

The Back to Work Settlements between the Asbestos Workers and the Various Companies

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Essentially, there were two main separate settlements to end the Asbestos strike. A first group of workers representing about half of those on strike, mainly workers from Thetford-Mines — those of the Quebec Asbestos Corporation, Johnson Mines Limited and the Flintkote Mines — accepted the terms of the companies at a union meeting on June 23, 1949. The second group, representing the workers of the Johns-Manville Corporation, from Asbestos, settled on July 1, 1949, following the mediation of Archbishop Maurice Roy of Quebec City. At the time when the workers settled with the companies, the asbestos strike was reported to have been the longest strike in Quebec history.

Settlement with Quebec Asbestos Corporation, Johnson Mines Limited and Flintkote Mines:

The settlement provided that the dispute would be submitted to a board of arbitration should negotiations between the union and the companies fail in the next ten days. Essentially, the union accepted to abide by the Provincial Labor Relations Act.

Further, the agreement provided for the following four points:

1. The strikers would return to work on Monday, June 27, 1949.
2. The companies agreed to recommend to the Quebec's Labour Board the recertification of the union. Thus, the union would be legally recognised as the legitimate (legal) bargaining partner with the companies.
3. Strikers sentenced by the courts on charges brought against them for violence committed during the strike would not be rehired unless the companies consented. It seemed clear at the time that the companies did not intend to rehire workers condemned for the attack on mine superintendent, Lionel Piuze, and those involved in the attempted dynamiting of the residences of Andrew Johnson and A. Penhale, both mine presidents.

4. If negotiations failed, and the companies and the union could not come to an agreement on the chairman for the arbitration board, then the parties would accept the nomination of Judge Thomas Tremblay.

An underlying element of understanding between the parties of this group of companies was that there would be a wage increase of at least 10¢ an hour as this had already been agreed upon by the companies, and in fact had been implemented at the Johns-Manville Corporation's mine in Asbestos.

Settlement at the Johns-Manville Corporation mine in Asbestos:

The Company and the Union accepted an 11 points proposal. In interpreting these points, it should be kept in mind that there were some hundreds of union members that had already returned to work prior to this settlement and that the companies had also hired a few hundred outside workers (scabs). The company had promised all these employees that they would be protected and that they would keep their job in the event of the strike coming to an end.

1. When the strike would be ended, the Minister of Labor would recommend to the Labor Relations Board that the Federation of Employees of the Mining Industry be recognized as the bargaining agent for the workers, essentially to be recertified. The company would not make any objections.
2. When the strike would end, the personnel would be increased from the numbers employed on February 12, 1949. The workers would be put back to work as rapidly as possible, in step with the needs of production, and following seniority. The chairman of the arbitration board would supervise the process of return to work.
3. The acceptance by the company to put workers back to work is not to be interpreted as condoning or prejudicing any actions for which persons shall be judged criminally liable.
4. In the process of putting the workers back to work, the union and the company agreed not to exercise discrimination on account of the strike. Presumably, this applied to the union in connection to union members that had gone back to work and to the scabs that had been hired by the company. It also applied to the company in so far as criminal charges were pending against 100 union members. When this clause is read alongside the third clause, it means that all men are rehired but that the company reserved the right to fire those employees found guilty of charges before the Courts.

5. As the men returned to work, the company would undertake to reemploy at the mine, mill and factory, as many of the workers as possible, keeping in mind efficient working conditions, until normal stocks of asbestos would be restored.
6. Furthermore, the company would attempt to increase underground operations by around 100 employees.
7. Direct negotiations would begin immediately. Should these fail, both parties agreed that Judge Thomas Tremblay would act as chairman of the arbitration board.
8. When the new agreement would be signed, the Minister of Labor will attempt to bring about an amicable settlement of the civil actions brought by both sides before the courts. Note that this addresses only civil actions and does not apply to criminal charges.
9. Industrial security would be a subject of discussion with the Minister of Labor.
10. The Union recognized the rights of ownership and management of the company. It agreed to incorporate into the contract a management's clause. This had always been an important point with the Johns-Manville Company. This aspect of the strike has been extensively studied by historian Jacques Rouillard in his article in *Labour* (Fall 2000).
11. Upon their return to work, the workers will be paid at the current rate. This rate was 10¢ an hour more than when the strike was declared.