....	21	40.5	3	4.6	-	-	1	1.6
CHEMICALS.....	53	102.8	31	63.0	8	14.3	9	15.0
PETROLEUM REFINING.....	15	30.9	12	20.9	8	15.5	3	4.1
RUBBER AND PLASTICS.....	19	98.0	13	83.8	1	1.3	1	1.5
LEATHER PRODUCTS.....	18	46.0	3	11.8	-	-	-	-
STONE, CLAY, AND GLASS.....	34	71.6	14	37.3	5	19.9	4	6.0
PRIMARY METALS.....	94	530.3	23	60.6	2	2.2	3	3.3
FABRICATED METALS.....	35	74.6	12	35.3	2	4.5	1	3.0
MACHINERY.....	94	277.4	50	184.4	7	44.3	8	89.9
ELECTRICAL MACHINERY.....	106	470.8	44	249.9	2	5.6	6	9.7
TRANSPORTATION EQUIPMENT.....	106	1,098.9	46	729.5	7	46.7	9	62.8
INSTRUMENTS.....	14	32.3	3	7.2	-	-	-	-
MISCELLANEOUS MANUFACTURING.....	9	21.6	2	4.1	-	-	-	-
NONMANUFACTURING.....	816	3,934.6	202	1,196.1	60	385.3	25	71.5
MINING, CRUDE PETROLEUM, AND NATURAL GAS.....	18	157.6	12	145.3	5	133.1	1	1.4
TRANSPORTATION.....	75	588.4	51	484.9	20	172.2	4	21.5
COMMUNICATIONS.....	69	758.0	12	137.3	3	7.8	2	5.0
UTILITIES, ELECTRICITY AND GAS.....	78	184.0	38	103.7	9	20.1	5	8.1
WHOLESALE TRADE.....	17	31.6	7	14.4	2	4.5	-	-
RETAIL TRADE.....	111	416.8	32	112.4	3	5.3	2	4.0
HOTELS AND RESTAURANTS.....	44	185.6	7	28.6	1	2.0	2	5.9
SERVICES.....	72	392.4	15	84.1	4	11.1	3	9.3
CONSTRUCTION.....	328	1,212.2	27	83.5	12	27.3	5	14.6
MISCELLANEOUS NONMANUFACTURING.....	4	7.8	1	1.6	1	1.6	1	1.6
REFERENCE TO PHYSICAL EXAMINATION -- CONTINUED								NO REFERENCE
	IRREGULAR INTERVALS ²		FOLLOWING ILLNESS OR INJURY		FOLLOWING LAYOFF OR LEAVE			
	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS
ALL INDUSTRIES.....	235	1,893.3	234	951.3	117	362.0	1170	4,905.0
MANUFACTURING.....	123	1,074.8	184	715.5	95	260.4	556	2,166.5
ORDNANCE, ACCESSORIES.....	2	10.3	7	19.2	4	12.6	7	14.3
FOOD, KINDRED PRODUCTS.....	14	77.8	18	50.5	9	19.1	66	135.7
TOBACCO MANUFACTURING.....	1	2.6	3	7.7	2	6.9	5	13.1
TEXTILE MILL PRODUCTS.....	-	-	4	9.3	2	2.5	12	34.9
APPAREL.....	1	2.1	1	1.0	3	9.5	44	454.7
LUMBER, WOOD PRODUCTS.....	-	-	1	1.3	1	1.3	11	18.6
FURNITURE, FIXTURES.....	2	4.0	2	3.7	-	-	18	27.1
PAPER, ALLIED PRODUCTS.....	10	16.2	13	21.2	4	4.8	31	64.5
PRINTING AND PUBLISHING.....	1	1.8	1	1.3	-	-	18	35.8
CHEMICALS.....	14	31.8	16	25.9	6	9.5	22	39.7
PETROLEUM REFINING.....	5	8.8	6	13.0	5	9.9	3	10.0
RUBBER AND PLASTICS.....	5	49.3	5	46.5	5	16.0	6	14.3
LEATHER PRODUCTS.....	2	3.8	2	10.0	-	-	15	34.3
STONE, CLAY, AND GLASS.....	10	29.6	5	16.0	3	15.4	20	34.3
PRIMARY METALS.....	9	21.9	11	30.4	4	9.8	71	469.6
FABRICATED METALS.....	3	6.6	6	21.6	6	25.2	23	39.4
MACHINERY.....	15	72.8	32	110.8	16	48.2	44	93.0
ELECTRICAL MACHINERY.....	13	158.5	25	97.8	15	44.3	62	220.9
TRANSPORTATION EQUIPMENT.....	14	573.8	26	228.1	7	17.0	60	369.4
INSTRUMENTS.....	1	1.2	-	-	2	6.0	11	25.1
MISCELLANEOUS MANUFACTURING.....	1	2.0	-	-	1	2.1	7	17.5
NONMANUFACTURING.....	112	818.5	50	235.8	22	101.6	614	2,738.5
MINING, CRUDE PETROLEUM, AND NATURAL GAS.....	10	142.7	3	5.1	3	4.0	6	12.3
TRANSPORTATION.....	38	422.3	8	39.3	2	12.9	24	103.5
COMMUNICATIONS.....	5	79.0	5	34.6	2	29.5	57	620.7
UTILITIES, ELECTRICITY AND GAS.....	13	28.8	14	31.3	15	55.1	40	80.3
WHOLESALE TRADE.....	4	8.9	1	1.0	-	-	10	17.1
RETAIL TRADE.....	22	64.0	7	43.4	-	-	79	304.4
HOTELS AND RESTAURANTS.....	5	22.7	1	3.5	-	-	37	157.0
SERVICES.....	4	9.5	8	68.0	-	-	57	308.3
CONSTRUCTION.....	11	40.6	2	8.0	-	-	301	1,128.6
MISCELLANEOUS NONMANUFACTURING.....	-	-	1	1.6	-	-	3	6.1

¹Excludes railroads and airlines.

²Includes physical examinations given to active employees for vari-

ous purposes, with regular intervals not specified.

NOTE: Nonadditive.

Table 19. Accident procedures in major collective bargaining agreements, by industry, 1974-75

(Workers in thousands)

INDUSTRY	ALL AGREEMENTS		REFERENCE TO ACCIDENT AND INJURY PROCEDURES								NO REFERENCE	
	AGREEMENTS	WORKERS	TOTAL		REPORTS		INVESTIGATIONS		RECORDS		AGREEMENTS	WORKERS
			AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS		
ALL INDUSTRIES.....	1,724	7,868.0	459	2,745.9	342	1,464.8	341	1,556.7	114	999	1,265	5,122.1
MANUFACTURING.....	908	3,933.4	257	1,597.0	161	560.8	176	746.7	84	555	651	2,336.4
ORDNANCE, ACCESSORIES.....	19	52.2	3	7.5	2	5.5	2	5.5	-	-	16	44.7
FOOD, KINDRED PRODUCTS.....	103	285.1	24	109.3	21	98.8	19	42.6	4	59	79	175.8
TOBACCO MANUFACTURING.....	9	25.2	2	3.4	-	-	-	-	1	1	7	21.8
TEXTILE MILL PRODUCTS.....	18	46.8	-	-	-	-	-	-	-	-	18	46.8
APPAREL.....	49	467.3	-	-	-	-	-	-	-	-	49	467.3
LUMBER, WOOD PRODUCTS.....	12	20.0	1	1.6	1	1.6	1	1.6	-	-	11	18.4
FURNITURE, FIXTURES.....	23	36.0	6	8.0	3	3.8	2	3.0	5	7	17	27.9
PAPER, ALLIED PRODUCTS.....	57	104.8	29	57.8	28	56.3	26	52.9	4	7	28	47.0
PRINTING AND PUBLISHING.....	21	40.5	1	1.6	1	1.6	1	1.6	-	-	20	38.9
CHEMICALS.....	53	102.8	20	38.5	12	19.8	12	19.8	5	8	33	64.3
PETROLEUM REFINING.....	15	30.9	8	14.2	4	6.3	3	5.1	1	1	7	16.8
RUBBER AND PLASTICS.....	19	98.0	16	90.6	14	78.8	10	72.0	7	42	3	7.4
LEATHER PRODUCTS.....	18	46.0	-	-	-	-	-	-	-	-	18	46.0
STONE, CLAY, AND GLASS.....	34	71.6	10	15.4	6	10.5	7	11.8	3	5	24	56.2
PRIMARY METALS.....	94	530.3	52	425.3	20	123.1	36	345.8	30	343	42	105.0
FABRICATED METALS.....	35	74.6	12	33.7	6	9.6	8	26.1	3	18	23	40.9
MACHINERY.....	94	277.4	32	123.3	15	72.7	19	80.0	13	24	62	154.2
ELECTRICAL MACHINERY.....	106	470.8	14	55.2	12	28.6	13	30.2	3	28	92	415.6
TRANSPORTATION EQUIPMENT.....	106	1,098.9	25	608.4	15	41.7	15	45.2	4	12	81	490.5
INSTRUMENTS.....	14	32.3	-	-	-	-	-	-	-	-	14	32.3
MISCELLANEOUS MANUFACTURING.....	9	21.6	2	3.3	1	2.0	2	3.3	1	1	7	18.3
NONMANUFACTURING.....	816	3,934.6	202	1,148.8	181	1,103.9	165	810.0	30	444	614	2,785.8
MINING, CRUDE PETROLEUM, AND NATURAL GAS.....	18	157.6	10	142.5	5	132.4	5	132.4	2	127	8	15.1
TRANSPORTATION.....	75	588.4	42	453.3	42	453.3	31	207.9	11	245	33	135.2
COMMUNICATIONS.....	69	758.0	4	64.4	4	64.4	3	28.3	1	36	65	693.6
UTILITIES, ELECTRIC AND GAS.....	78	184.0	30	71.6	17	43.7	18	44.8	6	10	48	112.4
WHOLESALE TRADE.....	17	31.6	2	2.2	2	2.2	2	2.2	-	-	15	29.4
RETAIL TRADE.....	111	416.8	3	7.4	3	7.4	3	7.4	-	-	108	409.4
HOTELS AND RESTAURANTS.....	44	185.6	1	3.9	-	-	-	-	1	4	43	181.7
SERVICES.....	72	392.4	2	3.0	2	3.0	2	3.0	-	-	70	389.4
CONSTRUCTION.....	328	1,212.2	108	400.5	106	397.5	101	383.9	9	21	220	811.6
MISCELLANEOUS NONMANUFACTURING.....	4	7.8	-	-	-	-	-	-	-	-	4	7.8

¹Excludes railroads and airlines.

NOTE: Nonadditive.

Table 20. First aid and hospital facilities in major collective bargaining agreements, by industry, 1974-75

(Workers in thousands)

INDUSTRY	ALL AGREEMENTS		REFERENCE TO FIRST AID AND HOSPITAL FACILITIES									
	AGREEMENTS	WORKERS	TOTAL		FIRST AID EQUIPMENT		SPECIAL FACILITIES		OUTSIDE FACILITIES		NO DETAILS	
			AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS
ALL INDUSTRIES.....	1,724	7,868.0	492	3,019.9	128	612.6	335	2,071.4	10	96.1	19	239.8
MANUFACTURING.....	908	3,933.4	356	2,062.8	29	53.6	307	1,768.8	2	2.3	18	238.1
ORDNANCE, ACCESSORIES.....	19	52.2	13	38.4	1	1.3	11	33.3	-	-	1	3.8
FOOD, KINDRED PRODUCTS.....	103	285.1	27	121.5	5	12.9	21	53.6	-	-	1	55.0
TOBACCO MANUFACTURING.....	9	25.2	3	6.0	-	-	3	6.0	-	-	-	-
TEXTILE MILL PRODUCTS.....	18	46.8	-	-	-	-	-	-	-	-	-	-
APPAREL.....	49	467.3	1	2.0	1	2.0	-	-	-	-	-	-
LUMBER, WOOD PRODUCTS.....	12	20.0	1	1.6	-	-	1	1.6	-	-	-	-
FURNITURE, FIXTURES.....	23	36.0	5	7.7	-	-	5	7.7	-	-	-	-
PAPER, ALLIED PRODUCTS.....	57	104.8	30	55.1	5	7.8	25	47.3	-	-	-	-
PRINTING AND PUBLISHING.....	21	40.5	3	5.3	1	1.2	2	4.1	-	-	-	-
CHEMICALS.....	53	102.8	38	77.5	2	2.6	35	73.9	1	1.0	-	-
PETROLEUM REFINING.....	15	30.9	2	4.8	-	-	2	4.8	-	-	-	-
RUBBER AND PLASTICS.....	19	98.0	17	96.0	-	-	17	96.0	-	-	-	-
LEATHER PRODUCTS.....	18	46.0	2	3.8	-	-	2	3.8	-	-	-	-
STONE, CLAY, AND GLASS.....	34	71.6	18	33.6	2	2.6	13	24.5	-	-	3	6.5
PRIMARY METALS.....	94	530.3	36	295.4	2	8.6	32	273.3	-	-	2	13.4
FABRICATED METALS.....	35	74.6	8	25.9	-	-	6	23.5	-	-	2	2.4
MACHINERY.....	94	277.4	43	150.3	1	1.2	39	142.3	1	1.3	2	5.5
ELECTRICAL MACHINERY.....	106	470.8	41	229.9	4	4.6	35	204.5	-	-	2	20.7
TRANSPORTATION EQUIPMENT.....	106	1,098.9	61	894.6	5	8.8	52	757.1	-	-	4	128.7
INSTRUMENTS.....	14	32.3	4	8.5	-	-	4	8.5	-	-	-	-
MISCELLANEOUS MANUFACTURING.....	9	21.6	3	4.7	-	-	2	2.7	-	-	1	2.0
NONMANUFACTURING.....	816	3,934.6	136	957.0	99	558.9	28	302.6	8	93.8	1	1.7
MINING, CRUDE PETROLEUM, AND NATURAL GAS.....	18	157.6	5	130.5	1	1.2	4	129.3	-	-	-	-
TRANSPORTATION.....	75	588.4	11	175.6	10	172.5	1	3.1	-	-	-	-
COMMUNICATIONS.....	69	758.0	10	153.8	2	38.3	7	113.9	-	-	1	1.7
UTILITIES, ELECTRICITY AND GAS.....	78	184.0	20	42.8	15	33.4	5	9.4	-	-	-	-
WHOLESALE TRADE.....	17	31.6	-	-	-	-	-	-	-	-	-	-
RETAIL TRADE.....	111	416.8	29	124.4	24	113.3	5	11.1	-	-	-	-
HOTELS AND RESTAURANTS.....	44	185.6	2	6.8	2	6.8	-	-	-	-	-	-
SERVICES.....	72	392.4	10	65.8	7	57.8	3	8.0	-	-	-	-
CONSTRUCTION.....	328	1,212.2	49	257.2	38	135.7	3	27.8	8	93.8	-	-
MISCELLANEOUS NONMANUFACTURING.....	4	7.8	-	-	-	-	-	-	-	-	-	-

¹Excludes railroads and airlines.

NOTE: Because of rounding, sums of individual items may not equal totals.

