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PLAINTIFF'S EXHIBIT

Labor and Safety News from iaWCC

/May 1974 1775 Church Street NW, (202) 462-1600 Washington D.C. 20038 Vol. 1 No. 9

I. LABOR NEWS

ısion Reform Bill n Conference

ıse and the Senate have now evolutionary new pension reform n. The bills set federal standards rictly regulate most aspects of pension funds. The two bills, ntain major differences, are being by a Conference Committee to ıise the differences.

rison of several of the key issues llows:

n Requirements:

bill requires pension plan for a worker by age 30 or after of service. The House bill is more requiring eligibility after 3 years e or one year of service if 20 or

ing Requirements

te bill requires 25% vested after 5 vice then 5% per year for the next with 100% vesting after 15 years. se bill offers three options: (1) one the Senate requirements; (2) full fter 10 years (for plans in affect on nactment only); (3) incremental arting with 50% when sum of age of service are equal or exceed 45.

bility Provisions

rt to protect workers who move o job, the Senate bill establishes ıent portability fund for tax free of funds from one plan to Both employer and employee e to participate, however. The ll has no such provision and re that the Senate plan will be

Contribution Limits

e and House bills limit efits to $75,000. Contributions ıte bill are limited to the amount to fund an annual benefit, while bill allows larger contributions enate bill.

(Continued on page 3)

Controls Likely to End

April 30, 1974 will mark the end of all controls as established under the Economic Stabilization Act of 1970. At least, that is the present wish of most Congressmen, labor and business leaders. All efforts by the Administration to continue its authority to regulate controls and all compromise measures for selective extension of controls have failed to be passed in either the House Banking and Currency Committee or the Senate Banking Committee.

However, Wednesday, April 24th, the Senate Democratic Caucus responded to the urgings of Majority Leader, Mike Mansfield, and called for legislation that would give the Nixon Administration standby authority to continue controls after their scheduled expiration next Tuesday, April 30th. There will now be an effort on the Senate floor to tie this measure in to another bill the last few days of April.

Dr. John T. Dunlop, Cost of Living Council Director, is one of the few Administration officials seriously working on controls continuation. He stated that all projections of the inflation rate have been too low and the second quarter "isn't likely to be much different from the fast pace of the first period." He further stated that his belief that the price increases after controls are lifted will be due largely to boosts in steel and related products, copper and medical care. He expects wages increases to rise sharply, especially in construction and among state and local government employees.

The measure proposed by the Senate Democrats would provide for an "orderly termination" of controls after April 30. It would also require the Cost of Living Council to monitor all major sectors of the economy and to enforce the commitments that many business and labor groups made in exchange for being freed from controls before April 30th.

If the measure is approved in the Senate, it is unlikely the House can act by April 30th, however, the legislation might be pushed after the law expires.

CISC

If the wage controls are completely abandoned on April 30th, many problems will have to be settled concerning the actions of the Construction Industry Stabilization Committee. Among those that are being dealt with now is how to retain, on a continuing basis the CISC's computerized date of wage rates. There is also now a great possibility that most, if not all, the craft boards may be continued on a limited basis under voluntary agreements. The Boards would have no legal power but could exert influence in difficult bargaining situations and continue the accumulation of statistics that CISC initiated.

The Operating Engineers Board has already agreed to continue, after controls expire and will assist local negotiating groups in impasse situations.

iaWCC will be issuing a special bulletin to keep our members informed on the status of controls after April 30th. If you have any questions on the matter, please contact the Washington office.

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Roundtable Releases Jurisdictional Report

A subcommittee of the Construction Users Anti-Inflation Roundtable has released a report that the central union labor problem in construction is the union jurisdictional problem. The report suggests that the construction users help to find solutions to the problem since the unions and contractors have not solved the problem of which craft union can claim, get, preserve and protect what work.

(Continued on Page 3)

ROUTING BOX

For attention of:

Final Disposition

☐ Return to _____

or

Labor and Safety News from ieWCC
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CCE National Conference Held in Washington

The Council of Construction Employers (CCE) held its 1974 Construction Industry National Conference on April 7-10 in Washington. Its purpose was to acquaint contractors with the important legislative issues.

The issues discussed ranged from wage controls legislation to the problems with the Workmen's Compensation proposed legislation. Some of the important aspects on the issues discussed are as follows:

1. **OSHA Reform** -- It was stated that nearly 100 individual bills have been introduced concerning reform of the OSHA Act. Areas or remedies that would be beneficial to contractors were suggested and are (1) preclude OSHA citations being used in civil litigation; (2) provide good samaritan coverage for both employee and employer; (3) provide uniform requirements for both state and federal safety and health laws; (4) eliminate citations for first violations (5) employer OSHA regional directors with authority to grant variances; and (6) permit consultative services by compliance inspectors without citation or penalties.

2. **Economic Controls** -- Harry Taylor, CCE President, brought out that controls were likely to end because of combined efforts of the U.S. Chamber of Commerce and the National Association of Manufacturers and the AFL-CIO to prevent continuation of the Economic Stabilization Act of 1970. In discussing the accomplishments of Construction Industry Stabilization Committee (CISC) Mr. Taylor stated that before controls, wage increases in the construction industry averaged 18% and were rising. Whereas under controls, the industry average for 1973 was 5.5%. In addition, the strike activity was down 26% and a number of unproductive work practices were being taken out of agreements.
He noted, however, that presently excessive demands were being made by labor at the bargaining table, which if allowed, could touch off leapfrog bargaining. Therefore, he stated that more time is needed by the CISC and the Craft Boards to continue restoring traditional craft relationships.

3. **Collective Bargaining in 1974** -- A panel of speakers including Frank Bonadio, President of the Building and Construction Trades Department, AFL-CIO, and various contractors and contractor representatives discussed "Collective Bargaining in 1974 and Beyond."

Tom Dailey, AGC contractor from Detroit, referred to this year as "the year of the dilemma." He stated that this is because management is facing an "unprecedented situation" due not only to uncert[ain] controls but also to problems of mater[ial] shortages and escalating costs. He suggested that contractors do some hard bargaining on language and place much emphasis on productivity.



Tom Dailey and Frank Bonadio

Frank Bonadio stated he felt that labor and management had more in common than the bargaining issue and suggested that associations and labor sit down and realistically discuss legislation for the benefit of the entire industry. He stated that contractors should stop laying all of their productivity problems on the unions. Many of these problems, he said, stemmed from business conditions during the Second World War and after wh[en] contractors actually made money by hir[ing] unnecessary manpower and making the government pay for it.

He added that the unions have been active in knocking out coffee breaks and high time provisions in local agreements and trying in general to make their employers more competitive in the face of open shop inroads. He further went on to say that "the unions have got to get off their rumps and do something about the non-union contractors, but you contractors have to help."

