

EMPLOYEES'
REPRESENTATION
IN
STEEL WORKS

SELEKMAN

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INDUSTRIAL RELATIONS SERIES

EMPLOYEES'
REPRESENTATION
IN STEEL WORKS

A STUDY OF
THE INDUSTRIAL REPRESENTATION PLAN
OF THE MINNEQUA STEEL WORKS OF THE
COLORADO FUEL AND IRON COMPANY

BY

BEN M. SELEKMAN
DEPARTMENT OF INDUSTRIAL STUDIES
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FOREWORD
TO INDUSTRIAL RELATIONS SERIES

BY MARY VAN KLEECK

Director of Industrial Studies, Russell Sage Foundation

“WAGE-EARNERS’ participation in management” is the general title under which the Department of Industrial Studies of the Russell Sage Foundation is carrying forward a series of investigations of new experiments in the organization of relations between employers and employes in industrial enterprises in the United States.¹

The series was planned in 1919 after interviews with a number of persons, including engineers, social workers, investigators, government officials, employers, and representatives of labor, whose advice had been sought as to how the Foundation could most effectively contribute toward the improvement of human relations in industry. The consensus of opinion seemed to be that there was great need to record the experience of those industries in which definite effort had been made to give wage-earners a voice in matters affecting their employment. These efforts had taken forms varying from conferences between employers and employes on wages, hours, and other conditions of employment to genuine participation by the workers in management.

These experiments include many kinds of organiza-

¹ The studies thus far made by the Foundation, or in progress, include the Industrial Representation Plan of the Colorado Fuel and Iron Company in its coal mines and in its steel works, the Partnership Plan of the Dutchess Bleachery, the Works Council of Rock Island Arsenal, and the employment policies of William Filene’s Sons in their store in Boston.

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tion under many different names, but roughly they may be grouped into two major types; (1) those which are limited to a single company or to one plant, as are practically all of the forms known as employes' representation plans; and (2) those which may include an entire industry, with machinery for joint negotiation between groups of employers on the one hand and trade unions of employes on the other, such as are found in the women's garment trades and the mining industry.

Neither the typical plan for employes' representation, nor the usual trade union can be characterized as aiming primarily to provide opportunity for wage-earners to participate in management. Nevertheless the object of our interest in all these experiments is the status they give to wage-earners as measured by the workers' opportunity to share in decisions affecting industrial relations. We are not primarily concerned with the conditions established, the rates of wages paid or the hours worked except as these are the result of a larger influence on the part of employes. Our chief concern is to find out by what procedure conditions have been established and, particularly, how effective the voice of the workers has been in the process of determining them. Beyond this lies the important question of how an industrial enterprise can be conducted so that the relations between employers and employes shall square with American ideals of democracy and brotherhood. Co-operation is sometimes a vague word to conjure with, but in its accurate meaning of "working together" it represents not only an ideal but a practical necessity in carrying on the specialized and complicated economic processes of modern industrial society. It is to give the more substantial content of actual experience to our aspirations

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for more satisfactory relationships in industry that studies of typical experiments are needed.

As to the desirability of better co-operation in industry, no important difference of opinion can be found. As to the best methods of bringing it about, however, opinions are many and at times bitterly at variance. A very effective way of stimulating better co-operation between workers and managerial officials in any industry or in any single establishment is to show them how it is being achieved elsewhere. One of the best means of correcting the prejudices of uninformed public opinion, which often increases antagonism between employers and employes, is to focus attention, not upon a particular conflict which may at the moment be distracting men's minds, but upon the practical steps that are being taken to establish the relations of labor and management regularly and permanently on a democratic, just and sound basis, with proper regard also for the interests of the consumer. We are not interested merely in a record of success. An experience which reveals mistakes and difficulties and points the way toward more effective next steps is also a genuine contribution to progress.

To accomplish practical results a study of such experimental steps in human relations must interpret with equal accuracy the attitude of mind of the workers—their aims, their motives and their standards—and the problems and difficulties of management. A true record of actual procedure and its results should make it possible for those who are now responsible for policies in industry to learn from one another's experience. To contribute to that kind of exchange of experience is the aim of the Foundation in these studies of industrial relations.

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CHAPTER I—INTRODUCTION OF EMPLOYEES' REPRESENTATION

The method of introducing the Industrial Representation Plan in the Minnequa Steel Works is told in this chapter. The Minnequa Steel Works, a typical steel mill, is operated by the Colorado Fuel and Iron Company, in Pueblo, Colorado. It manufactures 2 per cent of the total steel output of the country, and normally employs 6,500 men. The Industrial Representation Plan was introduced in this steel works three months after a similar plan had been put into operation in the coal mines of the company. But conditions preceding the introduction of the plans were entirely different. In the mines the plan was introduced after the coal strike of 1913 and 1914. In the Minnequa Steel Works conditions were peaceful. Moreover, the workers had made no demand for any machinery which would permit them to present their grievances to the management.

Two meetings were called by President Welborn to discuss the contemplated plan. These meetings were attended by elected representatives of the wage-earners and by management officials appointed by the president of the company. The objectives of the company were outlined in detail in the first meeting by President Welborn, and are quoted in this chapter. In brief, Mr. Welborn stated that employees were partners in the development of a business, and that, therefore, their interests and those of the stockholders and managing officials were "mutual." He made it clear that the plan, which was being introduced, should not be regarded as a criticism of the past methods of superintendents and other company officials in their dealings with employees. Its purpose was "a more effective co-operation" than had hitherto existed. After the employees' representatives and company officials had approved of the plan, as submitted by the management in the second joint meeting, ballot boxes were taken through the works and a secret vote was polled. Seventy-two and nine-tenths per cent of the votes cast were in favor of the plan. The plan went into effect May 6, 1916.

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CHAPTER II—STEEL MAKING AND HUMAN RELATIONS

This chapter describes the salient features of the steel industry, so that a proper background may be furnished from which to evaluate the Industrial Representation Plan. The steel industry is operated by gigantic machine processes and wage-earners hold a secondary place. Large amounts of capital are needed to finance the business and only big corporations prevail in it. During the twenty-year period, 1899 to 1919, the total capital invested in the steel works grew to more than five times the original amount, while the number of wage-earners employed little more than doubled.

Many of the basic processes in the industry must be continuous, because the metal must be highly heated or molten while making steel. This necessity for continuous operation gave rise to the twelve-hour day and the seven-day week. Although the steel industry is in the hands of a few big corporations and although the largest of these, the United States Steel Corporation, by virtue of its size, determines wages, prices, and other important standards of the industry, the workers have no means of participating in determining questions affecting their employment and the conditions under which they work. Labor unions have been unsuccessful in their efforts to organize this huge industry.

It was especially significant, therefore, that the Colorado Fuel and Iron Company initiated a plan of employees' representation in so mechanical an industry.

CHAPTER III—THE INDUSTRIAL REPRESENTATION PLAN

The essential features of the plan are outlined in this chapter. The steel works is divided into eleven divisions. Each division is entitled to at least two representatives. The method of nomination and election is described. The duty of a representative is to act on behalf of his fellow-employees "with respect to matters pertaining to their employment, working and living conditions, adjustment of differences and such other matters of mutual concern and interest as relations within the industry may determine."

Joint conferences of all the employees' representatives and of an equal number of management officials are held once every four months. The purpose of these conferences is to receive the reports of joint committees, discuss freely such matters of "mutual interest" as the promotion of increased efficiency and production, improvement of working and

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living conditions, enforcement of discipline, and the furtherance of friendly and cordial relations between the officials and employes of the company.

Four joint committees are elected at the first conference. Each committee consists of 12 members, 6 of whom are elected by the employes' representatives, and 6 appointed by the president of the company. These committees consider questions relating to: (1) Industrial Co-operation and Conciliation; (2) Safety and Accidents; (3) Sanitation, Health and Housing; (4) Recreation and Education.

The functions of the president's industrial representative are described. An account is given of the procedure provided for the adjustment and arbitration of grievances. The provisions of the trade agreement with regard to working conditions are examined. Under this agreement the company guarantees that the hours of work of its employes "shall not at any time be less favorable . . . than the hours of labor in similar operations conducted by the company's competitors." The same principle governs the determination of wage rates. The company undertakes to maintain "a similarity of rates" with competing companies. If competitors change rates, the management of the Colorado Fuel and Iron Company is to call a joint conference of the employes' representatives and officers of the company to make the necessary adjustment in the scale in the Minnequa Steel Works. The implications of this provision to follow competitors' rates in an industry in which the workers have no national organization are analyzed. The scope of the representation accorded to the employes under the plan is also examined.

CHAPTER IV—INTRODUCTION OF THE EIGHT-HOUR DAY

The history of the movement for the shorter work-day in the steel industry, and especially in the United States Steel Corporation, is briefly traced in this chapter. The events leading to the abolition of the twelve-hour day in 1923 are narrated. The Colorado Fuel and Iron Company was a pioneer in abolishing the long shift, preceding the United States Steel Corporation by five years. The actual eight-hour day was introduced in the Minnequa Steel Works in November, 1918, at a time when the United States Steel Corporation introduced the basic eight-hour day, which meant that the men employed by the latter corporation con-

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tinued to work twelve hours, but were paid time and a half for all time worked over eight hours.

The procedure which the management followed under the Industrial Representation Plan in introducing the eight-hour day is described. Under the memorandum of agreement, which was adopted with the plan, the company agrees that the hours of work of its employes shall not be less favorable than those worked by the employes of its competitors. Hence, when the United States Steel Corporation established the basic eight-hour day in the winter of 1918, the management of the Colorado Fuel and Iron Company, after due investigation, called separate meetings of the employes' representatives of each of the various divisions and offered to introduce the basic eight-hour day in the Minnequa Steel Works.

After the management had proposed the basic eight-hour day to several departments, the representatives from the mechanical department were called in. These men proposed the alternative of an actual eight-hour day. After some discussion, the management agreed to put the mechanics on an actual eight-hour day. When the employes from other departments heard this they immediately asked for the actual instead of the basic eight-hour day. After meeting again with the employes' representatives, the management agreed to introduce the actual eight-hour day throughout the Minnequa Steel Works. This was the first time that the actual eight-hour day was put into effect in all departments of a steel works. A number of factors were responsible for the introduction of the eight-hour day in the Minnequa Steel Works, but the machinery provided in the Industrial Representation Plan enabled the employes to take the initiative in securing it. Since the adoption of the eight-hour shift in the Minnequa Steel Works, representatives of the workers as well as company officials have spoken enthusiastically about the success of the shorter day.

CHAPTER V—DETERMINATION OF WAGES

This chapter analyzes in detail the methods followed by the company in establishing wage rates, as well as in making specific wage adjustments. As previously stated, the company agreed to maintain a similarity of rates with those paid by its competitors. The United States Steel Corporation being the dominant producer of the industry, deter-

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mines what the basic rates should be. Consequently, when officials of the Colorado Fuel and Iron Company heard in the press or elsewhere that the Steel Corporation had made an increase in wages, they would write to ascertain exactly what the increase was, call a meeting of the representatives and submit to them a revised wage schedule for the Minnequa Steel Works. In practice this schedule was usually approved by the representatives.

A different procedure was followed for the first time in February, 1920. A joint committee consisting of three employes' representatives and the general manager of the company was appointed to make a personal investigation in eastern plants, so as to compare wage rates paid there with those obtaining in the Minnequa Steel Works. This committee made the investigation and found in general that the rates paid in the Minnequa Steel Works were similar to those paid by competitive companies.

After returning to Pueblo, the committee revised the wage rates wherever it was necessary to do so in order to make them conform with competitors' rates. This was the first time since the establishment of the plan that a joint committee had been appointed to study and revise wages.

The procedure which the company followed in decreasing wages in 1921 is also told. A number of specific wage grievances within the plant and the method of their adjustment are described.

