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COLLECTIVE BARGAINING FOR OCCUPATIONAL HEALTH AND SAFETY

A Report on Contract Clauses and Negotiated Programs,

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1. INTRODUCTION

Labor unions in California and throughout the country have recently begun to introduce a variety of new health and safety proposals in collective bargaining negotiations. There are many reasons for the renewed union interest (which are not discussed in this report) -- and there are now some surveys of what is being proposed and negotiated (conducted by federal and state labor departments, and by the labor relations reporting services).

In the private sector, there is no question about the legality of bargaining demands concerning occupational health and safety -- which is a "mandatory" subject of collective bargaining -- i.e., it is the legal obligation of the employer to bargain "in good faith" about health and safety demands or proposals presented by the union. However, the passage of both federal and state legislation has probably tended to reinforce traditional employer inclinations to regard occupational health and safety as a management prerogative. Labor relations law may require bargaining "in good faith," but it does not require the employer to agree with the union proposals.

In the public sector, even though employees are required to perform nearly all kinds of work performed in the private sector, developments in collective bargaining lag as usual. Not only are bargaining relationships still developing between employers and employees and their representatives, but it is still not clear how occupational health and safety legislation applies to public employees. In the case of federal employees, the protections of the Occupational Health and Safety Act of 1970 have been carried over by Executive Order, but the lines of federal departmental responsibility for delivering the promised protection are still being worked out -- 2 1/2 years after the effective date of OSHA. In the case of state, county, and local government employees in California, protection has been promised by the passage in October of the state's OSHA. But the administrative machinery to deliver the promised protection has yet to be organized -- for either the private or the public sectors. Federal precedents do not suggest that the necessary administrative machinery will be expeditiously developed for public sector employees in California.

In spite of continuing uncertainties about both the federal and the state occupational health and safety laws -- and particularly about their implications for public sector bargaining -- the scope for collective bargaining has been enormously broadened since the passage of the federal OSHA in 1970. The following outline suggests some of the areas of collective bargaining concern which private sector unions have developed since 1970 (it should be obvious that for most unions, this outline suggests the scope of negotiating proposals, and not necessarily the scope of negotiated settlements).

Areas of union interest in supplementing legislated health and safety protection:

1. Formation of joint health and safety committees (or revival of defunct committees), giving them fixed responsibilities for improving health and safety in the plant, and providing an equal voice for union representatives in all functions.
2. Providing for the individual's right to refuse work for health and safety reasons without discrimination; providing for the group's right to strike when the union determines that dangerous or unhealthy conditions of work exist; protecting workers who file health or safety complaints from any kind of discrimination on the job.
3. Incorporating federal and state health and safety standards in the collective bargaining contract by reference, in order to make violations of the standards subject to correction in the grievance and arbitration provisions of the contract.
4. Guaranteeing paid time for workers for time spent in walkarounds, and in connection with any other health and safety inspection or enforcement activities taking place in the plant or workplace (such as time spent investigating health and safety grievances, or on special investigations of on-job accidents, injuries, or illnesses).
5. Guaranteeing that the employer will provide for adequate access to the workplace. In the case of any meeting of a joint committee, or any inspection of a plant or workplace, or any sampling or monitoring procedure, or any special occupational health survey, or any procedures involving physical examination of workers, the contract should guarantee that industrial hygienists or other occupational health professionals who are advisors or consultants to the union shall have access both to the workplace, and any data furnished by the employer or developed in the workplace.
6. Guaranteeing that the employer will provide adequate protective equipment, devices and clothing, but recognizing that such protections are temporary measures for relief of conditions which must be subject to further corrective measures through engineering changes or elimination of the hazard involved.
7. Guaranteeing the confidentiality of the employee's physical exam data, and establishing employment protection or income maintenance or special early retirement guarantees for employees who are found to have reduced physical capacity (job-related).