Table 21. Personnel assigned to treating injuries in major collective bargaining agreements, by industry, 1974-75

(Workers in thousands)

INDUSTRY	ALL AGREEMENTS		REFERENCE TO PERSONNEL ASSIGNED							
	AGREEMENTS	WORKERS	TOTAL		TRAINED EMPLOYEE		TRAINED NURSE		PHYSICIAN	
			AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS
ALL INDUSTRIES.....	1,724	7,868.0	334	1,561.4	53	137.3	136	463.3	83	268.9
MANUFACTURING.....	908	3,933.4	242	1,106.9	41	102.4	129	317.3	80	260.7
ARMANCE, ACCESSORIES.....	19	52.2	6	13.9	-	-	2	3.5	3	7.6
FOOD, KINDRED PRODUCTS.....	103	285.1	19	100.4	5	10.7	10	16.1	4	14.1
TOBACCO MANUFACTURING.....	9	25.2	5	13.5	1	1.0	2	3.4	4	12.5
TEXTILE MILL PRODUCTS.....	18	46.8	-	-	-	-	-	-	-	-
APPAREL.....	49	467.3	1	1.0	-	-	1	1.0	-	-
LUMBER, WOOD PRODUCTS.....	12	20.0	-	-	-	-	-	-	-	-
FURNITURE, FIXTURES.....	23	36.0	7	14.0	-	-	6	13.0	1	3.9
PAPER, ALLIED PRODUCTS.....	57	104.8	21	45.8	5	10.3	13	29.3	5	11.8
PRINTING AND PUBLISHING.....	21	40.5	2	3.8	1	2.2	1	1.6	-	-
CHEMICALS.....	53	102.8	24	44.1	2	2.2	10	19.9	21	40.8
PETROLEUM REFINING.....	15	30.9	1	1.0	-	-	-	-	-	-
RUBBER AND ELASTICS.....	19	98.0	11	67.1	1	1.3	5	25.2	4	32.3
LEATHER PRODUCTS.....	18	46.0	2	9.3	-	-	2	9.3	-	-
STONE, CLAY, AND GLASS.....	34	71.6	15	30.1	4	8.0	6	11.5	7	12.8
PRIMARY METALS.....	94	530.3	19	217.8	3	4.3	8	15.6	6	9.1
FABRICATED METALS.....	35	74.6	9	25.5	2	2.9	6	21.9	1	1.2
MACHINERY.....	94	277.4	34	115.9	9	18.4	24	50.3	8	57.3
ELECTRICAL MACHINERY.....	106	470.8	30	188.4	2	2.5	14	35.0	8	37.8
TRANSPORTATION EQUIPMENT.....	106	1,098.9	31	208.2	6	38.5	15	55.5	8	19.5
INSTRUMENTS.....	14	32.3	3	3.5	-	-	3	3.5	-	-
MISCELLANEOUS MANUFACTURING.....	9	21.6	2	3.4	-	-	1	1.4	-	-
NONMANUFACTURING.....	816	3,934.6	92	454.4	12	34.9	7	146.0	3	8.2
MINING, CRUDE PETROLEUM, AND NATURAL GAS.....	18	157.6	6	132.5	3	5.0	2	126.4	1	1.0
TRANSFORMATION.....	75	588.4	4	21.7	-	-	1	3.0	1	4.6
COMMUNICATIONS.....	69	758.0	2	38.3	-	-	1	11.3	-	-
UTILITIES, ELECTRICITY AND GAS.....	78	184.0	4	6.6	2	4.2	1	1.3	-	-
WHOLESALE TRADE.....	17	31.6	-	-	-	-	-	-	-	-
RETAIL TRADE.....	111	416.8	2	5.6	-	-	1	3.0	-	-
HOTELS AND RESTAURANTS.....	44	185.6	-	-	-	-	-	-	-	-
SERVICES.....	72	392.4	1	26.0	-	-	-	-	-	-
CONSTRUCTION.....	328	1,212.2	73	223.8	7	25.7	1	1.0	1	2.5
MISCELLANEOUS NONMANUFACTURING.....	4	7.8	-	-	-	-	-	-	-	-
			REFERENCE TO PERSONNEL ASSIGNED -- CONTINUED							
			TRAINING NOT SPECIFIED		TREATMENT INDICATED - NO DETAILS GIVEN		NO REFERENCE		REFERENCE TO PAY FOR ASSIGNED EMPLOYEE	
			AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS
ALL INDUSTRIES.....			60	184.8	52	642.5	1,390	6,306.6	69	234.6
MANUFACTURING.....			6	18.1	36	543.9	666	2,826.5	6	11.9
ARMANCE, ACCESSORIES.....			-	-	2	4.6	13	38.3	1	1.6
FOOD, KINDRED PRODUCTS.....			1	6.5	2	57.8	84	184.7	-	-
TOBACCO MANUFACTURING.....			-	-	-	-	4	11.6	-	-
TEXTILE MILL PRODUCTS.....			-	-	-	-	18	46.8	-	-
APPAREL.....			-	-	-	-	48	466.3	-	-
LUMBER, WOOD PRODUCTS.....			-	-	-	-	12	20.0	-	-
FURNITURE, FIXTURES.....			-	-	1	1.0	16	21.9	-	-
PAPER, ALLIED PRODUCTS.....			-	-	3	6.1	36	59.0	1	1.5
PRINTING AND PUBLISHING.....			-	-	-	-	19	36.7	-	-
CHEMICALS.....			-	-	1	1.1	29	58.6	1	1.0
PETROLEUM REFINING.....			-	-	1	1.0	14	29.9	-	-
RUBBER AND ELASTICS.....			1	1.3	2	25.8	8	30.9	-	-
LEATHER PRODUCTS.....			-	-	-	-	16	36.8	-	-
STONE, CLAY, AND GLASS.....			-	-	4	9.3	19	41.5	-	-
PRIMARY METALS.....			1	3.4	4	166.7	75	312.4	-	-
FABRICATED METALS.....			2	2.4	-	-	26	49.1	-	-
MACHINERY.....			-	-	2	11.8	60	161.5	2	3.0
ELECTRICAL MACHINERY.....			1	4.5	6	110.3	76	282.4	-	-
TRANSPORTATION EQUIPMENT.....			-	-	7	124.1	75	890.8	1	4.8
INSTRUMENTS.....			-	-	-	-	11	28.8	-	-
MISCELLANEOUS MANUFACTURING.....			-	-	1	2.0	7	18.2	-	-
NONMANUFACTURING.....			54	166.7	16	98.6	724	3,480.1	63	222.8
MINING, CRUDE PETROLEUM, AND NATURAL GAS.....			-	-	-	-	12	25.1	-	-
TRANSFORMATION.....			-	-	2	14.0	71	566.8	-	-
COMMUNICATIONS.....			-	-	1	27.0	67	719.8	-	-
UTILITIES, ELECTRICITY AND GAS.....			-	-	1	1.1	74	177.4	-	-
WHOLESALE TRADE.....			-	-	-	-	17	31.6	-	-
RETAIL TRADE.....			-	-	1	2.6	109	411.3	-	-
HOTELS AND RESTAURANTS.....			-	-	-	-	44	185.6	-	-
SERVICES.....			-	-	1	26.0	71	366.4	-	-
CONSTRUCTION.....			54	166.7	10	27.9	255	988.4	63	222.8
MISCELLANEOUS NONMANUFACTURING.....			-	-	-	-	4	7.8	-	-

¹Excludes railroads and airlines.

NOTE: Nonadditive.

Table 22. Compensation for job-related injuries in major collective bargaining agreements, 1974-75

(Workers in thousands)

PROVISION	AGREEMENTS	WORKERS
	ALL AGREEMENTS.....	1,724
TOTAL REFERRING TO COMPENSATION FOR INJURIES.....	1,038	4,655.2
TEMPORARY CONTINUATION OF WAGES OR SALARY.....	634	2,904.9
OTHER PAY FOR TIME NOT WORKED ²	710	3,338.8
RED CIRCLE RATE (IN TRANSFER) ³	83	250.5
NO REFERENCE TO COMPENSATION.....	686	3,212.8

¹Continuation of wages or salary usually is limited to the remainder of the employee's shift on the day of injury.

²Includes supplements to workers' compensation benefits, vacation, holiday, and other payments not available to or in addition to those available to employees with nonoccupational disabilities.

³A red-circle rate is a rate of pay higher than the contractual or formally established rate for the job. The rate protects the employee from a decline in earnings through no fault of his own, here limited to physical disability resulting from on-the-job injury.

Table 23. Leave and transfer rights of disabled workers in major collective bargaining agreements, by industry, 1974-75

(Workers in thousands)

INDUSTRY	REFERENCE TO TRANSFER RIGHTS --						PROTECTION FROM TRANSFER OR LAYOFF		DISABILITY LEAVE OF ABSENCE ¹	
	TOTAL		FOR OCCUPATIONALLY DISABLED ONLY		FOR ALL DISABLED					
	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS
ALL INDUSTRIES.....	437	1,972.2	145	1,212.3	292	759.9	111	582.6	333	2,140.4
MANUFACTURING.....	345	1,703.4	124	1,164.8	221	538.6	82	410.3	254	1,753.1
ORDNANCE, ACCESSORIES.....	12	34.9	8	26.1	4	8.8	4	13.3	7	13.7
FOOD, KINDRED PRODUCTS.....	22	40.8	7	11.1	15	29.7	7	17.0	18	85.6
TOBACCO MANUFACTURING.....	3	6.8	1	1.8	2	5.0	-	-	1	2.4
TEXTILE MILL PRODUCTS.....	2	3.3	-	-	2	3.3	-	-	-	-
APPAREL.....	-	-	-	-	-	-	-	-	-	-
LOBBER, WOOD PRODUCTS.....	-	-	-	-	-	-	-	-	1	4.0
FURNITURE, FIXTURES.....	6	8.4	2	3.7	4	4.7	3	5.3	5	8.0
PAPER, ALLIED PRODUCTS.....	16	24.0	5	9.5	11	14.5	-	-	10	15.8
PRINTING AND PUBLISHING.....	-	-	-	-	-	-	-	-	3	5.0
CHEMICALS.....	35	66.2	10	18.1	25	48.0	5	8.0	14	27.8
PETROLEUM REFINING.....	6	12.4	-	-	6	12.4	-	-	1	2.6
RUBBER AND PLASTICS.....	17	81.0	6	64.5	11	16.5	4	23.8	7	63.8
LEATHER PRODUCTS.....	4	10.5	1	1.4	3	9.1	-	-	2	10.5
STONE, CLAY, AND GLASS.....	19	38.6	4	8.3	15	30.3	4	7.2	7	10.3
PRIMARY METALS.....	42	281.3	14	187.3	28	93.9	15	186.1	51	404.0
FABRICATED METALS.....	11	32.4	4	18.7	7	13.8	3	17.0	13	34.0
MACHINERY.....	49	133.5	12	25.0	37	108.4	7	19.9	34	99.6
ELECTRICAL MACHINERY.....	35	99.1	15	60.5	20	38.5	10	42.9	26	190.5
TRANSPORTATION EQUIPMENT.....	54	796.4	30	715.7	24	80.8	20	69.8	48	765.3
INSTRUMENTS.....	7	18.6	3	9.4	4	9.2	-	-	3	4.4
MISCELLANEOUS MANUFACTURING	5	14.8	2	3.4	3	11.4	-	-	3	5.7
NONMANUFACTURING.....	92	268.8	21	47.5	71	221.3	29	172.3	79	387.3
MINING, CRUDE PETROLEUM, AND NATURAL GAS.....	9	15.1	2	3.4	7	11.7	1	2.3	8	16.4
TRANSPORTATION ²	6	13.6	-	-	6	13.6	-	-	8	102.4
COMMUNICATIONS.....	4	53.8	-	-	4	53.8	-	-	7	21.0
UTILITIES, ELECTRICITY AND GAS.....	56	137.8	10	20.0	46	117.8	6	17.3	17	36.3
WHOLESALE TRADE.....	3	8.3	-	-	3	8.3	1	1.0	1	2.3
RETAIL TRADE.....	3	5.1	2	3.3	1	1.8	2	4.0	18	113.7
HOTELS AND RESTAURANTS.....	1	9.0	-	-	1	9.0	-	-	5	34.1
SERVICES.....	2	6.6	1	4.5	1	2.1	-	-	10	42.5
CONSTRUCTION.....	7	17.7	5	14.6	2	3.1	19	147.6	5	18.4
MISCELLANEOUS NONMANUFACTURING.....	1	1.6	1	1.6	-	-	-	-	-	-

¹Leave terms more favorable than those for employees with disabilities not related to work.

²Excludes railroads and airlines.

NOTE: Nonadditive.

Table 24. Hazardous duty differentials in major collective bargaining agreements, by industry, 1974-75

(Workers in thousands)

