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Clause 25

This article discusses the duration of the Agreement. It stipulates that the Agreement comes into effect the first day of January of the current year and will remain for a year's period. It will be renewed thereafter automatically from year to year at least until one of the parties informs the other, between the sixtieth and thirtieth day preceding the expiration date, whether they want to amend or terminate the above agreement.

For this year, this article presents some serious difficulties on account of some circumstances [of absolute necessity (or) circumstances outside of one's control] which have delayed the drawing up and publication of this decision. We are discussing at the present time the renewal of a collective contract for the year 1949. Now it happens that this contract will be renewed less than a month before the expiration of the above year. If the contract is renewed and signed by the parties during the course of the month of December, it will be automatically in effect for the year 1950 because it would be physically impossible for one or the other of the parties to denounce it thirty days before its expiration. Furthermore, it would seem futile and frivolous to sign a contract that would last only a few days which would obligate the parties to immediately resume their negotiations for drawing up a contract which would be in effect during the year 1950.

The investigation in this case was long (slow), serious and thorough. It seems to us that all the facts were brought to the knowledge of the [magistrates, tribunal or court]. There probably will not be a change in economic conditions that prevail at the present time and those which will

prevail in the year 1950. The cost of living has a tendency of falling. We think then that it will be in the common interests of the contracting parties to stipulate that the work contract which will be signed following this decision will be automatically renewed for the year 1950. (Master Lesperance dissents on this point.)

Clause 25 should then read as follows:

"25) This agreement, after having been introduced in accordance with the requirements of the law, will be supposed to have been in effect since the first day of January, 1949, and it will stay in effect until December 31, of the same year. It will then be automatically renewed for the whole year of 1950. During the year 1950, one or the other of the parties will be able to renounce it by informing the other party between the sixtieth and thirtieth day preceding the expiration date.

A notice of amendment should contain as much as possible a list of the suggested modifications for the renewal of the 1951 contract."

The Union also asked to add to the Agreement two new clauses. First the clause 26 which deals with the elimination of dust. The Union asks to include in the contract an article by which the Company would promise [would undertake] to continue to work toward the elimination of dust in the outside and inside of the mills, with the most short delay possible in using the best known [resources, means]. It hasn't submitted any notes to translate exactly its opinion. This question of asbestos dust makes a subject for long discussion. Eminent doctors were heard. The Union produced as its witness Dr. Alexander Sirois of the Thetford-Mines. The Company heard Dr. Paul Cartier, medical director of the Industrial Clinic at Thetford-Mines. The Court then [summoned, subpoenaed] as its own [foreman, or head] Dr. J.A. Vidal, of Montreal, specialist in tuberculosis and head of service at the Hospital of Sacre-Cœur of Cartierville. For

deciding the question, the Company then summoned Dr. Arthur John Vorwald, director of the Laboratory at the Trudeau Foundation of Saranac Lake, New York, as well as Dr. Anthony J. Lanza of New York, a specialist in Industrial Hygiene whose authority is recognized throughout the world.

In our findings upon the testimony [evidence] we are going to try to define what is asbestosis, what relation there is between this disease and tuberculosis and silicosis. We will see what was done by the Company to protect its workers from this disease. According to the unanimous testimony of the doctors who were heard, asbestosis is a fibrous reaction of the lung caused by inhalation of asbestos dust. In order for asbestos fibers to affect the respiratory pathways, the fibers must be relatively long, from 10 to 60 microns. They [the doctors] themselves, have found fibers of 250 microns in an autopsy, but this constitutes an exception. According to the evidence, to contract asbestosis, it is necessary to live in a concentration of dust containing five million particles or fibers of asbestos per cubic foot of air. The exposure period varies. Dr. Sirois [claims, maintains] it could be for seven years, while Dr. Cartier is of the opinion that it is necessary to breathe this concentration of dust during fourteen years. It is probable that the necessary time to contract this disease depends in large part on the predisposition more or less of each subject. The state of receptivity [susceptibility] according to the opinion of Dr. Vorwald, depends upon factors which are still unknown. Asbestos fibers which get into the lungs cause an irritation which produces a multiplication of cells like a defense phenomenon. This multiplication of cells diminishes the alveolar space and [impedes, obstructs] the transfer of oxygen by way of the alveolar inner wall to the arterial blood. This fibrous [reaction] covers the asbestos dust and destroys its noxious character. It follows, according to the unanimous opinion of the

distinguished doctors who have been heard, that asbestosis is not a progressive disease because the irritation stops at the moment the asbestos fiber has been completely covered by this fibrosing phenomena. The evidence discloses that asbestosis at a very advanced degree diminishes the respiratory capacity until a certain point, and the resistance to other illnesses. Moreover, one cannot deny that asbestosis exists as it has been acknowledged as an industrial disease by a law of the province of Quebec.