Bob Higgins, Director of the National Electrical Contractors Association, said he felt progress in bargaining had been made in the past few years. However, the contractors can't always look to Congress for controls programs. He stated that after April 30th "we are going to have to work twice as hard as before, primarily on the local level."



Bob Georgine, of Building Trades Department, and Tom McGlone, CCE Chairman

oundtable

Continued from Page 1)

he jurisdictional problem, as explained in ie report, is pervasive because the true roblem is that of exclusive craft jurisdic-on. This craft system then gives anagement groups a vested interest long with the unions in its retention and ie problem is compounded. In effect, erations are caused by the craft dictional boundaries and this creates conomic waste than strikes resulting jurisdictional disputes.

lso problems are caused by inemcient use f manpower, labor shortages, featherbed-ing practices, proliferation of manage-ient organization and fragmented bar-aining. These problems, in turn, increase onstruction costs, impede technological rogess, erode management rights, and ius give open shop contractors a ompetitive advantage.

hough union and management try to curb risdictional disputes through the Impar-al Jurisdictional Disputes Board, the oundtable states no voluntary plan as is ow in use will be the answer unless evisions are made in the Green Book hich contains "time worn" precedents r settling disputes.

he Roundtable suggests users utilize an 8 oint program involving education, legis-ative and practical steps. Because the sers have ultimate authority over selec-on of equipment and materials, the report uggests the users minimize jurisdictional isputes by innovative design and specifi-ation of package units and provide much ff-site fabrication.

suggested is that contract language en to require contractors to pursue able labor contract and legal emedies in order to solve jurisdictional isputes.

or your copy of the report, contact the WCC Washington office.

ıpshots from Conference



ınk Krafft, iaWCC President, and Bill lell, Carpenters President



Whitey Rogers, Carpenters Union — Debby Imle, iaWCC Labor Director

Workmen's Comepensation Reform

PLAINTIFF'S EXHIBIT

The Senate Labor and Public Welfare Committee has begun its public hearings on S.2008, a federal workmen's compensation bill. This bill has far-reaching implications for employers and it is important for you, as contractors, to know how it may effect you if it is passed by Congress.

The bill would federalize state workmen's compensation systems and saddle employers with an enormously expensive program modeled after federal "black lung" benefits for coal miners. Enactment of S.2008 would transfer all the important decisions about workmen's compensation to the Secretary of Health, Education and Welfare and the Secretary of Labor. HEW, not the states, would determine which diseases are to be compensable and the criteria to be used in determining whether benefits are due. The Secretary of Labor, not the states, would promulgate standards regarding all other aspects of the law, and could add new ones as he saw fit. These new H.E.W. and Labor Department standards would become effective automatically in every state, without legislative ratification.

Other facts about the bill are:

Minimum Standards - The bill provides no maximum limitations on the total benefits for death or temporary or permanent total disability; no maximum limitation on the type or extent of medical care or rehabilitation services; provides for payment to totally disabled workers of not less than 66 2/3% of their average weekly wage, subject to a maximum of no less than 100% of state-wide average of weekly wages during 1975, with this rising to no less than 200% of state-wide average of weekly wages commencing January 1, 1978 (with automatic "cost of living" escalator for both old and new cases); provides minimum payments of not less than 50% of state-wide average weekly wages but not more than the injured worker's average weekly wage.

Total Disability - Special Provision -- The bill provides that state laws would be required to meet the standard so that claims for total disability due to occupational diseases be adjudicated under criteria developed by the Secretary of H.E.W. It also requires the states to include provisions for reopening past cases of total disability due to occupational diseases or other work related causes for adjudication under the new occupational disease standards developed by the Secretary of H.E.W., if the benefits were denied or terminated in the past due to less favorable standards then in effect.

State Plans - Under the bill each state would have until January 1, 1975 to file an approved state plan providing for the establishment of a single state workmen's compensation agency with authority and responsibility of supervision of medical care, reporting on controverted cases, assisting in claims processing and informing employees of the new benefits and functions of the compensation system.

Advisory Commission - An advisory Commission would be created to monitor the progress of the individual state plans for compliance; to review the adequacy of state plans; to develop recommendations for improving compensation programs and to recommend appropriate action for establishing new or improved standards.

The cost effect of these provisions can be judged by looking at what has happened under the "black lung" benefit program for coal miners under the Coal Mine Safety and Health Act. When that act was pending, its supporters estimated the cost would run no more than $500 million over the entire life of the program. However, black lung payment exceeded $1 billion in 1973 alone, and the total has been officially projected at $10.6 billion through 1981.

The AFL-CIO, chief proponent of S.2008, already has alerted state labor groups to make an all-out effort to discredit state workmen's compensation laws and to build up support for federal action. It is vitally important that your point of view be heard. Therefore, urge your Congressional leaders to oppose legislation which would, if enacted, involve the federal government in the development or administration of the worker's compensation system.

Bob Georgine, of Builders ... ment, and Jos...

ısion Reform
ntinued from Page 1

Funding Requirements

Both Senate and House bills require ısing liabilities of pension funds be fully ıded over the next 40 years.

Plan Termination Insurance

ıe Senate bill states all vested liabilities ust be insured but no insurance is quired if plan is terminated within 5 ars of establishment. The premiums are id through annual tax by an employer of per covered participant. The House bill ovides that vested liabilities must also be sured but established a Pension Benefit aranty Corporation under the Secretary Labor. There is one trust for multi ıployer plans and another for single ıployer plans. The bill sets a premium r the insurance at a limit of initially 0.1% the amount of the plan's unfunded bility plus 0.1% of all accrued liabilities.

ıe Conference Committee is due to have compromise measure out some time in rly May. iaWCC will inform you of the al measure that is enacted.

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L-CIO Ends Trusteeship of Colorado Council

...ge Meany, AFL-CIO President, announced that the trusteeship of the lorado Labor Council will end May 16, 74 after a special convention of the state ıncil is held to elect officers.

ABC Group Open Referral Service

Associated Builders and Contractors has started a pilot employee referral service in Tampa, Florida that is hoped will help solve the open shop manpower availability problem.

Incorporated as the Merit Shop Construction Employment Agency, it is funded by the Florida Gulf Coast Chapter of ABC and the ABC national organization. Plans are to use local radio and newspaper advertising to recruit area craftsmen who are unemployed. The applicants will then be screened and their references checked. Qualified workers will be informed of available positions, hourly wages and fringes and the workers may then choose where they wish to work.

In order to use the referral service, contractors will have to pay a fee. The fee will be about $20 a year plus an initiation fee of $20. Non ABC members will be charged double the regular fee. If a worker is hired through the agency, there will be an additional fee equal to one hour's base pay a day for days worked up to 20 days.

It is estimated the agency will be able to process 100 workers a week.