INDUSTRY	ALL AGREEMENTS		REFERENCE TO HAZARDOUS DUTY DIFFERENTIALS								
	AGREEMENTS	WORKERS	TOTAL		25 CENTS OR LESS		26 TO 50 CENTS		51 CENTS TO \$1.00		
			AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	
ALL INDUSTRIES.....	1,724	7,868.0	260	1,005.3	63	269.3	18	61.3	4	16.9	
MANUFACTURING.....	908	3,933.4	58	150.1	13	19.8	2	2.8	-	-	
ORDNANCE, ACCESSORIES.....	19	52.2	2	7.5	-	-	-	-	-	-	
FOOD, KINDRED PRODUCTS.....	103	285.1	5	10.9	-	-	1	1.3	-	-	
TOBACCO MANUFACTURING.....	9	25.2	-	-	-	-	-	-	-	-	
TEXTILE MILL PRODUCTS.....	18	46.8	-	-	-	-	-	-	-	-	
APPAREL.....	49	467.3	-	-	-	-	-	-	-	-	
LUMBER, WOOD PRODUCTS.....	12	20.0	2	2.9	1	1.2	-	-	-	-	
FURNITURE, FIXTURES.....	23	36.0	-	-	-	-	-	-	-	-	
PAPER, ALLIED PRODUCTS.....	57	104.8	6	10.1	1	1.5	1	1.4	-	-	
PRINTING AND PUBLISHING.....	21	40.5	1	1.3	1	1.3	-	-	-	-	
CHEMICALS.....	53	102.8	2	2.1	2	2.1	-	-	-	-	
PETROLEUM REFINING.....	15	30.9	3	4.3	1	1.2	-	-	-	-	
RUBBER AND PLASTICS.....	19	98.0	1	1.3	1	1.3	-	-	-	-	
LEATHER PRODUCTS.....	18	46.0	-	-	-	-	-	-	-	-	
STONE, CLAY, AND GLASS.....	34	71.6	4	6.5	-	-	-	-	-	-	
PRIMARY METALS.....	94	530.3	-	-	-	-	-	-	-	-	
FABRICATED METALS.....	35	74.6	1	1.3	1	1.3	-	-	-	-	
MACHINERY.....	94	277.4	4	4.8	-	-	-	-	-	-	
ELECTRICAL MACHINERY.....	106	470.8	2	9.1	1	1.1	-	-	-	-	
TRANSPORTATION EQUIPMENT.....	106	1,098.9	23	81.8	2	2.8	-	-	-	-	
INSTRUMENTS.....	14	32.3	2	6.1	2	6.1	-	-	-	-	
MISCELLANEOUS MANUFACTURING	9	21.6	-	-	-	-	-	-	-	-	
NONMANUFACTURING.....	816	3,934.6	202	855.1	50	249.5	16	58.5	4	16.9	
MINING, CRUDE PETROLEUM, AND NATURAL GAS.....	18	157.6	1	1.4	-	-	-	-	-	-	
TRANSPORTATION.....	75	588.4	24	199.3	6	99.7	-	-	-	-	
COMMUNICATIONS.....	69	758.0	2	29.8	-	-	-	-	-	-	
UTILITIES, ELECTRICITY AND GAS.....	78	184.0	14	27.0	2	2.4	-	-	-	-	
WHOLESALE TRADE.....	17	31.6	-	-	-	-	-	-	-	-	
RETAIL TRADE.....	111	416.8	-	-	-	-	-	-	-	-	
HOTELS AND RESTAURANTS.....	44	185.6	-	-	-	-	-	-	-	-	
SERVICES.....	72	392.4	3	7.0	1	2.0	-	-	-	-	
CONSTRUCTION.....	328	1,212.2	158	590.6	41	145.4	16	58.5	4	16.9	
MISCELLANEOUS NONMANUFACTURING.....	4	7.8	-	-	-	-	-	-	-	-	
REFERENCE TO HAZARDOUS DUTY DIFFERENTIALS -- CONTINUED											
		MORE THAN \$1.00		MONEY RATES VARY		PERCENTAGE		OTHER ¹		NO REFERENCE	
	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	AGREEMENTS	WORKERS	
ALL INDUSTRIES.....	8	68.4	116	427.3	42	113.9	9	48.3	1,464	6,862.8	
MANUFACTURING.....	2	5.3	26	84.4	15	37.8	-	-	850	3,783.3	
ORDNANCE, ACCESSORIES.....	-	-	1	6.0	1	1.5	-	-	17	44.6	
FOOD, KINDRED PRODUCTS.....	2	5.3	-	-	2	4.3	-	-	98	274.3	
TOBACCO MANUFACTURING.....	-	-	-	-	-	-	-	-	9	25.2	
TEXTILE MILL PRODUCTS.....	-	-	-	-	-	-	-	-	18	46.8	
APPAREL.....	-	-	-	-	-	-	-	-	49	467.3	
LUMBER, WOOD PRODUCTS.....	-	-	1	1.7	-	-	-	-	10	17.1	
FURNITURE, FIXTURES.....	-	-	-	-	-	-	-	-	23	36.0	
PAPER, ALLIED PRODUCTS.....	-	-	3	5.9	1	1.3	-	-	51	94.6	
PRINTING AND PUBLISHING.....	-	-	-	-	-	-	-	-	20	39.3	
CHEMICALS.....	-	-	-	-	-	-	-	-	51	100.0	
PETROLEUM REFINING.....	-	-	1	2.0	1	1.1	-	-	12	26.6	
RUBBER AND PLASTICS.....	-	-	-	-	-	-	-	-	18	96.8	
LEATHER PRODUCTS.....	-	-	-	-	-	-	-	-	18	46.0	
STONE, CLAY, AND GLASS.....	-	-	-	-	4	6.5	-	-	30	65.1	
PRIMARY METALS.....	-	-	-	-	-	-	-	-	94	530.3	
FABRICATED METALS.....	-	-	-	-	-	-	-	-	34	73.3	
MACHINERY.....	-	-	3	3.8	1	1.0	-	-	90	272.6	
ELECTRICAL MACHINERY.....	-	-	1	8.0	-	-	-	-	104	461.8	
TRANSPORTATION EQUIPMENT.....	-	-	16	56.9	5	22.1	-	-	83	1,017.1	
INSTRUMENTS.....	-	-	-	-	-	-	-	-	12	26.2	
MISCELLANEOUS MANUFACTURING	-	-	-	-	-	-	-	-	9	21.6	
NONMANUFACTURING.....	6	63.1	90	342.8	27	76.1	9	48.3	614	3,079.4	
MINING, CRUDE PETROLEUM, AND NATURAL GAS.....	-	-	1	1.4	-	-	-	-	17	156.2	
TRANSPORTATION.....	1	21.0	4	41.5	10	27.8	3	9.3	51	389.1	
COMMUNICATIONS.....	-	-	-	-	1	2.8	1	27.0	67	728.2	
UTILITIES, ELECTRICITY AND GAS.....	-	-	6	10.8	5	12.4	1	1.3	64	157.0	
WHOLESALE TRADE.....	-	-	-	-	-	-	-	-	17	31.6	
RETAIL TRADE.....	-	-	-	-	-	-	-	-	111	416.8	
HOTELS AND RESTAURANTS.....	-	-	-	-	-	-	-	-	44	185.6	
SERVICES.....	-	-	1	2.5	-	-	1	2.5	69	385.4	
CONSTRUCTION.....	5	42.1	78	286.5	11	33.0	3	8.1	170	621.6	
MISCELLANEOUS NONMANUFACTURING.....	-	-	-	-	-	-	-	-	4	7	

¹Includes 1 agreement, flat hourly rate some jobs, percentage other jobs; 1 agreement, flat amount for each separate exposure to hazard, with daily maximum amount; 1 agreement, flat hourly rate some jobs, others subject to negotiation; 2 agreements, rates subject to negotiation; 4 agreements, unable to determine rate structure.

²Excludes railroads and airlines.
NOTE: Because of rounding, sums of individual items may not equal totals.

Table 25. Conditions to which hazard differentials apply in major collective bargaining agreements, 1974-75

(Workers in thousands)

CONDITION	AGREEMENTS	WORKERS
ALL AGREEMENTS.....	1,724	7,868.0
TOTAL PROVIDING HAZARD PAY.....	260	1,005.3
FALLING.....	161	575.3
EXCESSIVE HEAT OR FIRE.....	21	76.7
RADIATION.....	12	30.6
ELECTRICAL WORK.....	13	25.0
ACIDS, FUMES OR CHEMICALS.....	109	372.9
EXPLOSIVES.....	42	249.7
COMPRESSED AIR.....	80	293.9
UNABLE TO DETERMINE.....	4	31.3
NO REFERENCE TO HAZARD PAY.....	1,464	6,862.8

NOTE: Nonadditive.

Appendix A. Selected Safety and Health Provisions

To illustrate how complete safety and health provisions appear in the collective bargaining agreement, sections of several agreements are reproduced in their entirety. Intervening but irrelevant clauses have been deleted.

Agreement between—

Employer: A. E. Staley Manufacturing Co., Decatur, Ill.

Union: Allied Industrial Workers of America

Expiration date: September 1977

There shall be a Health, Safety and Sanitary Facilities Committee composed of three Union representatives and two Company representatives. The selection of these two is not compulsory. This committee shall investigate sanitary conditions of the plant, locker rooms, toilets, eating places, and wash rooms, and any situations not in keeping with good safety and health practices. The committee shall report in writing to the Manager of Industrial Manufacturing its recommendations concerning unsatisfactory conditions.

The Company shall furnish such information to the Health, Safety and Sanitary Facilities Committee as it may request, unless in the opinion of the Director of Industrial Relations the information is confidential or outside the scope of the Committee's duties. The Union members of the Committee may request the Chairman of the Union's Bargaining Committee to file grievances relating to the Committee's recommendations directly with the Labor Relations Supervisor.

Applicants for employment must pass a physical examination. Employees are given physical examinations approximately every 2 years, upon return from leaves of absence of more than 3 weeks (unless they have had one within the previous 6 months) and before returning to work after serious illness or injury. Employees found to have a disability that may prove hazardous to them or to the Company may be required to have such disability corrected at a time specified by the Company. Company First Aid nurses may approve employees returning to work after minor illness or injury or may require them to have an examination by the Company's Medical Director or may advise the employee against returning to work but allow him to so return on his own responsibility and risk if he desires to do so. First Aid records of any employee are available for his inspection. Otherwise, First Aid records are confidential. When an employee is required to take a hearing test, it shall be given

prior to the starting time of his scheduled assignment if the employee so requests.

Employees required to report to the First Aid for a routine periodic recheck physical examination outside their regular working hours will be paid at their regular hourly rate for the time so spent. They will not be paid for examinations given to determine their fitness to return to work after illness or injury.

Employees sometimes suffer occupational accidents which, in their opinion or in the opinion of their personal physician, prevent their working their next regular shift even though the First Aid does not consider the injury serious enough to cause lost time. In such cases it will be the duty of the Safety Director to point out this Article to the employee and advise him of his rights under it, and that he has a right to file an action against the Company with the Illinois Industrial Commission. The employee will also be informed that his record will be marked "absent" for the days that he stays away from the job if he does not invoke the provisions of this Article and that, if he is marked "absent" seven consecutive days, after notification by the Safety Director as provided above, he will be checked out as absent without leave. . . .

If an employee is informed by the Company's Medical Director that, in the opinion of the Medical Director, such employee is suffering from a non-occupational mental or physical condition which constitutes a hazard to his safety on the job or the safety of his fellow employees, he will be advised to consult his own physician. If the Company requests that an employee consult a psychiatrist or psychologist for evaluation, the Medical Director and the employee's physician will determine the psychiatrist or psychologist to whom an employee should be referred and the Company will pay the fee for the initial evaluation visit. If, in the opinion of the employee's personal physician, treatment is not indicated or necessary, the Medical Director shall be so informed by the employee involved.

When he goes on the payroll the new employee is given a copy of the Staley Safety Code. The Code is a statement of our general safety rules. Compliance with these rules is expected of each employee and each employee is expected to so conduct himself as to promote the best conditions of safety and health for himself and his fellow workers.

Any employee who is working inside where it is hot or outside where it is cold and is required to make a change shall be allowed time to change to or from heavier clothing if he so desires or if such change should be necessary for reasons of safety or health.

Repair work shall, when practicable, be performed under shelter. Any employee required to report for work at the plant and assigned work outside of the confines of the plant proper shall be afforded transportation to and from his place of work. This transportation shall be suitable to weather conditions.

The Company endeavors to keep locker rooms in a clean and sanitary condition and expects the employees' cooperation in this matter.

The Company has elected to be governed by the Workman's Compensation Act and the Occupational Disease Act of the State of Illinois and all provisions for medical and hospital services and payments of compensation to injured employees are handled as provided by those acts.

Employees disabled by an occupational injury will be paid for the entire scheduled shift on which they are working. If the injury occurs on unscheduled overtime their pay will be stopped at the time of the injury. Employees being treated for an occupational injury will not be paid for such time unless it falls within the provisions of the first sentence of this paragraph or unless they are able to return to work following treatment. Employees off work because of illness or injury who present themselves at the Company's First Aid Department before 5:00 p.m. of any day for a doctor's examination to determine their fitness to return to work shall be given such an examination within the next 24 hours.

Smoking is prohibited except in certain designated and placarded areas at certain specified times. The penalty for smoking, or carrying matches or lighters outside such areas may be penalty or discharge. The Manager of Industrial Manufacturing may grant permission to carry matches or lighters anywhere in the plant area when necessary in connection with plant operation.

If, in the judgment of his Section Manager or, in his absence, the Manager of Industrial Manufacturing, Production Superintendent, or the Night Superintendent, an employee reporting for work or at work is under the influence of intoxicants, such employee shall be sent home and may be subject to penalties or discharge.

Whenever the Company's Bargaining Committee finds it necessary to sustain the discharge of an employee who it believes to be an alcoholic or drug addict, it shall have the right, at its sole discretion, to place such employee on a special leave of absence of indefinite duration rather than sustain the discharge.

While on such a leave he will not be regarded as an employee in any manner except that the company shall have the right, at its sole discretion, to terminate his leave and restore him to active duty and during a period of 5 years after his reinstatement, to again put him on special leave or discharge him at its sole discretion, if, in its opinion, he is again guilty of misconduct caused by alcoholism or drug abuse. If he is so restored to active duty after such special

leave he shall have the same seniority as if he had been laid off during the leave period on a reduction of forces.

[Offenses that may be punished by penalty or discharge include] disregard of safety regulations. . . refusal to submit to physical examination by the Company's Medical Director as directed [and] possession or use of drugs or intoxicants in company manufacturing areas, offices, or parking lots.

Agreement between—

Employer: Association of Master Painters and Decorators of the City of New York, Inc.

Union: International Brotherhood of Painters and Allied Trades

Expiration date: July 1977

[HEALTH RULES]

ART. XVII, HEALTH RULES. The Joint Coordinating Committee shall make adequate and proper provisions for the health and safety of the Journeymen in connection with their work, and as far as possible protect them from the hazards of the trade. It is expressly understood and agreed that the provisions of Rule 23 of the New York State Industrial Code shall be strictly complied with.

[VENTILATION, REST PERIODS]

RULE NO. 1. VENTILATION AND REST PERIODS.

(A) To minimize injurious effects of paint fumes on the health of Journeyman, windows shall be kept open while painting ceilings or walls to insure a sufficient supply of fresh Air.

The word "paint" in this Article means any coating.

(B) When fresh air is not available, a five (5) minute rest period in each hour shall be allowed.

[TOXIC MATERIALS]

RULE NO. 2. PROHIBITION AND REGULATION OF TOXIC MATERIALS. (A) Paint containing Benzol shall not be used, nor shall Benzol or chlorinated hydrocarbons be added to any paint material on the job. When penetrating stains or removers containing Benzol are used, as many Journeymen as practicable shall be employed to minimize the period of exposure.

(B) Amine Catalyzed epoxy resin, paints and removers based on methylene chloride may be used only if all Journeymen engaged in the work wear protective gloves.

(C) Shellac cut in Wood Alcohol shall not be used, nor shall Wood Alcohol as such be used on any job.

RULE NO. 3. REGULATION AND ELIMINATION OF PAINT MATERIALS INJURIOUS TO HEALTH. Paint materials which are suspected of being injurious to health are to be investigated by the Joint Coordinating Committee for the purpose of their regulation or limitation.

It shall be unfair and discriminatory to discharge a Journeyman for refusing to handle materials which are determined by competent authority, accepted by the Joint Trade Board or the Joint Coordinating Committee, as such, to be injurious to health. If the Joint Trade Board or the Joint Coordinating Committee, shall, after a hearing, determine that such a viola-

tion has occurred, it shall afford appropriate relief, including reinstatement where possible, with a view towards adequately compensating the Journeyman for any damages sustained and toward assuring that this problem will not recur.

[SPRAYING, (PERMITS)]

Spraying of all paint, varnish, lacquer or other paints containing injurious solvents is prohibited.

RULE NO. 5. DRY SANDPAPERING. (A) To reduce the hazards of lead poisoning, surfaces painted with lead paint shall not be sanded or scraped by a dry process.

(B) **SMOKING.** By carrying lead into the mouth, smoking is a source of lead poisoning and should therefore be avoided during working hours.

[WASHING FACILITIES]

RULE NO. 6. ADEQUATE WASHING FACILITIES. Where running hot or cold water is not available in or about the clothes locker, a sufficient supply of pails of water and soap powder shall be furnished to the Journeymen twice a day to provide adequate facilities for clean washing. No common pad or bucket shall be used for washing by more than five (5) Journeymen. Five (5) minutes shall be allowed for washing up at noon, and at quitting time.

[DRINKING, EATING]

RULE NO. 7. DRINKING WATER. Fresh drinking water and sanitary cups shall be provided twice a day during working hours.

RULE NO. 8. EATING PLACE: Journeymen shall not eat their lunch in Paint or Clothes Locker on new operations.