In general the employes felt that the usual procedure followed by the company in revising wage rates did not afford them any real participation. They pointed out that only once since the inauguration of the plan did they effectively participate in determining wage rates, and that was when the joint committee of employes and management was appointed in February, 1920, to investigate and revise wage rates. Ordinarily the steel workers and their representatives do not know the actual rates paid by competing companies, nor are they certain that the jobs, though having the same name in the Minnequa plant as in competing companies, entail the same quantity and quality of work.

At the end of the chapter a contrast is drawn between the method followed in the bituminous coal industry and in the steel industry in determining rates of pay for the industry as a whole. In the coal industry operators of the Central Competitive Coal Field and the representatives of the

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United Mine Workers meet periodically to agree on changes in rates of pay as well as other conditions of work. These changes are followed by the Colorado Fuel and Iron Company in determining rates to be paid to its miners. In the steel industry, on the other hand, the United States Steel Corporation determines what the rates of pay in the industry should be without consulting any of its employes or any national union of wage-earners. Hence, the workers in the industry as a whole do not in any way share in the determination of wages. Consequently, the steel workers employed by the Colorado Fuel and Iron Company have no assurance that an adequate wage will be paid them when the management follows competitive standards.

CHAPTER VI—ADJUSTMENT OF GRIEVANCES

One of the purposes of the plan was to afford the workers a satisfactory procedure for adjusting their grievances. This chapter analyzes in detail the types of grievances and the method by which they have been adjusted.

Under "suspensions and discharges" it is shown that in the early days of the plan the management was reluctant to have the workers review discharges and suspensions made by foremen and other management officials. The workers, however, insisted on their right to make such reviews and by 1919 not only was the right clearly recognized, but the company agreed that any employe, when reinstated, would be paid for any time lost.

The minutes of the president's industrial representative, as well as those of joint committees, are quoted to illustrate the adjustment of grievances relating to seniority. The workers have been discontented with the failure of the company to follow the principle of seniority, that is, to promote the employe oldest in service, provided that the employe is able to hold the job. The company has not centralized employment, promotion and discharge in a personnel department, and this is responsible for a suspicion on the part of many workmen that the foremen and other officials are not always free from favoritism when making promotions.

A controversy between the employes' representatives and the management with regard to the rules for paying for overtime work is analyzed. The workers are dissatisfied with the forty-five-year age limit which is part of a pension plan of the company.

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CHAPTER VII—INITIATIVE OF THE WORKERS

One of the objectives of the investigation was to learn to what extent the employes displayed initiative in using the machinery provided by the plan, and to what extent the management consulted the workers before making changes which involved their interests as employes of the company.

The management has not adopted an invariable practice of consulting the representatives before making important changes in working conditions. Thus in January, 1921, the management changed the beginning of the day shift from 8 o'clock to 7 o'clock without consulting all the employes' representatives. The employes protested and the time of starting the shift was changed to 8 o'clock. Nevertheless, the employes' representatives were critical of the company because they were not consulted in the first place before any change was made.

The procedure followed in the appointment of safety committees varies in the different departments. Certain improvements which ought to be made both in the work of the safety committees and in the safety equipment of the steel works are pointed out.

This chapter describes how the employes' representatives improved the medical service of the steel works through the Joint Committee on Industrial Co-operation and Conciliation, both in the dispensary provided in the steel works and in the Minnequa hospital maintained in Pueblo by the company for its employes. The efforts of the employes' representatives to have prices reduced in the company store maintained by the company are also told.

At the end of the chapter the attitude of representative steel workers as well as company officials toward the plan in general is summarized. Two tables are given to show the number and types of questions brought up under the plan. The investigators conclude that at the time of their study the steel workers had not yet gained sufficient confidence in the Industrial Representation Plan to bring their grievances freely to the various channels established under it. In general the steel workers stated that the foremen and superintendents were opposed to the plan because these officials felt that the employes' representatives took their power away from them. We interviewed steel workers in 1919 and 1920. In the latter year the employes' representatives thought that the management had become much more co-

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operative in administering the plan, and that this change of attitude was due to the national strike of steel workers in 1919, in which the Minnequa steel workers participated. Company officials, on the other hand, thought that since the strike the employees' representatives had become more co-operative.

CHAPTER VIII—STRIKE OF THE MINNEQUA STEEL WORKS

The strike of the Minnequa steel workers which began in September 22, 1919, was part of the national steel strike organized by the interested unions affiliated with the American Federation of Labor. The organizing work in the Minnequa Steel Works was done almost entirely by employes of the company, and many of the active organizers were employes' representatives under the Industrial Representation Plan. The company did not oppose attempts to organize its employes, thinking that the men were satisfied with the conditions obtaining in the Minnequa plant under the Industrial Representation Plan, and that, therefore, they would not join in a national strike. In September 22, 1919, when the national steel strike took effect, however, all but a few hundred of the 6,500 employes walked out. The reasons for this response to the strike are analyzed in this chapter. It was due in part to the large number of unadjusted grievances which many of the men had, partly to the feeling on the part of many employes' representatives that under the plan they had no real power to compel the management to grant conditions which in the opinion of the workers they ought to have, partly to the fact that in 1918 the company had signed an agreement with its railway employes, and partly to the fact that the Minnequa steel workers wished to participate in the national effort to secure representation for wage-earners in determining what nation-wide standards of pay and other conditions of work should be. The history of the strike and the statements issued both by the strike committee in Pueblo and the management are given.

The committee offered to end the strike in Pueblo if the management would agree to recognize the unions, and to negotiate with them concerning all demands made after the national strike was ended. The management, on the other hand, stated that it would continue to operate under the Industrial Representation Plan, and would not substitute a

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union agreement for this plan. The company closed down the steel works when the strike began. On November 9, a little over six weeks after the steel strike had taken place, the company began to engage workers. The strike was called off on January 5, 1920. The general absence of violence in this strike is noted.

Although the strike was lost, the men felt that the management displayed a much more co-operative attitude in adjudging grievances after than before the strike. The strike, moreover, has further significance in that it shows that national forces and movements in the steel industry affect not only wages, hours of work and prices, but also the attitude and behavior of the workers.

CHAPTER IX—TRADE AGREEMENT WITH THE RAILWAY EMPLOYEES

In addition to maintaining the Industrial Representation Plan at the Minnequa Steel Works and at its coal mines, the Colorado Fuel and Iron Company has also operated its transportation properties since December 12, 1918, under a trade agreement which covers working relationships between the company and its railroad employees. This agreement was negotiated by the vice-presidents respectively of the Brotherhood of Locomotive Firemen and Enginemen, and the Brotherhood of Railroad Trainmen. Specifically, this agreement is with the Colorado and Wyoming Railway Company. This company is, however, owned by the Colorado Fuel and Iron Company, and is its transportation branch. The negotiation of the agreement and the short strike which took place before it was signed are described.

This agreement marks a departure in the labor policy of the Colorado Fuel and Iron Company in that it is the first time the management has ever agreed to negotiate a trade agreement with union officials.

CHAPTER X—ACCOMPLISHMENTS AND LIMITATIONS OF EMPLOYEES' REPRESENTATION

This chapter is a summary of the experience of the employees and the company with employees' representation in the Minnequa Steel Works. It is shown that under the written plan the workers were granted a small degree of representation in determining wages and conditions of work.

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But even this representation was an important step in advance in an industry which declined to admit that the workers should have any voice in settling questions which affect them so directly and vitally. Moreover, the workers displayed initiative and succeeded in securing for themselves an effective voice in determining some of the conditions under which they had to work. Thus, due to the machinery provided in the plan, the actual instead of the basic eight-hour day was secured in 1918; joint committees have been appointed to study and revise wages; the workers have also attained greater security in their jobs, because under the plan they have been afforded an opportunity to review suspensions and discharges made by foremen and superintendents.

On the other hand, employes criticized foremen and superintendents for not showing a more co-operative attitude in adjusting grievances. They also complained that the management did not apply the principle of seniority and did not invariably consult the employes' representatives when considering important changes which affect the workers.

The chief criticism of the Industrial Representation Plan expressed by the Minnequa steel workers is that under it they have no representation in determining what the wage standards for the industry as a whole should be. The practice of the Colorado Fuel and Iron Company in accepting competitive standards as a basis upon which rates are to be established in the Minnequa Steel Works does not assure them that an adequate wage will always be paid. The United States Steel Corporation, by virtue of the fact that it is the largest producer of steel and commands a national market, is the competitor which establishes basic wage standards in the industry. If the Steel Corporation establishes basic standards and if the Colorado Fuel and Iron Company is obliged to adopt these standards in order to compete for orders, the jurisdiction of committees of employes provided by the Industrial Representation Plan cannot extend to basic wage standards. Moreover, no representatives of the steel workers have any voice in the establishment of these basic wage standards since the United States Steel Corporation has no method of consulting the workers when determining wage rates.

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The last paragraph in this chapter reads:

At present, then, the scope of the Industrial Representation Plan is seriously limited. It is true that in an industry so devoid of any tradition concerning representation of the workers as the steel industry is, the Industrial Representation Plan marks a distinct step in advance toward recognizing the workers' aspirations; for under the plan the men of the Minnequa Steel Works secured such important gains as the actual eight-hour day, an opportunity to participate in revising wage scales, a method of presenting and discussing grievances, and a greater degree of security in their jobs through enjoying the right to appeal to higher officials against the decisions of foremen and superintendents. When one looks at these accomplishments and then considers the methods of the United States Steel Corporation, one must conclude that at least in one small segment of the industry the wage-earners have been afforded an opportunity to have a voice in determining conditions under which they must work. Nevertheless, until the men throughout the industry as a whole secure adequate and effective representation in determining wage standards, those employed in any one plant, such as the Minnequa Steel Works, are bound to be dissatisfied. Every week the Minnequa workers are reminded by their pay envelopes that the scope of their representation does not give them an effective share in determining their own earnings and none whatever in determining those of their fellow-workers in the steel industry at large.

INTRODUCTION

PURPOSE AND METHODS OF THE INVESTIGATION

HOW a company, which operates more than twenty bituminous coal mines, a large steel works, and a railroad in Colorado, undertook to organize its relations with its workers by instituting a plan of "employes' representation" is the subject of two studies, one on coal mines and one on steel works, which are simultaneously published.

It was during the prolonged strike of coal miners in Colorado in 1913 that W. L. Mackenzie King, former Minister of Labor, and subsequently Premier, of Canada, was asked by John D. Rockefeller, Jr., who was the largest stockholder in the largest company involved in the strike, the Colorado Fuel and Iron Company, to suggest a plan which would prevent the recurrence of such a catastrophe. Both men believed that the lack of personal relationships between directing management and employes, which is characteristic of modern industrial organization, was the true point of origin of the bitter conflict of the coal strike in Colorado. To restore the personal relationships that existed in the days of small-scale crafts in a company which employs 5,000 men in its mines and 7,000 in its steel works in Colorado alone, and operates lime quarries and iron mines in another state and a railway carrying both freight and passengers, was obviously impossible. The

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“principle of representation” was the essence of the plan suggested. The idea was to apply in industry the mechanism of republican government in political life. Relationships between management and men were to be restored through representatives chosen by officials and employes. The plan of organization embodying this principle was called the Industrial Representation Plan. It was established in the coal mines of the Colorado Fuel and Iron Company in October, 1915, and in the Minnequa Steel Works in 1916.

This was the first prominent experiment in establishing such a plan of representation for employes, and a forerunner of the shop committees, or works councils, which multiplied rapidly in a variety of industries during and after the war. Several of these later schemes were modeled on the plan of the Colorado Fuel and Iron Company.

Because of its influence on the growth of what is called employes' representation, and because the operation of the experiment could be examined in two basic industries—coal and steel—the Industrial Representation Plan of the Colorado Fuel and Iron Company was chosen as one of the series of inquiries which are described in the Foreword.