8. Establishing continuing employer funding for
 - a. industrial hygiene or research surveys (including monitoring and sampling programs) which investigate potential health and safety hazards in the workplace and institute control procedures,
 - b. education programs on health and safety, for workers; including special training programs for workers doing new jobs or using new equipment or working with new processes or materials,
 - c. special programs for special problems, which may overlap into non-occupational causes, such as alcoholism, mental health, drug addiction, etc.,
 - d. participation of union representatives in community programs concerned with the overlap between the work environment and the community environment.
9. Guaranteeing access on the part of the health and safety committee, or the union, or both, to meetings, documents, data, reports and information generated by OSHA requirements, federal and state, such as
 - a. access to opening and closing OSHA inspection conferences with the employer,
 - b. access to copies of the OSHA inspection report, and any data included in it (i.e., air or dust samplings, noise recordings, etc.),
 - c. notice of all OSHA citations and penalties and abatement periods, and of all contests and/or appeals taken by the employer,
 - d. notice of any employer requests for variances, or for hearings or appeals on such requests (especially important with respect to the California OSH Act),
 - e. copies of employer reports required by the Department of Labor, specifically, Forms 101, 102, and 103; and copies of any other records of accidents, injuries or illnesses kept by the company,
 - f. access to all data identifying potentially harmful agents (especially chemicals) or materials or work processes.

The following contract clauses (and proposals) indicate the nature of several unique approaches to health and safety which have been undertaken by various unions participating in the educational conference on occupational health and safety, in San Francisco on November 8, 1973.

As part of its proposed Occupational Health Project, the Center for Labor Research and Education at the University of California, Berkeley, is developing a monthly Occupational Health and Safety newsletter or report, in which we plan to include periodically a summary of important collective bargaining developments in all union jurisdictions in California.

We would like to hear from your union, if you are planning new approaches or if you have negotiated new kinds of job protection for your workers. Please forward a copy of your contract language or your program proposal -- whether it has been negotiated or is still in the developmental stage.

Also, to be included on our mailing list for further health and safety reports, send your name and address to Occupational Health Project, Center for Labor Research and Education, University of California, 2521 Channing Way, Berkeley, 94720, or contact one of the Labor Center staff members at the November 8 conference (Don Vial, Bruce Poyer, Norm Amundson, or Pete Guidry).

2. Examples of negotiated approaches to a variety of health and safety problems.

(1) UNITED AUTO WORKERS AND CHRYSLER CORPORATION: SEPTEMBER 1973
COLLECTIVE BARGAINING AGREEMENT

(A) Summary

The UAW will for the first time have a special health and safety representative in each plant available to deal with special problems, to conduct weekly plant inspections and to meet subsequently, each week, with plant management. These representatives will be given special training in safety and health matters by the UAW.

UAW safety and health staff members will have access to plants for inspection and receive, on request, all data available as to any known harmful material to which employees may be exposed.

Chrysler is required to provide testing and protective equipment and training programs for all workers, as well as medical examinations and appropriate tests.

The UAW retains the right to strike when the Union determines that dangerous or unhealthy conditions of work exist.

To help administer the new program, joint management-union committees will be established at both the local and international union levels.

(B) Specific provisions

UAW and Chrysler recognize a mutual obligation to secure the physical well being of UAW-Chrysler employees by working toward the prevention, correction and elimination of all hazardous conditions.

The Corporation will provide sampling and monitoring equipment to the local committees for measuring noise, carbon monoxide and air flow.

The Corporation will provide protective equipment, devices and clothing without cost to employees.

The Corporation will provide training programs in cooperation with the UAW at two levels: a) for specialized plant personnel, and b) for all workers.

The Corporation will disclose the identity of any potentially harmful physical agents or toxic materials to which workers are exposed -- also symptoms, medical remedies and antidotes at the request of the International Committee.

The Corporation agrees to provide and maintain adequate and competent staff and medical facilities and to provide without cost to worker medical services, physical examinations and other tests at a frequency and extent necessary to determine whether health of workers is being adversely affected by exposure to physically harmful agents or toxic materials.

The Corporation will provide to each worker or his personal physician, upon request of worker, a complete and accurate report of any such medical examinations or tests as related to an occupational hazard.

The Corporation industrial safety and health staff will make regular surveys of each of its plants as well as special surveys upon request of either plant management or the UAW. Findings of these surveys will be reported to the International Union upon request.