[DROP CLOTHS, WORK CLOTHES]

RULE NO. 9. DROP CLOTHS. Drop cloths shall be maintained in a sanitary condition by the Employer.

(A) **WORK CLOTHES.** The uniform of the Journeyman shall be white overalls, white shirt and white cap, and shall be kept clean by the Journeyman.

[INJURIES]

RULE NO. 10. CARE OF INJURED. Journeymen, no matter how slightly injured, must immediately report such injury to the Employer's representative and his UNION representative and shall be immediately taken care of by a physician. On all jobs where there are five (5) Journeymen or more a first-aid kit shall be provided.

[STILTS, WINDOWS, SCAFFOLDS]

RULE NO. 13. The use of stilts on any job is prohibited.

RULE NO. 14. OUTSIDE WINDOWS. No portion of outside windows shall be painted from the inside, except lintels.

RULE NO. 15. SAFETY. In order to assure conditions of safety and efficiency, the Joint Coordinating Committee shall promulgate rules to promote the safety of Journeymen working on high interior scaffolding and swing scaffolds. It is mandatory that a safety belt be used on all swing scaffolds and wherever practicable on high interior scaffolding.

Agreement between—

Employer: New York Lamp and Shade Manufacturers' Association, Inc., New York City Metropolitan Area

Union: International Brotherhood of Electrical Workers

Expiration date: December 1976

HEALTH & SAFETY: Safe, healthful and otherwise satisfactory working conditions shall be provided for all employees, which conditions shall comply with the highest standards respecting sanitation, cleanliness, light and safety; in accordance with the Labor Laws and Laws of all states and most particularly its provisions relative to factory and with the Labor Laws and the Laws of all states wherein a factory or shop provided for herein is located.

The Employer agrees to submit to the Shop Steward a duplicate form made out to the State of New York Workmen's Compensation Board of injuries sustained by employees while on the job. The Shop Steward shall forward said duplicate form to the compensation department of Local Union No. 3, I.B.E.W.

Agreement Between—

Employer: Acme Boot Co., Inc. (5 plants in Tennessee)

Union: United Rubber, Cork, Linoleum and Plastic Workers of America

Expiration date: May 1977

ARTICLE XI -SAFETY AND HEALTH

Section 1: The Company will make such provisions as are reasonable for the safety and health of its employees during the hours of their employment at the plant, and will provide and furnish protective devices and protective equipment whenever the same are necessary.

Section 2: Suggestions as to protection against injuries will be welcomed by the Company from its employees or the Union. If such suggestions are determined by the Company to be sound and practical, steps will be taken to put them into effect.

Section 3: The Union agrees to cooperate with the Company in promoting and supporting safety, accident prevention, and health education for all employees covered by this Agreement.

Section 4: A Safety Committee shall be established at each plant consisting of three (3) representatives of the Company and three (3) representatives of the Union. The Union will appoint its representatives to serve terms of three (3) years each. The Safety Committee shall meet at least once each calendar month for the purpose of discussing conditions of safety, health, and sanitation.

Section 5: The Company will reimburse employees who are required to wear safety glasses \$4.00 (the equivalent cost of regular safety glasses) toward the cost of a pair of industrially approved prescription safety glasses upon presentation of a receipt for such glasses.

Agreement between—

Employer: Carrier Corp., Syracuse, N. Y.

Union: Sheet Metal Workers' International Association

Expiration date: October 1976

ARTICLE XXXI — SAFETY

Section 1. The Company shall continue to maintain high standards of safety and health in order to eliminate, as far as possible, industrial accidents and protect the health of employees. Both parties agree to cooperate fully in eliminating personal injuries, accidents, health hazards and property damage.

Section 2. The Company welcomes employee suggestions to promote employee safety and health, and will give prompt attention to complaints concerning unsafe or unhealthy working conditions. If the Union or any employee believes a Federal or State safety or health standard is being violated, they shall promptly notify the Company of the alleged violation. If, after such notification, the employee believes that the Company has failed to abate or satisfactorily explain the suspected violation with reasonable diligence, the Union may notify appropriate outside authorities and shall send a copy of such notification to the Company.

Should an imminent danger be identified by a State Inspector, a Federal Compliance Officer, an employee or Union or Company representative, the Union and the employees agree to cooperate fully with the Company in taking the measures deemed essential by the Company to abate the imminence of the danger as promptly as possible.

Section 3. The Company will provide employees with adequate personal protective equipment for work operations requiring the use of such equipment. The Company will select such equipment and will determine where it is to be used.

Section 4. The Company will furnish safety shoes to employees at the cost of the shoes to the Company less two dollars (\$2.00) per pair. Where prescription safety glasses (single vision, bi-focals, tri-focals and double bi-focals) are required, they will be furnished to employees by the Company at a cost of four dollars (\$4.00) per pair to employees.

A. Tinted lenses will be furnished at a cost of two dollars (\$2.00) in addition to the cost of the glasses as indicated above, except where an employee is required to work in welding areas. In such event, they will be furnished at no extra cost.

B. If an employee does not wish to take advantage of the reduced prices listed above for prescription safety glasses, he must obtain the specifications for the lenses and frames from the Company Safety Department which shall be the

same specifications as used by the Company, i.e. American National Standards Institute. If the employee elects to purchase prescription safety glasses other than through the Company, the Company is not obligated in any way to reimburse him for any costs he may have. The Company reserves the right to inspect any prescription safety glasses so purchased to determine whether or not they meet specifications and if they do not, to prohibit their use as the sole eye protection unless the employee voluntarily submits the glasses for a test as outlined in the specifications at his risk.

Section 5. There shall be a safety committee consisting of three (3) members of the Union and three members from the Company whose functions it will be to review and suggest improvements in the Company's plants to make effective a program of accident prevention to safeguard employees from injury or occupational disease; and to keep employees fully informed concerning the Company's Occupational Safety and Health Program.

The Company shall make available upon request by the Safety Committee for its meetings, reports of lost time accidents and other pertinent information concerning such accidents within the plants. The time spent by Safety Committeemen at Safety Committee meetings called by the Company will be paid at day rate by the Company and such time will not be charged against the maximum hours in Article XXII, Section 17.

Upon approval by the Chairman of the Committee, who shall be appointed by the Company, the member(s) of the Safety Committee may investigate safety hazards, accidents of a serious or repetitive nature which may occur in the plants and/or accompany Federal Compliance Officers on plant inspections. The Company will pay for the time spent by the Union Safety Committee members in accordance with Article XXII, Section 17.

The Company will notify the Union of any department in which trade secrets or secret processes are involved. If the authorized employee representative is from a different department, the Company may refuse his admittance to the protected department. In this event, the Union may designate an alternative employee representative from within the protected department to accompany the Federal Compliance Officers in that department.

Any loss of eyesight, dismemberment or accidental death will be reported to the Union office.

The Company and the Union agree to cooperate fully to eliminate personal injury, accidents and property damage, to protect the health of employees, to improve working conditions and to remedy unsafe or unhealthy conditions.

Section 6. Notices required by provisions of the Occupational Safety and Health Act of 1970 shall be posted in the same manner and location as the Company utilizes for its customary notices and information to employees.

Section 7. The Company agrees to maintain at its central medical location at its existing plants one (1) registered nurse where employees in the bargaining unit are at work, where the number of such employees scheduled to work exceeds two hundred and fifty (250). In the event a registered nurse is not

on duty, the Company shall have available a person who is adequately qualified to render first aid.

Section 8. The Company will provide and maintain in operating conditions adequate showers in the major manufacturing areas.

Agreement between—

**Employer: Maintenance Contractors' Agreement,
Los Angeles, California and vicinity
Union: Service Employees' International Union
Expiration date: February 1976**

SECTION III – SAFETY CONDITIONS

(a) All scaffolds shall be hung by men who work on same, except when electrical equipment is used to hoist or lower same. All equipment must be approved by men who work on same.

(b) A Window Cleaner or Apprentice shall be placed on the foot of all ladders in use that exceed 18 feet in length.

(1) No Window Cleaners shall be allowed to work on an extension ladder more than four (4) hours in any one day. Only in case of extreme emergency where a man can finish a job, one (1) hour more will be permitted.

(c) All hooks, platforms, scaffolds, falls, ladders and all other appliances and equipment used in or incidental to cleaning windows or washing buildings, which appliances and equipment are owned or leased by the employer, must be inspected and approved by the Safety Committee of the California Industrial Accident Commission before they are used and every six (6) months thereafter, or a certificate of inspection or guarantee of the safety of such appliances and equipment shall be certified by the Employer and sent to the Union office no less often than every six (6) months.

(d) All other safety conditions not specified herein, but which form a part of the rules and regulations of the California Industrial Accident Commission for window cleaners shall be observed by the Employer and become part of this Agreement.

(f) It is hereby agreed that employees who meet with accidents arising out of their employment as Window Cleaners, shall be re-employed by the Employer by whom they were employed at the time of such accident, if and when such employee is in physical condition to resume his duties, as certified by a fully licensed physician.

Cause for immediate discharge shall result only from major infractions or continued minor infractions. Major infractions shall [include] intoxication on the job [and] failure to observe diligently safety or work rules and to properly use equipment.

In the event an employee who is ill or injured is entitled to receive State Disability Insurance payments or Workmen's Compensation payments, the sick leave due such employee from the Employer shall be paid in a manner that does not interfere with such employee's receipt of full benefits due him from State Disability Insurance or Workmen's Compensation Insurance.

The Employer shall compute the money value of all sick leave benefits due such employee at the time he becomes disabled and shall pay to the employee each week an amount equal to the difference between the employee's State Disability weekly benefit or Workmen's Compensation weekly benefit and the employee's normal weekly pay until the money value of the employee's sick leave benefits is exhausted.

In the event the employee returns to work before the money value of his sick leave benefits has been exhausted, any remaining money value shall be converted back to days and restored to the credit of the employee for future use or accumulation.

Appendix B. Selected Environmental Research Provisions

The following provisions illustrate negotiated procedures for conducting research into the work environment. Agreements having such provisions ordinarily contain the more common types of safety and health provisions as well.

Agreement between —

Employer: Firestone Tire and Rubber Co.

Union: United Rubber, Cork, Linoleum and Plastic Workers of America

Expiration date: April 1976

Joint Occupational Health Program. This Memorandum of Agreement is made and entered into this 22nd day of June, 1973, by and between the United Rubber, Cork, Linoleum and Plastic Workers of America, AFL-CIO, CLC, International Union, on its own behalf and on behalf of [its Local Unions], hereinafter referred to as the "Union" and the Firestone Tire & Rubber Company, hereinafter referred to as the "Company."

The parties hereby agree to extend the terms of the initial Memorandum of Agreement entitled "Joint Occupational Health Program" which was executed the 19th day of June, 1970, and under which the School of Public Health, University of North Carolina was established as the Occupational Research Study Group.

This Memorandum of Agreement entered into this 19th day of June, 1970, by and between the United Rubber, Cork, Linoleum and Plastic Workers of America, AFL-CIO-CLC, International Union, on its own behalf and on behalf of [its Local Unions], hereinafter referred to as the "Union," and The Firestone Tire & Rubber Company, hereinafter referred to as the "Company."

WHEREAS: It is recognized that the Union and the Company have concern for the protection and preservation of the health and welfare of all those employed under this Agreement just as it is recognized that all employees have a responsibility to follow safe work procedures; and

WHEREAS: A useful purpose can be served by an independent industrial health survey of the working environment by a recognized school of public health to determine whether any relationship exists between this environment and occupational illness or disease; and

WHEREAS: It is recognized that a firm and continuous commitment to a sound industrial health

program is in the best interests of the worker, the Company and society; and

WHEREAS: It is the desire of the parties to promote cooperation and understanding in their approach to the study and prevention of occupational illnesses;

NOW, THEREFORE, the parties hereby mutually agree as follows:

1. To establish at Johns Hopkins University School of Public Health, Baltimore, Maryland, or an equivalent school of public health, an Occupational Research Study Group to undertake an epidemiological study of the employees covered by this Agreement.
2. To appoint as soon as practicable following the conclusion of negotiations of the 1970 Master Agreement, an Occupational Health Committee which shall be composed of three representatives from the Company and three representatives from the Union. The salaries and expenses incurred by Company and Union representatives to this Committee shall be paid by the respective party whom they represent.
3. Such school of public health designated under Paragraph 1 of this Agreement shall appoint from its staff an individual who is technically qualified and experienced in the field of epidemiological studies to serve as the Director of the Occupational Research Study Group. This Director shall also serve as chief consultant to the Occupational Health Committee established pursuant to this Agreement and as such, shall act solely in an advisory capacity to this Committee.
4. The functions of the Occupational Health Committee shall be as follows:
 - (a) To make recommendations for the implementation of the findings of the Occupational Research Study Group.
 - (b) To review occupational health questions referred to it by local plant Health and Safety Committees established under Article XII of the Master Agreement after all local procedures for handling such questions have been exhausted.
 - (c) To recommend methods for obtaining necessary statistical data and information required by the Occupational Research Study Group relative to the accident and sickness and life insurance coverage and experience thereunder. This Committee will also develop uniform record keeping procedures.
 - (d) To record and maintain for future reference all findings of the Occupational Research Study Group and to disseminate the reports and findings of this Group to the parties; and
 - (e) To recommend procedures for the early identification and detection of potentially toxic and hazardous agents and their use thereof in the plants.

5. The functions of the Occupational Research Study Group shall be as follows:
 - (a) To make a preliminary study as to the appropriate procedures for conducting an epidemiological study into potential environmental health problems which might affect employees under this Agreement and to formulate long range programs based upon the results of this study.
 - (b) To assist the Company in the development of safe standards for occupational environments.
 - (c) To recommend uniform methods of record keeping to assist in the prevention and detection of environmental diseases.
 - (d) To act as consultant to the Occupational Health Committee on matters referred to that Committee for consideration.
 - (e) To assist in the development of appropriate environmental controls of (1) new chemicals and processes introduced into the Company's operations covered hereby, (2) chemicals and dusts of already recognized toxicity, and (3) other working conditions as appropriate.
6. The Occupational Research Study Group shall make annual reports to the Occupational Health Committee summarizing the work completed during the previous calendar year and the works in progress at the completion of the calendar year.
7. Where existing data and other information available to the Occupational Research Study Group is inadequate for the purposes of carrying out its epidemiological survey pursuant to Paragraph 5(a) of this Agreement, the Occupational Research Study Group shall have the right to make independent studies at Company locations covered by this Agreement. Such studies shall be conducted wherever possible in a manner which will not interfere with the normal production of the plant.
8. The Company shall, to the extent its legal and contractual obligations permit, make available to the Occupational Research Study Group such data and other information the Occupational Research Study Group needs in connection with its surveys conducted pursuant to this Agreement.
9. Information submitted by the Company to the Occupational Research Study Group pursuant to this Agreement shall be treated as privileged and confidential and shall not be released to any party, including the Occupational Health Committee, without the prior written approval of the Company. The Company shall have no obligation to submit information or data to the Occupational Health Committee which the Company, in its sole judgment, deems to be confidential.
10. The Company shall periodically report to the Occupational Health Committee what actions, if any, it has undertaken to implement the recommendations of the Occupational Research Study Group or the Occupational Health Committee.
11. The Company retains the sole discretion to determine what action, if any, it should take regarding the recommendations and/or findings of the Occupational Research Study Group and the Occupational Health Committee. The Company's failure to act on the recommendations and/or findings shall not constitute a breach of this or any other Agreement between the parties.
12. Recommendations by the Occupational Research Study Group under this Agreement shall be made on a confidential basis to the parties and shall not be released to anyone not a party to this Agreement without the prior written approval of the Company.
13. Whenever a potential or actual health hazard is recognized by the Occupational Health Committee which requires immediate investigation the Committee shall immediately request the Director of the Occupational Research Study Group to designate a qualified expert in order to determine what pertinent data or other information already exists and to recommend what, if any, additional investigation may be needed.
14. Except as provided in Paragraph 2, all necessary expenses incurred in the implementation of this Program, not to exceed the equivalent of one-half cent (½¢) per hour for each hour worked by employees covered hereby, shall be borne by the Company, including the expenses of the Occupational Research Study Group and the salary of its Director.
15. On or before the fifteenth (15th) day of October, 1970, and at three (3) month intervals thereafter the Company shall furnish the International Union a written statement indicating the number of hours for which covered employees worked for the Company during the preceding three (3) month period and with respect to such hours the Company has a commitment under Paragraph 14 of this Agreement and the total expenditures to date.
16. This Agreement will become effective on the 19th day of June, 1970.