The decision to study the aims and workings of the representation plan of the Colorado Fuel and Iron Company was made in the autumn of 1919, after a brief survey of shop committees in eleven industrial establishments in or near New York. Ben M. Selekman, who for three years had been a member of the staff of the Department of Industrial Studies of the Russell Sage Foundation, made this preliminary survey and after its completion he was sent to Colorado. The plan of work

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outlined in advance was to interview both employes and company officials, to familiarize himself with working conditions, to examine the procedure in carrying out the representation plan, and to consult all the available documents on the subject, including minutes of meetings, correspondence and reports.

On his first trip Mr. Selekman stayed five months in Colorado, from November, 1919, to April, 1920. When he reached there a strike had been in progress for several weeks in the steel industry and the coal miners were returning to work after a strike of somewhat over a week. Mr. Selekman spent the first weeks in Pueblo, interviewing steel workers. He attended hearings of the State Industrial Commission, which was investigating a phase of the strike in the coal mines, and thus heard the testimony of employes and officials of the Colorado Fuel and Iron Company concerning the alleged discharges of miners for activities in the union. In the coal camps, as in the steel works, he interviewed workers, the representatives elected in accordance with the representation plan, foremen, superintendents, and higher officials of the company, the state officials who enforce the mining and labor laws, and disinterested citizens having knowledge of labor conditions. A large amount of documentary material was placed at our disposal by the company, including minutes and reports of activities and procedure in connection with the representation plan. The proceedings of official investigating commissions were examined. Mr. Selekman visited each mining community at least once, and some of them as many as six times, thoroughly inspected typical mines, talked with miners in their work-places, and several times accompanied the

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state mine inspector on his rounds.¹ In accordance with the usual practice of the Department, typewritten records of his interviews and all documentary material were forwarded daily to the director of the Department in New York.

When information received in interviews could not be verified in minutes or written reports, its accuracy was checked by securing statements regarding the same incident from men in different positions in the company. For instance, when miners told us of grievances which had not been brought up through the representation plan and hence were not described in the records, we questioned foremen and superintendents about the conditions which might have given rise to the men's grievances. We did not disclose the names of miners whom we had interviewed. In these ways, and by later submitting the manuscript to representatives of both management and mine workers, we gave ample opportunity to company officials and miners to explain their points of view.

The information and material regarding the coal mines were embodied in a preliminary report, of which copies were submitted in December, 1920, to John D. Rockefeller, Jr., J. F. Welborn, president of the Colorado Fuel and Iron Company, and William Green, secretary-treasurer of the United Mine Workers of America. These were all urged to give us their criticisms. We explained that it was our regular practice to submit an early draft of a report to those most vitally concerned in the subject of our inquiry, in order to afford them an opportunity to examine and to criticize it before publication.

The secretary of the United Mine Workers gave as his

¹ In 1919, 24 mines were operated by the company in Colorado. One mine, Emerald, has been added since Mr. Selekman's first visit.

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opinion that, in spite of adverse criticism of some of the activities of the union in Colorado, the report was a fair and valuable statement of facts. The representatives of the company questioned the accuracy of some of the statements and disagreed as to the interpretation of many of them.

We welcomed opportunity to consider their criticisms in detail and to re-examine the evidence for every disputed statement. After correspondence with Mr. Welborn and consultation with Mr. Rockefeller's office in New York, it was finally agreed that the director of the Department of Industrial Studies, Mary Van Kleeck, should go to Colorado to discuss the manuscript with officers of the company and to get a direct impression of the views of the workers on the operation of the plan.

Following interviews with trade union officials and others outside the company in Pueblo and Denver, Miss Van Kleeck met the officers of the company in their Denver office early in February, 1921, and together they spent six consecutive days in reading and discussing the entire manuscript of the first report. In order that the points of difference might be kept clearly in mind the discussion was recorded in a memorandum prepared by Miss Van Kleeck and agreed to by the officers of the company. In all the stages of the investigation, the officers of the company were uniformly generous in affording us access to sources of information that we needed to reach through them.

Following the discussion of the preliminary report, Miss Van Kleeck visited the camps of 23 of the 25 coal mines of the company in Colorado, and conferred at length with 64 men employed in the coal mines, includ-

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ing the representatives elected for the year 1921 in every mine of the company then in operation in Colorado, except Crested Butte.¹ At least two company officials went with Miss Van Kleeck to all the camps, but no official was present at any of her conferences with employes. Miss Van Kleeck's main purpose was, first, to gain an understanding of the point of view of the officials, in order that the fairest possible consideration should be given to their objections, and, second, to re-examine every fact which they had challenged in the manuscript. Mr. Selekman also returned to Colorado in 1921 to check up again the evidence of his first interviews.

Following her visits to the mines, Miss Van Kleeck returned to Pueblo for an investigation of the representation plan in the Minnequa Steel Works. Here she interviewed between 40 and 50 workers, including a large majority of the representatives who had served in 1920.²

When her inquiries in Pueblo were completed, Miss Van Kleeck had a final conference with officials of the company in Denver, at which she stated her findings in detail. Mr. Selekman was present to explain the procedure which he had followed in his inquiry. A verbatim stenographic report was taken of this conference, and its 444 typewritten pages constitute an unusual record both of the findings of the study and of the views of the company on the facts presented. It was approved by the president and other officers of the company after a few minor corrections.

¹ Of the 25 mines, one, Crested Butte, is a long distance from the others; another, Engle, was closed when Miss Van Kleeck was in the neighborhood, but she talked with one of its employe representatives.

² The elections for 1921 were then in progress and in some departments not completed.

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After revision of the manuscript, to include the new material gathered by Miss Van Kleeck, the galley proof was submitted to President John L. Lewis and other officers of the United Mine Workers and to representatives of the union from Colorado, who approved it as a whole. It was also submitted to the officers of the company and to Mr. Rockefeller, and we regret that after giving full consideration to their objections many differences of opinion as to interpretation and conclusions still remain.

The details thus covered in conference and in new observation were so numerous that a summary of the results is difficult to formulate in a few words. Some of the differences in interpretation between us and officers of the company, on which agreement was not possible, will appear at various places in the following pages. Considerable new material was added, some of it relating to events subsequent to Mr. Selekman's first trip to Colorado. Much of the information secured from employes and supporting our first report continued to be unconvincing to officials. They suggested that if we would name employes who had made the statements recorded by us, either officers of the company or superintendents might be able to give facts from their point of view about these employes which would be a check on their accuracy. This we could not do, because we had assured them that their names would be held in strict confidence. In the important specific cases which were re-examined by Miss Van Kleeck, and in her interviews with miners, her findings confirmed the essential facts upon which Mr. Selekman's report was based.

The weight which we gave to the objections made by

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officials to some of our descriptions of miners' opinions and experiences can be better understood if we distinguish between the types of data secured in our talks with employes. Interviews with them had yielded two types of information, which were embodied in the report: (1) Statements of opinion by the miners which constituted evidence of their reactions toward the representation plan and their attitude toward the company; these may have reflected a limited understanding of the company or the plan, but they gave us insight into the minds of the workers; (2) statements of experience by the miners regarding the operation of the plan; these were subject to the usual processes of verification.

As to the second type of information, every effort was made to hear testimony from both sides and to sift the evidence in order to discover the truth without bias. As to the first type of statement—that which reflects the feelings of the employes—the objection of officials of the company is not conclusive, for a disinterested outsider who wins the confidence of a worker is, often, in a position to secure a franker expression of opinion than would be given to a company official. When, therefore, company officials doubted the accuracy of our interpretation of the psychology and of the point of view of the workers regarding the representation plan, it was necessary to let the matter stand as a difference of opinion. For instance, many grievances had been described by the men to Mr. Selekman which had never been taken up through the machinery of the plan, and the fact that no adjustment of these difficulties had been sought by employes, despite the provision for their representation, was analyzed in our report

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as a test of the plan. These were facts which, in the very nature of the case, had never been brought to the attention of the company, yet officials questioned their accuracy. Our confidence in their validity was based in part upon our knowledge of the repetition of statements on the subject made by one miner after another in all the camps.

Probably, full agreement by both workers and employers as to the conclusions presented in an investigation of this kind is impossible of achievement. Nevertheless, the tests to which the material here presented has been subjected have included a re-examination of every disputed fact. After all, differences of opinion are in themselves information for the seeker after truth in labor problems, and they form an essential part of the record of human relations in industry. In the chapters which follow, the reader's attention will be called to the points on which important differences have been expressed. Our aim has been to set forth events, conditions, statistics, purposes, methods, and opinions fully enough to enable readers to weigh the evidence and to draw their own conclusions.

APPENDICES

APPENDIX A

PLAN OF REPRESENTATION OF EMPLOYEES OF THE COLORADO FUEL AND IRON COMPANY IN THE COMPANY'S MINNEQUA STEEL WORKS

PART I

REPRESENTATION OF EMPLOYEES

1. DIVISIONS

For the purposes of this Plan, the Works shall be divided into eleven¹ divisions, as follows:

DIVISION	SUBDIVISION
First.....	Blast Furnace Department
Second.....	{ Open Hearth Department Bessemer Department
Third.....	Rail Mill
Fourth.....	{ 12-inch Mill 20-inch Mill Bolt Mill Spike Mill
Fifth.....	{ 40-inch Mill 14-inch Mill 10-inch Mill Rod Mill East Mill Boilers
Sixth.....	Wire Mill

¹ [The steel works was originally divided into nine divisions; the tenth and eleventh divisions were added in 1919. B. M. S.]

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DIVISION	SUBDIVISION
Seventh.....	{ Shops Department Casting Foundry Pipe Foundry Roll Shop Electric Shop Scale Shop Masons C. & W. Railway Shop and Car Men
Eighth.....	By-product Coke Plant
Ninth.....	{ Yard Stables Locomotive Cranes Storehouse C. & W. Railway Track Men General
Tenth.....	Lime and Calcite Quarries
Eleventh.....	C. & W. Transportation Men

2. ANNUAL ELECTION OF EMPLOYES' REPRESENTATIVES

Employees in each division of the Minnequa Works shall annually elect from among their number representatives to act on their behalf with respect to matters pertaining to their employment, working and living conditions, the adjustment of differences, and such other matters of mutual concern and interest as relations within the industry may determine.

3. TIME, PLACE, AND METHOD OF CALLING ANNUAL ELECTION OF REPRESENTATIVES, AND PERSONS ENTITLED TO PARTICIPATE

The annual election of representatives shall be held during the month of January, and the nomination of representatives shall be held at least two days preceding the election. The nomination and election shall be called by direction of the President of the Company. Notices of the nomination and election, indicating the number of representatives to be elected in each division, shall be publicly posted in each subdivision of the Works a week in advance, and shall state that employees being wage-earners in the employ of the Company at the time of the election and for at least three months immediately preceding, but not foremen or salaried employees,

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shall be entitled to vote.¹ Special elections shall be similarly called when removal, resignation, or other circumstance occasions a vacancy in representation.

4. BASIS AND TERM OF REPRESENTATION

Representation of employes in each division shall be on the basis of one representative to every one hundred and fifty wage-earners, but each division, whatever its number of employes, shall be entitled to at least two representatives. Unless the number of representatives to which a division is entitled is greater than the number of its subdivisions, no two representatives shall be nominated or elected from the same subdivision. Where the number of employes in any one division exceeds one hundred and fifty, or any multiple thereof, by seventy-five or more, an additional representative shall be elected. The persons elected shall act as the employes' representatives from the time of their election until the next annual meeting, unless in the interval other representatives may, as above provided, have been elected to take their places.

