

REVISED

PROPOSED HEALTH, SAFETY, GROUP INSURANCE, AND COMPENSATION CLAUSES*

(Suggested for Inclusion in Union Contracts)

HEALTH AND SAFETY CLAUSES

1. A Health and Safety Committee shall be set up, to consist of 3 representatives of the union. (Note: Alternative clause for large companies: A Health and Safety Committee shall be set up for each (appropriate division of plant), to consist of 3 representatives of the company, including a safety official, and 3 representatives of the union.) The union shall notify the company of its selection of representatives to serve on this Committee. The union representatives on the Committee shall designate their representative for each shift and for each major unit or department of the company.
2. The union representatives on the Health and Safety Committee may seek the advice, opinion, and suggestions of experts, authorities, and health and safety representatives of the International Union, and for that purpose shall have the right to call such experts, authorities and representatives into the plant, and they shall be permitted by the company to make such investigations as shall be reasonably connected with the purposes of this Committee.
3. The Health and Safety Committee shall be considered an adjunct of, and subordinate to, the regular grievance procedure herein set forth. All disputes and disagreements arising under the Health, Safety, and Compensation Clauses of this contract, if not disposed of by the Health and Safety Committee, shall proceed to the final bargaining step provided by this contract (Note: or any other desired step.)

*Copied (November 15) from Reports & Outlines of Activities, Medical Research Institute UAW - CIO, 1943 Convention, Buffalo, N.Y.

4. The Company agrees to inform the Health and Safety Committee of the names and natures of substances used in the plant, exposure to which may be unhealthful or dangerous, and upon request to reveal to the Committee the names and natures of any substance or compound used in the plant.

5. The duties of the Health and Safety Committee shall be as follows:

- (a) To meet at least once a month on definitely established dates;
- (b) To make weekly inspections of the plant, including the first-aid and medical departments;
- (c) To make recommendations for the correction of unsafe or harmful conditions and the elimination of unsafe or harmful work practices;
- (d) To review and analyze all reports of industrial injury and illness, to investigate the causes of same, and to recommend rules and procedures for the prevention of accidents and diseases and for the promotion of the health and safety of employees;
- (e) Subject to grievance procedure, to negotiate and adjust all disputes arising under the Health, Safety, and Compensation Clauses of this contract;
- (f) To recommend standards for the continued employment or re-employment of employees suffering from disabilities or symptoms;
- (g) To promote health and safety education;
- (h) To supervise the administration of any group insurance, medical, surgical, and hospital plan, or benefit plan wherein the company is a contributor.
- (i) To supervise the handling, distribution, and sale of food and refreshments in the plant.

6. The Company agrees to maintain sanitary, safe, and healthful working conditions in the plant, to equip all hazardous machinery with effective safety devices, to maintain precautions against exposure which may cause occupational diseases poisoning or their symptoms and to furnish without cost to employees whatever equipment and clothing may be needed by them for the safe, healthful and protected performance of their jobs. All other clothing or equipment which is subject to damage or excessive wear by reason of the special nature of the employment will also be furnished by the company.

7. The company agrees that all industrial injuries and diseases and absences of three days or more for which the given reason is illness shall be reported promptly and fully to the employee's steward or committeeman and to the Health and Safety Committee.

8. The company agrees to maintain full time, on all shifts, adequate emergency, dispensary and hospital facilities for treatment of injured employees under the supervision of a licensed physician. Any unlicensed medical personnel shall be under the direct supervision of such licensed physician. The name of the physician in attendance shall be conspicuously posted in the examination room. First-aid men and nurses shall not remove foreign bodies from eyes, give medication, or prescribe treatment. All first-aid personnel shall be designated by appropriate uniform or insignia.

9. Free physical examinations made by qualified medical examiners including lung X-ray, standard luetic tests, and urinalysis, shall be given annually to each regular employee, as well as to all new employees before hiring. Each employee shall be furnished a copy of all physician's reports and laboratory tests made by the company or its insurer. However, passing a physical examination shall not be made a condition of re-employment or continued employment except in the case of an active communicable disease. No person shall be denied employment or continuation of employment because of hernia, non-contagious venereal disease, arrested tuberculosis, or other non-disabling, non-communicable diseases. Should any employee or prospective employee be denied employment because of the results of his physical examination, such case shall be referred to the regular grievance procedure for negotiation. The union may submit certificates from private physicians, and in the event of further dispute the employee shall be sent to a specialist for his opinion. The employee shall remain at work pending settlement of the dispute.

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10. No employee shall be discharged, laid off, or refused re-employment by the company because of alleged ill health or disability, if he is in fact capable of performing an available job.

11. No employee shall be required to work on a job or machine, while its safety is being questioned by a member of the Health and Safety Committee, and during such time he shall receive full wages even if transferred to a lower rated job.

12. All employees who suffer symptoms due to occupational exposure even if such exposure is in accordance with accepted standards of safety and no pathological evidence of disease is found, shall be transferred to a more suitable environment without reduction of rate.

We recommend the following changes into the Proposed Contract Clauses:

On page 3 to be placed in proper sequence in addition to "8":

- a. Every plant shall have a first aid service under the supervision of a physician.
- b. The members of the medical services, part or full-time or a retainer physician, shall be required to make bi-weekly inspection of the plant in company with members of the safety committee.
- c. Nurses and first-aid men shall be required to make bi-weekly visits to the work environment to become acquainted with hazards, and be required to take courses in safety and industrial disease prevention.
- d. Medical departments should be so organized that their recommendations cannot be overruled by supervision or personnel departments or by foremen.

Addition of Clause 13: Special services to be made available to women such as prenatal care, etc. No provisions were included in original drafting of these clauses. The following are our recommendations relative to women's problems: Company agrees to give the following women's problems special consideration as to both job placement, maintenance of employment and protection of seniority:

- a. In the event of pregnancy, a woman informs the company medical department and then is placed on a light job. Pregnant women should be allowed to continue at work for seven months after inception of pregnancy if the private physician states that they are able to continue at work.
- b. During this time they shall be under prenatal care and bring certificates of prenatal examination to company medical department at intervals of 4 to 5 weeks.
- c. A leave of absence shall be granted to all pregnant employees with no loss of seniority, subject to all seniority rules in effect under the contract. Extension of the leave of absence may be granted on presentation of medical evidence.
- d. Women may return to work two months after delivery if their own physician provides a certificate stating this is advisable. She shall continue under relatively light work during the rehabilitation period.
- e. Every effort shall be made to place a woman employee upon notification of pregnancy, on a suitable light job. No pregnant woman shall be employed on occupations requiring heavy lifting, continuous standing, or occupations listed as hazardous for pregnant women by the Children's Bureau and the Women's Bureau of the U. S. Department of Labor.
- f. Length of work week, depending upon the following factors: state of family -- school children, nursery and canteen availability, shift and hours of work of husband, transportation requirements.
- g. A five-day week for married women with children except where adequate nursery provisions have been made. Married women with children not to work the midnight shift except where adequate provisions have been made for the care of children.
- h. Provision for two 15-minute rest periods -- 15 minutes on each half shift.
- i. All regulations for women's work regarding lifting, climbing of stairs, sitting facilities, cot-equipped restroom facilities, and all other recommendations by the Department of Labor, both state and federal, shall be written into and included as part of the contract.