Agreement between —

Employer: Texaco, Inc., Port Arthur Plant and Port Arthur Terminal

Union: Oil, Chemical and Atomic Workers International Union

Expiration date: January 1977

SAFETY, SANITATION, ETC.

- A.1. There shall be established a joint labor-management health and safety committee, consisting of equal Union and Company representatives, and not less than two (2) nor more than four (4) each.
2. The Company will, from time to time, retain at its expense qualified independent industrial health consultants, mutually acceptable to the international union president or his designee and the Company, to undertake industrial health research surveys as decided upon by the committee, to determine if any health hazards exist in the work place.
3. Such research surveys shall include such measurements of exposures in the work place, the results of which shall be submitted in writing to the Company, the international union president, and the joint committee by the research consultant, and the results will also relate the findings to existing recognized standards.

4. The Company agrees to pay for appropriate physical examinations and medical tests at a frequency and extent necessary in light of findings set forth in the industrial consultant's reports as may be determined by the joint committee.
5. The Union agrees that each research report shall be treated as privileged and confidential and will be screened by the Company to prevent disclosure of proprietary information or any other disclosure not permitted by legal or contractual obligations.
6. At a mutually established time, subsequent to the receipt of such reports, the joint committee will meet for the purpose of reviewing such reports and to determine whether corrective measures are necessary in light of the industrial consultant's findings, and to determine the means of implementing such corrective measures.
7. Within 60 days following the execution of this Agreement on each successive October 1 thereafter the Company will furnish the Union all available information on the morbidity and mortality experience of its employees.
8. The joint committee shall meet as often as necessary but not less than once each month at a regular scheduled time and place, for the purpose of jointly considering, inspecting, investigating and reviewing health and safety conditions and practices and investigating accidents, and for the purpose of effectively making constructive recommendations with respect thereto.
9. All matters considered and handled by the committee shall be reduced to writing, and joint minutes of all meetings of the committee shall be made and maintained, and copies thereof shall be furnished to the international union president.
10. Time spent in committee meetings by union representatives, including walk-around time during joint inspections and investigations shall be considered and compensated for as regularly assigned work.
11. In addition to the foregoing, Company intends to continue its existing industrial hygiene program as administered by Company personnel.
12. Any dispute arising with respect to the interpretation or application of the provisions hereto shall be subject to the grievance and arbitration procedure set forth in the Agreement.

B. 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.

Agreement between —

Employer: Pittsburgh Steel Corp., Ohio Valley Plants

Union: United Steelworkers of America

Expiration date: August 1977

MEMORANDUM OF UNDERSTANDING

on

SAFETY AND HEALTH MATTERS

The Coordinating Committee Steel Companies and the Union have reached the following understanding regarding Safety and Health matters:

I. Research Program

A. Purpose

The parties recognize that the health and safety of employees is of paramount concern not only to the parties but to society in general. They also recognize that more factual scientific and technological knowledge must be developed in order to deal with the problems of safety and health of steel industry employees. To this end there is hereby established this Joint Research Program.

Of particular concern to the parties at this time is the safety and health of coke oven employees, particularly those with long and dedicated service who have made material contributions to the steel industry. The parties are acutely aware of the strides being made in the areas of health and safety and desire to augment this progress for the benefit of coke oven employees.

To this end the parties have joined their efforts in seeking to define and delineate the health effects of employment in the environment of the coke plant (coal handling and coke production) and to develop preventive measures and appropriate controls designed and directed to resolve the health and safety problems.

The parties agree that, in the interests of timing, money, and intent, during the term of this Agreement, the funds provided by this program will be focused on the coke plant.

B. Structure

A Research Projects Committee (RPC) composed of three management representatives and three Union representatives shall be established.

The RPC shall propose and consider appropriate research projects to accomplish the purpose stated above. An order of priority shall be established by the RPC for projects which it shall recommend to the top joint negotiating committee of the Coordinating Committee Steel Companies and the Union ("negotiating committee"). All decisions of the RPC shall be determined by majority vote with all members required to vote, and the vote so reached shall be final and binding upon the RPC.

The Union shall designate the three Union members, one of whom will be designated as a co-chairman, and the Coordinating Committee Steel Companies shall designate the three management members, one of whom will be designated as a co-chairman. The co-chairmen shall alternate in presiding. The RPC shall meet at mutually agreeable times and shall adopt its own rules of procedures. An agenda shall be prepared for each meeting by the co-chairmen and minutes of the proceedings shall be recorded. Full reports of the RPC shall be given to the appointing bodies as the RPC deems advisable, but at not less than six-month intervals following the effective date of this provision. The expenses of the management members shall be borne by their respective companies. The expenses of the Union members shall be borne by the Union.

C. Implementation

A total of two million dollars (\$2,000,000.00) shall be contributed by the Coordinating Committee Steel Companies as needed and as used to support the objectives of this program.

The negotiating committee, after appropriate consultation with the members of the RPC, will:

1. Solicit proposals from qualified professional sources to implement the objectives selected by the RPC as provided above.
2. Report progress on the commissioned work fully and periodically to both the Union and Company members of the RPC.

D. General Provisions

1. Information submitted by any member company to the RPC shall be treated as privileged and confidential and shall not be released to others without prior written approval of the submitting company. No company shall have any obligation to submit information or data to the RPC which the company in its sole judgment deems to be confidential.
2. These provisions shall not preclude the member companies from continuing their own activities in pursuit of these or related objectives. The member companies may take such action as they deem appropriate in the light of the findings of any research project or program.

3. Results of research projects or programs shall be disclosed to member companies and the Union and may be disclosed to others by majority vote of the RPC.
4. This Research Program and any results therefrom are not intended to enlarge or diminish the existing contractual rights of the Union or any member company.
5. The implementation of this Program is subject to any required approvals of governmental agencies and is further subject to the provisions of all applicable Federal and State laws.

II. Program on Smoke Emission Controls

Recognizing the continuing mutual concern for the health and safety of coke oven employees, it is desired that the control of coke oven emissions be considered a prime area of continued study by the Coordinating Committee Steel Companies consistent with present ongoing research and applicable government regulations. Some of the areas deserving attention are studies concerning time away from work stations, respirators, as well as other administrative and engineering controls directed toward improving the work environment of coke oven employees. It is recognized that there are a wide variety of technological and operating conditions in the various coke oven facilities of the companies. The Union has proposed that an agreement be developed at each coke oven plant in connection with the above problems. The companies agree to give serious consideration and study to the problems involved in this proposal during the life of this Agreement.

Appendix C. Safety and Health Provisions Before and After the Occupational Safety and Health Act of 1970

MOST MAJOR collective bargaining agreements in high-risk industries refer at least briefly to safety and health. According to studies by the Bureau of Labor Statistics of 503 selected agreements in force before January 1, 1971, and their successor agreements which took effect at least a year later, such references increased slightly after the Occupational Safety and Health Act of 1970 (OSHA) went into effect in mid-1971. (See table 1.) Although the minimum time separating the two sets of data was 1 year, the average elapsed time was much greater, since many of the newer agreements did not go into effect until mid-1972 and later.

Nearly all the agreements surveyed made some reference to safety and health or related topics, but few of the general types of health and safety provisions appeared in even-half the contracts. (See table 2.) Nearly all the types of provisions became more numerous after OSHA went into effect, but the changes were generally slight or moderate. More significant changes may be anticipated over longer periods.

Overall policy

General statements of company policy, which increased by about 10 percent, were most common in manufacturing; they pledged employers to provide safe and healthful working conditions and were sometimes the sole references to employer safety obligations. Union pledges of cooperation appeared in about 1 in 5 agreements (excluding those establishing joint safety committees); they usually stated that the union would cooperate with management in safety programs or in encouraging employees to comply with safety rules.

Agreements establishing safety committees (also most common in manufacturing) increased from 109 to 124; they usually called for joint committees. A single committee for each plant with two to four members from each side and meeting at 30-day intervals was typical. Committee functions were usually advisory, often including formulating safety rules subject to management approval and conducting safety inspections, but seldom extending to altering or enforcing safety

rules or practices (and where such power was granted, it was often restricted to specific areas). Clauses referring to the compensation of union or employee members usually provided full pay for time spent on committee activities; a few limited the number of paid hours allowed.

Many construction and apparel agreements did not refer to safety committees but did require safety officers. The safety officer—usually a member of the bargaining unit—checks for compliance with safety standards and sees that hazardous conditions are reported and eliminated.

Provisions calling for inspections of plants, tools, and equipment for safety hazards increased slightly, primarily due to new clauses referring to inspections by public agencies such as the Occupational Safety and Health Administration. Over half the provisions referred to inspections by joint safety committees, with fewer references to specific inspections by unions, management, and government agencies.

Compliance and information

Agreements containing employer pledges of compliance with public safety codes and laws increased from 41 to 51 percent. The clauses, predominantly in manufacturing, often applied to all laws, while a few referred only to specific ordinances or statutes, such as State scaffolding laws. Pledges to observe Federal laws more than doubled between surveys, while State and local law pledges showed a more moderate increase.

The proportion of agreements requiring employees to work in a safe manner or to comply with safety rules and laws also increased significantly (from about four-tenths to half), particularly in requirements that employees use safety equipment. Clauses establishing penalties for noncompliance—usually including discharge—increased from 45 to 50 percent of all provisions requiring employee compliance.

A growing minority of the agreements specified that employees would be furnished information concerning safety rules or hazards associated with their work. A number indicated that some system of warning signals or labels was in effect. An increasing proportion required management to furnish certain safety informa-

NOTE: This appendix is reprinted from the *Monthly Labor Review*, September 1975.

tion to the union. The most common data to be supplied were on accidents, morbidity, and mortality; less often the agreements required that the union be furnished safety rules and rule changes, minutes of safety committee hearings, or other safety reports.

Safety disputes

Clauses establishing specific employee rights on safety issues experienced a moderate increase (from 22 to 27 percent). Most of these provisions indicated that employees could refuse to work under unsafe conditions or prohibited such work altogether. Many did not identify procedures for determining what conditions were unsafe; others referred the problem to regular grievance procedures.

Clauses which defined union rights on safety issues sometimes allowed the union to withdraw workers from jobs deemed hazardous. More common provisions dealt with the union's right to conduct investigations, call in outside personnel, consult with management, or resort to grievance procedures. Union approval of employer safety decisions was rarely required.

Relatively few agreements specified the status of employees while involved in safety disputes. Those few which did generally provided for such employees to be assigned to other work pending settlement. Clauses establishing preferred handling of safety grievances, usually through initiating them at an advanced step in the regular grievance procedure, were also rare.

Specific measures

Many agreements called for safety gear or other protection against specific hazards. Most common were requirements for safety glasses or other eye protection, protective clothing or gloves, and hard hats. Some clauses also required gas masks or respirators, safety shoes, guards on machinery, and precautions against falls, fires, electrical hazards, radiation, and noise. The responsibility for providing safety equipment fell most often on the employer. A few clauses required employees to pay all or part of the cost of specific items such as safety shoes. Safety-related regulations on crew size, most common in construction, prohibited working alone in isolated areas or set minimum crew sizes for handling heavy or bulky objects or for working at height.

Specific references to occupational disease were relatively rare, although about 1 in 5 of each set of agreements called for company-paid physical examinations under various circumstances. The exams may help detect such diseases in their earlier stages. The most common provisions required the examinations following sick leave, layoffs, or other relatively long absences. Requirements for exams to be given active em-

ployees at regular intervals were relatively rare; they were more likely to be at the employer's option or as circumstances warranted.

Alcohol or drug abuse clauses or both were found in about a fifth of the agreements; they usually prohibited possession and use and provided penalties including discharge for violations. Few clauses mentioned rehabilitation programs.

Sanitation clauses, most common in construction, generally applied to sanitary facilities or drinking water. A relatively small number set standards for good housekeeping such as keeping aisles free of debris that could cause falls or block passage of fire equipment, and fewer clauses set standards for personal cleanliness.

Accident procedure and compensation

Provisions referring to compensation for victims of occupational injuries or diseases or to accident reporting, investigation, or treatment facilities increased moderately, to nearly 2 out of 3 of the newer agreements. The most common provisions, in half of the newer agreements, established some form of compensation in addition to workers' compensation or company-paid benefits available to all disabled employees. Most frequently encountered were clauses continuing an injured employee's regular wages, though usually only for the remainder of the workday on which he was injured. Other provisions established workers' compensation supplements, continuation of employer-paid insurance, and vacation and holiday pay for which absent workers might otherwise be ineligible.

Nearly one-half of clauses referring to onsite medical facilities referred only to first-aid kits or like equipment. The personnel assigned to care for accident victims were mentioned occasionally, although their training was seldom indicated. Treatment by trained nurses or physicians appeared relatively rarely. Full compensation was usually provided to bargaining unit members for time spent in such tasks.

A minority of agreements, largely in manufacturing, provided certain job protections to employees whose disabilities stemmed from their work. Fewer than 10 percent granted employees on leave because of occupational disability more lenient terms than other sick or injured employees with regard to length of leave, retention and accumulation of seniority, or both. A somewhat greater proportion of the contracts allowed disabled workers to transfer to less demanding work; relatively few of these limited this right to workers injured on the job. Rarely, the occupationally disabled employee continued to be paid at his former wage rate while on a lower paid job. A few agreements indicated that workers would not be transferred or laid off as a result of job-related disabilities.