5. NOMINATION AND ELECTION OF REPRESENTATIVES

To facilitate the nomination and election of employes' representatives, and to insure freedom of choice, both nomination and election shall be by secret ballot, under conditions calculated to insure an impartial count. The Company shall provide ballot boxes and blank ballots, differing in form, for purposes of nomination and election. Each employe entitled to vote shall be given a nomination ballot on which he shall write the names of the fellow wage-earners in his division whom he desires to nominate as representatives, and deposit the nomination ballot in the ballot box. Each employe may nominate representatives to the number to which the division is entitled, and of which public notice has been given. Employes unable to write may ask any of their fellow employes to write for them on their ballots the names of the persons whom they desire to nominate; but in the event of any nomination paper containing more names than the number of representatives to which the division is entitled, the paper shall not be counted. The persons—to the number of twice as many representatives as the division is entitled to—receiv-

¹[In 1919 a plan of representation similar in principle to the one given in this appendix was put into effect for salaried employes. B.M.S.]

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ing the highest number of nomination votes shall be regarded as the duly nominated candidates for employees' representatives, and shall be voted upon as hereinafter provided. (For example: If a division is entitled to two representatives, the four persons receiving the largest number of nomination votes shall be regarded as the duly nominated candidates. If the division is entitled to three representatives, then the six persons receiving the largest number, etc., etc.)

6. COUNTING OF NOMINATION AND ELECTION BALLOTS

The nomination and election of representatives shall be under the general supervision of the President's Industrial Representative. In each division a time keeper appointed by the Company and a wage-earner designated by the employees' representatives of that division shall act as tellers for both nomination and election, and take charge of the ballot box containing the nomination votes, and, with the aid of the President's Industrial Representative, they shall make out the list of the duly nominated candidates, which shall be posted in each subdivision not later than the day preceding the election. On the date designated, the election of representatives shall be held by secret ballot, from among the number of candidates nominated, the same tellers having charge of the balloting, and the results of the election, signed by the tellers, shall be posted in each subdivision and forwarded to the President of the Company. If dissatisfied with the count in any division, as respects either the nomination or election, any twenty-five employes in such division who participated in the election, may, within twenty-four hours after the results of the voting have been posted, demand a recount, and for the purposes of the recount the President's Industrial Representative shall select as tellers three from the number of those demanding a recount, and himself assist in the counting, and these four shall act, in making the recount, in the place of the tellers previously chosen. There shall be no appeal from this recount, except to the President of the Company, and such appeal may be taken as hereinafter provided, at the request of any twenty-five employes who participated in the election.

7. APPEAL IN REGARD TO NOMINATION OR ELECTION

The tellers shall preserve, properly sealed, for a period of one week, both the nomination and election ballots. Should an appeal be made to the President within seven days in

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regard to the validity of the nomination or election in any division, upon a request in writing signed by twenty-five employes in such division who participated in the election, the tellers shall deliver the ballots to the President of the Company for recount. Should no such request be received within that time, the tellers shall destroy the ballots. If after considering the appeal, the President is of the opinion that the nomination or election has not been fairly conducted, he shall order a new election in the division concerned at a time to be designated by him.

8. GENERAL PROCEEDINGS AT MEETINGS

Meetings of employes in any division may be held at such times as will not interfere with operations, on the call of the representatives of such division, to consider and make recommendations concerning any matters pertaining to their employment, working or living conditions, or arising out of existing industrial relations, including such as they may desire to have their representatives discuss with the President and officers of the Company at the Joint Conferences of the Company's officers and employes, also any matters referred to them by the President, other officers of the Company, the Advisory Board on Social and Industrial Betterment, or by any of the several Joint Committees appointed at the preceding annual Joint Conferences of officials and employes of the Company. A record of the proceedings shall be made by the Secretary of the meeting and certified to by the Chairman, and copies delivered to each of the representatives of that division and mailed to the President of the Company, to be retained by them for purposes of future reference.

PART II

JOINT CONFERENCES AND JOINT COMMITTEES

1. TIME, PLACE AND PURPOSE OF JOINT CONFERENCES

Joint conferences shall be held at the call of the President, at places to be designated by him, not later than three weeks following the annual election of representatives, and at intervals of not more than four months thereafter, as the operating officers of the Company, or a majority of the representatives of the employes, may find desirable. The purpose of these

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joint conferences shall be to receive reports of Joint Committees, to discuss freely matters of mutual interest and concern to the Company and its employes, embracing a consideration of suggestions to promote increased efficiency and production, to improve working and living conditions, to enforce discipline, avoid friction, and to further friendly and cordial relations between the Company's officers and employes.

2. REPRESENTATION AT JOINT CONFERENCES

At the joint conferences the Company shall be represented by its President or his representative and such other officials as the President may designate. The employes shall be represented by their elected representatives. The Company's representatives shall not exceed in number the representatives of the employes. The Company shall provide at its own expense appropriate places of meeting for the conferences.

3. PROCEEDINGS OF JOINT CONFERENCES

The joint conferences shall be presided over by the President of the Company, or such executive officer as he may designate. Each conference shall select a Secretary who shall record its proceedings. The record of proceedings shall be certified to by the presiding officer.

4. JOINT COMMITTEES ON INDUSTRIAL RELATIONS

The first joint conference held in each year shall select the following joint committees on industrial relations, which joint committees shall be regarded as permanent committees to be entrusted with such duties as are herein set forth, or as may be assigned by the conferences. These joint committees shall be available for consultation at any time throughout the year with the Advisory Board on Social and Industrial Betterment, the President, the President's Executive Assistant, or any officer of the Operating Department of the Company.

(a) Joint Committee on Industrial Co-operation and Conciliation, to be composed of twelve members;

(b) Joint Committee on Safety and Accidents, to be composed of twelve members;

(c) Joint Committee on Sanitation, Health and Housing, to be composed of twelve members;

(d) Joint Committee on Recreation and Education, to be composed of twelve members.

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5. SELECTION AND COMPOSITION OF JOINT COMMITTEES

In selecting the members of the several joint committees on industrial relations, the employes' representatives shall, as respects each committee, designate one-half the number of members, and the President of the Company or his representative the other half.

6. DUTIES OF JOINT COMMITTEE ON INDUSTRIAL CO-OPERATION AND CONCILIATION

The Joint Committee on Industrial Co-operation and Conciliation may, of its own initiative, bring up for discussion at the Joint Conferences, or have referred to it for consideration and report to the President or other proper officer of the Company at any time throughout the year, any matter pertaining to the prevention and settlement of industrial disputes, terms and conditions of employment, maintenance of order and discipline, Company stores, etc., etc.

7. DUTIES OF JOINT COMMITTEE ON SAFETY AND ACCIDENTS

The Joint Committee on Safety and Accidents may, of its own initiative, bring up for discussion at the Joint Conferences, or have referred to it for consideration and report to the President or other proper officer of the Company at any time throughout the year, any matter pertaining to inspection, the prevention of accidents, the safeguarding of machinery and dangerous working places, the use of explosives, fire protection, first aid, etc., etc.

8. DUTIES OF JOINT COMMITTEE ON SANITATION, HEALTH AND HOUSING

The Joint Committee on Sanitation, Health and Housing may, of its own initiative, bring up for discussion at the Joint Conferences, or have referred to it for consideration and report to the President or other proper officer of the Company at any time throughout the year, any matter pertaining to health, hospitals, physicians, nurses, occupational diseases, tuberculosis, sanitation, water supply, sewage system, garbage disposal, street cleaning, wash and locker rooms, housing, homes, rents, gardens, fencing, etc., etc.

9. DUTIES OF JOINT COMMITTEE ON RECREATION AND EDUCATION

The Joint Committee on Recreation and Education may, of its own initiative, bring up for discussion at the Joint Con-

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ferences, or have referred to it for consideration and report to the President or other proper officer of the Company, at any time throughout the year, any matter pertaining to social centers, halls, playgrounds, entertainments, moving pictures, athletics, competitions, field days, holidays, schools, libraries, classes for those who speak only foreign languages, technical education, manual training, health lectures, classes in first aid, religious exercises, churches and Sunday schools, clubhouses, Y.M.C.A. organizations, etc., etc.

PART III

THE PREVENTION AND ADJUSTMENT OF INDUSTRIAL DISPUTES

1. OBSERVANCE OF LAWS, RULES AND REGULATIONS

There shall be on the part of the Company and its employes, a strict observance of the federal and state labor laws and of the Company's rules and regulations supplementing the same.

2. WAGES AND RULES OPEN TO INSPECTION

The wage rates shall be kept on file by the superintendents of the several departments and shall be open to inspection by any representative or other employe upon request. The rules in regard to working conditions shall be posted in a conspicuous place in each subdivision.

3. NO DISCRIMINATION ON ACCOUNT OF MEMBERSHIP OR NON-MEMBERSHIP IN LABOR OR OTHER ORGANIZATIONS

There shall be no discrimination by the Company or by any of its employes on account of membership or non-membership in any society, fraternity or union.

4. THE RIGHT TO HIRE AND DISCHARGE, AND THE MANAGEMENT OF THE WORKS

The right to hire and discharge, the management of the Works, and the direction of the working forces, shall be vested exclusively in the Company, and, except as expressly restricted, this right shall not be abridged by anything contained herein.

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5. EMPLOYES' RIGHT TO CAUTION OR SUSPENSION BEFORE DISCHARGE

There shall be posted in each subdivision a list of offenses for commission of which by an employe dismissal may result without notice. For other offenses, employes shall not be discharged without first having been notified that a repetition of the offense will be cause for dismissal. A copy of this notification shall, at the time of its being given to an employe, be sent also to the President's Industrial Representative and retained by him for purposes of future reference. Nothing herein shall abridge the right of the Company to relieve employes from duty because of lack of work. Where relief from duty through lack of work becomes necessary, men with families shall, all things being equal, be given preference.

6. EMPLOYES' RIGHT TO HOLD MEETINGS

Employes shall have the right to hold meetings at appropriate places on Company property or elsewhere as they may desire outside of working hours or on idle days.

7. EMPLOYES' RIGHT TO PURCHASE WHERE THEY PLEASE

Employes shall not be obliged to trade at the Company stores, but shall be at perfect liberty to purchase goods wherever they may choose to do so.

8. EMPLOYES' RIGHT OF APPEAL TO PRESIDENT OF COMPANY AGAINST UNFAIR CONDITIONS OR TREATMENT

Subject to the provisions hereinafter mentioned, every employe shall have the right of ultimate appeal to the President of the Company concerning any condition or treatment to which he may be subjected and which he may deem unfair.

9. DUTY OF PRESIDENT'S INDUSTRIAL REPRESENTATIVE

It shall be the duty of the President's Industrial Representative to respond promptly to any request from employes' representatives for his presence in any subdivision, and to visit all of them frequently to confer with the employes or their representatives and the superintendents respecting working and living conditions, the observance of federal and state laws, the carrying out of Company regulations, and to report the result of such conferences to the President.

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10. COMPLAINTS AND GRIEVANCES TO BE TAKEN UP FIRST WITH FOREMEN AND SUPERINTENDENTS

Before presenting any grievance to the President, the President's Industrial Representative, or other of the higher officers of the Company, employes shall first seek to have differences or the conditions complained about adjusted by conference, in person or through their representatives, with the foreman or superintendent.

11. INVESTIGATION OF GRIEVANCES BY PRESIDENT'S INDUSTRIAL REPRESENTATIVE

Employes believing themselves to be subjected to unfair conditions or treatment and having failed to secure satisfactory adjustment of the same through the superintendent, may present their grievances to the President's Industrial Representative, either in person or through their regularly elected representatives, and it shall be the duty of the President's Industrial Representative to look into the same immediately and seek to adjust the grievance.

12. THE RIGHT OF APPEAL TO THE SUPERIOR OFFICERS OF THE COMPANY AGAINST UNFAIR TREATMENT, CONDITIONS, SUSPENSIONS OR DISMISSALS

Should the President's Industrial Representative fail to satisfactorily conciliate any difference, with respect to any grievance, suspension or dismissal, the aggrieved employe, either himself or through his representative—and in either case in person or by letter—may appeal for the consideration and adjustment of his grievance to the Manager, General Manager, or the President of the Company, in consecutive order. To entitle an employe to the consideration of his appeal by any of the higher officers herein mentioned, the right to appeal must be exercised within a period of two weeks after the same has been referred to the President's Industrial Representative without satisfactory redress.