ABC chapters are waiting to see the success of this program. If it is successful, similar referral programs will be developed in other areas of the country.

Rogers Named to Carpenters Executive Board

John S. "Whitey" Rogers has been given a position on the Carpenters Executive Board. He will be representing the 1st District whose headquarters are in New York. Mr. Rogers was formerly Assistant to President Sidell and represented the Union on the Impartial Jurisdictional Disputes Board. He has also served for many years as the union representative on iaWCC's Carpenters Liaison Committee.

Patrick J. Campbell, the former 1st District Representative, has been named to the position of second general vice president of the Carpenters Union.

Kibben to Fill Roundtable Vacancy

Richard F. Kibbin, former manager of Labor Relations and Safety of Lummus Construction and Labor Committee Chairman of the National Constructors Association has accepted the position of Executive Director-Construction, for the Business Roundtable. He is filling the vacancy left by the death of Mike Graney earlier this year.

OFCC Clarified Hiring Policy

The Office of Federal Contract Compliance (OFCC) has issued regulations that are intended to clarify the Department of Labor's policy on state and local governments affirmative action hiring requirements as they apply to federally assisted construction contracts.

The objectives of the regulations is to assure that contractors and subcontractors obligations under state laws are consistent with the federal regulations for equal employment opportunity objectives.

Those state and local governments that intend to impose their own affirmative action hiring programs must submit the requirements to the OFCC prior to their inclusion in any contract tied to federal funds.

The state local requirements will be deemed applicable to such construction contracts unless the OFCC Director decides that the requirements are inconsistent with federal employment laws or inconsistent with the effective implementation of the federal minority hiring of training plan in the area.

After the local plans are submitted, the OFCC will submit its determination of the plan's merits within 60 days.

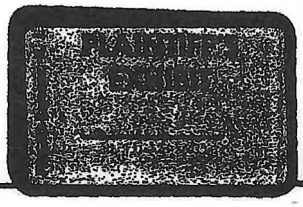
NOW AVAILABLE

iaWCC Labor Relations Handbook

"Employers Guide to Collective Bargaining in the Construction Industry"
by
McNeill Stokes, iaWCC's general Counsel
and
Herman Fussell

Contact the isWCC Washington office to order your copy

Price to members - $20 per copy



NLRB Calls Off 10(k) Hearing

The NLRB has credited a disclaimer from the Laborers and quashed a Section 10(k) hearing on a dispute between the teamsters and the Laborers over the unloading of gypsum board from trucks.

The case revolved over the fact that the general contractor had an agreement with the laborers which gave them the job of unloading from trucks when done by hand at the job site all carpenters material and distribute it to the point of installation. However, the carpentry work was subcontracted and the board was delivered by truck equipped with a hydraulic boom which could deposit the board through windows where the board was to be installed. The firm delivering the board had a contract with the teamsters.

The laborers objected to the teamsters doing the work and after many discussions and laborers disclaimed the work at this particular job site, however, they retained the right to seek the work elsewhere.

Although the majority of the Board stated that since the parties voluntarily agreed to a method of settlement, therefore, there no longer was a jurisdictional dispute. However, the two dissenting members of the Board felt an underlying dispute still existed as to who should perform the work in question and there remained the substantial probability that this same jurisdictional dispute will arise once again.

Hearing Scheduled to Put Unions Under Antitrust Regulations

Senator Strom Thurmond (R-SC) has introduced a bill (S.2237) to bring labor unions under the antitrust laws. The hearings before the Antitrust Subcommittee of the Senate Judiciary Committee are scheduled for May 9th and 10th.

The bill amends the Clayton Act and the Sherman Act. Amendments cover activity that seems to be a violation of the Taft-Hartley Act. These activities are generally agreements between union and employer under which the employer agrees to refrain from using, selling, handling, transporting or otherwise dealing in any of the products of another producer.

In discussing the bill, Senator Thurmond stated that "a union can violate the antitrust laws with an action that is not prohibited by the National Labor Relations Act." "Under this bill," he stated, "it will be subject to two different types of regulatory actions and in this respect it will be no different from business enterprises, which are subject to a variety of restraints."

Carpenters warded Insulation Installation

a jurisdictional dispute between the arpenters and Bricklayers over the stallation of polystrene insulation on the side of masonry walls, the NLRB has varded the work to the carpenters due to ea practice and greater efficiency and onomy and continuity of operations.

ie employer, St. Louis Home Insulation, c. awarded the work to the carpenters as is their usual practice: The masonry ork was subcontracted to Martin Korn ick Co., whose employees were repre-nted by the bricklayers.

ie masonry contractor was told by the icklayers that no masonry workers would sent unless they also got the insulation ntract. The general contractor, after ving many discussions with those volved, told St. Louis Home Insulation, c. that they would have to take the sulation work out of their contract and ve it to the bricklayers. At that time a olation of Section 8 (b)(4)(d) of the aft-Hartley was filed against the bricklay-y the contractor.

ard noted the company had nsistently assigned the work to the rpenters and it was shown to be area actice to use carpenters for the work. It as shown the insulation had to be cut with aw to assure proper fit. Furthermore, it as shown to be more economical to use rpenters who were already on the ntractor's payroll. Therefore, due to ese factors noted, the Board felt the penters are entitled to the work.

Reorganization Planned on House Education and Labor Committee

A House Select Subcommittee on Committees has unanimously agreed on reorganizing House Committee which would split the present Education and Labor Committee.

The Committee on Labor would have jurisdiction over the following area:

1. Labor and employment, generally, including labor standards, wages and hours, workmen's compensation and pensions;
2. Employment and economic opportunities and employment practices (including equal employment);
3. Manpower, including work incentive programs;
4. Occupational Safety & Health;
5. The federal civil service generally, including status of officers and employees of the U.S. in such service and their compensation, classification and retirement;
6. The postal services;
7. Mediation and arbitration of labor disputes;
8. Labor statistics;
9. Regulation or prevention of foreign laborers under contract; the entry of goods made by convicts into interstate commerce;
10. Non-tax aspects of unemployment compensation.

The AFL-CIO is on record against the split up and Chairman Carl Perkins and all subcommitteeChairmen wrote to the Select Committee opposing the split.

Members of the present committee would have a choice of which committee they wanted to join and it is being proposed that each member be limited to one major committee.

Ceiling Installation Dispute Resolved in Favor of Carpenters

NLRB has ruled that a jurisdictional dispute between the carpenters and Sheet Metal Workers over the installation of metal pan ceilings shall be resolved in favor of the carpenters.

The subcontractor, Circle T. Corporation, had a contract with the carpenters and as it had done in the past, hired carpenters to install the ceiling. The Sheet Metal Workers told the general contractor that it was their work and after it was awarded to the carpenter the Sheet Metal Workers picketed Circle T. Company. The subcontractor filed charges with the NLRB against the Sheet Metal Workers.