Appendix table 1. Major agreements containing safety and health provisions, selected industries, before and after 1971

Industry	All agreements studied			Agreements with safety and health provisions			
	Number	Workers covered before 1971	Workers covered after 1971	Number before 1971	Workers covered before 1971	Number after 1971	Workers covered after 1971
All selected industries.....	503	1,651.7	1,811.1	476	1,582.4	487	1,767.3
Selected manufacturing.....	221	648.8	670.9	205	616.4	208	635.3
Food and kindred products.....	44	121.6	126.5	38	110.6	40	117.8
Textile mill products.....	15	48.8	41.8	14	47.5	13	33.3
Apparel and related products.....	33	209.3	234.4	28	195.2	29	221.6
Lumber and wood products.....	10	16.9	18.1	8	13.4	8	13.8
Furniture and fixtures.....	11	17.8	18.0	9	15.4	10	16.8
Paper and allied products.....	33	66.9	61.0	33	66.9	33	61.0
Leather tanning and finishing.....	1	1.0	1.0	1	1.0	1	1.0
Stone, clay, and glass products.....	12	24.6	21.5	12	24.6	12	21.5
Primary metals foundries.....	8	12.0	13.5	8	12.0	8	13.5
Fabricated metals products.....	16	28.7	25.8	16	28.7	16	25.8
Machinery, except electrical.....	37	98.9	107.0	37	98.9	37	107.0
Electrical machinery.....	1	2.5	2.5	1	2.5	1	2.5
Selected nonmanufacturing.....	282	1,003.0	1,140.2	271	966.0	279	1,132.0
Mining.....	1	1.1	1.1	1	1.1	1	1.1
Construction.....	254	859.8	951.4	244	825.8	252	944.8
Transportation.....	24	135.3	181.0	23	132.4	23	179.4
Wholesale trade.....	3	6.8	6.8	3	6.8	3	6.8

NOTE: Figures include all agreements containing safety provisions and related provisions on accidents, sanitation, physical examinations, or job protections for occupationally disabled employees but do not include agreements referring only to

hazard pay differentials. "Before 1971" refers to agreements in effect before Jan. 1, 1971. "after 1971" refers to agreements which went into effect on or after Jan. 1, 1972. Because of rounding, sums of individual items may not equal totals.

Appendix table 2. General provisions referring to safety and health in major agreements, before and after 1971

Provision	Before 1971		After 1971	
	Agreements	Workers covered	Agreements	Workers covered
All agreements studied.....	503	1,651.7	503	1,811.1
Total referring to safety and health	476	1,582.4	487	1,767.3
General policy statements.....	200	551.2	219	607.3
Union-management cooperation pledges ¹	98	286.4	107	317.2
Safety committees ²	109	329.8	124	434.5
Joint safety committees.....	93	273.1	108	362.3
Safety inspections.....	63	270.2	77	342.8
Employer pledges of compliance with law.....	204	751.6	259	1,002.0
Employee compliance with safety rules or laws ³	197	660.5	246	871.0
Discipline for noncompliance.....	88	298.1	124	491.6
Employee rights with regard to safety.....	112	438.5	134	542.1
Union rights with regard to safety.....	75	292.5	82	383.6
Safety equipment ⁴	262	831.6	291	1,116.9
Sanitation provisions.....	247	847.5	252	1,034.7
Physical examinations ⁵	104	309.9	107	401.8
Accident procedures or compensation.....	300	925.4	324	1,085.9

¹Excludes pledges in agreements that also establish a joint safety committee.

²Includes 2 agreements before and 4 after 1971 in which the committee had functions in addition to safety.

³Includes a few agreements requiring only that the employee work in a safe manner.

⁴Generally, safety equipment is to be furnished by the employer. A few agreements require employees to pay all or a part of the cost of specified items.

⁵Includes only those agreements providing for physical examinations to be given at company expense.

Appendix D. Identification of Clauses

All unions are affiliated with the AFL-CIO except those designated as (Ind.)

<i>Clause Number</i>		<i>Expiration date</i>
1	Rockwell International Corp., Collins Radio Group, Dallas, Tex . Electrical Workers (IUE)	April 1976
2	Illinois Bell Telephone Co., Plant Department Electrical Workers (IBEW)	August 1977
3	New York Lamp & Shade Manufacturers' Association, Inc. Electrical Workers (IBEW)	December 1976
4	Ethyl Corp., Oxford Paper Co. Division, Rumford, Me..... Paperworkers (UPIU)	June 1976
5	General Telephone Co. of Illinois..... Electrical Workers (IBEW)	October 1974
6	Area Breweries, St. Louis, Mo. Teamsters (IBT) (Ind.)	February 1976
7	Minnesota Mining & Manufacturing Co., St. Paul, Minn. Oil, Chemical, and Atomic Workers (OCAW)	August 1976
8	Bath Iron Works Corp., Bath, Me..... Marine and Shipbuilding Workers (IUMSW)	June 1976
9	National Distillers & Chemical Corp., National Distillers Products Co. Division, Frankfort, Ky. Distillery Workers (DRWW)	April 1978
10	Operating Engineers' Employers of Eastern Pennsylvania and Delaware Engineers; Operating (IUOE)	April 1978
11	California Brewers Association and 3 others Teamsters (IBT) (Ind.)	May 1976
12	Mechanical Contractors Association of St. Louis, Missouri, Inc.. Plumbers (PPF)	May 1976
13	Ormet Corp., Hannibal, Ohio Steelworkers (USA)	May 1977
14	Phelps Dodge Corp., Ariz..... Steelworkers (USA)	June 1977
15	American Standard, Inc., Chinaware Dept., Western Hemisphere Plumbing & Heating Group, Interstate Potters (IBPAW)	May 1976
16	Eaton Corp., Valve Division, Saginaw, Mich. Industrial Workers, Allied (AIW)	November 1976
17	White Pine Copper Co., Mich..... Steelworkers (USA)	July 1977
18	Armco Steel Corp., Middletown, Ohio..... Armco Employees Federation, Inc. (Ind.)	July 1977
19	E. R. Squibb and Sons, Inc., Institute for Medical Research, New Brunswick and Lawrenceville, N.J..... Oil, Chemical and Atomic Workers (OCAW)	May 1976

20	Central States Area Tank Truck Employers Teamsters (IBT) (Ind.)	November 1976
21	Hammermill Paper Co., Thilmany Pulp and Paper Co. Subsidiary, Kaukauna, Wisc. Paperworkers (UPIU)	July 1976
22	Crown Zellerbach Corp., Bogalusa, La. Paperworkers (UPIU)	July 1976
23	Commonwealth Edison Co., Northern Ill. Electrical Workers (IBEW)	March 1977
24	Public Service Electric and Gas Co. Electrical Workers (IBEW)	April 1975
25	Inland Steel Co., Indiana Harbor Works, E. Chicago, Ind. Steelworkers (USA)	August 1977
26	Boeing Co., Seattle, Wash. Machinists (IAM)	October 1977
27	East Bay Restaurant Association, Inc., Richmond, Calif. Hotel and Restaurant Employees (HREU)	April 1979
28	General Tire & Rubber Co., Mayfield, Ky. Rubber Workers (URW)	October 1976
29	Carrier Corp., Syracuse, N. Y. Sheet Metal Workers (SMW)	October 1976
30	Union Electric Co., Iowa and Mo. Engineers, Operating (IUOE)	June 1975
31	Olin Corp., Pisgah Forest, N. C. Paperworkers (UPIU)	October 1977
32	Fieldcrest Mills, Inc., Eden, N. C. Textile Workers Union (TWUA)	June 1975
33	Swift & Co., Interstate Meat Cutters (MCBW)	August 1976
34	Mueller Brass Co., Port Huron, Mich. Auto Workers (UAW) (Ind.)	May 1977
35	Sperry Rand Corp., Louisiana Army Ammunition Plant, Minden, La. Machinists (IAM)	November 1975
36	American Hospital Supply Corp., Hamilton Industries Division, Two Rivers, Wisc. Carpenters (CJA)	July 1976
37	ICI United States Inc., Indiana Army Ammunition Plant, Charlestown, Ind. Firemen (IBFO); Chemical Workers (ICW)	November 1976
38	Quaker Oats Co., Marx Toys Division, Glen Dale Plant, W. Va. Retail, Wholesale and Department Store Union (RWDSU)	June 1977
39	FMC Corp., Chemical Group, Fiber Division, Interstate Textile Workers Union (TWUA)	June 1977
40	Cooper Industries, Inc., Cooper-Bessemer Co. Division, Grove City, Pa. Steelworkers (USA)	August 1977
41	Weyerhaeuser Co., Longview, Wash. Woodworkers (IWA)	May 1975
42	Pittsburgh Coke and Chemical Co., Marion Power Shovel Co., Inc. Subsidiary, Marion, Ohio Steelworkers (USA)	March 1975
43	General Telephone Co. of Pennsylvania Electrical Workers (IBEW)	August 1975
44	Republic Steel Corp., Interstate Steelworkers (USA)	August 1977

45	National Master Freight Agreement, Central States Area, Over The Road Supplement Teamsters (IBT) (Ind.)	March 1976
46	Acme Boot Co., Inc., Clarksville, Tenn. Rubber Workers (URW)	May 1977
47	Union Carbide Corp., Metals Division, Marietta, Ohio Oil, Chemical and Atomic Workers (OCAW)	August 1977
48	Ingersoll-Rand Co., Painted Post, N. Y. Electrical Workers (IUE)	March 1976
49	FMC Corp., Link-Belt Chain and Conveyor Components and Link-Belt Bearing Divisions, Indianapolis, Ind. Steelworkers (USA)	September 1976
50	Monsanto Co., John F. Queeny Plant, St. Louis, Mo. Chemical Workers (ICW)	April 1978
51	Amalgamated Sugar Co., Logan, Utah Grain Millers (AFGM)	July 1975
52	Shell Oil Co., Calif. Oil, Chemical and Atomic Workers (OCAW)	January 1975
53	Oscar Mayer and Co., Madison, Wisc. Meat Cutters (MCBW)	August 1976
54	Dayton Power and Light Co., Dayton, Ohio Utility Workers (UWU)	June 1976
55	Mead Corp., Chillicothe Mill, Chillicothe, Ohio Paperworkers (UPIU)	August 1975
56	Campbell Soup Co., Paris, Texas Meatcutters (MCBW)	December 1977
57	Hudson Pulp & Paper Corp., Florida Paperworkers (UPIU)	May 1977
58	Atlantic Steel Co., Atlanta, Ga. Steelworkers (USA)	September 1974
59	Lykes-Pasco Packing Co., Dade City, Fla. Retail, Wholesale and Department Store Union (RWDSU)	December 1974
60	Industrial Relations Council of Furniture Manufacturers in Southern California Carpenters (CJA)	January 1977
61	Scovill Manufacturing Co., Waterbury Divisions, Conn. Auto Workers (UAW) (Ind.)	October 1975
62	Formica Corp., Cincinnati, Ohio Electrical Workers (IUE)	April 1977
63	Reynolds Metals Co., Alloys Plant, Listerhill, Ala. Aluminum Workers (AWU)	May 1977
64	Pacific Coast Shipbuilders Association Electrical Workers (IBEW)	June 1977
65	McDonnell Douglas Corp., McDonnell Aircraft Co., and Douglas Astronautics Co., Eastern Division, St. Louis, Mo. ... Machinists (IAM)	May 1978
66	Niagara Mohawk Power Corp., N. Y. Electrical Workers (IBEW)	May 1975
67	Dravo Corp., Engineering Works Division, Pittsburgh, Pa. Marine and Shipbuilding Workers (IUMSW)	August 1974
68	International Telephone and Telegraph Company, ITT Grinnell Corp. Subsidiary, Columbia, Pa. Molders (IMAW)	October 1975
69	Oscar Mayer and Co., Davenport, Iowa Meat Cutters (MCBW)	August 1976

70	Armstrong Cork Co., Macon, Ga. Plant Cement Workers (CLGW)	June 1975
71	North American Rockwell Corp., Textile Machinery Division, Reading, Pa. Steelworkers (USA)	August 1975
72	Maytag Co., Newton and Hampton, Iowa Auto Workers (UAW) (Ind.)	June 1974
73	Gould Inc., Interstate Electrical Workers (IBEW)	April 1977
74	Kelly-Springfield Tire Co., Cumberland, Md. Rubber Workers (URW)	June 1976
75	Wyman-Gordon Co., Worcester and Grafton Plants, Mass. Steelworkers (USA)	April 1977
76	National Fuel Gas Co., Buffalo, N. Y. Electrical Workers (IBEW)	February 1977
77	Nabisco, Inc., Interstate Bakery Workers (BCW)	August 1975
78	Bucyrus-Erie Co., Interstate Steelworkers (USA)	August 1976
79	Seeburg Corp. of Delaware, Seeburg Products Division, Chicago, Ill. Teamsters (IBT) (Ind.)	December 1974
80	Sherwin-Williams Co., Chicago, Ill. Oil, Chemical and Atomic Workers (OCAW)	June 1975
81	Weyerhaeuser Co., Oregon Pulp and Paper, Western (WPPW) (Ind.)	March 1976
82	Kaiser Steel Corp., Steel Manufacturing Division, Fontana, Calif. Steelworkers (USA)	August 1977
83	Scott Paper Co., Southern Division, Mobile, Ala. Paperworkers (UPIU)	March 1977
84	International Telephone and Telegraph Co., ITT Continental Baking Company Inc. Subsidiary, ITT Gwaltney of Smithfield, Va. Teamsters (IBT) (Ind.)	January 1976
85	Colt Industries, Fairbanks Morse Engine Division, Beloit, Wisc.. Steelworkers (USA)	August 1975
86	International Harvester Co., Production and Maintenance, Interstate Auto Workers (UAW) (Ind.)	September 1976
87	Simpson Timber Co., Shelton, Wash. Woodworkers (IWA)	May 1975
88	Master Builders' Association of Western Pennsylvania, Inc. Engineers, Operating (IUOE)	May 1976
89	Union Carbide Corp., Chemicals and Plastics Operations Division, South Charleston, W. Va. Machinists (IAM)	October 1975
90	Sterling Drug, Inc., Winthrop Laboratories Division, Rensselaer, N. Y. Chemical Workers (ICW)	January 1977
91	Phoenix Steel Corp., Claymont (Del.) Plant Steelworkers (USA)	August 1974
92	Cincinnati Gas and Electric Co. Electrical Workers (IBEW)	April 1976
93	Miles Laboratories Inc., Elkhart, Ind. Steelworkers (USA)	October 1975

94	McGraw-Edison Co., Power Systems Division, Cannonsburg (Pa.) Plant Steelworkers (USA)	August 1977
95	Deere and Co., Iowa and Ill. Auto Workers (UAW) (Ind.)	September 1976
96	Pullman Inc., Pullman-Standard Division, Interstate Steelworkers (USA)	October 1977
97	General Dynamics Corp., Electric Boat Division, Groton, Conn. Metal Trades Council of New London County	June 1979
98	Jones and Laughlin Steel Corp., Interstate Steelworkers (USA)	August 1977
99	Association of Knitted Fabrics Manufacturers, Inc., New York City, N. Y. Garment Workers, Ladies' (ILGWU)	July 1976
100	Employers Negotiating Committee, Evansville, Ind. Laborers (LIUNA)	March 1976
101	Pacific Coast Area Shipbuilding & Ship Repair Firms Carpenters (CJA)	June 1977
102	Mechanical Contractors D.C. Association, Inc. Washington, D.C. area Plumbers (PPF)	August 1975
103	Associated General Contractors of America, Inc., Alaska Chapter Hotel and Restaurant Employees (HREU)	June 1977
104	Sunbeam Corp., Sunbeam Appliance Co. Division, Chicago, Ill... Machinists (IAM)	January 1976
105	St. Louis Joint Board and Associated Garment Industries of St. Louis, Dress Branch, Mo. Garment Workers, Ladies' (ILGWU)	February 1976
106	Celanese Corp., Celanese Fibers Co., Celco Plant, Narrows, Va... Textile Workers Union (TWUA)	June 1976
107	Infant and Juvenile Manufacturers Association, Inc., New York City, N.Y. Clothing Workers (ACWA)	October 1975
108	LTV Corp., LTV Aerospace Subsidiary, Vought Systems Division, Dallas, Tex. Auto Workers (UAW) (Ind.)	October 1977
109	Day and Zimmerman, Inc., Lone Star Division, Texarkana, Tex. Carpenters (CJA); Chemical Workers (ICW); Office and Professional Employees (OPEIU); Electrical Workers (IBEW); Painters (PAT); Plumbers (PPF)	April 1975
110	South Western Michigan Contractors Association Laborers (LIUNA)	April 1976
111	FMC Corp., Chemical Group Film and Packaging Division Interstate Textile Workers Union (TWUA)	December 1975
112	Campbell Soup Co., Camden, N. J. Meat Cutters (MCBW)	February 1976
113	Brockway Glass Co., Inc., Glassware Division, Clarksburg, W. Va. Glass Workers; Flint (AFGW)	September 1977
114	Atlantic Apparel Contractors Association, Inc., Bangor, Pa. Garment Workers, Ladies' (ILGWU)	May 1976

