

to formulate codes, or the powers incident to the functions of State Departments of Health, Labor or Industrial Commissions. Most of the codes establish maximum allowable concentrations of toxic materials with penalty provisions for failure to comply. Enforcement is generally given to the State Departments of Health, Labor, Bureau of Mines or Industrial Commissions. In most instances, no specific provision is included for methods by which industry may attain compliance.

In the administration of these codes, it would seem desirable for the administrative agency to cooperate with industry in the attempted solution of industry's problems by educational processes, rather than by police enforcement of the penalty provisions.

Industry has accepted its responsibility to provide its employees safe places in which to work and safe tools with which to work. Management is not indifferent to health hazards and is seeking to attain effective engineering methods to control hazards. Many problems are presented in the perfection of such methods, and these cannot be and will not be solved overnight.

Changes in industrial processes and newly developed uses of chemicals and other toxic materials will continue to create new problems for the control of hazards. Some large industries have adequate engineering staffs and personnel to study these problems and control potential hazards. Many small industries do not have available personnel for this purpose.

The primary object of Bureau of Industrial Hygiene is to correct hazardous conditions in industry and by assisting management in the discovery, correction and control of hazards, this purpose will be achieved. If administration takes the form of an educational program, I believe that industry will gladly cooperate and the results obtained will be more effective than in any other manner.

It is unfortunate that there is not greater uniformity in the state codes presently effective. Under the leadership of the United States Public Health Service it should be possible to prepare some uniform code that would be suited to industry of all industrial states. If this were done, the codes now effective could be repealed and the proposed model code enacted. With the cooperation of employers, employees and the state agency administering the codes, occupational hazards could be reduced to a minimum and diseases practically eliminated.

III. HEALTH CLAUSES IN UNION CONTRACTS

This subject is one of increasing importance and emphasizes the role of industrial hygiene in labor relations. Perhaps detailed discussion of the subject would be more appropriate in meetings that are devoted to a consideration of industrial relations. It is not the purpose of our Committee to recommend the inclusion or exclusion of clauses of this type and we believe it will be of interest to members to consider certain provisions that have been included in contracts which have been published and are fairly representative of the trend of clauses now being considered by Departments of Industrial Relations.

In the agreement, dated March 19, 1946, between General Motors Cor-

poration and the United Automobile Workers—CIO, we find the following, incorporated as paragraph 146 of that agreement:

"A report of physical examination and any laboratory tests made by physicians acting for the Corporation will be given the personal physician of the individual employee involved upon the written request of the employee."

Again in an agreement, dated March 13, 1945, between Carnegie-Illinois Steel Corporation and the United Steelworkers of America—CIO, we find

Section 12, dealing with safety and health, provides as follows:

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

In the agreement, dated July 6, 1945, between Industrial Silica Corporation and the United Steelworkers of America—CIO, we find the following sections under Article 14 dealing with the subject of physical examinations:

"Section A. Conditions of Examination

"It is hereby mutually understood and agreed that the Corporation shall have the right, from time to time, to require employees, at its own expense, to submit to medical and physical examinations by physicians or specialists of its own choosing, and to terminate or suspend employment of any employee or transfer him to another department if such examination shows that said employee cannot with safety satisfactorily continue the kind of work he was doing at the time of such examination or is suffering from any disease which could be communicated to the other employees."

"Section B. Effect on Employee

"No such employee shall be permanently laid off, suspended or transferred as the result of any such examination until he has been given five (5) days' written notice of the intention of the Corporation so to do and the records of the Corporation with respect to any such examination shall be open to inspection by the employee's personal physician upon the written request of the employee."

In certain instances representatives of labor have made public statements in opposition to requirements by employers for pre-employment physical examinations as a prerequisite to employment. Similar opposition has been expressed with respect to recurring annual physical examinations. You will recall previous reports of our Committee pointing out statutes of various states under which in certain occupations pre-employment physical examinations were required by law, and in which annual recurring physical examinations were similarly required. Certainly in those industries where potential hazards to health exist, one of the most effective methods of con-