In reviewing the case the Board noted that the carpenters contract with Circle T Company includes the installation of all types of metal ceilings. Also Circle T. Company had no agreement with the Sheet Metal Workers. It was brought out that both crafts have performed the work and the carpenters have an on-the-job training program and classroom training on this particular type of work. The evidence presented was that other contractors have had extraordinary cost overruns on this type of work because of the deficiencies of the Sheet Metal Workers' performance of the work.

The Impartial Jurisdictional Disputes Board has made several awards of the ceiling work to the Sheet Metal Workers and it was felt that this was a factor favoring the Sheet Metal Workers.

However, the Board concluded the considering all factors, the disputed work shall be awarded to the Carpenters.

roposed evision of Petroleum Allocation Program

1.5] New regulations covering the datory petroleum allocation program, ntly proposed by the FEO, would, if pted make few fundamental changes in cy--but they do include a number of inical and clarifying changes.

policy changes are two: (1) a new ification procedure would be establish-for the allocation requirements for users and wholesale purchaser-con-ers whose allotment levels aren't ect to an allocation fraction; (2) a ry adjustment of wholesale pur-ase period volumes would be suppliers for cases of unusual th between the base period and the f 1973.

Some of the other changes in the proposed regulations include--

- New definitions of such terms as "Wholesale pruchaser-reseller," "Wholesale purchaser-consumer," "firm," and "agricultural production."
- A clarification of the State set-aside program.
- Specific lists of categories subject or not subject to an allocation fraction for each product.
- A procedure for dealing with supplies imported for a consumer's own end-use.
- Criteria for allocating feedstocks for the production of synthetic natural gas.

Carpenters & Electricians Sign Agreement Covering Ceilings

The International Brotherhood of Electrical Workers and the United Brotherhood of Carpenters and Joiners of America have entered into an agreement covering the installation and erection of luminous and acoustical suspended ceilings.

The agreement, effective January 29, 1974, also includes a memorandum of understanding covering electrical floor assembly and electrical automated inter-office transporters.

A copy of the agreement is enclosed with this issue of iaWCC's Labor/Safety Newsletter. If you have any questions concerning the agreement, contact the iaWCC Washington office.

PLAINTIFF'S EXHIBIT

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New Jersey Users Council Lists Objectives for 1974 Collective Bargaining Agreements

The New Jersey Construction Users Council has contacted all management associations in the State of New Jersey to inform them of their interest in negotiations being conducted this year. The Users Council has also sent the various management associations a statement of the Council's policies and a list of objectives representing their position that is recommended to management teams for use in all 1974 negotiations.

This report is very comprehensive and should be helpful to all contractors who are preparing for 1974 negotiations. The report is as follows:

Subject: New Jersey Construction Users Council Position on 1974 Negotiations
To: Negotiating Contractor Associations

1. Term of Agreement - To be developed by the associations collectively.

2. Common expiration date - April 30, [illegible]; to be a common expiration date for all agreements, and terms of agreements to be coordinated to achieve this goal.

3. Common holidays for all crafts based on federally established date--New Year's Day, Washington's Birthday, Memorial Day, July 4th, Labor Day, Presidential Election only, Veteran's Day, Thanksgiving Day, Christmas Day.

4. Provide a shift clause, common for all crafts; either a percentage for differential or 8 for 8, 8 for 7 1/2, and 8 for 7 for any shift schedule required beyond five days duration. Overtime rates for shift work are unacceptable.

5. All crafts shall work an 8 hour day.

6. Provide flexible starting time for the 8 hour work day and make uniform for all crafts on each project. For example, a shift should start plus or minus one to two hours to take advantage of the daylight hours.

7. Reduce overtime wages to one and one-half straight time rates Monday through Saturdays, instead of double time.

8. Provide that the contractors have the right to hire manpower from any source if regular hiring hall cannot supply manpower within forty-eight hours.

9. Provide that the contractor has complete control over determining the number and skill level of manpower on all operations, including number of foremen and supervisors required, crew sizes where safety is not a factor, equipment operation, and ratio of apprentices, trainees and journeymen required for every operation.

10. Limit pay for show-up time to two hours.

11. Acknowledge that if the contractor is to recognize the geographical area as the jurisdiction of the union, the union has the responsibility to man jobs within its jurisdiction without travel pay.

12. Work rules from the June 1, 1973 Agreement between the NCA and Building and Construction Trades Department to be incorporated in all craft contracts, i.e., Work Rules A through K of Article II.

ARTICLE II WORK RULES

A. The selection of craft foremen and general foremen shall be entirely the responsibility of the employer, it being understood that in the selection of such foremen the employer will give primary consideration to the qualified men available in the local area. After giving such consideration the employer may select such men from other areas. Foremen and general foremen shall take orders from individuals designated by the employer.

B. There shall be no limit on production by workmen nor restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trade and shall work under the supervision of the craft foremen. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations, provided, however, legitimate manning practices that are a part of national or local agreements shall be followed.

C. Security procedures for control of tools, equipment and materials are solely the responsibility of the employer.

D. Workmen shall be at their place of work at the starting time and shall remain at their place of work performing their assigned functions under the supervision of the employer until the quitting time. The parties reaffirm their policy of a fair day's work for a fair day's wage.

E. Practices not a part of terms and conditions of collective bargaining agreements will not be recognized.

F. Slowdowns, standby crews and featherbedding practices will not be tolerated.

G. A steward shall be a qualified workman performing work of his craft and shall exercise no supervisory functions. There shall be no non-working stewards.

H. There shall be no illegal strikes, work stoppages or lockouts.

I. When a local union does not furnish qualified workmen within forty-eight (48) hours (Saturday, Sundays and holidays excluded), the contractor shall be free to obtain workmen from any source.

J. It is agreed that overtime is undesirable and not in the best interests of the industry or the craftsmen. Therefore, except in unusual circumstances, overtime will not be worked. Where unusual circumstances demand overtime, such will be kept at a minimum.

K. If the contractor so elects, he may work shift work at a rate negotiated in the applicable agreements. If the agreements do not contain rates pertaining to shift work, the parties shall negotiate such shift rates at the pre-job conference. The Employer shall determine the crafts and number of men to be assigned to each of the shifts established.

13. Binding Arbitration clauses shall be incorporated in all contracts.

14. Contractor shall have option of utilizing a "make up" day at straight time rates to provide workman with a normal 40-hour week of work if such work will be of benefit to the project.

15. All contracts should provide a reduced wage rate schedule for maintenance work.

16. Restrictive Work Practices - There shall be no language in any contract which would prevent a contractor from exercising any of the following management rights:

(a) Crews used for unloading, rigging, and setting of equipment shall be as determined by contractor.
(b) Contractor may install any prefabricated components regardless of type, size and source.
(c) Contractor to determine need for type and number of craftsmen to handle such items as temporary lights, temporary heat, welding machines.
(d) Contractor shall utilize any safe tools or equipment which will permit more efficient operation.