Asbestosis nevertheless is far from possessing the seriousness of tuberculosis and of silicosis. It differs totally in its evolution and its effects. As we are about to say, asbestosis is not progressive. If, as early as the first visible signs of asbestosis, the worker who is affected with it changes [job, site] and works in a place where the concentration of asbestosi fibers is less strong, the disease stops evolving immediately. The tissue [heals up/scars] and the worker undergoes [not any/none] diminution of capacity nor any pathological symptoms. The irritation caused by asbestos fiber is mechanical and not chemical. Close observation of the state of the lungs of all workers who work in high concentrations of asbestos dust will will make possible seeing immediately the first injuries of the sickness. That is, moreover, the opinion expressed by Dr. Vorwald. It thus seems relatively easy as early as the beginning of the evolution of this phenomena of asbestosis, what will keep the worker in good health.

By contrast, silicosis is not at all of the same nature. It is caused by inhaling particles of free silica from one to five microns. It produces a specific pathological lesion which is a "micro-nodular nodule." (My quotation marks.) The reaction caused by silicosis is not mechanical but chemical. Silica established favorable ground for the

evolution and development of tuberculosis. Silicosis, by its own nature, is a progressive disease and its evolution generally leads to death.

It is proved that there isn't any free silica in the asbestos mines and that silicosis could not occur in the workers employed at mining for asbestos minerals. The radiographic picture of asbestosis and of silicosis do not resemble each other at all, and a slightly practised eye can ascertain right away this difference. There cannot be any mistake on this subject.

As for tuberculosis, this is a well-known disease that is produced by inhaling tuberculosis bacillis, called Koch's bacillis.

According to the testimony of Dr. Cartier, 40% to 75% of silicosis patients die of tuberculosis. Conclusive studies have been made on this subject. That is moreover the opinion clearly expressed by the knowledgeable doctors who have been heard in this case. For some time, the index of mortalities by tuberculosis was very high at Thetford-Mines. This was due to the fact that there was a sanatorium for tuberculosis patients at this town and all the mortalities that would occur at the hospital were attributed to the town of Thetford-Mines adding to the rate of mortalities in a considerable way. This faulty procedure was corrected and the mortalities that occur in that hospital are now attributed to the place of residence of the patients, with the result that the rate of mortalities by tuberculosis at Thetford-Mines is no more high than in the small towns of the same importance. One [confirms/reports] that in certain centers of the province of Quebec where there isn't any mineral industry, and consequently no high concentrations of dust, the rate of tuberculosis deaths is high, even higher, than that in the town of Thetford-Mines.

One confirms that more than in this town, tubercular deaths were higher in women than in men although women do not work in asbestos mines. The rate is also higher in young people who work in offices than in those of the same age who work in asbestos mines. The workers who are harmed by asbestos are not more susceptible to contracting tuberculosis than those who do not work in asbestos mines. Moreover, these statements were confirmed by laboratory tests which were related in detail for us by Dr. Vorwald. The proof made in this case is conclusive. It indicates clearly and absolutely that there isn't any relationship between asbestosis and tuberculosis.

The cases of asbestosis in the asbestos industry in the province of Quebec are not numerous. One could say there are about 5,000 workers who mine asbestos in the Quebec Province. From 1939 to 1949, only 93 [complaints, claims] were made for cases of asbestosis. Of this number, 61 were refused, 6 were still [in abeyance/outstanding] and 26 were awarded, which makes an average of 2.6 per year out of a total number of about 5,000 employees. For the Asbestos Corporation, Limited, from 1942 to 1949, 36 claims were made; 24 were rejected, 10 were awarded and 2 are still in abeyance.