115	Building Trades Employers Association of Westchester and Putnam Counties, N. Y. Bricklayers (BMP)	April 1976
116	Warwick Electronics, Inc., Forrest City, Ark. Electrical Workers (IUE)	July 1976
117	Longview Fibre Co., Longview, Wash. Pulp and Paper, Western (WPPW) (Ind.)	May 1976
118	National Association of Blouse Manufacturers, Inc. New York City, N. Y. Garment Workers, Ladies' (ILGWU)	May 1976
119	Manufacturers of Illumination, Inc., N.Y., N.J. Electrical Workers (IBEW)	June 1976
120	Associated General Contractors of America, Inc., Arizona Chapter Laborers (LIUNA); Teamsters (IBT) (Ind.); Plasterers and Cement Masons (OPCM)	May 1976
121	Fisher Controls Co., Marshalltown, Iowa Auto Workers (UAW) (Ind.)	August 1977
122	Avco Corp., Avco Precision Products Division, Richmond, Ind. Electrical Workers (IBEW)	September 1975
123	Dayton Tire and Rubber Co., Dayton, Ohio Rubber Workers (URW)	April 1977
124	Associated General Contractors of America, New York State Chapter, Inc. Carpenters (CJA)	March 1976
125	B. F. Goodrich Co., Interstate Rubber Workers (URW)	April 1976
126	Associated General Contractors of America, Inc., Utah Chapter Engineers, Operating (IUOE)	June 1978
127	Parke-Davis and Co., Detroit and Rochester, Mich. Oil, Chemical and Atomic Workers (OCAW)	April 1976
128	National Master Freight Agreement, Western Pennsylvania Motor Carriers, Over the Road Supplement Teamsters (IBT) (Ind.)	March 1976
129	United States Steel Corp., Unlicensed seamen, Great Lakes fleet Steelworkers (USA)	August 1977
130	Association of Master Painters and Decorators of the City of New York, Inc. Painters (PAT)	July 1977
131	Roofing & Sheet Metal Contractors' Association of Philadelphia and Vicinity Sheet Metal Workers (SMW)	April 1975
132	Area West Coast Paper and Paper Converting Industry Printing and Graphic (PGCU)	June 1976
133	Associated General Contractors of America, Inc., Central Ohio Chapter Carpenters (CJA)	March 1976
134	Dana Corp., Parish Frame Division, Reading, Pa. Steelworkers (USA)	October 1977
135	FMC Corp., Northern Ordnance Division, Minneapolis, Minn. .. Auto Workers (UAW) (Ind.)	September 1977
136	Pennsylvania Power and Light Co. Employees Independent Association (Ind.)	July 1976
137	Mobil Oil Corporation, Beaumont Refinery, Tex. Oil, Chemical and Atomic Workers (OCAW)	January 1977

138	Lever Brothers Co., Hammond, Ind. Oil, Chemical and Atomic Workers (OCAW)	March 1976
139	United States Steel Corp., Interstate Steelworkers (USA)	August 1977
140	National Lead Co., Titanium Division, South Amboy, N. J. Oil, Chemical and Atomic Workers (OCAW)	February 1976
141	Samsonite Corp., Denver, Colo. Rubber Workers (URW)	March 1978
142	Stanley Works, New Britain, Conn. Machinists (IAM)	May 1976
143	Associated General Contractors of America, Inc., Alaska Chapter Teamsters (IBT) (Ind.)	June 1977
144	Los Angeles Coat and Suit Manufacturers' Association Calif. Garment Workers, Ladies' (ILGWU)	May 1976
145	Eltra Corp., Interstate Auto Workers (UAW) (Ind.)	February 1977
146	Cement League & Building Contractors Association of New York Laborers (LIUNA)	June 1978
147	Texaco, Inc., Interstate Oil, Chemical and Atomic Workers (OCAW)	January 1975
148	Copeland Corp., Sidney, Ohio Electrical Workers (IUE)	June 1976
149	Associated General Contractors of America, Inc., San Antonio Chapter, Tex. Carpenters (CJA)	March 1976
150	Lockheed Aircraft Corp., Lockheed California Co. Division Machinists (IAM)	October 1977
151	Youngstown Sheet and Tube Co., Interstate Steelworkers (USA)	August 1977
152	Public Service Electric and Gas Co., N. J. Plumbers (PPF)	April 1977
153	Associated General Contractors of America, Inc. Engineers, Operating (IUOE)	March 1976
154	Mobile Steamship Association, Inc., Ala. Longshoremen (ILA)	September 1977
155	Los Angeles Area Television Industry Television and Radio Artists (AFTRA)	November 1976
156	Area Independent Service Station Operators, Calif. International Brotherhood of Service Station Operators (Ind.)	December 1974
157	Contracting Plumbers Association of Brooklyn and Queens, Inc., N. Y. Plumbers (PPF)	August 1975
158	Allis-Chalmers Manufacturing Co., West Allis Plant, Wisc. Auto Workers (UAW) (Ind.)	November 1976
159	West Virginia Contractors Bargaining Association, Inc. Steelworkers (USA)	December 1975
160	Rohr Industries, Inc., Riverside, Calif. Machinists (IAM)	November 1974
161	Lone Star Steel Co., Lone Star, Tex. Steelworkers (USA)	October 1977
162	Kaiser Aluminum and Chemical Corp., Oakland, Calif. Steelworkers (USA)	May 1977
163	Champion International Corp., Champion Papers Division, Hamilton, Ohio Paperworkers (UPIU)	September 1976

164	Montgomery Ward and Co., Inc., Chicago Catalog House, Chicago, Ill. Teamsters (IBT) (Ind.)	July 1974
165	Hanna Mining Co., and 3 others, Interstate Steelworkers (USA)	August 1974
166	Aluminum Co. of America, Vancouver, Wash. Aluminum Trades Council of Vancouver, Washington	May 1977
167	Rockwell International Corp., Edwards and Santa Susana Facilities, El Segundo, Calif. Auto Workers (UAW) (Ind.)	October 1977
168	American Smelting & Refining Co., Perth Amboy, N. J. Steelworkers (USA)	June 1977
169	Cleveland-Cliffs Iron Co., Minn., Mich. Steelworkers (USA)	August 1977
170	Armco Steel Corp., Interstate Steelworkers (USA)	August 1977
171	Emhart Corp., Berlin (Conn.) Plant, Hardware Division Machinists (IAM)	April 1976
172	Constructors Association of Western Pennsylvania Carpenters (CJA); Laborers' (LIUNA); Plasterers and Cement Masons (OPCM)	December 1975
173	Stackpole Carbon Co., St. Mary's, Pa. Electrical Workers (IUE)	March 1975
174	Greater New York Area Bakery Agreement Bakery Workers (BCW)	January 1978
175	American Millinery Manufacturers Association, Inc., New York City, N. Y. Hatters (HCMW)	December 1976
176	Max Factor and Co., Los Angeles, Calif. Longshoremen and Warehousemen (ILWU) (Ind.)	May 1977
177	Shell Oil Co., Wood River, Ill. Teamsters (IBT) (Ind.); Electrical Workers (IBEW); Asbestos Workers (HFIA); Painters (PAT); Sheet Metal Workers (SMW); Carpenters (CJA); Laborers (LIUNA)	January 1977
178	General Dynamics Corp., Pomona Division, Pomona, Calif. Machinists (IAM)	June 1975
179	Tecumseh Products Co., Mich. United Products Workers of Tecumseh, Mich. (Ind.)	February 1978
180	William Powell Co., Cincinnati, Ohio Steelworkers (USA)	August 1975
181	Caterpillar Tractor Co., and Tow Motor Corp. Subsidiary, Peoria, Ill. Auto Workers (UAW) (Ind.)	September 1976
182	U. S. Flag Ocean-Going Dry Cargo Vessels Atlantic and Gulf Coasts Maritime Union; National (NMU)	June 1975
183	Builders Association of Chicago, Ill. Plasterers and Cement Masons (OPCM)	June 1975
184	National Master Automobile Transporters Agreement Teamsters (IBT) (Ind.)	May 1976
185	Pacific Maritime Association and Steamship Cos., San Francisco, Calif. Seafarers (SIU)	June 1975
186	Painting & Decorating Contractors of America, Tri-county Chapters, Florida Painters (PAT)	September 1975

187	Union Painting Contractors Association and Rocky Mountain Association of Gypsum Drywall Contractors, Denver, Colo. area Painters (PAT)	June 1976
188	Area Shipyard Industry of San Diego Machinists (IAM); Carpenters (CJA); Painters (PAT)	September 1975
189	Southern California Edison Co. Electrical Workers (IBEW)	December 1975
190	Brewery Proprietors of Milwaukee, Wisc. Teamsters (IBT) (Ind.)	May 1977
191	Koppers Company, Inc., Metal Products Division, Pittsburgh, Pa. Machinists (IAM)	October 1977
192	Florida Power Corp. Electrical Workers (IBEW)	December 1975
193	Associated General Contractors of America, Inc., Lake Charles Chapter, La. Carpenters (CJA)	April 1978
194	Mason Contractors Association of Milwaukee, Wisconsin and Allied Construction Employers Association, Inc. Bricklayers (BMP)	May 1976
195	Los Angeles Area Maintenance Contractors Agreement, Calif. .. Service Employees (SEIU)	February 1976
196	Greyhound Lines Inc., Interstate Transit Union, Amalgamated (ATU)	October 1977
197	Southern California Moving and Storage Industry, Negotiating Committee Teamsters (IBT) (Ind.)	March 1976
198	Oregon Draymen and Warehousemen's Association Teamsters (IBT) (Ind.)	July 1976
199	Mason Contractors of Baltimore, Maryland, Inc. Bricklayers (BMP)	April 1975
200	Owens-Corning Fiberglass Corp., Kansas City, Kans. Greater Kansas City Building and Construction Trades Council	April 1975
201	Chicago Newspaper Publishers' Association, Ill. Printing and Graphic (PGCU)	April 1975
202	American Shipbuilding Co., Interstate Boilermakers (BBF); Carpenters (CJA); Electrical Workers (IBEW); Painters (PAT); Firemen and Oilers (IBFO); Engineers, Operating (IUOE); Plumbers (PPF)	April 1975
203	TRW, Inc., Van Dykes Works, Sterling Township, Mich. Auto Workers (UAW) (Ind.)	October 1976
204	Plumbing and Air Conditioning Contractors of Arizona Plumbers (PPF)	June 1978
205	Associated General Contractors of California, Inc. Laborers (LIUNA)	June 1977
206	Babcock and Wilcox Co., Tubular Products Division, Beaver Falls, Pa. Steelworkers (USA)	August 1977
207	Interlake, Inc., Riverdale Plant, Chicago, Ill. Steelworkers (USA)	September 1977
208	International Paper Co., Southern Kraft Division, Interstate Paperworkers (UPIU); Electrical Workers (IBEW)	May 1976
209	Dubuque Packing Co., Iowa Meat Cutters (MCBW)	August 1976

210	White Motor Corp., White Truck Division, Cleveland, Ohio Auto Workers (UAW) (Ind.)	March 1977
211	American Can Co., Interstate Steelworkers (USA)	February 1977
212	Collins Radio Co., Cedar Rapids, Iowa Electrical Workers (IBEW)	April 1976
213	Gulf Resources and Chemical Corp., Bunker Hill Co. Subsidiary, Kellogg, Idaho Steelworkers (USA)	May 1977
214	National Master Freight Agreement, North and South Carolina City Cartage Supplement Teamsters (IBT) (Ind.)	March 1976
215	Associated Fur Manufacturers, Inc., New York City, N. Y. Meat Cutters (MCBW)	February 1975
216	Goodyear Tire & Rubber Co., Interstate Rubber Workers (URW)	April 1976
217	Union Carbide Corp., Ferroalloys Division Alloy, W. Va. Oil, Chemical and Atomic Workers (OCAW)	February 1976
218	Associated General Contractors of Colorado Building Chapter, Inc. and Western Colorado Contractors Association Carpenters (CJA)	April 1978
219	Rexnard Inc., West Milwaukee, Wis. Steelworkers (USA)	April 1976
220	National Master Freight Agreement, North and South Carolina Over the Road Supplement Teamsters (IBT) (Ind.)	March 1976
221	Painting and Decorating Contractors Association of Central Coast Counties, Inc., and the Professional Painting Contractors Association, Inc., Calif. Painters (PAT)	June 1977
222	Painting and Decorating Contractors Association, Greater Detroit and Wayne Chapters, Mich. Painters (PAT)	May 1976
223	Construction Contractors' Council, Washington, D.C. Engineers, Operating (IUOE)	April 1975
224	Master Builders' Association of Western Pennsylvania, Inc. Teamsters (IBT) (Ind.)	May 1976
225	Heavy Constructors Association of the Greater Kansas City Area. Laborers (LIUNA)	March 1977
226	Area Meat Cutting Agreement, St. Louis, Mo. Meat Cutters (MCBW)	January 1976
227	Midwest Manufacturing Corp., Galesburg, Ill. Machinists (IAM)	March 1976
228	Bergen-Passaic Building Contractors Association, and Building Contractors Association of New Jersey Carpenters (CJA)	April 1975
229	Alabama Power Co. Electrical Workers (IBEW)	August 1976
230	Allegheny Ludlum Industries, Inc., Interstate Steelworkers (USA)	August 1977
231	Kaiser Foundation Hospitals, Permanente Medical Group, Kaiser Foundation Health Plan and Permanente Services, Inc., Calif. Service Employees (SEIU)	October 1976

