

FILE NAME: Johns-Manville (JMA)

DATE: 1949 Dec 15

DOC#: JMA030

DOCUMENT DESCRIPTION: Asbestos Corp. Ltd. - Arbitration of Asbestos Strike

TRANSLATION from F R E N C H

Bx # 51577
MVL WHE

(Excerpt from LE DEVOIR,
Montreal, Canada. Vol. XL,
No. 291 - Thursday, Decem-
ber 15, 1949.)

Arbitration of the Asbestos Strike

MAJORITY DECISION UNFAVORABLE TO THE WORKERS

Ten Cent Pay Increase But No Compulsory Clause on Asbestos Dust

The report was made public this morning -

Nearly all of the workers' demands were
rejected or amended - In 57 page report
the court recommends that contract be
made valid for two years: 1949 and 1950

The court's decision will be submitted to the workers Sunday.

"THIS REPORT DISREGARDS CATHOLIC SOCIAL DOCTRINE"

The report of the arbitration court en-
trusted with the study of the dispute be-
tween the National Union of Asbestos Wor-
kers and the Asbestos Corporation Limited
(arbitration which was to be binding in
the case of the Johnson's Company and the
Flintkote Mines) of Thetford-les-Mines has
just been made public.

By a majority decision the court recommends
a pay increase of 10 cents per hour (the
workers had demanded 15 cents) and refuses
to force the company to continue to work
for the elimination of asbestos dust. A
clause was, however, added to the contract
on this question, but it is "in no way to
be interpreted as a contractual obligation
of the company, but solely as an affirma-
tion of its arrangements regarding the prob-
lem of eliminating asbestos dust".

Judge Thomas Tremblay presided over the
court. The company's arbitrator was Ray-
mond Caron, Esq., and Théodore Laspérance,
Esq., represented the interests of the
union. The meetings were held, first in
Thetford-les-Mines, then in Montreal.

The latter arbitrator repudiated the majority report, declaring: "I find myself forced to refuse to subscribe to the report presented by the president and the management arbitrator because, in its conclusions and in its considerations, this report disregards Catholic social doctrine, and is patterned on the most condemnable economic liberalism and the most individualistic conception of the right of ownership."

It is noted that the great majority of the demands formulated by the National Union of Asbestos Workers has been rejected or amended.

Another important decision of the court was the rejection of the Rand formula, which had already been adopted by direct negotiations between the union and the company for the 1948 contract. The court laid particular stress on the "confessional" character of the union in withdrawing this clause from the contract, with the assertion that individuals of good faith who do not profess the Catholic religion but adhere to other denominations cannot be forced to pay contributions to a Catholic union.

In its preamble the report contained a few words of explanation on the purpose of the arbitration court, which was established as a result of and pursuant to an agreement signed by both parties at Thetford-les-Mines on June 24, 1949. By this agreement, the workers had decided to terminate a strike which had started in February and to return to work immediately.

After a preliminary meeting in Montreal, the court transferred to Thetford where it held four sessions, the first of which on August 2.

It then returned to Montreal where it held eight additional meetings, the last of which on October 6. The depositions covered 1,438 stenographic pages. The union had submitted 22 exhibits, the company 96.

According to one compilation, the union's demands amounted to a total of \$1,221,560.04 (exhibit P-58), whereas the company's surplus for the year 1948, according to exhibit P-57, came to \$1,159,912.12, before deduction of funds necessary for extensions and improvements, and before payment of dividends.

A summary of the court's major decisions follows.

THE RAND FORMULA

For the preceding contract, the union had already obtained the application of the Rand formula, or rather, in the words of Judge Tremblay, "a part of the formula suggested by Judge Rand in the Ford Motor Company case".

This clause pertains (3) to the payment of contributions to the union's funds. It obliges the employer to withhold, without his employees' consent, from the first pay of each month of all employees affected by the agreement -- whether they be members of the union or not -- a sum equal to the monthly contributions made to the union by its members, and to turn over this sum to the union's treasurer.