The question asked us is if we know asbestosis could give rise to, complicate or aggravate heart diseases. There is nothing in evidence which will allow us to affirm this. Moreover, Dr. Cartier himself affirms there isn't any objective evidence that asbestosis in its minimal state or moderate state could cause or aggravate heart diseases.

Dr. Vorwald was then questioned about the relationship between asbestosis and cancer of the lung. He answered us that in the current state of science, it was impossible to affirm if there is any relation

between the two diseases. Some studies meanwhile are being carried on to explain the frequency of cancer of the lungs in adults even in those who do not work with asbestos.

We will see now what has been done at Thetford-Mines to protect workers from asbestosis.

In 1945, the companies who operated at Thetford-Mines organized a clinic under the name of the Industrial Clinic of Thetford-Mines. It opened in May, 1946. Capital of \$75,000 was furnished by the Asbestos Corporation, Limited, Johnson's Company, Limited and Bell Asbestos Mines Limited. It cost \$32,000 to \$35,000 per year to operate this clinic and this bill was paid by the asbestos companies. Dr. Paul Cartier, eminent specialist in lung tuberculosis, is in charge of this clinic.

All the new workers submit to a serious examination before being hired. Their application is accepted on the condition they are in good health. Then, each year, all the employees who work in the asbestos mines or in the asbestos mills are given new examinations. Thirdly, the check-up examinations are given as often as necessary to all subjects who might show a pulmonary anomaly. Since June, 1946, to July, 1949, this clinic examined 1,713 new applicants; it made 7,035 periodic examinations of employees of the companies and 578 check-up examinations which makes a total of 10,226 examinations. Dr. Cartier tells us that at the moment he ascertains a pulmonary anomaly in certain employees, he asks the company involved to give this employee another kind of work which will expose him less to breathing asbestos dust. He also assures us that the companies yield with good grace to all these changes.

This clinic certainly will have an effect on diminishing the grave cases of asbestosis by discovering the first symptoms when they appear. The clinic is not only interested in discovering cases of asbestosis but

it also watches over all the workers from the point of view of tuberculosis because it is necessary not to forget that workers in the asbestos mines are susceptible to contracting tuberculosis like any other individual who doesn't work in dust, but not more.

Besides this clinic, which serves to protect the workers, the company Asbestos Corporation, put into production a program to eliminate dust. At King Mine, the company spent \$211,197.34; at Beaver Mine the elimination of dust cost to date \$194,804.20; at the British-Canadian Mines the company spent for the same ends \$156,751.00 for a total of \$562,752.54. This elimination of dust is a long-winded job. The company began it and asserts it will continue it. It now experiments with systems it installed in these three mines. It is perfecting them and just invented a mechanism to eliminate the dust at the place where one gets the [hindrance/obstacle] of asbestos. This mechanism having been satisfactory, the company intends to install it in all the mills. It is evident that the situation is not yet perfect and that there yet remains much work to accomplish. The Company seems to have excellent arrangements and it affirms that it will continue the work begun. It recognizes that the dust is a nuisance and it seems disposed to work towards its elimination as far as is possible.

Even though the asbestos dust can affect the working conditions of the workers, I think that settlement of this question criticizes the administration of the company more than the work contract. It is an important and difficult question to decide which are the best mechanisms to eliminate dust in a given factory. The company must judge if its income permits it to make the necessary capital outlay for the installation of these machines; it is up to it also whether it ought to decide at this time if its will be able to take the liberty of making these outlays.

In view of the good will shown by the Company until the present in coming to a solution to this problem and in view of the results already obtained, we do not think it would be timely to include a clause in the collective work contract legally obliging the company to put in application certain ways of eliminating the dust. All that must be left to the discretion of the directors of the administration of the company.

All the same, we are asking that the following declaration be included in the contract: (Master Lesperance dissenting)

"The company recognizes that asbestos dust is a nuisance. It declares that it is disposed to continue work already started on eliminating dust to the extent where it is possible and practical in the interior and exterior of the factories. The company received the Union's requests and has reserved making a decision in its discretion of the best way to make this occur; what sum the company could spend to this end and the place where the money will be invested.

The present clause should not be interpreted at all as a contractual obligation of the Company, but only as an affirmation of its disposition with regard to the problem of elimination of asbestos dust."

Thomas Tremblay

President

Montreal, December 10, 1949.