The International Union safety and health staff representatives shall, with proper advance notice, have access to all plants and locations where members of the UAW are employed for purposes of making safety and health inspections.

The Corporation shall furnish to the UAW a comprehensive report for each of its plants of the same data now required to compile on OSHA Forms 102 and 103.

The Corporation and the UAW agree to designate two representatives at the International level who shall constitute an International safety and health committee, meet at least quarterly, review general policy direction and implement and promote an effective company-wide safety and health program.

The Corporation and the UAW agree that at the plant level there shall be a joint UAW-Chrysler safety and health committee which shall meet at least once a month with one representative from management and one from the Union. Regular weekly inspections will be conducted in the plant, special problems will be reviewed, recommendations for changes will be made.

UAW representatives shall be notified in advance of inspections by government officials and shall be permitted to accompany these officials on their inspections; time spent by Union representatives in conjunction with work of the plant committee shall be compensated by the Corporation.

The procedures established in the safety and health program shall not preclude the right of any employee to file a grievance at Step 1 of the grievance procedure. The primary responsibility of resolving differences involving health and safety matters remains with the plant supervision and the UAW local union representative.

The Union retains the right to strike when it determines that dangerous or unhealthy conditions of work exist in a plant.

(C) Additional provisions:

With respect to the regular weekly inspections which are required at local plant levels, the Company agreed that each Thursday union stewards and/or committeemen will tour the plants with Chrysler representatives, and each Friday the chairman of the in-plant safety committee will review the general conditions found the preceding day.

The health and safety of foundry workers will be the subject of an intensive study to determine whether there are differences between the mortality and morbidity patterns of Chrysler foundry and non-foundry workers. The study will begin January 1, 1974, and be completed June 30, 1975. If the investigation finds higher mortality rates for the foundry workers, the company will increase the service credited to all UAW Chrysler workers with 25 years of service by 20 percent.

A research study will also be conducted into death rates and occupational hazards involving forge workers and workers exposed to asbestos, with a possibility of reopening the pension plan. The study is scheduled to begin July 1, 1974, and to be completed by June 30, 1976. It will seek to determine whether long service in forge plants and protracted exposure to asbestos in the manufacturing process have caused increased mortality

and morbidity. If so, the pension plan may be reopened in September, 1976.

An extraordinary provision in the contract would require Chrysler to pay the full cost of any tax levied on the worker to finance a national health insurance program. (For example, under the Kennedy health security proposal, the employer would contribute 3 1/2 per cent of a worker's earnings, and the employee would contribute 1 per cent, up to a maximum of \$150 a year. But under the UAW Chrysler agreement, the Company would pay the full 4 1/2 per cent.)

(2) UNITED FARMWORKERS UNION AND DELANO AREA GRAPE GROWERS

(A) Background:

Effective protection for farmworkers from pesticide poisoning has not been forthcoming either from the EPA or from OSHA. Both agencies have held hearings throughout the country on proposed regulations of pesticide applications and re-entry intervals. A great deal of testimony has been entered into the hearing records of both agencies about the undue economic hardships which might be caused to farmers and growers by virtue of the proposed regulations. (The health and safety of farmworkers is supposed to be the sole criterion in setting worker protection standards.) A great deal of controversy has also been generated by the contention of growers that exact data as to the precise extent of pesticide poisonings does not exist. They argue that it is thus impossible for the federal government to set forth equitable standards.

Two facts stand out from the controversy about pesticide standards: that no federal pesticide standard yet exists, 2-1/2 years after the passage of OSHA, and that arguments continue even with respect to the jurisdiction of governmental agencies for enforcement of any standards that might ultimately be recommended and established.

In the meantime, farmworkers continue to confront many health problems caused by pesticides, and those who are covered by contracts negotiated by the United Farmworkers Union have established a remarkable mechanism for worker protection. The following clause is from the United Farmworkers Grape Contract, covering the Delano area, where representation of workers was recently claimed, and subsequently disclaimed by the Teamsters (causing consequent delay in the renewal of this clause, which was last revised 4-1-70). Other UFW contracts contain variations in this basic protection procedure, depending on the nature of the crops involved; however, all UFW clauses contain similarly detailed provisions for reporting all pertinent information about applications of pesticides.