The company demanded that this clause be stricken and the union demanded that it be retained.

The report stated: "We believe this clause to be beyond the scope of common law and contrary to the principle of freedom which should be the basis of trade-unionism. It is also contrary to the dignity of the worker and may even infringe upon his freedom of conscience."

The report then went on to quote several considerations already established in other similar cases, adding for this particular one:

"Furthermore, we find in the constitution and regulations of the

C.T.C.C. (Federation of Canadian Catholic Workers) the principle for which unions affiliated with said Federation must be established. Therein, the aim of this association is stated as being the joining of the Catholic workers of Canada in order to give them a professional organization along the lines of the Church's social doctrine." (The decision quoted the pertinent article of the constitution).

"It may happen that in a large industry there be employees who, in good faith, do not profess the Catholic religion, but adhere to other faiths. It may also happen that these people, for reasons of personal conscience, prefer to belong to neutral unions. Where is their freedom if they are forced, in order to earn their living, to pay dues to the Catholic union to which they do not wish to belong and possibly another payment of dues to the union of their choice? Is this not a breach of the freedom of conscience as much as of the freedom of labor?"

"We admit without reserve that trade-unionism is an excellent thing. Several Popes in succession have advised the workers to belong to their union, but such adherence must be free and voluntary. The right to work is one of the God-given rights and it cannot be made subordinate to a formula of adherence to any one specific union. Let it be repeated once more that to force a worker to pay dues to a given union is equivalent to forcing him to adhere to that union. Clause 3 is contrary to freedom and we cannot maintain it."

UNION SECURITY

The court admitted, however, that the union was entitled to a certain measure of security. That is why it recommended a formula,

according to which the members of the union at the beginning of the year covered by the agreement would authorize their employers to withhold from their salary, for the duration of the agreement, an amount equivalent to their union dues and to turn this sum over to the union. Such authorization should be irrevocable for the life of the contract, with the employee retaining the right, however, to notify his union and employer of his intention to withdraw from the union, at the latest thirty days before termination of the agreement.

SUNDAY WORK

The union had demanded that the hours worked on Sundays and Holidays be paid for at double the normal hourly rate. It gave as the reason for making this demand its intention to force the company to reduce Sunday work to the lowest possible minimum.

"Evidence on this question does not reveal any complaints," the report stated. "It seems that the company is respecting the provisions of the law regarding Sunday work. However, it is proven that certain jobs must, of necessity, be done on Sundays, such as, for example, the heating of boilers, the care of animals, etc. To force the company to pay double time for this necessary and inevitable work would seem unjust to us. If the company does not respect the provisions governing work on Sundays and forces its employees, without valid reason, to work on that day, the law calls for a more effective recourse than that of being obliged to pay double time."

"Later, the union had demanded that double time instead of time and a half be paid for supplementary work performed on Sundays or Holidays. The court still believes that it should not grant this demand and

draws up the new clause as follows: "If an employee works for more than eight hours on a Sunday or a Holiday, this overtime work shall be paid for at the rate of time and a half and shall be paid only once."

DAYS OFF

At the request of the union, the court recommends that Good Friday be a day off.

The second part of this clause (10b) relates to days off with pay. There are now two days off (holidays) with pay: Saint John the Baptist's Day (June 24 -- Translator) and Labor Day.

The union requested that this clause be eliminated in full and be replaced by another which would give the workers their full salary for all days off (or: holidays).

The court recommended that "the company go one step better" and add two holidays or days off with pay to the two already existing, namely Christmas and New Year's Day, or the days following these holidays if they fall on a Sunday.

VACATIONS

Since both parties are in agreement, the court recommended that employees who have not completed one year of service by June shall be given a half day of vacation for each 25 days they have worked.

In the case of those who have completed one year, vacations will consist of six consecutive days. In both these cases, the vacations shall be with pay.

The union had requested 12 days of vacation for workers having completed two years of service. The company had refused this demand and had

offered 14 days after five years of service. The court suggested an additional day of vacation for every year of service up to a maximum of 12 days (5 years).