17. Union local shall furnish to th contractor association a tabulation listin the number of active voting journeyme and apprentices who are card carryin members and permit holders as of July 1 each year.

18. Clauses requiring that contra terms be extended to subcontractors sha be eliminated from agreements.

19. Jurisdictional Disputes:
A procedure shall be adopted for settl ment of jurisdictional disputes betwee unions (that a contractor is a party to) th prohibits work stoppages, establishe specific steps to be taken, and conclude with a decision that is legally binding both sides.

20. Management Clause:
ıe employer retains full and exclusive ıthority for the management of his ıerations. Except as expressly limited by ·er provisions of this agreement, the yer shall have the right to plan, and control the operation of all his rk and his working forces, at his sole erogative, including hiring, selection of remen, assignment of employees to their bs, promotion, demotion, transfer, sus-ension or discharge of employees for oper cause, lay-off of employees because lack of work or for other legitimate asons. No rules, customs or practices ıall be permitted or observed which limit restrict production or limit or restrict the int or individual working efforts of nployees. The employer may utilize any ethod or techniques of construction and ere shall be no limitations or restrictions gardless of source or location of the use machinery, pre-cast, pre-fabricated or reassembled materials, tools or other bor saving devices, nor shall there be any nitations upon choice of materials or esign. The employer shall decide the nount of equipment to be used and the umber of men needed.

21. Grievances and Arbitration:
ection 1. In the interest of uninterrupted rogress on any and all work covered by ıis agreement, the parties hereby agree ıat there shall be no lockout on the part of ıny employer and there shall be no strikes, k stoppages,, picketing or slow-downs ed in by the Union. All questions or ces involving the interpretation and ıpplication of this Agreement, other than rade jurisdictional disputes arising under Article ———, shall be handled under the following procedures:

Step I Between the company supervisor and the steward at the job site as soon as practicable but in no event later than three (3) working days after the occurrence of the dispute. Failure to raise any dispute within three (3) working days of its occurrence, renders the dispute null and void.

Step II If not resolved pursuant to Step I, then between the business representative and a Company Officer at the job site. This meeting should be arranged as soon as practical but in no event later than three (3) working days after the conclusion of Step. I.

Step III If the parties are unable to affect an amicable settlement or adjustment of any grievance or controversy, such grievance or controversy shall be submitted to binding arbitration under the rules of the American Arbitration Association at the request of either party provided notice in writing of the intent to do so is given through the ·er party and the American Arbitra- ssociation within five (5) working ter Step II has been completed. An arbitrator shall be selected pursuant to the rules of the American Arbitration Association who shall hear the matter and his decision will be final and binding on the contract to the Union and all employees. Each grievance will be arbitrated separately except those of a similar nature pursuant to mutual agreement.

The Arbitrator shall render his decision in writing on the grievance and solely on the meaning and interpretation of the particular provision of the contract which gave rise to the dispute.

The Arbitrator shall have no power to add to, subtract from, or modify this Agreement.

The parties affected shall be afforded a full opportunity to present any evidence, written or oral, which may be pertinent to the matter in dispute.

Except by mutual agreement, all timeliness provisions must be complied with and failure to comply by either party will result in default by that party of its position.

22. Non-Discrimination:
The Union and the Employer agree to abide by all Executive Orders and subsequent amendments thereto, regarding the Civil Right Act of 1963, pertaining to non-discrimination in employment, in every respect.

Whenever an imposed minority hiring plan or a voluntary minority hiring plan shall provide for the employment of trainees, they shall be employed subject to the terms and conditions of this Agreement to the extent that such minority hiring plan shall require.

Law Judge Rules Steward Mandatory Subject of Bargaining

An NLRB Law Juge has ruled that the right of a union to appoint an out of work member as job steward may be bargained under the Taft-Hartley Act, at least as long as there is a union security provision in force.

A problem arose when the Painters #798 demanded during negotiations with the Master Painters Association of Nassau & Suffolk Counties that a clause in the contract be changed to read, "Stewards to be appointed on all jobs from the union office from the unemployed." Under the old agreement, the union had the right only to designate the job steward from those employed on the job.

The contractor objected to forced employment of a worker selected by the union and the union stated they felt the clause necessary to police the contract and that regular employees of contractors were more interested in regular employment than in policing the contract terms.

The NLRB General Counsel complained the Painters violated Section 8(b)(1)(A) of the Taft-Hartley Act by striking to secure an agreement from contractors that the union could designate any qualified journeyman as a steward. Furthermore, he argued that it forces the contractor to prefer union members over non-union members in hiring.

However, the Law Juge states, "if the union security clause of the contract is being enforced as required after 8 days of employment the alleged discrimination is much more theoretical than real." He further stated the right of union to police collective bargaining agreements is an essential feature of the right to secure such agreements. "Without the right to police the agreement, collective bargaining itself becomes nothing but a hollow act. Appointed duties, responsibility and tenure of stewards on the job is vital to policing and are mandatory subjects for collective bargaining," he continued, "and the union could therefore bargain to impasse and strike to achieve 'satisfactory terms' thereon."

(Painters #798 and Master Painters Association of Nassau & Suffolk Counties, February 14, 1974.)

Prehire Contract Ruled Illegal

The NLRB has ruled that a pre-cast concrete plant whose employees build forms to be taken to the job site and erected is not an "employer engaged primarily in the building and construction industry" as limited in Section 8 of the Taft-Hartley Act.

Forest City/Dillon-Tecon Pacific approached Local 530 of the Carpenters union about entering into a contract. The Laborers union had requested the company consider them for the work in the plant also. However, when the first six employees cam to work the Carpenters secured authorization cards from them. At this time the parties entered into a recognition agreement.

Eventually sixty people were hired and five classes of employees were established. However, only 2 classes were represented at the time of recognition. Therefore, a representative contingent of employees did not exist at the time of recognition. The company's defense was that they were engaged in building and construction industry where prehire agreements are allowed. It was explained that the company was in the planning and building of structures all over the United States, either as a general contractor or in a joint venture. Structures are designed to use precast concrete and employees built forms to pour concrete to make component parts. The forms are transported to the job and it is assembled. There is no interchange of employees between the plant and the construction site.

The Board stated that in a broad sense the pre-cast plant could be considered a part of the building and construction industry, however, courts have stated that the Congress did not intend to include in the

(Continued on page 9)

PLAINTIFF'S EXHIBIT

PLAINTIFF'S EXHIBIT

ases noted below are in order of the they were heard before the Impartial ates Board. The Unions are listed the union disputing the work first and nion to which the contractor made the nment second.