If the continued failure of the government agencies to develop any pesticide standards for farmworkers is in fact due to the absence of data on what is sprayed and when and where and who is affected, the government agencies should undertake to assist the United Farmworkers Union in the enforcement of their health and safety contract clauses, which provide an excellent framework for the development, in the fields, of the needed epidemiological data.

(B) Contract Provisions: SECTION XVIII: HEALTH AND SAFETY:

Company and the United Farmworkers Organizing Committee, AFL-CIO recognize the need to protect and conserve human life, water, soil and vegetation. Economic poisons, when used incorrectly

by a grower in agriculture on any crop, may be harmful to farmworkers and to consumers, disrupt the earth's ecology, and do not properly serve the farmers. In the hope of developing, with the help of Federal, State and University consultants, new imaginative and creative approaches to the problem of conserving our natural resources, and in hope of taking progressive steps to protect the health of farmworkers and consumers, Company and Union agree that the subject of economic poisons is a necessary and desirable subject for this collective bargaining agreement.

Company and Union agree as follows:

- A. Union shall cause to be formed a Health and Safety Committee (the "Committee") comprised of workers' representatives. Members of the Committee shall have free access to all records concerning the use of economic poisons. The Committee shall participate in the formulation of rules and practices relating to the health and safety of workers including, but not limited to, the following: use of economic poisons; the use of garments, materials, tools and equipment as they may affect the health and safety of the workers; and sanitation conditions.
- B. DDT, ALDRIN, DIELDRIN, ENDRIIN, PARATHION, TEPP and other economic poisons which are extremely dangerous to farmworkers, consumers and the environment, shall not be used.
- C. The Committee shall approve the use of organo-phosphates. Company will notify Committee at least seven (7) days prior to the application of organo-phosphate material. Such notice shall contain the information set forth in paragraph D, below. The Committee shall determine the length of time during which farmworkers will not be permitted to enter a sprayed field following the application of an organo-phosphate pesticide. One baseline cholinesterase test and other additional tests shall be taken at the expense of Company when organo-phosphates are used. The results of said tests shall be given to Committee immediately, and, if requested, to an authorized Union representative.
- D. The following records shall be kept and made available to the Committee and to any other authorized Union representative:
 - 1. A plan showing the size and location of fields and a list of the crops or plants being grown.
 - 2. Pesticides and economic poisons used including brand names plus active ingredients, registration number on the label and manufacturer's batch or lot number.
 - (a) Dates and time applied or to be applied.
 - (b) Location of crops or plants treated or to be treated.
 - (c) Amount of each application.

- (d) Formula.
- (e) Method of application.
- (f) Person who applied the pesticide.
- (g) Date of Harvest.

- E. No worker under this agreement will be required to work when in good faith he believes that to do so would immediately endanger his health or safety.
- F. There shall be adequate toilet facilities, separate for men and women in the field readily accessible to workers, that will be maintained in a clean and sanitary manner. These may be portable facilities and shall be maintained at the ratio of one for every forty workers or fraction thereof.
- G. Each place where there is work being performed shall be provided with suitable, cool, potable drinking water convenient to workers. Individual paper drinking cups shall be provided.
- H. Workers will have two (2) rest periods of ten (10) minutes which insofar as practical shall be in the middle of each work period.
- I. Tools and equipment and protective garments necessary to perform the work and/or to safeguard the health or to prevent injury to a worker's person shall be provided, maintained and paid for by Company, such as but not limited to: grape knives, rain gear, gloves, pruning shears, and umbrella for tractor drivers. Workers shall be responsible for turning in all such equipment checked out to them, but shall not be responsible for breakage.
- J. Adequate first aid supplies shall be provided and kept in clean and sanitary dust proof containers.