13. REFERENCE OF DIFFERENCES IN CERTAIN CASES TO JOINT COMMITTEE ON INDUSTRIAL CO-OPERATION AND CONCILIATION

Where the President's Industrial Representative or one of the higher officials of the Company fails to adjust a difference satisfactorily, upon request to the President by the employes' representatives of the division concerned, or upon the initi-

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ative of the President himself, the difference shall be referred to the Joint Committee on Industrial Co-operation and Conciliation, and the decision of the majority of such Joint Committee shall be binding upon all parties.

14. REPRESENTATION ON JOINT COMMITTEE TO BE EQUAL WHEN CONSIDERING ADJUSTMENT OF DIFFERENCES

Whenever the Joint Committee on Industrial Co-operation and Conciliation is called upon to act with reference to any difference, except by the consent of all present the Joint Committee shall not proceed with any important part of its duties unless both sides are equally represented. Where agreeable, equal representation may be effected by the withdrawal of one or more members from the side of the Joint Committee having the majority.

15. UMPIRE TO ACT WITH JOINT COMMITTEE IN CERTAIN CASES

Should the Joint Committee on Industrial Co-operation and Conciliation to which a difference may have been referred fail to reach a majority decision in respect thereto, if a majority of its members so agree, the Joint Committee may select as umpire a third person who shall sit in conference with the Committee and whose decision shall be binding upon all parties.

16. ARBITRATION OR INVESTIGATION IN CERTAIN CASES

In the event of the Joint Committee on Industrial Co-operation and Conciliation failing satisfactorily to adjust a difference by a majority decision or by agreement on the selection of an umpire, as aforementioned, within ten days of a report to the President of the failure of the Joint Committee to adjust the difference, if the parties so agree, the matter shall be referred to arbitration, otherwise it shall be made the subject of investigation by the State of Colorado Industrial Commission, in accordance with the provisions of the statute regulating the powers of the Commission in this particular. Where a difference is referred to arbitration, one person shall be selected as arbitrator if the parties can agree upon his selection. Otherwise there shall be a board of three arbitrators, one to be selected by the employes' representatives on the Joint Committee of Industrial Co-operation and Conciliation, one by the Company's representatives on this Committee, and a third by the two arbitrators thus selected.

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By consent of the members of the Joint Committee on Industrial Co-operation and Conciliation to which a difference has been referred, the Industrial Commission of the State of Colorado may be asked to appoint all of the arbitrators or itself arbitrate the difference. The decision of the sole arbitrator or of the majority of the Board of Arbitration or of the members of the State of Colorado Industrial Commission when acting as arbitrators, as the case may be, shall be final and shall be binding upon the parties.

17. PROTECTION OF EMPLOYEES' REPRESENTATIVES AGAINST DISCRIMINATION

To protect against the possibility of unjust treatment because of any action taken or to be taken by them on behalf of one or more of the Company's employes, any employes' representative believing himself to be discriminated against for such a cause shall have the same right of appeal to the officers of the Company or to the Joint Committee on Industrial Co-operation and Conciliation as is accorded every other employe of the Company. Having exercised this right in the consecutive order indicated without obtaining satisfaction, for thirty days thereafter he shall have the further right of appeal to the Industrial Commission of the State of Colorado, which body shall determine whether or not discrimination has been shown, and as respects any representative deemed by the Commission to have been unfairly dealt with, the Company shall make such reparation as the State of Colorado Industrial Commission may deem just.

PART IV

SOCIAL AND INDUSTRIAL BETTERMENT

1. EXECUTIVE SUPERVISION

The President's Executive Assistant, in addition to other duties, shall, on behalf of the President, supervise the administration of the Company's policies respecting social and industrial betterment.¹

¹[The functions of the executive assistant were taken over in the summer of 1917 by the president of the company. In 1920 a vice-president of the company was made responsible for industrial relations, including the program for "social and industrial betterment." B. M. S.]

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2. CO-OPERATION OF PRESIDENT'S EXECUTIVE ASSISTANT WITH JOINT COMMITTEES IN CARRYING OUT POLICIES OF SOCIAL AND INDUSTRIAL BETTERMENT

In the discharge of his duties, the President's Executive Assistant shall from time to time confer with the several Joint Committees, on Safety and Accidents, on Sanitation, Health and Housing, on Recreation and Education, and on Industrial Co-operation and Conciliation, appointed at the annual Joint Conference, as to improvements or changes likely to be of mutual advantage to the Company and its employes. Members of the several Joint Committees shall be at liberty to communicate at any time with the President's Executive Assistant with respect to any matters under their observation or brought to their attention by employes or officials of the Company, which they believe should be looked into or changed. As far as may be possible, employes should be made to feel that the President's Executive Assistant will welcome conferences with members of the several Joint Committees on matters of concern to the employes, whenever such matters have a direct bearing on the industrial, social, and moral well-being of employes and their families or the community in which they reside.

3. ADVISORY BOARD ON SOCIAL AND INDUSTRIAL BETTERMENT

In addition to consulting, from time to time, the several Joint Committees or their individual members, the President's Executive Assistant shall be the Chairman of a permanent Advisory Board on Social and Industrial Betterment, to which may be referred questions of policy respecting social and industrial betterment and related matters requiring executive action.

4. MEMBERS OF ADVISORY BOARD

The Advisory Board on Social and Industrial Betterment shall be composed of such of the Company's officers as the President may designate.

5. REGULAR AND SPECIAL MEETINGS OF ADVISORY BOARD

The Advisory Board shall meet at least once in every six months, and may convene for special meetings upon the call of the Chairman whenever he may deem a special meeting advisable.

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6. POWERS AND DUTIES OF THE ADVISORY BOARD

The Advisory Board shall have power to consider all matters referred to it by the Chairman, or any of its members, or by any committee or organization directly or indirectly connected with the Company, and may make such recommendations to the President as in its opinion seem to be expedient and in the interest of the Company and its employees.

7. RELATION OF PRESIDENT'S EXECUTIVE ASSISTANT TO COMMUNITY NEEDS

The President's Executive Assistant shall also co-operate in matters pertaining to the sanitary, medical, educational, religious, social, and other like needs of the industrial community directly related to the Works, with a view of seeing that such needs are suitably and adequately provided for, and the several activities pertaining thereto harmoniously conducted.

8. METHOD OF CARRYING OUT IMPROVEMENTS

Improvements respecting social and industrial betterment shall, after approval by the President, be carried out through the regular Company organization.

9. HOSPITALS AND DOCTORS

Where arrangements for doctors at the dispensary have already been made and are satisfactory, such arrangements shall continue. In making any new arrangement for a doctor, the Joint Committee on Sanitation, Health, and Housing, the President's Executive Assistant, and the Chief Medical Officer shall select a doctor, and enter into an agreement with him which shall be signed by all four parties.

10. COMPANY PERIODICAL

The Company shall publish, under the direction of the President's Executive Assistant, a periodical which shall be a means of communication between the management, the employes and the public, concerning the policies and activities of the Company. This periodical shall be used as a means of co-ordinating, harmonizing, and furthering the social and industrial betterment work, and of informing employes of the personnel and proceedings of conferences, boards, and committees, in which they are interested. It shall

• **AGREEMENT RESPECTING CONDITIONS**

record events pertaining to social and industrial activities, and be a medium for making announcements with reference to the same, and for diffusing information of mutual interest to the Company and its employes.

11. COST OF ADMINISTERING PLAN OF REPRESENTATION AND OF FURTHERING SOCIAL AND INDUSTRIAL BETTERMENT POLICIES

The promotion of harmony and good-will between the Company and its employes and the furtherance of the well-being of employes and their families and the community in which they reside being essential to the successful operation of the Company's industries in an enlightened and profitable manner, the expenses necessarily incidental to the carrying out of the social and industrial betterment policies herein described, and the plan of representation and joint conferences herein set forth, including the payment of expenses of employes' representatives when attending joint conferences, and their reimbursement for the working time necessarily lost in so doing, shall be borne by the Company. But nothing herein shall preclude employes of the Company from making, in lieu of payment by the Company or in addition to it, such payment to their representatives in consideration of services rendered on their behalf as they themselves may voluntarily desire and agree to make.

**MEMORANDUM OF AGREEMENT RESPECTING
EMPLOYMENT, LIVING AND WORKING
CONDITIONS**

**BETWEEN THE COLORADO FUEL AND IRON COMPANY AND ITS
EMPLOYES IN THE MINNEQUA STEEL WORKS**

MAY, 1916, TO MAY, 1918

It is mutually understood and agreed that in addition to the rights and privileges guaranteed the employes and the Company, in the Industrial Representation Plan herewith, the following stipulations respecting employment, living and working conditions shall govern the parties hereto from the date of its adoption by a majority vote of the employes until

EMPLOYEES' REPRESENTATION IN STEEL WORKS

May 1, 1918, and shall continue thereafter subject to revision upon ninety days' notice by either of the parties:

I. RENT OF DWELLINGS

The charge to employes for dwellings, owned by the Company, shall not exceed rates normally charged for similar houses in the same neighborhood, and in no case shall the rate be higher than is necessary to carry and maintain the property, and to provide for its depreciation.

II. PRICES OF DOMESTIC COAL

The Company shall arrange so that employes may obtain domestic coal produced by the Company, at 50 cents per ton below the normal retail price charged by dealers to the general public.

III. FENCING OF EMPLOYEES' HOMES AND GARBAGE REMOVAL

To encourage employes to cultivate flower and vegetable gardens, the Company agrees to fence, free of charge, each house lot owned by it.

The Company will continue its practice of removing garbage free of charge.

IV. WASH HOUSES

As the need becomes manifest, the Company will, in accordance with its present policy, provide, as rapidly as possible, suitable wash houses for its employes, at convenient places in the Works.

V. HOURS OF LABOR

The present hours of labor of employes of the several subdivisions shall not be increased, and shall not at any time be less favorable to the employes than the hours of labor in similar operations conducted by the Company's competitors.

VI. SEMI-MONTHLY PAYMENT OF WAGES

All employes shall be paid semi-monthly by check.

No deductions shall be made from earnings, except where authorized by employes.

AGREEMENT RESPECTING CONDITIONS

VII. WAGE SCHEDULE AND WORKING CONDITIONS

The wage rates now in force in the several subdivisions conform substantially with wage rates for like work under similar conditions in effect with companies whose products are sold in active competition with products of The Colorado Fuel and Iron Company, and that similarity of rates with those competing companies shall be maintained. The working conditions now in force shall continue, subject to adjustment and regulation in conformity with conditions in effect in similar operations conducted by the Company's competitors. For the purpose of making such change in wages or working conditions a joint meeting of employes' representatives in the divisions affected and proper officers of the Company shall be called within thirty days after the change in wages or in working conditions in competitive operations is effective, to discuss and determine an equitable method for fixing the new schedule of wages or working conditions in the departments concerned.

We hereby certify that the Plan of Representation and Agreement as set forth were discussed and unanimously adopted at a joint conference of officers of The Colorado Fuel and Iron Company and the representatives of its employes, held at Pueblo, today, Wednesday, April 26, 1916, and referred by the conference for approval to the Board of Directors of the Company and to the Company's employes at the Minnequa Works, on the understanding that the same should be voted upon by secret ballot, and if adopted by the Board of Directors on the one hand and a majority of the Company's employes on the other, should become binding upon the parties thereto.

(Signed)

C. J. HICKS,
Representing the Company.

(Signed)

D. C. COOK,
Representing the Employes.
(Joint Secretaries of the Conference.)

Pueblo, Colorado, April 26, 1916.

I hereby certify that the Plan of Representation and Agreement referred for approval to the Board of Directors of the Company by the joint conference of the officers of The Colorado Fuel and Iron Company and the representatives of

EMPLOYEES' REPRESENTATION IN STEEL WORKS

its employes, held at Pueblo on Wednesday, April 26, 1916, was today duly considered by the Board of Directors and unanimously adopted.