Meeting - January 31, 1974

stos Workers/Carpenters

dispute was over the application of aced insulation held in place with clips and adhesive and sealing all s and punctures with aluminum foil r barrier tape or other vapor barrier rials to walls of masonry shafts used onvey air in connection with the hanical heating and air conditioning m at the State University of Hew York th Science Center project, Buffalo, York (The Mader Corporation, ontractor). The Board found that the ation in dispute is primarily for nal insulation of exterior walls and there is no basis to change the s assignment which was to the

case was heard by the Appeals Board larch 5, 1974 and the Appeals Board irmed the above decision.

t Metal Workers/Carpenters

dispute involved the handling and alling of a Planar metal ceiling, ding hangers and carriers at the necticut Light and Power Company ct, Hampton, Connecticut. The Board l the work in dispute shall be assigned e sheet metal workers on the basis of practice.

t Metal Workers/Carpenters

dispute was over the installation of dlock metal ceiling system, including ers, grid system and wall molding at New Orleans International Airport ct, Kenner, Louisiana. The Board l that the work shall be assigned to the t metal workers on the basis of trade ice.

rs/Electrical Workers

concerned the installation of plaster light frames, attached 4" channel furring in a suspended g, to receive gypsum board and a r finish at the McLean County Nursing Home project, Normal, Illinois. The Board ruled that the work in dispute shall be assigned to the Lathers on the basis of trade practice.

32nd Meeting - February 7, 1974

Sheet Metal Workers/Electrical Workers

This dispute concerned the handling and installation of aluminum louvers (egg crate) ceiling system including hangers, grid system and wall moulding at the Waterbury Courthouse project, Waterbury, Connecticut. The Board found that the work constitutes the finished ceiling and the handling and installation thereof, including hanger rods, grid system and wall moulding and shall be assigned to the Sheet Metal Workers.

In other respects there is no basis to changes the contractors assignment which was to the Electricians.

33rd Meeting - February 21, 1974

Lathers/Carpenters

This dispute concerned the installation of exterior metal floor and ceiling track and metal studs at the Bayshore Diplomat project, Tampa, Florida. (Cagle, Inc. subcontractor). The Board found the work involved the installation of metal floor and ceiling track and metal studs on exterior walls to which are applied paperback lath and other lathing accessories to receive a stucco cement plaster finish and ruled that this work is governed by the decision of record of July 25, 1919 and shall be assigned to the Lathers. In all other respects there is no basis to change the contractors assignment.

34th Meeting - February 28, 1974

The dispute was over the handling and installation of Alcan aluminum ceiling system at the Miami International Airport project, Miami, Florida. The Board voted that the dispute shall be assigned to the Sheet Metal Workers on the basis of trade practice.

Sheet Metal Workers/Carpenters

The dispute concerned the handling and installation of Fuller air slides at the Kosmosdale Cement Plant project, Kosmosdal,e Kentucky. The Board voted that the handling and installation of air slides shall be assigned to the Sheet Metal Workers on the basis of trade practice. However, in other respects there is no basis to change the contractors assignment which was to the Carpenter.

Sheet Metal Workers/Iron Workers-Carpenters

This dispute was over the handling and installation of air slides at the Kaiser Aluminum and Chemical Corporation Mead Air Control System project, Mead, Washington. The Board ruled that the handling and installation of air slides shall be assigned to the Sheet Metal Workers on the basis of trade practice. In other respects, there is no basis to change the contractor's assignment.

35th Meeting - March 7, 1974

Plasterers/Painters

This dispute concerned the plastering of inside walls at the Park Place Garden Apartments project, Lafayette, Louisiana. The Board voted to defer its decision on this dispute pending final action pursuant to the December 4, 1973 action of the Joint Administrative Committee which referred the repetitive dispute over pointing and taping of drywall to the International Unions involved. This action was taken by the Board because of the close relationship of the plastering of inside walls to the pointing and taping involved on both walls and ceilings of this project.

Laborers/Carpenters

The dispute was over unloading, handling and distributing of materials at the Bulkeley High School project, Hartford, Connecticut. The Board voted to reaffirm its decision of January 17th, 1974 that the unloading, handling and distribution of boxed acoustical tile or stockpiles in the approximate area of installation on various floors as designated by the contractor shall be assigned to the Laborers. The handling from stockpile or stockpiles to point of installation shall be assigned to the Carpenters.

36th Meeting - March 14, 1974

Sheet Metal Workers/Carpenters

This dispute concerned the installation of Soundlock metal ceiling system, including hangers, grid system and wall moulding at the Xerox Education Center project, Leesburg, Virginia (Kraft-Murphy Company, Inc., subcontractor). The Board voted that the work shall be assigned to the

heet Metal Workers on the basis of trade ractice.

[illegible] Metal Workers/Carpenters

[illegible] dispute was over the handling and installation of porcelain enamel metal iscia panels, including coping and flash-ig, Bentworth Area School project, llsworth, Pennsylvania. The Board ruled ie handling and installation of procelain namel metal fascia panels, including oping and flashing shall be assigned to ie Sheet Metal Workers. In other espects there is no basis to change the ontractors assignment.

7th Meeting - March 21, 1974

lasterers/Painters

he Board reviewed a communication from resident Joe Power regarding the action aken at the March 7th meeting on the ispute over the plastering of inside walls f Park Place Garden apartments, in ayfayette, Louisiana. The Board voted to eaffirm its decision of March 7th and the natter is deferred pending final action of ie Joint Administrative Committee.

aborers/Lathers

[illegible] dispute concerned unloading, hand-drywall materials, insulation, metal [illegible] and placing of these materials on oors of the Illinois National Bank Building ob, Springfield, Illinois. The Board stated he unloading and handling of drywall naterials, insulation, metal studs to tockpile or stockpiles on various floors as lesignated by the contractor shall be ssigned to the Laborers. Handling from tockpile or stockpiles to point of installa-ion shall be assigned to Lathers.

8th Meeting - March 28, 1974

aborers/Carpenters

his dispute was over unloading and tockpiling of packaged acoustical metal rid material at No. 1 Financial Plaza job, lartford, Connecticut. The Board was dvised by both parties that a meeting of ie Carpenter-Laborers Jurisdictional ommittee was scheduled for April 4, 1974 nd that disputes over the unloading, andling and distribution of materials ould be among the items to be discussed t that meeting. Therefore, the Board oted to defer a decision in this dispute ntil their meeting of April 18th pending [illegible]ipt of notice on or before that date from [illegible]puting parties regarding efforts of [illegible]sdictional committee to settle such [illegible]putes directly and of the understanding [illegible]ched, if any, for the direct adjustment of ie instant dispute.