232	Master Builders' Association of Western Pennsylvania, Inc. Carpenters (CJA)	May 1976
233	New Orleans Steamship Association, La. Longshoremen's Association (ILA)	September 1977
234	West Gulf Maritime Association Longshoremen's Association (ILA)	September 1977
235	Cleveland Area Knit Goods Agreement, Cleveland, Ohio Garment Workers, Ladies' (ILGWU)	November 1975
236	Movers and Warehousemen's Association of Greater New York, Inc., and others Teamsters (IBT) (Ind.)	March 1977
237	American Can Co., Wis. and Mich. Paperworkers (UPIU)	April 1976
238	Beech Aircraft Corp., Wichita, Kans. Machinists (IAM)	August 1975
239	De Soto, Inc., MPI Division, Jackson (Miss.) Plant Carpenters (CJA)	January 1976
240	Avco Corp., Lycoming Division, Williamsport, Pa. Auto Workers (UAW) (Ind.)	May 1977
241	Hygrade Food Products Corp., Interstate Meat Cutters (MCBW)	September 1976
242	Winery Employers Association, Fresno and Modesto, Calif. Distillery Workers (DRWW)	July 1977
243	Kimberly Clark Corp., Neenah, Wisc. Paperworkers (UPIU)	May 1976
244	Western Electric Co., Inc., Baltimore Works, Md. Communication Equipment Workers (Ind.)	August 1977
245	Borg-Warner Corp., Morse Chain Division, Ithaca, N.Y. Machinists (IAM)	September 1975
246	Photo-Engravers Board of Trade of New York, Inc. Graphic Arts (GAIU)	January 1977
247	Bendix Corp., Kansas City Division, Mo. Machinists (IAM)	August 1975
248	General Foods Corp., Battle Creek, Mich. Retail, Wholesale and Department Store Union (RWDSU)	November 1977
249	Illinois Food Retailers Associations and Independent Food Stores Retail Clerks (RCIA)	June 1975
250	Bates Fabrics, Inc., Lewiston, Me. Textile Workers Union (TWUA)	April 1975
251	Inland Container Corp., Interstate Paperworkers (UPIU)	April 1975
252	Olympia Industries, Inc., Olympia Mill Division, Ala. Textile Workers Union (TWUA)	May 1976
253	Food Employees Council, Inc. and others, Loss Angeles, Calif. Teamsters (IBT) (Ind.)	September 1976
254	American Cynamid Co., Lederle Laboratories Division, Pearl River, N. Y. Chemical Workers (ICW)	January 1976
255	Scott Paper Co., Everett, Wash. Pulp and Paper, Western (WPPW) (Ind.)	May 1976
256	Union Carbide Corp., Nuclear Division, Oak Ridge, Tenn. Oil, Chemical and Atomic Workers (OCAW)	October 1975
257	Campbell Soup Co., Camden, N. J. Teamsters (IBT) (Ind.)	May 1975

258	California Processors, Inc. Teamsters (IBT) (Ind.)	June 1976
259	Robertshaw Controls Co., Grayson Controls Division, Long Beach, Calif. Auto Workers (UAW) (Ind.)	March 1977
260	Sun Shipbuilding and Dry Dock Co., Chester, Pa. Boilermakers (BBF)	January 1976
261	Firestone Tire and Rubber Co., Interstate Rubber Workers (URW)	April 1976
262	ITT Continental Baking Co., Morton Frozen Foods Division, Crozet, Virginia Teamsters (IBT) (Ind.)	March 1977
263	Zenith Radio Corp., Chicago, Ill. Independent Radionic Workers of America (Ind.)	June 1975
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266	Chrysler Corp., Production & Maintenance, Interstate Auto Workers (UAW) (Ind.)	September 1976
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268	White Consolidated Industries, Inc. Blaw-Knox Subsidiaries Steelworkers (USA)	January 1975
269	Toledo Edison Co., Ohio Electrical Workers (IBEW)	May 1976
270	National Master Freight Agreement, Virginia City Pickup and Delivery Supplement Teamsters (IBT) (Ind.)	March 1976
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275	Metropolitan Rigid Paper Box Manufacturers Association, Inc., N. Y. Paperworkers (UPIU)	August 1975
276	Chicago Area Meat Cutting Agreement, Ill. Meat Cutters (MCBW)	April 1975
277	National Electrical Contractors Association, Inc., Orange County Chapter, Calif. Electrical Workers (IBEW)	August 1975
278	Associated General Contractors of America, Inc., Utah Chapter Carpenters (CJA)	June 1975
279	Home Builders Association and the Construction Industry Combined Committee, St. Louis, Mo. Carpenters (CJA)	April 1977
280	Ideal Basic Industries, Inc., Ideal Cement Co. Division, Interstate Cement Workers (CLGW)	April 1978

281	Ralston Purina Co., Van Camp Seafood Division, Los Angeles, Calif.	August 1974
	Seafarers (SIU)	
282	Cleveland Area Laborers Agreement, Ohio	April 1976
	Laborers (LIUNA)	
283	Mid-America Regional Bargaining Association, Chicago, Ill.	May 1975
	Carpenters (CJA)	
284	Painting and Decorating Contractors Association of San Diego County, Inc., Calif.	June 1977
	Painters (PAT)	
285	Fedders Corp., Effingham, Ill.	December 1976
	Stove Workers (SFAAW)	
286	Weyenburg Shoe Manufacturing Co., Milwaukee, Wisc.	December 1974
	Shoe Workers, Boot and (BSW)	
287	Howmet Corp. (4 Divisions), Mich.	March 1975
	Auto Workers (UAW) (Ind.)	
288	Schiffli Lace and Embroidery Manufacturers Association, N. J. ...	April 1976
	Textile Workers, United (UTWA)	
289	Associated General Contractors of California	June 1977
	Plumbers (PPF)	
290	Brown & Williamson Tobacco Corp., Petersburg, Va. and Winston-Salem, N. C.	March 1976
	Tobacco Workers (TWIU)	
291	Admiral Corp., Chicago, Ill.	September 1975
	Electrical Workers (IBEW)	
292	Agripac, Inc. Junction City and Eugene, Ore.	June 1976
	Teamsters (IBT) (Ind.)	
293	Metropolitan Edison Co., Pa.	April 1976
	Electrical Workers (IBEW)	
294	A. E. Staley Manufacturing Co., Decatur, Ill.	September 1976
	Industrial Workers; Allied (AIW)	
295	General Dynamics Corp., Stromberg-Carlson Corp., Subsidiary, Rochester, N. Y.	October 1975
	Electrical Workers (IUE)	
296	Glass Containers Corp., Calif.	March 1977
	Glass Bottle Blowers (GBBA)	
297	Kelsey-Hayes Co., Detroit and Romulus, Mich.	January 1977
	Auto Workers (UAW) (Ind.)	
298	Borg-Warner Corp., York Division, Pa.	October 1975
	Auto Workers (UAW) (Ind.)	
299	Wagner Electric Corp., St. Louis, Mo.	April 1976
	Electrical Workers (IUE)	
300	Kitchen Cabinet Manufacturers Association of South Florida	May 1977
	Carpenters (CJA)	
301	Mechanical Contractors Council of Central California	June 1977
	Plumbers (PPF)	
302	National Steel and Shipbuilding Co., San Diego, Calif.	September 1975
	Iron Workers (BSOIW)	
303	Hayes International Corp., Birmingham, Ala.	April 1977
	Auto Workers (UAW) (Ind.)	
304	Associated General Contractors of America, Inc., Inland Empire Chapter, Spokane, Wash.	June 1977
	Laborers (LIUNA)	

305	Associated General Contractors of America, Inc., Pennsylvania Builders Chapter	June 1976
	Laborers (LIUNA)	
306	Connecticut Construction Industries Association, Inc.,	March 1972
	Laborers (LIUNA)	
307	Rockwell International Corp., Atomics International Division, Rocky Flats, Colo.	June 1976
	Steelworkers (USA)	
308	Dredging Companies, Eastern and Great Lakes Area	September 1976
	Engineers, Operating (IUOE)	
309	Kansas Power and Light Co.	July 1975
	Electrical Workers (IBEW)	
310	Northern States Power Co., Minneapolis, Minnetonka, Normandale and North Divisions, Minn.	December 1975
	Electrical Workers (IBEW)	
311	Delaware Contractors Association, Inc., Allied Division	April 1975
	Laborers (LIUNA)	
312	Associated General Contractors of America, Inc., Alaska Chapter	June 1977
	Carpenters (CJA)	
313	Associated General Contractors of America, Inc., West Central Ohio Chapter	April 1975
	Carpenters (CJA)	
314	Kerr-McGee Corp., Grants (N.M.) Uranium Operation	April 1976
	Oil, Chemical and Atomic Workers (OCAW)	
315	National Electrical Contractors Association, Los Angeles Chapter, Calif.	May 1975
	Electrical Workers (IBEW)	
316	Associated General Contractors of America, Alabama Branch ...	August 1976
	Bricklayers (BMP); Carpenters (CJA); Laborers (LIUNA); Plasterers and Cement Masons (OPCM); Teamsters (IBT) (Ind.); Iron Workers (BSOIW)	
317	Savannah Maritime Association, Ga.	September 1977
	Longshoremen's Association (ILA)	
318	AFC Industries, Inc., W-K-M Valve Division, Missouri City, Tex.	September 1978
	Machinists (IAM)	
319	Utah Power & Light Co.	January 1977
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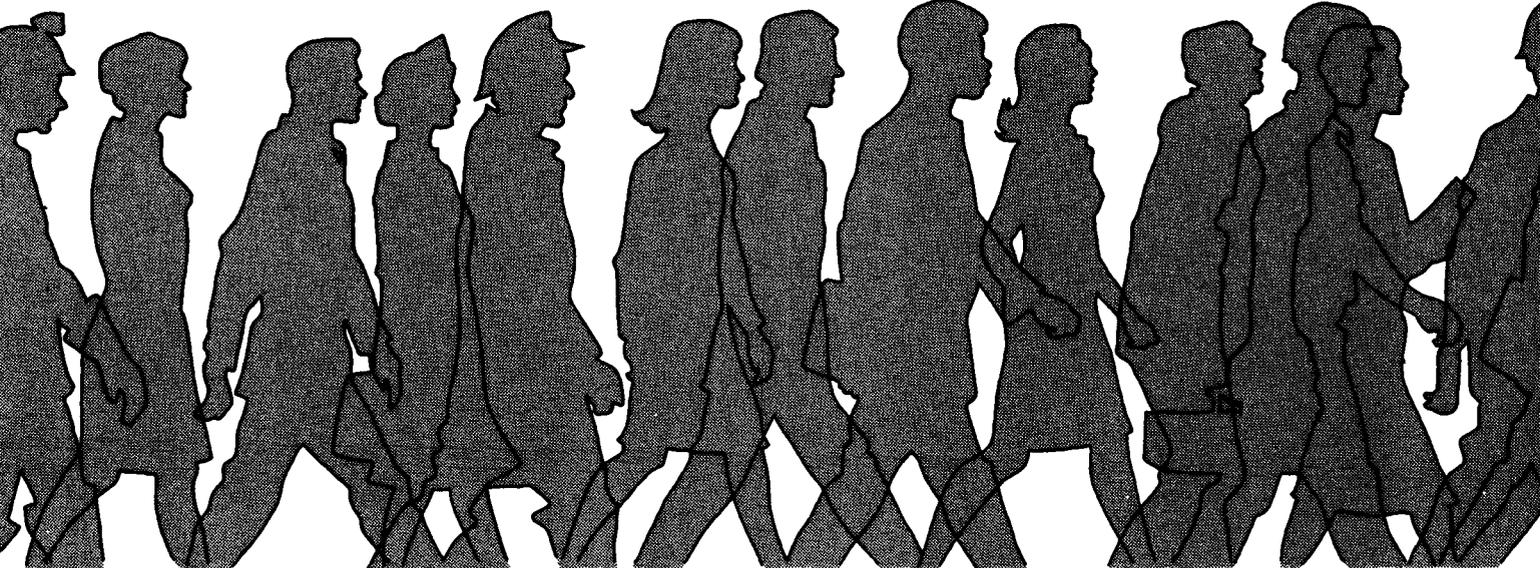
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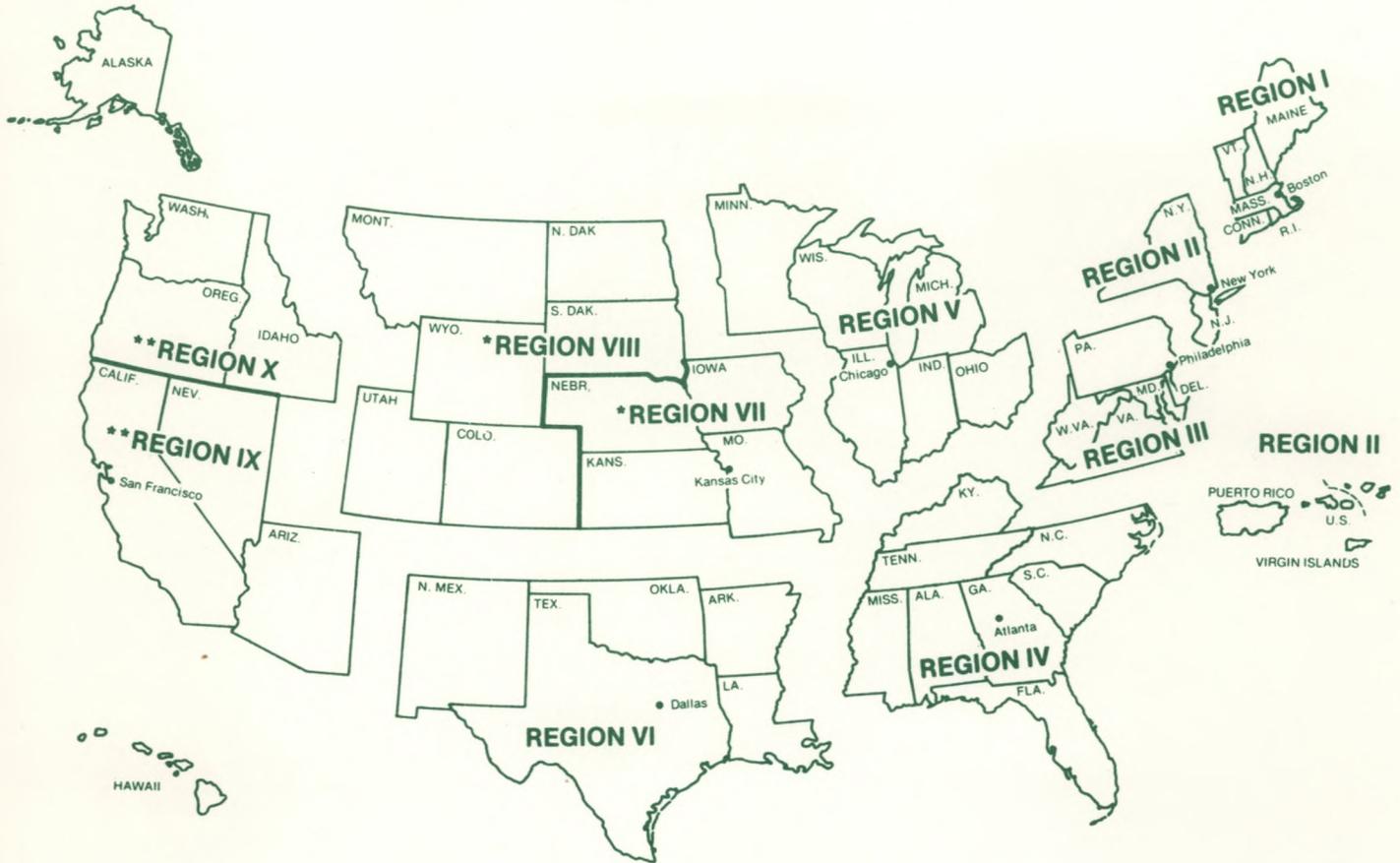
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