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SAFETY

SAFETY is one subject which is mentioned in the great majority of union contracts covering industrial employment. In spite of this frequent mention, it cannot be dealt with specifically and effectively through the processes of collective bargaining. It is futile for the union to agree that its members will all work safely at all times. There is no identifiable meaning to the commitment that the employer will maintain safe working conditions in all departments. These are the types of provisions which appear in many union agreements. As a practical matter, they are not enforceable against either party.

An employee may violate a safety rule, be disciplined for it, and appeal his case through any grievance or arbitration machinery provided by the agreement. Even if the discipline is sustained, the employer has created more trouble than he has cured. He has probably invited a demand, at the time of the next negotiation, for a change in one particular safety rule, or for the grant of authority to a union committee to approve all safety rules before they are put into effect.

If the union finds it necessary or possible to get before any grievance tribunal with a complaint that the employer is not maintaining safe conditions in the boiler plant or the paint shop or in the plant as a whole, the situation is a sad one. Rightly or wrongly, the unfortunate impression is created among employees that the employer is not properly concerned with their safety. It is easy to conclude that he is not properly concerned with any phase of their comfort or welfare.

In most cases, the contract reference to safety consists of a comprehensive commitment to the objective of safe working

conditions and an expression of the intention of both parties to work for the promotion of safety. Discipline for violation of safety rules is usually taken for granted. Where it is not, the union is likely to insist on the right to challenge safety rules decreed by management and to appeal any case of discipline for violation of a rule.

A careful consideration of these contract provisions must lead to the conclusion that safety cannot be achieved by means of the contract itself. It cannot even be substantially promoted by any specific form of negotiated agreement between the parties. Perhaps the most important and valuable significance of any reference to safety in a labor agreement is the evidence that the subject is recognized as one of mutual interest and mutual concern.

A more careful examination of the elements of safe working conditions will emphasize the fact that it is impossible to accomplish the desired result by negotiation and contract. Even though some of the elements may be specifically assured by agreement, other and more important elements can only be achieved through understanding, co-operation, goodwill, and an alert sense of constant personal responsibility.

The element of physical hazards may be specifically treated in a written document. It is sometimes thus treated in labor agreements, and in almost every state, it is specifically treated by law. But even where a contract or a law prohibits certain physical hazards and demands certain physical safeguards, the language is likely to provide for flexible and discretionary elaboration of the specific provisions. For instance, a state law governing the safety of pressure vessels such as boilers and compression tanks is likely to provide for expert inspection and to require compliance with the instructions or recommendations of the inspector.

Assuming that specific physical hazards can be contracted out of existence, or legislated out of existence, the objective of safe work and prevention of accidents has not been ac-

complished. The statistics collected continuously by the National Safety Council indicate that a very minor percentage of all industrial accidents are the results of unsafe equipment or physical hazards. Compared with such accidents, ten times as many others are caused by bad judgment on the part of supervisors or workers, by instructions which are not clear or which are not given at the proper time, by disregard of instructions which are clear, by violation of safety rules, or even the deliberate removal of guard devices by a worker for whose safety they were installed. Many injuries which might be slight become serious because of the lack of adequate first-aid training among those who have immediate access to the injured workmen. A startling amount of suffering and lost time results from the failure of workmen to obtain the attention which is available, in cases of minor cuts, bruises, or fractures.

An entire labor agreement might be devoted to the obligation of management representatives to assign work in a safe manner, and the obligation of workers to perform their work in a safe manner. Such an agreement would not directly prevent a single accident. The intelligent assignment of work by a supervisor, so as to accomplish its performance in a safe manner, involves many essentials which are abstract, the products of knowledge, interest, and alertness. The supervisor must have learned, both through instruction and experience, what methods are safe, what lifts are appropriate to the capacity of a normal worker, and the safe and unsafe manner in which he may perform the lifts. He must know which tasks call for the protection of goggles, masks, or safety shoes.

The successful supervisor must also know how to enlist the willing co-operation of a worker, to such an extent that the worker will use proper judgment and employ proper safeguards when the foreman is not there to tell him in words. In a consistent and patient performance, the supervisor must demonstrate his sincere interest in the safety of

his fellow workers. Likewise, he must inspire in every worker a corresponding interest in his own safety, and in the safety of his fellow workers.

The worker himself must attain an attitude toward a safe performance which goes much deeper than the observance of rules. This attitude must include an intelligent appreciation of every hazard surrounding his job. It requires a sense of responsibility, entirely unrelated to the disciplinary penalties which he may be risking if he violates a posted safety rule, or the personal penalty which he may suffer if he ignores a rule of common sense. It requires attention to hazards which is so consistent that it becomes automatic and subconscious.

It is no exaggeration to say that safe working conditions are more the result of attitudes than of rules and physical arrangements. Safety is a condition which can be built from a state of mind and internal conviction. It cannot be built from rules or laws or engineering devices. It can sometimes be achieved in the absence of the usual rules and devices.

The actual achievement of safety within the plant is beyond the power of negotiators and beyond the reach of any agreement which they can negotiate. When any feature of a safety program is vigorously projected into the collective bargaining process, the achievement of real safety is more likely to be retarded than advanced. If either employees or employer must make demands that some measure be taken for the protection of workers or products or equipment, there is both a prior and a consequent attitude of conflict which is, in itself, the enemy of safe practices.

If the understanding relationship between employer and employees, between supervisor and workers, is so strained that co-operation toward the mutual objective of safety has been impossible, there is a lack of the first requisite for successful collective bargaining, to say nothing of successful industrial relations. If the way of life in an industrial plant is such that workers believe that managers and supervisors

are not properly interested in the safety of the workers, it is too much to expect that they will believe that any other policies of management give proper consideration to the interest of workers.