The union had requested six additional days for employees having completed 20 years of continuous service, but the company had turned this down. The court submitted that the period should be extended to 25 years.

"After 25 years of uninterrupted service, the strength of a worker begins to wane and he needs a longer period of rest if he wishes to continue to give his best to his employer. We therefore believe that an additional six days of vacation should be granted to all employees who have completed 25 years of service." (According to exhibit P. 21, of a total of 1317 employees working for the Asbestos Corporation Limited, only 85 have completed 25 years of service or more).

The court recommends that the vacation period extend from May 1 to October 30.

FAMILY STATUS

At the company's request, the court recommended that the family status of an employee be given greater consideration than his union status in the matter of promotions and transfers. "We believe that this demand of the employer must be granted," the court stated. "Family status should certainly be considered first with regard to union status. The family is the mother cell of society; it is part of natural law. In our Christian and Democratic society everything must center around the family."

CONTRACT FOR 1950

The court recommended that the present contract, which is the

renewal of the collective agreement for the year 1949, be valid for the year 1950. "There will probably be no change in the economic conditions which prevail at the present time and which will prevail during the year 1950. The cost of living is tending toward a decline. We therefore believe that it is in the common interest of both contracting parties to stipulate that the labor contract to be signed following this decision be automatically renewed for the year 1950", the court's recommendation reads.

ASBESTOS DUST

The question of asbestos dust which has been debated at length, both during the long strike and at the meetings of the arbitration court, takes up a large portion of the court's report (10 out of 57 pages).

The union had demanded that the contract include an article, according to which the company would obligate itself to continue the work of eliminating dust, both inside and outside the asbestos crushers, as quickly as possible, by using the most modern methods known.

The court's report on this point includes first a long analysis of the ^ytestimon~~ies~~ submitted by various medical men during the investigation. Basing itself on these depositions, the court attempts to define the nature of asbestosis and its relation to tuberculosis and silicosis. Then, it takes note of what the company has done to protect its workers against this disease or illness and finally recommends the following article:

"The company admits that asbestos dust is a harmful. It declares that is prepared to continue the work already begun to eliminate dust

inside and outside the plants, to the extent that such elimination is possible and practical. It will accept any suggestions the union might submit in this respect. However, it reserves the right to decide, at its own discretion, what would be the best means to achieve this result, how much it can spend on this and the place where this money shall be invested.

"The present clause should in no way be interpreted as a contractual obligation of the company, but solely as an affirmation of its arrangements (or: intentions) regarding the problem of eliminating asbestos dust."

This is the way the court described asbestosis, on the basis of the testimony^y submitted: "a fibrous reaction of the lungs, caused by the inhalation of asbestos dust".

"To contract asbestosis, one must live amidst a dust concentration containing 5 million particles of fibers of asbestos per cubic foot. The period of exposure varies. Dr. Sirpis claims that this period may be seven years, although Dr. Cartier believes that this concentration of dust must be inhaled for fourteen years to produce the ailment."

"The asbestos fibers which enter the lungs cause an irritation which produces, as defense phenomenon, a multiplication of the cells. This cell multiplication decreases alveolar space and hinders the passage of oxygen through the cell-wall to the artery's blood. This fibrosis covers the asbestos dust and destroys its noxiousness. Asbestosis is not a progressive disease because the irritation caused stops at the moment the asbestos fiber is covered by the phenomenon of fibrosis. Evidence shows that asbestosis, at a very advanced stage, decreases to a certain extent

the respiratory capacity of the lungs and the resistance to various diseases".

"Asbestosis is far from being as serious as tuberculosis and silicosis. It is entirely different in its development and in its effects. Asbestosis is not progressive. If, at the first visible signs of asbestosis, the worker affected changes his job and takes up work in a location where the concentration of asbestos fibers is smaller, the disease will immediately stop its evolution. The tissue will heal and the worker in question will not suffer any diminution of capacity or be afflicted with any pathological symptoms."