(3) UNITED RUBBER, CORK, LINOLEUM AND PLASTIC WORKERS OF AMERICA

(A) Background:

Rubber workers have long been subject to exposure to chemical fumes (such as carbon disulphide) suspected of causing a wide variety of job-related ailments, but generally unrecognized until the workers were severely damaged. The approach which the union took to a backlog of such problems was negotiation of the Joint Occupational Health Program. The program was launched in 1971 when the URW, and the B.F. Goodrich Co., and the Harvard University School of Public Health signed a contract setting up an occupational research project under a University director. Since then, identical contracts have been signed with seven additional rubber companies, making the research effort industry-wide. Armstrong is also working with Harvard

University, Firestone, Goodyear, General Tire, Uniroyal, and Lee and Kelly Springfield are working with a research team from the University of North Carolina School of Public Health. The contracts cover nearly 82,000 workers in 69 URW locals.

Both labor and management agreed at the beginning of the program that no one really knew what special problems might confront rubber workers. In some cases, employees work with new chemicals and processes that have not yet been tested for possible harmful effects. Other workers encounter substances and levels of exposure that have not been rechecked for years.

The union also objected strenuously to the lack of company-wide medical surveillance systems to detect the problems, to identify where they are occurring, in what plants, departments, or manufacturing processes, and what kinds of illness, disabilities, or causes of death were affecting how many workers over what periods of time.

The researchers are now seeking this kind of information, by surveying plant conditions, talking with and testing workers, and analyzing reams of company and union records. The researchers are documenting the adequacy of safeguards against such known hazards as asbestos and talc, finding out exactly what chemicals and materials are being used in what departments, taking and evaluating air samples, and identifying hazards unrecognized in the past by the company, or the union, or the workers. They are also engaged in long-term epidemiology studies of the death and disease rates of particular workers, as compared to rates of other workers outside the industry. Some of these studies will take time to complete. But according to the Director of Industrial Hygiene of the URW, the researchers who are involved in the plants can also raise questions at any time, and present recommendations for cleaning up operations and practices which appear to be hazardous. The record of improvement in the plants since the research work began has been impressive, according to the Union representatives.

(B) DESCRIPTION OF CONTRACT LANGUAGE ESTABLISHING THE JOINT OCCUPATIONAL HEALTH PROGRAM WITH THE MAJOR RUBBER COMPANIES

The preamble to the contract clauses recognizes that "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."

The clauses then establish (a) the Organized Research Study Groups, which have their own Directors (from the Schools of Public Health at Harvard or at University of North Carolina), and (b) the Occupational Health Committees, which are composed of three representatives from the Company and three from the Union (salaries and expenses of the committee members are paid by the respective parties). The Director of the Organized Research Study Group (ORSG) serves as the chief consultant to the Occupational Health Committee (OHC).

The OHC can make recommendations for the implementation of the findings of the ORSG: can review occupational health questions referred to it by local plant Health and Safety Committees, after all local procedures for handling such questions have been exhausted; and can recommend procedures for the early identification and detection of potentially toxic and hazardous agents and their use in the plants.

The ORSG is responsible for formulating and conducting an epidemiological study into potential environmental health problems which might affect employees, and for formulating long-range programs based upon the results of this study. The ORSG also acts as consultant to the OHC on matters referred to that Committee, and assists in the development of appropriate environmental controls of (1) new chemicals and processes introduced into the Company's operations, (2) chemicals and dusts of already recognized toxicity, and (3) other working conditions as appropriate. The ORSG also recommends uniform methods of record keeping to assist in the prevention and detection of environmental diseases. The ORSG makes annual reports to the OHC summarizing work completed and work in progress.

Where existing data and other information available to the ORSG is inadequate for the purposes of carrying out the epidemiological survey, the ORSG has the right to make independent studies at all company locations covered by the agreements. And the companies are required to make available to the ORSG whatever data and information it needs in connection with its surveys, "to the extent legal and contractual obligations permit." There are further limitations in the agreements on the "privileged and confidential" nature of information submitted by the Company to the ORSG and/or the OHC.

The companies are required to make periodic reports to the OHC on what actions it has taken to implement the recommendations of the ORSG or the OHC.

Whenever a potential or actual health hazard is recognized by the OHC, requiring immediate investigation, the Committee requests the Director of the ORSG to designate a qualified expert to determine what data or other information already exists on the hazard, and to recommend what if any additional investigation may be needed.