Laborers/Carpenters

This dispute concerned the unloading to storage area of drywall material at the St. Joseph's Hospital project, Lowell, Massachusetts. The Board voted to defer its decision until the meeting of April 18th.

Sheet Metal Workers/Carpenters

This dispute was over handling and installation of 22 gauge metal ceiling system, Central Food Kitchen and General Storage Facility project, Pittsburgh, Pennsylvania. The Board voted the work involves the installation of a walk-in cold room and voted that there is no basis to change the contractors assignment which was to the Carpenters.

Sheet Metal Workers/Carpenters

The dispute concerned handling and installation of dustubes and necessary hanging devices at the Union Carbide Corporation project, Ashtabula, Ohio. The Board ruled the work shall be assigned to the Sheet Metal Workers on the basis of trade practice.

Bricklayers/Carpenters

This dispute was over installation of rigid styrofoam insulation to masonry walls with mastic at St. Luke's Hospital project, St. Louis, Missouri. The Board stated the work is governed by an agreement of April 1, 1931 and shall be assigned to Bricklayers.

Lathers/Carpenters

The dispute was over installation of exterior metal floor and ceiling track and metal studs to which is to be applied sheathing, building paper, self-furring lath, and a stucco cement plaster finish at the Raddison Inn Plymouth project, Minneapolis, Minnesota (Stern Drywall Inc. and Walter C. Johnson subcontractors). The Board ruled that the work in dispute is governed by the decision of record of July 25, 1919 and shall be assigned to the Lathers.

39th Meeting - April 4, 1974

Electrical Workers/Carpenters

This dispute concerned installation of sleeves at High Point Apartment project, Hartsdale, New York. The Board voted that there is no basis to change the contractor's assignment which was to the Carpenters.

Sheet Metal Workers/Carpenters

The dispute was over handling and installation of .032 aluminum weatherseal metal roof deck and fascia, Giddings Office Building project, Reno, Nevada. The Board voted that the handling and installing .032 aluminum weatherseal metal roof deck is governed by the decision of record of August 21, 1948 and shall be assigned to Sheet Metal Workers on the basis of trade practice.

Painters/Carpenters

The dispute concerned the application of wall coverings, Ponderosa Systems, Inc. project, Vandalia, Ohio. The Board ruled there is no basis to change the contractor's assignment which was to the Carpenters.

40th Meeting - April 11, 1974

Lathers/Carpenters

A rehearing was held on the dispute concerning the installation of exterior metal floor and ceiling track and metal studs at the Bayshore Diplomat project, Tampa, Florida. The Board voted to reaffirm its decision of February 21, 1974 which awarded the work to the Lathers.

Lathers/Electrical Workers

This dispute was over the installation of plaster light frames in a suspended lath and plaster ceiling, Lourdes Hospital project, Binghamton, New York. The Board voted that the work in dispute shall be assigned to the Lathers on the basis of trade practice.

Psalm to a Subcontractor

My Sub is my salvation; he doeth my work
He agreeth to the terms of my subcontract;
He alloweth me to shop his prices;
He extendeth me credit;
He holdeth me harmless for my own neglect;
Yea, though I divert the payment that is due him, I will
fear no reprisal for my Sub will never say "No" to me.
My jibes and inequities do not phase thee.
Thou signeth a release of lien when I request it;
Thou accepteth compromises that make my cup runneth over.
Surely my Sub will carry me all the days of my life and
I shall depend on his gullibility forever.

(Continued from page 7)

exemptions those employers who manufacture and assemble products which are subsequently installed by others at the construction site.

Therefore, although the company might be in the building and construction industry, the employees in the pre-cast plant are not in the industry and Section 8 is not applicable. The contract entered into violated the Taft-Hartley Act and recognition must be withdrawn and the collective bargaining contract abrogated.

PLAINTIFF'S EXHIBIT

PLAINTIFF'S EXHIBIT

PENGAD-Bayonne, N. J.

II. SAFETY NEWS—OSHA UPDATE

Meany Criticizes Administration for Weakening OSHA

George Meany, in a speech before the AFL-CIO Building Construction Trades Department Legislative Conference held inWashington the first week of April stated that unions must "hold the line" against Administration attempts to weaken the OSHA Act.

He went on to state the Administration has managed to distort the policies of the Act, to starve its budgets, water down enforcement and spend its time and money principally in devising ways of dismantling "federal control by giving it to the states."

OSHA needs more funds for manpower, standards development and statistical services, he said, and "we want twice as many inspectors and industrial hygienists as we have now, plus drastic cuts in money earmarked for the ineffectual state plans."

Mr. Meany ended his speech by accusing OSHA of abdicating federal responsibility by "giving it back to the states and this is making second-class citizens in every state where these plans, federally approved plans, are in operation."

House Opens Hearings on Job Safety Act

The House Select Subcommittee on Labor has begun "oversight" hearings on the 1970 OSHA Act. The comments on the Act, mostly from Congressmen so far have ranged from endorsement of proposed amendments to the entire repeal of the Act.

The Chairman, Congressman Dominick V. Daniels (D-NJ) has stated the hearings are to continue throughout the Congressional year on a monthly basis. The issues to be discussed include standard setting procedures, publicity given to workers' rights, on issuing safety and health standards, staffing and budgetary problem at the National Institute for Occupational Safety and Health, availability of information on OSHA compliance for small businesses and state plans.

Of the recommendations given, the amendment by Congressman Steiger to provide for consultative inspections of small businesses covered by the Act was supported by several Congressmen. It was suggested that consideration be given to having different standards for small businesses.

Five bills have been introduced to repeal the Act and the reasons given for such action include its alleged lack of constitutionality, its deleterious effect on the industry--particularly small business--its ineffectiveness and its further enforcement of the federal bureaucracy.

Other concrete measures suggested to improve the Law were on site consultative inspectors, consideration of employee non-compliance; systemized methods for determining what business should be inspected, to stop the "nit-picking" of federal inspectors, and adoption of procedures which would prevent the Department of Labor from appealing a case lost on the facts unless the hearing judge certifies it for appeal.

Dry-Wall Spackling Contains Asbestos Hazard

OSHA has been alerted that many spackling and taping compounds used by home builders to cover seams in drywall joints contain asbestos fibers beyond OSHA asbestos health standard limits.

Employees sanding these spackling and taping joints smooth before painting may expose themselves from 3 to 13.7 asbestos fibers per cubic centimeter of air. The health standard limits employees exposure to 5 fibers per cubic centimeter.

After examining 17 members of Painters Local 1974, of New York, Dr. Irving Selikoff of the Mt. Sinai School of Medicine found the lungs of 9 of the men examined showed positive x-ray evidence of fibrosis. (Fibrosis is a condition marked by a relative increase of fibers in any internal organ.)