(Signed) J. A. WRITER,
Secretary of the Board of Directors of
The Colorado Fuel and Iron Company.

Denver, Colorado, April 27, 1916.

We hereby certify that the Plan of Representation and Agreement referred for approval to the Company's employes at the Minnequa Steel Works by the joint conference of officers of The Colorado Fuel and Iron Company and the representatives of its employes, held at Pueblo on Wednesday, April 26, 1916, was voted upon by secret ballot on Thursday, May 4, 1916, and that having examined the official returns duly certified to by the tellers appointed by the Company and by the employes' representatives to take charge of the vote in the several divisions, we find that the total number of votes cast was 3,184, of which number 2,321, or 72.9 per cent of the total votes cast, were in favor of, and 863, or 27.1 per cent, were against the proposed Plan and Agreement.

(Signed) C. J. HICKS,
Representing the Company.

(Signed) D. C. COOK,
Representing the Employes.

Pueblo, Colorado, May 5, 1916.

Signed on behalf of The Colorado Fuel and Iron Company.

(Signed) J. F. WELBORN,
President.

(Company Seal)

(Signed) J. A. WRITER,
Secretary.

Denver, Colorado, May 6, 1916.

Signed on behalf of the employes of The Colorado Fuel and Iron Company,

GEO. W. McCRAY,
Representative of 1st Division.

May 6, 1916.

AGREEMENT RESPECTING CONDITIONS

May 6, 1916. W. H. WALKER,
Representative of 1st Division.

May 6, 1916. FRANK VAN DYKE,
Representative of 2nd Division.

May 6, 1916. RANSOM FUEQUAY,
Representative of 2nd Division.

May 6, 1916. B. J. THOMAS,
Representative of 2nd Division.

May 6, 1916. D. C. COOK,
Representative of 3rd Division.

May 6, 1916. WM. LAMB,
Representative of 3rd Division.

May 6, 1916. F. JOS. LOEFFLER,
Representative of 3rd Division.

May 6, 1916. THOS. P. REESE,
Representative of 4th Division.

May 6, 1916. H. O. LEMON,
Representative of 4th Division.

May 6, 1916. A. H. LEE,
Representative of 5th Division.

May 6, 1916. ANDY J. DIAMOND,
Representative of 5th Division.

May 6, 1916. A. J. COLLINS,
Representative of 5th Division.

May 6, 1916. JOHN FAHEY,
Representative of 6th Division.

May 6, 1916. FRED LOBAUGH,
Representative of 6th Division.

May 6, 1916. G. C. BEBOUT,
Representative of 6th Division.

May 6, 1916. WM. BEURMAN,
Representative of 6th Division.

EMPLOYEES' REPRESENTATION IN STEEL WORKS

May 6, 1916. V. E. JOHNSON,
Representative of 6th Division.

May 6, 1916. ANTON KOCEVAR,
Representative of 6th Division.

May 6, 1916. GEO. J. WHITE,
Representative of 6th Division.

May 6, 1916. C. B. BARTLE,
Representative of 7th Division.

May 6, 1916. G. SCHULTZ,
Representative of 7th Division.

May 6, 1916. R. N. DOUGHTY,
Representative of 8th Division.

May 6, 1916. LESLIE SANDS,
Representative of 8th Division.

May 6, 1916. TONY JULIANO,
Representative of 9th Division.

APPENDIX B
JOINT REPRESENTATION OF EMPLOYES AND
MANAGEMENT AND PROCEDURE
IN INDUSTRIAL RELATIONS

ADOPTED BY EMPLOYES AND MANAGEMENT OF THE
COLORADO FUEL AND IRON COMPANY AT THE MINES,
OCTOBER, 1915, AND AT THE STEEL WORKS AND
QUARRIES, MAY, 1916, AS CONSOLIDATED BY
A JOINT COMMITTEE OF EMPLOYES AND
MANAGEMENT DECEMBER 20, 1921

THE CONSOLIDATED FORM ADOPTED BY THE ANNUAL
MEETINGS OF EMPLOYEES' AND MANAGEMENT'S
REPRESENTATIVES AT PUEBLO ON
DECEMBER 29-30, 1921

PREAMBLE

FOR the purpose of maintaining and further developing harmony and right understanding within The Colorado Fuel and Iron Company, the following method of joint representation and procedure in industrial relations has been adopted:

PART I
REPRESENTATION OF EMPLOYES

1. For the purpose of fixing the basis of representation, the divisions and subdivisions of existing properties are as follows:

DIVISION	SUBDIVISIONS
First—Blast Furnace.	{ A—Transportation, Pig Machine and Cinder Dump. B—All other Blast Furnace Men.
Second—Open Hearth and Bessemer.	{ A—Open Hearth; Spiegel Plant. B—Bessemer Department. C—East Side Producers.

EMPLOYEES' REPRESENTATION IN STEEL WORKS

Third—Rail Mill.....	{	A—Soaking Pits and Rail Mill. B—Finishing and Loading Department.
Fourth—Old Mills.....	{	A—Bolt and Spike Mills. B—12-inch and 20-inch Mills.
Fifth—East Mills.....	{	A—Rod and 10-inch Mills. B—14-inch Mill and Shipping Department. C—40-inch Mill. D—East Side Boilers
Sixth—Wire Mill.....	{	A—Rod Dock; Cleaning House; Drawing Room. B—Nail Mill and Rumbler Room. C—Galvanizing Department; Pot Room, and Bundling Room. D—Barb and Bale Tie Departments. E—Field Fence. F—Shipping Department and Cooper Shop. G—Electrical, Mechanical, Boiler Plant and Yard.
Seventh—Shops.....	{	A—Foundry. B—Machine Shop. C—Boiler Shop. D—Carpenter, Scale, Pattern, Smith, Pipe Shops and Store House. E—Roll Shop. F—Electrical Shop; Power Plant. G—Masons. H—C. & W. Shop and Car Men. I—Pipe Foundry.
Eighth—By-Product Coke Plant.....	{	A—Batteries. B—Remainder of Coke Plant.
Ninth—Yard.....	{	A—C. & W. Trackmen. B—Floating and Contract Gangs. C—Locomotive Cranes and Stables. D—Watchmen.
Tenth—C. & W. Transportation.....	{	C. & W. Transportation Men, except Blast Furnace Men.
Iron Mines.....	{	A—Sunrise. B—Chicago. C—C. & W. Ry., Northern Division.
Quarries.....	{	A—Lime. B—Calcite.

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MORLEY		{ A—East Side Mine. B—Slope Mine.
STARKVILLE		
ENGL		
SOPRIS		{ A—Number One Mine. B—Number Two Mine.
PRIMERO		{ A—First North Mine. B—East Side Mine.
FREDERICK		
BERWIND		
TOLLER		
TABASCO		
SEGUNDO		{ A—Washeries and Coke Ovens. B—C. & W. Ry., Southern Division.
ROUSE		
LESTER		
IDEAL		
CAMERON		{ A—No. 1. B—No. 2.
WALSEN ROBINSON		{ A—Old Walsen. B—Robinson No. 1. C—Robinson No. 2.
PICOU		
JOBAL		
KEBLER No. 1		
KEBLER No. 2		
COAL CREEK		
ROCKVALE		
FREMONT		
EMERALD		
CRESTED BUTTE		
ELK MOUNTAIN		

As additional properties are added to the operations, they shall be entitled to representation on the same basis.

EMPLOYEES' REPRESENTATION IN STEEL WORKS

2. ANNUAL ELECTION OF EMPLOYEES' REPRESENTATIVES

Employees in each division or subdivision shall annually elect from among their number, representatives to act on their behalf with respect to matters pertaining to their employment, living and working conditions, the adjustment of differences, and other matters of mutual concern and interest.

3. TIME AND METHOD OF CALLING ANNUAL ELECTIONS AND PERSONS ENTITLED TO PARTICIPATE

The annual nomination and election of representatives shall be held during the first half of the month of January, unless deferred by common consent.

The nomination and election shall be called by direction of the President of the Company.

Notice of nomination and election, indicating the time and place thereof and the number of representatives to be elected in the division or subdivision, shall be conspicuously posted a week in advance and shall state that employes being wage earners at the time and for at least three months immediately preceding the month in which elections are held, shall be entitled to vote. No foreman or official having authority to employ or discharge, or any salaried employe, shall have the right to vote. Where meetings are held for election, no such person shall be present.

4. ELIGIBILITY FOR OFFICE OF REPRESENTATIVE

Only an employe who is a citizen of the United States, who is 21 years of age or over, and who is and has been an employe of the Company continuously for at least one year immediately preceding the month in which elections are held, shall be qualified for nomination and election as a representative.

5. BASIS AND TERM OF REPRESENTATION

Representation of employes shall be on the basis of one representative to every 150 wage earners or major fraction thereof, but each division, whatever its number of employes, shall be entitled to at least two representatives, and each subdivision shall be entitled to at least one representative.

Inasmuch as the numbers of shift men and tonnage men are about equal in and around coal mines, it is recommended that one representative be chosen from each group.

Representatives shall be elected for a term of one year or until their successors are elected and qualified.

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6. NOMINATION AND ELECTION OF REPRESENTATIVES

Nomination and election of representatives shall be by secret ballot under conditions that insure freedom of choice and an impartial count.

Procedure for conducting nominations and elections shall be agreed upon by the employes' representatives and the management at each operation.

For purposes of nomination and election, the management shall provide ballot boxes and blank ballots, the ballots to be of one color or form for nominations, and of another for elections.

7. METHOD OF NOMINATION

Each employe entitled to vote shall be given a nomination ballot, on which he shall write the names—or if unable to write, he shall have the duly authorized tellers or a fellow employe, in the presence of the tellers, write the names—of the fellow employes in his division or subdivision whom he desires to nominate as representatives, and himself deposit the nomination ballot in the ballot box. Each employe may nominate representatives to the number to which the division or subdivision is entitled, and which shall be stated on the ballot.

In the event of any nomination ballot containing more names than the number of representatives to which the division or subdivision is entitled, the ballot shall not be counted.

The persons, to the number of twice as many as the number of representatives to which the division or subdivision is entitled, receiving the highest number of nomination votes, shall be regarded as the duly nominated candidates for representatives; provided, that in case two or more names shall be tied for nomination, and each shall have received a sufficient number of votes to nominate him, then all such names shall be included on the election ballot.

Except as hereinafter provided, the tellers shall make out in alphabetical order a list of the duly nominated candidates, which shall be posted in each subdivision not later than the day preceding the election.

8. METHOD OF ELECTION

The election of representatives shall be held by secret ballot from among the candidates nominated, whose names, in

EMPLOYEES' REPRESENTATION IN STEEL WORKS

alphabetical order and the number of candidates each voter may vote for, shall be placed on the election ballots, the same tellers having charge of the balloting; provided, that where mass meetings are held for the purpose of election the employes shall write their choice on the election ballots. In case of a tie vote, another ballot shall be taken on the candidates who were tied.

9. APPEAL IN REGARD TO NOMINATION OR ELECTION

The tellers shall preserve, properly sealed, for a period of two weeks, both the nomination and election ballots. Should an appeal be made to the President within seven days in regard to the validity of the nomination or election in any division, upon a request in writing signed by twenty-five employes in such division who participated in the election, the tellers shall deliver the ballots to the President of the Company for recount. Should no such request be received within that time, the tellers shall destroy the ballots. If, after considering the appeal with the local Committee on Co-operation, Conciliation and Wages, the President is of the opinion that the nomination or election has not been fairly conducted, he shall order a new election in the division concerned at a time to be designated by him.

10. SPECIAL ELECTIONS

Special elections shall be similarly called when removal, resignation, permanent transfer or other circumstance causes a vacancy in representation.