The activities of the ORSG's and all expenses of the Joint Occupational Health Program are funded by the Company in an amount "not to exceed the equivalent of 1/2 cent per hour for each hour worked by employees covered hereby."

(C) HEALTH AND SAFETY PROVISIONS RECOMMENDED BY URW FOR OTHER CONTRACTS NEGOTIATED BY ITS AFFILIATES:

For smaller plants in their jurisdiction (including many which present undocumented chemical hazards to workers), URW recommends the following kinds of provisions and contract language:

Company obligation and incorporation of standards: "The Company agrees to furnish each employee employment and a place of employment free from all recognized hazards that are causing or are likely to cause physical harm to the employee. The Company further agrees that the General Duty Clause (Section 5) of the Occupational Safety and Health Act of 1970 and all standards promulgated under Section 6 of said Act shall constitute minimum acceptable practice, except where an applicable state standard may exceed Federal standards."

Joint Labor-Management Safety Committee: (3 representatives of management, and 3 to be selected by the local union; the committee should meet at least once a week, and inspect the plant at least twice a month. It should make recommendations for the correction of unsafe or harmful conditions or practices. In this connection, "a designated official of the Company shall be responsible for the enforcement of the joint Labor-Management Safety Committee's recommendations. All such recommendations shall include a target date for abatement of hazardous conditions or practices.")

"Safety Committee members will be paid average hourly earnings for all lost time when meeting jointly with management and for any inspection or investigation of safety and health problems in the plant."

Among other functions of the Safety Committee, it should, "subject to the grievance procedure of the basic Agreement, negotiate and adjust all disputes arising under the Health and Safety Clause of this contract."

Access to Company Data: "Accident, injury and illness records shall be kept and maintained by the Company and shall be made available upon request to the Union Members of the Joint Safety Committee. These reports shall include all reports required by the Department of Labor under the Occupational Health and Safety Act of 1970, specifically including DOL Forms 101, 102, and 103, or other appropriately designated Forms. The Company also agrees to make available to the Committee upon request an up-to-date list of all compounds and substances used in the plant. This list shall include all chemicals as well as definition or chemical breakdown of trade name descriptions."

Access to Plant: "The Union members of the Committee may seek the counsel and assistance of representatives of the (United Rubber Workers) International Union and such representatives shall be granted the right to accompany the Committee on inspections, attend meetings of the Committee, and make recommendations to the Committee, and shall be permitted to make such investigations and physical examinations as may be reasonably connected with the purposes of the Committee."

Medical services and data: "The Company shall furnish competent medical services and supply adequate facilities for the proper first aid treatment of cases resulting from injury or physical

impairments or afflictions in the plant. Copies of the reports of the medical findings made by the Company's medical service or reports of outside medical services used by the Company shall be furnished to the employee as well as to the Local Union.

Right of employee to refuse work: "No employee or group of employees shall be required to work on a job or machine while its safety is being questioned by the Joint Labor-Management Safety Committee. During such time the employee or group of employees shall receive their regular average hourly earnings."

"No employee shall be required to work on any job in the plant with which he is unfamiliar until he shall have received adequate safety training instructions in the performance of the operation."

Protective Equipment and Clothing: "The Union agrees to make every reasonable effort to have its members observe all safety and health rules promulgated under this agreement and to use all safety and protective equipment furnished for this purpose. It is recognized that protective equipment and clothing are temporary measures for relief of conditions which must be subject to further corrective measures through engineering changes or elimination of the hazard involved."

Reference to Grievance Procedure: "All disputes arising under this article and not resolved by the Committee shall be considered proper subjects for adjustment under the grievance procedure including arbitration as set forth in article _____ of this agreement. Any such grievance filed by the Union shall be introduced at the level immediately preceding arbitration."

(4) OIL, CHEMICAL AND ATOMIC WORKERS, AFL-CIO

(A) Background:

Oil and Chemical workers are subjected to exposures to toxic fumes, vapors, gases, liquids and acids, which can do slow, insidious damage to the human body. Documentation and control of such hazards is often difficult and painstaking work.