A successful program for the achievement of safety is clearly beyond the practical scope of collective bargaining. It does not follow that management is justified in resisting the discussion of safety in the process of negotiations. If the issues are brought into the negotiations, it is too late for management to take that position. There are few factors in the relationship of employees and employers which workers are more justified in discussing than the factor of safety. Merely because it is impractical to "write" safety into a labor contract, management is not justified in trying to avoid a discussion of it, at the time and place set aside for the negotiation of a contract. The introduction of safety complaints or demands gives management one of its best opportunities to exercise statesmanship. The first step should be a frank and sympathetic recognition of the right of the worker representatives to talk about safety. The second should be an aggressive willingness to go beyond the processes of collective bargaining to find a mutually satisfactory basis for dealing with the problem.

The agreement may provide a mechanism for the accomplishment of this purpose. For instance, it may provide for the creation of a joint union-management committee to deal with the promotion of safety. It may even specify certain authority for that committee, to review or initiate safety rules, or to conduct an educational campaign, or to perform inspections of physical hazards. It may open up an opportunity for management to co-operate with its own workers and representatives in a field which is beyond collective bargaining, not for any legal or technical reason, but for the reason that collective bargaining cannot make men safe workers.

There are instances which demonstrate that labor unions

are ready to recognize this type of problem as being beyond the scope of collective bargaining but within the field of mutual concern. They are sometimes more ready to do so than are employers. In one of the well-known negotiating procedures, involving employers and employees in three states, the representatives of nearly fifty local unions, at one negotiating conference, made a definite proposal for the promotion of safety. They prefaced their request by the statement that they recognized that the subject could not be covered by the agreement. They followed by proposing a joint activity, unrelated to the labor contract, whereby the employers and the unions would undertake an interstate program for increasing the safety of the various operations, through conferences, education, and other means.

Obviously, the employers could have refused to discuss such a subject in a conference called to negotiate a collective bargaining agreement. Obviously, they would have been shortsighted in the extreme if they had done so. The undertaking of this activity, beyond the scope of collective bargaining, received the full co-operation of both parties. It has become one element in a solid structure of employer-employee relations. It contributes definitely to an atmosphere of tolerance and understanding in the negotiation of those matters which must be included in the labor agreement.

The same tolerance and understanding can be fostered through the intelligent promotion of safety at the level of the single establishment, or even the single job. When the promotion of safety gives full and respectful recognition to the personal factor and the common or mutual interest, the tolerant and understanding attitude is an inevitable result.

Much has been said and written about the effect of bad union relations on the safety record of an industrial plant. In some instances there has been the simple recognition of the fact that unpleasant collective bargaining relations and unsatisfactory safety records exist together. In others, it is a more

or less factual conclusion that unpleasant collective bargaining relations have destroyed a practice of safe working which was previously good. The reference to "a more or less factual conclusion" is used to raise the question of definite research on the subject. There are apparently no published studies or tabulations of cases where good safety records have collapsed or declined, after employees became unionized and began to bargain collectively. When such tabulations have been made, further study will be needed to see whether collective bargaining was the only new factor in each case. There is room for open-minded inquiry into the possible effects on the safety program from other changes: a change of managers, a new safety supervisor, sudden expansion of work force and supervisory force, new types of materials or products, changes from single to multiple shift operations.

It is not necessary either to challenge or to document the general assumption that bad collective bargaining relations and bad safety records are frequently found in the same establishments, and at the same time. It is necessary to challenge the easy assumption as to which is the cause, which is the effect. An impartial observer might, in many cases, be forced to conclude that the injection of a militant union with radical leadership has so disturbed the in-plant relations as to undermine a good safety program. But he might find, in other cases, that an inadequate safety program had been the direct cause or pretext for unionization. He would surely find instances in which the inadequate safety program was typical of general management practices. In such cases, an atmosphere of discontent and antagonism would be a natural direct result, and bad collective bargaining relations would be a natural indirect result.

If safety could be viewed as separate from the other functions of management and of employee relations, merely for the purpose of study, it would seem to be the easiest field in which to achieve understanding and co-operation. The mu-

tual concern is based upon the spread of the penalties for unsafe practices. Suffering and money loss and potential permanent disability or death are the penalties upon the worker in an unsafe plant. Direct money costs, damage to property, loss of production, disruption of a working unit, and loss of morale and efficiency are the penalties upon the employer. There is obvious mutual interest, and it is most intense on the part of the worker whose hazards are far more personal and serious than those of the employer.

Beyond the mutual concern or mutual interest, there is an obvious mutual responsibility. Safe working conditions can never be achieved without the active co-operation of management and workers. The greatest possible effort of either will be made futile merely by the indifference or lack of active participation by the other.

On the foundation of this mutual concern and mutual responsibility, safety offers the ideal opportunity for an employer to build a relationship of understanding and co-operation with his employees. If the only result were the reduction of accidents and injuries, the effort would be worth infinitely more than the cost. The saving of one man's life or eyesight or limb is an objective which demands every contribution of time and thought and money which an employer can give.

But the results in human relations go far beyond the direct improvement of the accident record. The understanding and co-operation achieved in safety, where the achievement should be easiest, will always give birth to understanding and co-operation in other fields. Although we have viewed it separately for the purpose of momentary study, safety cannot be actually separated from all the other relations between an employer and his employees, or between employees themselves. The mutual confidence and respect gained through a mutual effort toward safety will lead to recognition of mutual concern and responsibility in other fields where they are much less obvious.

This recognition of mutual interest and responsibility is the foundation of good employee relations. It is correspondingly an indispensable element of good collective bargaining relations. Safety is obviously one of the objectives lying beyond collective bargaining. But it is the material most readily available to any employer engaged in building a firm foundation for all his relations with employees, including the collective bargaining relations.