A representative shall immediately and automatically cease to hold office upon severance of his relations with the Company or upon his permanent appointment to such a position as would disqualify him from voting or acting as a representative.

11. RECALL

A representative may be recalled on petition signed by a majority of the eligible voters in his division or subdivision, but such representative shall be eligible for nomination as a candidate at the election called to fill the vacancy caused by his recall.

12. MEETINGS OF EMPLOYEES

Meetings of employes in any division or subdivision, or conferences of employes' representatives, may be held at such

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times as will not interfere with operations, to consider and make recommendations concerning any matters pertaining to their employment, living and working conditions, or arising out of existing relations, including such as they may desire to have considered at the joint conferences, also any matters referred to them by the President, other officers, or by any of the joint committees.

PART II JOINT MEETINGS AND JOINT CONFERENCES

Steel Works, Iron Mines and Limestone Quarries:	Coal Mines.
JANUARY	
Annual nominations and elec- tions of representatives, first half January.	Annual nominations and elec- tions of representatives, first half January.
Committee and joint committee meetings, first joint confer- ence, last half.	First joint conference, last half.
FEBRUARY	
MARCH	
APRIL	
MAY	
Second joint conference, first half.	Second joint conference.
JUNE	
JULY	
AUGUST	
SEPTEMBER	
Third joint conference, first half.	Third joint conference.
OCTOBER	
NOVEMBER	
DECEMBER	
Annual joint meeting.	Annual joint meeting.

**EMPLOYEES' REPRESENTATION IN STEEL WORKS
JOINT CONFERENCES AND JOINT COMMITTEES**

1. ARRANGEMENT OF DISTRICTS

Joint conferences shall be held and joint committees shall be selected as follows:

For the Trinidad District, comprising the coal mines and the coke ovens in Las Animas County, and the Southern division of The Colorado & Wyoming Railway Company.

For the Walsenburg District, comprising the coal mines in Huerfano County.

For the Canon District, comprising the coal mines in Fremont County.

For the Western District, comprising the coal mines on the Western Slope.

For the Sunrise District, comprising the iron mines in Wyoming, and the northern division of The Colorado & Wyoming Railway Company.

For the Minnequa District, comprising the steel works and limestone quarries, and the middle division of The Colorado & Wyoming Railway Company. (For convenient working purposes each quarry may have its own joint committees.)

2. TIME, PLACE AND PURPOSE OF DISTRICT JOINT CONFERENCES

Joint conferences shall be held at the call of the President, at places to be designated by him, in January, May and September each year. Special joint conferences may be held as the President of the Company or a majority of the employees' representatives may find desirable.

The purpose of these joint conferences shall be to discuss freely matters of mutual interest and concern, embracing a consideration of suggestions to promote increased efficiency and production, to improve living and working conditions, to enforce discipline, avoid friction, and to strengthen friendly and cordial relations between management and employees.

3. REPRESENTATION AT JOINT CONFERENCES

At the joint conferences the employees shall be represented by their elected representatives. The management shall be represented by such officials as the President may designate.

The management representatives with voting power may equal but not exceed in number the representatives of the employees.

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The Company shall provide appropriate places of meeting for the conferences.

4. PROCEDURE OF JOINT CONFERENCES

The joint conferences shall be presided over by the President, or such officer as he may designate.

Each conference shall select a secretary, who shall record its proceedings, which shall be certified to by the presiding officer, and of which a copy shall be sent to the President's Industrial Representative.

5. JOINT COMMITTEES ON INDUSTRIAL RELATIONS

The first joint conferences held in each year shall select the following joint committees, each committee to be composed of twelve members for the steel works, Minnequa District, and of six members for each of the other districts, of whom the employes' representatives shall designate one-half and the management one-half:

Joint Committee on Co-operation, Conciliation and Wages;

Joint Committee on Safety and Accidents;

Joint Committee on Sanitation, Health and Housing;

Joint Committee on Recreation and Education.

These joint committees shall be regarded as permanent committees, available for consultation at any time throughout the year with the Advisory Board, the President, the President's Industrial Representative or any of the other officers.

Each joint committee shall select a chairman and a secretary, and arrange its own procedure and hold meetings at least quarterly.

Questions brought before a joint committee shall be fully and definitely presented in person or in writing, and the records of the joint committee should show the disposition made and the final actions taken on each matter considered.

The secretary of each permanent committee shall prepare in writing a full report of the proceedings of the committee for submission to the annual joint meetings.

6. DUTIES OF JOINT COMMITTEES, GENERAL

Each of the joint committees may of its own initiative bring up for discussion at the joint conferences, or have referred to it for consideration and report to the President or other officer at any time throughout the year, any matter pertaining to its duties as herein set forth.

EMPLOYEES' REPRESENTATION IN STEEL WORKS

7. **THE JOINT COMMITTEES ON CO-OPERATION, CONCILIATION AND WAGES** shall have to do with any matters pertaining to the prevention and settlement of disputes, terms and conditions of employment, including wages, hours and other working conditions; maintenance of order and discipline, company stores and other similar matters. At the coal mines a local employees' representative shall accompany the committee on inspection trips.

8. **THE JOINT COMMITTEES ON SAFETY AND ACCIDENTS** shall have to do with any matters pertaining to the safeguarding of machinery and dangerous working places, the prevention of accidents, the investigation of fatal accidents, the use of explosives, fire protection, first-aid and other similar matters. At the coal mines a local employees' representative shall accompany the committee on inspection trips.

9. **THE JOINT COMMITTEES ON SANITATION, HEALTH AND HOUSING** shall have to do with any matters pertaining to health, hospitals, physicians, nurses, occupational diseases, sanitation, water supply, sewage system, garbage disposal, street cleaning, wash and locker rooms, houses, rents, gardens, fencing and other similar matters. At the coal mines a local employees' representative shall accompany the committee on inspection trips.

10. **THE JOINT COMMITTEES ON RECREATION AND EDUCATION** shall have to do with any matters pertaining to social centers, clubhouses, playgrounds, entertainments, moving pictures, athletics, competitions, field days, schools, libraries, classes for those who speak only foreign languages, technical and vocational education, manual training, churches and Sunday Schools, and other similar matters. At the coal mines a local employees' representative shall accompany the committee on inspection trips.

11. ANNUAL JOINT MEETINGS

Annual joint meetings of all representatives of the employees and of the management, including members of the several joint committees, shall be held during the month of December in places and in groups to be designated by the President, except at Sunrise where each committee shall be represented by one of its members to be elected by the committee.

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At these meetings, condensed reports covering the work of the year shall be made by each of the joint committees and matters of common interest, requiring collective action, considered.

12. SPECIAL JOINT MEETINGS

Special joint meetings of any two or more districts or groups may be called at any time upon the written request to the President of a majority of the representatives in such districts or groups or upon the President's own initiative for the consideration of such matters of common interest as cannot be dealt with satisfactorily at district conferences. Notice of such special joint meetings shall be given at least two weeks in advance.

PART III THE PREVENTION AND ADJUSTMENT OF DISPUTES

1. OBSERVANCE OF LAWS, RULES AND REGULATIONS

There shall be on the part of the management and of the employes, a strict observance of the federal and state laws and of the Company's rules and regulations.

2. WAGES AND RULES OPEN TO INSPECTION

The wage rates and the rules governing working conditions shall where practicable be posted in a conspicuous place in each subdivision and at each mine. They shall at all times be kept on file by the superintendent and shall be open to inspection by any representative or other employe upon request.

3. NO DISCRIMINATION ON ACCOUNT OF MEMBERSHIP OR NON-MEMBERSHIP IN LABOR OR OTHER ORGANIZATIONS

There shall be no discrimination by the management or by any of the employes on account of membership or non-membership in any society, fraternity or union.

4. THE SELECTION AND DIRECTION OF WORKING FORCES

The management of the properties and the direction of the working forces, including the right to hire and discharge, shall be vested in the Company, and, except as expressly restricted, these rights shall not be abridged by anything contained

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herein. However, the fairness of any action under this paragraph shall be a proper subject for review, according to the general provisions expressed herein.

When it becomes necessary, through lack of work, to reduce the number of employes, length of service and other things being considered, men with dependents shall be given preference.

In making promotions, primary consideration shall be given to length of service and ability to do the work required.

5. EMPLOYEES' RIGHT TO CAUTION OR SUSPENSION BEFORE DISCHARGE

There shall be posted in each division and subdivision, and made available to every employe, a list of offenses for commission of which by an employe, dismissal may result without notice.

For offenses other than those posted, employes shall not be discharged without first having been notified in writing that a repetition of the offense will be cause for dismissal.

A copy of this notification shall, at the time of its being given to an employe, be sent to the President's Industrial Representative and to the manager of the department.

6. EMPLOYEES' RIGHT TO HOLD MEETINGS

Employes shall have the right to hold meetings at appropriate places on Company property or elsewhere, as they may desire, outside of working hours or on idle days. Meetings during working hours may be held at the mines only with the consent of the local management.

7. EMPLOYEES' RIGHT TO PURCHASE WHERE THEY PLEASE

Employes shall not be obliged to trade at the Company stores, but shall be at liberty to purchase goods wherever they prefer.

8. CHECKWEIGHMEN AT COAL MINES

As provided by statute, coal miners have the right to employ checkweighmen, and the management shall grant the said checkweighmen every reasonable facility to enable them to render a correct account of all coal weighed.

9. DUTIES OF PRESIDENT'S INDUSTRIAL REPRESENTATIVE

It shall be the duty of the President's Industrial Representative to attend meetings and conferences, to respond promptly

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to any request from employes' representatives for his presence, and to visit all of them frequently, and at least once every three months, to confer with the employes or their representatives and the management respecting working and living conditions, the observance of federal and state laws, the carrying out of the Company regulations, and to report the result of such conferences to the President.

10. EMPLOYES' RIGHT OF APPEAL TO PRESIDENT OF COMPANY AGAINST UNFAIR CONDITIONS OR TREATMENT

Subject to the provisions hereinafter mentioned, every employe shall have the right of appeal to the President of the Company concerning any condition or treatment to which he may be subjected and which he may deem unfair.

11. COMPLAINTS AND GRIEVANCES TO BE TAKEN UP FIRST WITH FOREMEN AND SUPERINTENDENTS

Before presenting any grievance to the higher officers, employes should first seek to have differences or the conditions complained about adjusted by conference, in person or through their representatives, with the foreman or superintendent, preferably in the order named.

12. INVESTIGATION OF GRIEVANCES BY PRESIDENT'S INDUSTRIAL REPRESENTATIVE

Employes believing themselves to be subjected to unfair conditions or treatment may present their grievances to the President's Industrial Representative, either in person or through their representatives, and it shall be the duty of the President's Industrial Representative to look into the same immediately and seek to adjust the grievance.

13. EMPLOYES' RIGHT TO APPEAL TO THE SUPERIOR OFFICERS OF THE COMPANY AGAINST UNFAIR TREATMENT, CONDITIONS, SUSPENSIONS OR DISMISSALS

Should the President's Industrial Representative fail satisfactorily to conciliate any difference with respect to any grievance, suspension or dismissal, the aggrieved employe, either himself or through his representative—and in either case in person or by letter—shall have the right of appeal for the consideration and adjustment of his grievance to the Manager, General Manager, or the President, preferably in consecutive order.

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To entitle an employe to the consideration of his appeal by any of the higher officers herein mentioned, the right to the appeal must be exercised within a period of two weeks after the same has been referred to the President's Industrial Representative without satisfactory results.

14. REFERENCE OF DIFFERENCES IN CERTAIN CASES TO JOINT COMMITTEES ON CO-OPERATION, CONCILIATION AND WAGES

A difference which has been taken up, but not adjusted satisfactorily by any official, may be presented to the Joint Committee on Co-operation, Conciliation and Wages, and the decision of the majority of such joint committee shall be binding upon all parties.