Until this year, the managers of the leading oil industry firms were always the sole judges of the healthfulness and safety of work assignments. Early this year, however, OCAW "broke through" in negotiations with eleven major oil companies, by getting their agreement to a clause establishing joint union-management health and safety committees with power to police the work environment conditions in their plants.

The eleven companies included American Oil, Atlantic-Richfield, Gulf, Texaco, Mobil, Exxon, Union, Standard of Ohio, Cities Service, Continental and Phillips. These companies also agreed to the following:

- ...Employment by the companies of independent industrial health consultants, subject to union approval, to make health surveys in the plants.
- ...Periodic physical examinations of workers, the scope of which is to be determined by the joint committees.
- ...Delivery by the companies to the union annually of full statistics on morbidity and mortality of employees, in order to reveal to the health researchers whether there is undue incidence of any particular ailment which might be related to work exposure.

Shell Oil Company negotiations broke down on the same OCAW health and safety proposals, and on the union's industry-wide demand for pension improvements, and a strike and boycott against Shell ensued. Many important environmental groups, including the Sierra Club, joined in support of Shell workers.

Paragraph (b) reproduces the language of the OCAW agreement with American Oil Co., which is similar to the union's agreements with the 10 other major oil firms. (The Shell settlement contained no similar arbitration provision for safety and health issues. The Company agreed to negotiate on such issues during the contract term, but the contract contains a no-strike provision. In addition, while the Shell settlement provides for joint health and safety committees, and for company payment for "appropriate physical exams," there is no provision for outside consultants.)

(B) OCAW/AMERICAN OIL CO. HEALTH AND SAFETY PROVISION:

1. There shall be established a joint labor-management Health and Safety Committee, consisting of equal Union and Company representatives, but not less than two or more than four each.
2. The Company will, from time to time, retain at its expense qualified industrial health consultants, subject to the approval of the International Union President or his designee, 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 will include measurements of the exposures in the work place, the results of which will 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 shall pay for the appropriate physical examination and medical tests at a frequency and extent determined from time to time by the joint Committee.

5. The Union agrees that each research report shall be treated as privileged and confidential to the extent that disclosure of information in the nature of trade secrets will not be made without the prior written approval of the Company.
6. At a mutually established time, subsequent to the receipt of research survey 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 sixty days following the execution of this agreement and on each successive October 1 thereafter, the Company will furnish to 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 regularly 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 jointly and effectively making constructive recommendations with respect thereto, including but not limited to the implementation of corrective measures to eliminate unhealthy and unsafe conditions and practices and to improve existing health and safety conditions and practices. 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. Time spent in connection with the work of the Committee by Union representatives, including walk-around time spent in relation to inspections and investigations, shall be considered and compensated for as their regularly assigned work.
9. In addition to the foregoing, Company intends to continue its existing industrial hygiene program as administered by company personnel.
10. Any dispute arising with respect to the interpretation or application of the provisions hereof shall be subject to the grievance and arbitration procedures set forth in the Agreement.

(5) UNITED STEELWORKERS OF AMERICA: Recommended health and safety negotiating program:

The United Steelworkers wage and policy committee has recommended the following program (developed by the union's safety and health department) for negotiation in all agreements (contianer, aluminum, nonferrous metal, and basic steel industries).

The safety and health guidelines are as follows:

1. A contractual mechanism should be obtained for prompt resolution of employee claims that jobs are unsafe or hazardous including the right of every employee to refuse to work on a job which he believes to be unsafe or a health hazard without loss of pay until a resolution is obtained.
2. Injured workers should receive make-up pay consisting of the difference between their workmen's compensation benefits and their regular pay.
3. Periodic expert studies should be obtained and contractual guarantees should be secured assuring that the in-plant environment is free of harmful pollutants and noise.
4. Emphasis should be placed on rehabilitation rather than on punishment of dope addiction.
5. Joint safety committees should participate in establishment of safety rules, should be given copies of all accident reports, should have the right to participate jointly in and receive all data obtained from air, noise, hazard or toxicity studies, and should have adequate authority to investigate and correct unsafe and unhealthy conditions.