The report went on to state that there can be no silicosis in the asbestos mines for the simple reason that silica, in the free state, has been proven to be non-existent in such milieu. Furthermore, according to the testimony submitted by Dr. Cartier, 40 to 75% of patients afflicted with silicosis die of tuberculosis, whereas there is no relation whatsoever between asbestosis and tuberculosis.

The report then proceeded to review what the companies of Thetford had already done to check asbestosis. It recalled the establishment of the industrial clinic; the pre-employment examination given to new employees; the yearly medical check-ups; the control tests which are being made as often as necessary of those individuals who might show a pulmonary anomaly.

In addition to this clinic, the Asbestos Corporation had drawn up a program for the elimination of dust. The company had initiated work on this program and stated that it intended to continue it.

SOCIAL SECURITY

The union had first demanded that the company turn over to it

a sum equivalent to 3% of the total salary paid to the workers, in order that it might constitute a social security fund for the employees. Later, the union dropped this demand and replaced it by a clause obliging both parties to establish a committee to study the possibility of drawing up a social security program. The court recommended the formation of such a committee, to be composed of the representatives of both parties, but the employer's arbitrator dissented, declaring that such a committee would lead to new difficulties rather than establish better relations between the employees and the company.

SALARIES

The union had demanded a general 15 cent pay increase for all its workers. After having heard the testimony submitted by various economists and especially that of Mr. Maurice Lamontagne, who had testified for the union, the chairman (or: the president) of the court and the employer's arbitrator reached the conclusion that a 10 cents an hour increase would be justified and reasonable.

MINORITY REPORT

Here are the principal statements made by the union arbitrator regarding the majority report:

"To deprive the Catholic unions of the compulsory union deduction (Rand formula)", Mr. Lespérance said, "the report advances the argument of the confessional character the unions have adopted in order to conform to the wishes of the Church.

"The report subordinates the protection of the workers' health and life to the protection of the stockholders' dividends and capital.

"It permits the worker's individual consent to double his hours

of occasional work as attendant to prevail over the principle of the limitation of working hours by collective agreement.

"That is not all. The report does not repudiate the workers' monetary demands, but considers them excessive only with regard to the employer's figure of net profits for the preceding year, without taking into account the 13% price increase effected by the employer at the beginning of the year, while at the same time rejecting a proportional increase in salaries.

"And finally, to put the finishing touches and add the last straw to this injustice by an unlawful measure which violates the principles of both natural justice and positive law, the report claims the right to decide the conditions of work not only for the current year, but also for the coming one.

"Such is the judgement pronounced, despite the agreement of the parties to submit to arbitration 'the terms of a contract for 1949', despite the law, which forbids any collective agreement for more than one year, and despite the principle according to which a court is empowered to render a decision only on those questions with which it is seized and only on those points which were debated."

* - * - *

RAW MATERIAL SPECIFICATION

For ASBESTOS FLOATS Number 101-A
Superseding specification issued on 12/18/40 1 sheets Page 1

PROPERTIES:1. APPEARANCE:SPECIFICATIONS:

Whitish Gray,
Fibrous, Flocculent,
Free Flowing.

TEST METHODS:

Visual

2. MOISTURE: % by Wt.

1.0 Max.

Drying for 1 Hr.
@ 110°C.

3. PARTICLE SIZE:

SDP #114-43-3

% Retained on 10 Mesh:

0.0 Max.

% Retained on 20 Mesh:

0.5 Max.

% Through 80 Mesh:

17.0 Max.

4. GRIT - % BY WEIGHT:

1.0

SDP #114-84

5. WATER OF CRYSTALLIZATION: 15.0
% By Weight

Heating small
sample @ 1000°C.
for 3 hrs.

Jim Green

7-7-87

A couple of pages I changed
upon that you should keep
in your Monsanto
(Springfield, Mass) gen'l
discov file
make Tek

ISSUED JAN 18 1950
STANDARDS DEPARTMENT
By E. Brown
Ch

00009