Although Dr. Selikoff believes such new data cannot be conclusive, he stated a serious health hazard may exist among home builders. All OSHA staff has been notified of the new source of asbestos exposure. All those in the construction industry have been asked to alert employees and employers of the potential hazard of the need to comply with OSHA's asbestos standard.

Noise Standard Not for Construction

The Construction Safety Advisory Committee has advised the OSHA Administration Committee on Noise that the standard on noise cannot be complied with by the construction industry.

Dr. Floyd Van Alta, technical advisor of the OSHA Office of Standards requested this approval for OSHA to incorporate specifications for noise in the appropriate construction standards. He stated that OSHA is aware that compliance with noise standards would be "troublesome" considering the temporary working conditions and hiring practices of the construction. However, he added, this protection must be provided to the workers and noise measurement will have to be made for each worker if the present recommendations are fully adopted.

It was brought out that medical monitoring and annual audiometric testing provisions of the standard would be difficult since an employee may work for several employers within a year.

Therefore, due to the problem facing the industry, a special subcommittee has been formed to study noise proposals and make recommendations to OSHA for construction operations.

OSHA Review Raises Penalty for Ladder Violation

A $200 penalty was proposed for a ladder safety violation even though no penalty was proposed by the Labor Department.

The OSHA Review Commission ruled that the Law Judge correctly found a violation of the standard but erred in assessing no penalty.

The safety standard, 1926.450(a)(1) requires that unless stairways, ramps or runways are provided, ladders shall be used to give safe access to all elevations.

The $200 was said to be appropriate because of the gravity of the violation. The employees were required to hoist themselves from a scaffolding to a girder to work that was 40 feet up in the air. Although the likelihood of an accident was not great since the employees were required to hoist themselves only 4 feet. However, if an accident did occur the consequences would probably be severe.

must be withc
limiting contact

OSHA Offers ew Training Packages

SHA Administration has announced ability of two job safety and health packages. One is designed to help oyers evaluate their own operations construction projects and the other is ed at reducing the number of injuries n cave-ins.

ails of each training package are as ows:

A Guide to Voluntary Compliance. This gram costs $55 and contains a student nual, instructor's guide, a set of 174 r slides. It provides guidelines for eloping systematic self inspection cedures to help contractors correct rkplace deficiencies.

Safety and Health in Excavation and nching Operations. This program is a cial emphasis instructional program ed at reducing the number of injuries ated to such dangerous work on the struction site. Its price is $21 and ludes an instructional manual, a re- ree supplement and a set of 129 slides.

ese training packages are available ough the National Audiovisual Center, neral Services Administration, Wash- n, D.C. 20409.

roposed $31,744 Penalty Vacated

e OSHA Review Commission has firmed a judge's decision vacating a oposed penalty of $31,744 for failure to ate an elevator shaft guarding violation r a period of 63 days.

e Beall Construction Company had been ted by an OSHA compliance inspector for improperly guarded shaft elevator in a ilding being constructed. A reinspection as made 63 days later and the elevator aft was again found unguarded. A nalty of $750 per day for 42 working days as proposed.

he employer contested the citation and nalties. At a hearing the contractor ovided testimony that the elevator shaft as guarded between the abatement riod and the second inspection. herefore, the Review Commission vacat- l the entire abatement penalty and ljusted the total penalty to $620.

Second OSHAct Criminal Conviction Much Like First

ose on the heels of the first criminal nviction under OSHAct came a second, d the two cases have much in common. e latest case, involving a Denver company, was, like the first, brought after alleged failure to shore a trench properly led to a fatal accident. In both cases, the company was convicted on at least one charge, but charges against executives were either dismissed or resulted in acquittals. In each case, a fine of $5,000 was levied against the convicted firm.

Safety Standard for Job-Made Ladders Issued

Safety requirements for job-made ladders on construction and demolition sites are specified by a new standard just published by ANSI.

Job-made ladders are those built on a construction or demolition site to provide access to work area. They are not used as work stations.

The purpose of the standard is to minimize injuries to workers. It is intended for voluntary adoption by contractors or as a guide to state and local regulatory bodies.

The standard prescribes minimum requirements for construction, design, installation, and use of wood ladders constructed on the job. It includes requirements for materials, clearances, inspection, maintenance, and safe use. It does not apply to portable manufactured ladders, to fixed ladders, or to ladders on mobile equipment.

The standard was initiated by the American Mutual Insurance Alliance and the American Ladder Institute. They held the secretariat. It was developed by Subcommittee A14-4 on Job-Made Ladders of American National Standards Committee A14 on Construction, Care, and Use of Ladders, under the chairmanship of Roger L. Tuomi, Forest Products Laboratory, U.S. Department of Agriculture.

ANSI A14.4-1973, Safety Requirements for Job-Made Ladders, is available from ANSI at $4.50 a copy.

OSHA Tip: Put Safety Rules in Writing

OSHA now exempts employers from responsibility in cases where an employee violates company policy and exposes himself and others to injury. According to the OSHA Compliance Manual, this exemption is made only when (1) the accident or hazard is caused by employee action; (2) it is isolated and of short duration; (3) participation in the action is made without the supervisor's action, and (4) the action is against company rules and procedures.

The only sure way to prove that an action violates the rules is to put them in writing--and see that every employee receives a copy. Doing it now may save you headaches, embarrassment and money in the future.

Safety Can be Arbitrated, Supreme Court Rules

The U.S. Supreme Court has ruled that where a collective bargaining agreement between a coal company and the UMWA required compulsory arbitration for "any local trouble of any kind arising at the mine," a strike was not permissible over a mine safety dispute and arbitration was required by the contract. The court said safety issues were not in a class by themselves so far as arbitration is concerned, and it said, "the presumption of arbitrability...applies to safety disputes."

OSHA Inspection Procedure

Q: How does the OSHA Compliance Officer actually conduct an inspection?

A: There are three principal parts to every compliance inspection--the opening conference, the walk-around, and the closing conference. During the opening conference, the inspector tells the employer why he has come (routine, or to investigate a complaint or accident), what he will do, what he will look for, and what he wants to see. He explains the employer's rights and responsibilities, provides copies of applicable standards and appropriate publications, and he asks the employer to select his representative and to determine who the employee representative will be to accompany him on the walk-around. During the walk-around inspection, the compliance officer will observe all conditions in the work place, pointing out apparent violations as he proceeds. He may take measurements or instrument readings, and he will probably make notes. He will also check to assure that the OSHA poster is prominently displayed and that the OSHA Form 102 is posted (if he inspects during February). Wherever possible, he will ask that corrections be made on the spot. After the inspection, the compliance officer will discuss with the employer any violations he has discovered, learn from the employer his time estimates for abating violations, and ask for any other records, reports, documents, or other evidence of the employer's "good faith" in attempting to comply with the provisions of OSHAct.

However, [illegible]

PLAINTIFF'S EXHIBIT