15. REPRESENTATION ON JOINT COMMITTEES TO BE EQUAL WHEN CONSIDERING ADJUSTMENT OF DIFFERENCES

Whenever the Joint Committee on Co-operation, Conciliation and Wages is called upon to act with reference to any difference, except by the consent of all present, the joint committee shall not proceed with any important part of its duties unless both sides are equally represented.

Where agreeable, equal representation may be effected by the withdrawal of one or more members from the side of the joint committee having the majority.

16. UMPIRE TO ACT WITH JOINT COMMITTEES IN CERTAIN CASES

Should the Joint Committee on Co-operation, Conciliation and Wages, to which a difference has been referred, fail to reach a majority decision in respect thereto, if a majority of its members so agree, the joint committee may select as umpire a third person who shall sit in conference with the committee and whose decision shall be binding upon all parties.

17. ARBITRATION OR INVESTIGATION IN CERTAIN CASES

In the event of the Joint Committee on Co-operation, Conciliation and Wages failing satisfactorily to adjust a difference by a majority decision, or by agreement on the selection of an umpire, if the parties to the dispute so agree, the matter shall be referred to arbitration; otherwise it may be made the subject of a request for investigation by the State Industrial Commission of Colorado. (Note 1.)

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Where a difference is referred to arbitration, one person shall be selected as arbitrator if the parties can agree on his selection; otherwise there shall be a board of three arbitrators, one to be selected by the employees' representatives on the Joint Committee on Co-operation, Conciliation and Wages, one by the management's representatives on this committee, and a third by the two arbitrators thus selected.

By consent of the members of the Joint Committee on Co-operation, Conciliation and Wages, to which a difference has been referred, in Colorado, the State Industrial Commission may be asked to appoint all of the arbitrators, or itself arbitrate the difference.

The decision of the sole arbitrator, or of the majority of the board of arbitration, or of the members of the Colorado State Industrial Commission, when acting as arbitrators, as the case may be, shall be final and shall be binding upon the parties. (Note 1.)

Note 1. The state of Wyoming has no tribunal corresponding to the Industrial Commission of Colorado; therefore the provisions of this plan relating to the Industrial Commission do not apply to Wyoming.

18. PROTECTION OF EMPLOYEES' REPRESENTATIVES AGAINST DISCRIMINATION

To protect against the possibility of unjust treatment because of any action taken or to be taken by him, any employees' representative believing himself to be discriminated against shall have the same right of appeal as is accorded every other employe.

PART IV

SOCIAL AND INDUSTRIAL BETTERMENT

I. EXECUTIVE SUPERVISION

A Vice-President or other executive officer, to be known as the Industrial Relations Executive, shall, on behalf of the President, supervise the administration of the Company's policies respecting social and industrial betterment, and the administration of the Joint Representation of Employees and Management and Procedure in Industrial Relations.

EMPLOYEES' REPRESENTATION IN STEEL WORKS.

2. CO-OPERATION OF VICE-PRESIDENT OR OTHER EXECUTIVE OFFICER WITH JOINT COMMITTEES IN CARRYING OUT POLICIES OF SOCIAL AND INDUSTRIAL BETTERMENT

The Industrial Relations Executive shall from time to time confer with the several joint committees as to improvements or changes likely to be of mutual advantage to the Company and its employes. Members of the several joint committees shall be at liberty to communicate at any time with the Industrial Relations Executive, as well as with the President's Industrial Representative, with respect to matters under their observation or brought to their attention by employes or officials of the Company, which they believe should be looked into or changed. As far as may be possible, employes should be made to feel that the Industrial Relations Executive will welcome conferences with members of the several joint committees on matters of concern to the employes whenever such matters have a direct bearing on the industrial, social and moral well-being of employes and their families or the communities in which they reside.

3. ADVISORY BOARD ON SOCIAL AND INDUSTRIAL BETTERMENT

In addition to consulting, from time to time, the several joint committees or their individual members, the Industrial Relations Executive shall be the chairman of a permanent Advisory Board on Social and Industrial Betterment, to which may be referred questions of policy respecting social and industrial betterment and related matters requiring executive action.

4. MEMBERS OF ADVISORY BOARD

The Advisory Board on Social and Industrial Betterment shall be composed of such of the Company's officers as the President may designate.

5. REGULAR AND SPECIAL MEETINGS OF ADVISORY BOARD

The Advisory Board shall meet at least once in every six months, and may convene for special meetings upon the call of the chairman whenever he may deem a special meeting advisable.

CONSOLIDATED PLAN OF REPRESENTATION

6. POWERS AND DUTIES OF THE ADVISORY BOARD

The Advisory Board shall have power to consider all matters referred to it by the chairman, or any of its members, or by any committee or organization directly or indirectly connected with the Company, and may make such recommendations to the President as in its opinion are in the interest of the Company and its employes.

7. SUPERVISION OF COMMUNITY NEEDS BY INDUSTRIAL RELATIONS EXECUTIVE

The Industrial Relations Executive shall also co-operate in matters pertaining to the sanitary, medical, educational, religious, social and other like needs of the different communities related to the operating properties of the Company, with a view to seeing that such needs are suitably and adequately provided for, and the several activities pertaining thereto harmoniously conducted.

8. METHOD OF CARRYING OUT IMPROVEMENTS

Improvements respecting social and industrial betterment shall, after approval by the President, be carried out through the regular Company organization.

9. MEDICAL DEPARTMENT—DOCTORS

In making any new arrangement for a doctor at a camp or dispensary, the chief medical officer and the Industrial Relations Executive shall select the doctor and enter into an agreement with him, subject to approval by the Joint Committee on Sanitation, Health and Housing at the steel works and of the local employes' representatives at the mines and quarries.

10. COMPANY PERIODICAL

The Company shall publish, under the direction of the Industrial Relations Executive, a periodical which shall be a means of communication between the management, the employes and the public, concerning the policies and activities of the Company. This periodical shall be used as a means of co-ordinating, harmonizing and furthering the social and industrial betterment work, and of informing employes of the personnel and proceedings of conferences, boards and committees, in which they are interested. It shall record events

EMPLOYEES' REPRESENTATION IN STEEL WORKS

pertaining to social and industrial activities, and be a medium for making announcements with reference to the same, and for diffusing information of mutual interest to the Company and its employes.

11. COST OF ADMINISTERING JOINT REPRESENTATION AND OF FURTHERING SOCIAL AND INDUSTRIAL BETTERMENT POLICIES

The promotion of harmony and good will between the Company and its employes and the furtherance of the well-being of employes and their families and the communities in which they reside being essential to the successful operation of the Company's industries in an enlightened and profitable manner, the expenses necessarily incidental to the carrying out of the social and industrial betterment policies herein described, and the joint representation and joint conferences herein set forth, including the payment of expenses of employes' representatives when attending joint conferences and annual joint meetings, and their reimbursement for the working time necessarily lost in so doing, shall be borne by the Company. But nothing herein shall preclude employes of the Company from making, in lieu of payment by the Company or in addition to it, such payment to their representatives in consideration of services rendered on their behalf as they themselves may voluntarily desire and agree to make.

12. PROVISION FOR AMENDMENT

This agreement of Joint Representation of Employes and Management may be altered or amended by majority vote of the regularly elected representatives of the employes and a majority vote of the representatives of the management appointed for such purpose in any joint meeting of all representatives of the employes and management regularly called, upon at least a thirty days' notice.

[The Memorandum of Agreement Respecting Employment, Living and Working Conditions which is printed in Appendix A, pages 251 to 256, is also appended to the original of this consolidated form of the Plan of Representation. B. M. S.]

APPENDIX C
AGREEMENT
BETWEEN THE COLORADO & WYOMING RAILWAY COM-
PANY AND ITS ENGINEERS, FIREMEN, HOSTLERS,
CONDUCTORS, BRAKEMEN AND YARDMEN

EFFECTIVE DECEMBER 12TH, 1918

ARTICLE I. RATES OF PAY

	Engi- neers	Fire- men	Conductor or Foreman		Brakeman or Switchman	
			Day	Night	Day	Night
Northern Division: Road or Yard Ser- vice	\$6.50	\$5.20	..	\$6.50	..	\$5.20
Steam Shovel Ser- vice	6.12	4.77	..	5.20	..	4.96
Southern Division	6.50	5.20	..	6.50	..	5.20
Middle Division: 1,100 and 5 Classes	5.52	3.84	\$5.20	5.36	\$4.96	5.12
1,000 Classes	5.36	3.76	5.20	5.36	4.96	5.12
Blast Furnace Ser- vice	6.44	4.12		..	4.72	4.40
600, 800 and 900 Class	4.72	..		..	..	5.88
900 Class	4.72	..		..	..	3.80
300, 400 and 500 Class	4.48	..		..	..	3.88

EMPLOYEES' REPRESENTATION IN STEEL WORKS

ARTICLE 2

On all parts of the system, 100 miles or less, eight hours or less shall constitute a day in all classes of road service, time to begin when required to report for duty on initial trip and end upon being relieved at end of last trip. Miles in excess of 100 to be paid pro rata. For all time in excess of eight hours, time and one-half time will be allowed, actual minutes to be counted. Crews will be allowed thirty minutes for lunch between four and one-half and six hours after starting work without deduction in pay.

ARTICLE 3. SWITCHING SERVICE

SEC. 1. Eight hours or less shall constitute a day, and for all time in excess of eight hours, time and one-half time will be allowed, actual minutes to be counted. Time to begin when required to report for duty and to end at time crew is released.

SEC. 2. Regular assigned yard crews will each have a fixed starting time and the starting time of a crew will not be changed without at least forty-eight hours' advance notice.

SEC. 3. Where three eight-hour shifts are worked in continuous service, the time for the first shift to begin work will be between 6.30 A. M. and 8.00 A. M.; the second [between] 2.30 P. M. and 4.00 P. M. and the third, [between] 10.30 P. M. and 12.00 midnight; except [for] the crew handling the ashes to the dump, which may go to work at 6.00 A. M.

SEC. 4. Where two eight-hour shifts are worked in continuous service, the first shift may be started during any one of the periods named in Section 3.

SEC. 5. Where two eight- or nine-hour shifts are worked not in continuous service the time for the first shift to begin work will be between the hours of 6.30 A. M. and 10.00 A. M. and the second not later than 10.00 P. M.; except that the crew handling ashes to the dump and the crews serving the converter may go to work at 6.00 A. M.

SEC. 6. Where the ten-hour shifts are worked the time to begin work will be 7.00 A. M. and 7.00 P. M. respectively; except [for] the crew handling ashes to the dump, which may go to work at 6.00 A. M.

AGREEMENT BETWEEN RAILWAY AND EMPLOYEES

SEC. 7. Yard crews will be assigned for a fixed period of time per day, not to exceed ten hours.

SEC. 8. All crews starting to work at other time than between the hours of 6.30 A. M. and 10.00 A. M. will be paid night rates; except the ash run which may commence work at 6.00 A. M. at the day rate.

SEC. 9. Yardmen required to perform other than their regular duties shall receive the established rates for such service, but in no case will they receive less than yard rates.

SEC. 10. The crew in regular yard switching service on the Middle Division shall, as in the past, consist of one engineer, one fireman, one foreman and two helpers.

SEC. 11. Yardmen will not be compelled to work with an engine that is not properly equipped with foot-boards, grab-irons, headlights and automatic couplers, nor with engines that blow steam so as to obstruct the observation of signals; except that automatic couplers shall not be required on dinkey engine, and headlights shall be required on dinkey engines only where recommended by the Safety and Accident Committee.

SEC. 12. Yard crews where the hours of work are limited to eight will be allowed twenty minutes for lunch between four and one-half and six hours after starting work without deduction in pay.

SEC. 13. Yard crews employed in nine or more hour assignments will be allowed thirty minutes for lunch between four and one-half and six hours after starting work without deduction in pay.

SEC. 14. The promotion of yardmen will be according to seniority and ability. Any yardman refusing promotion to the position of foreman will thereafter rank as junior to the man or men promoted ahead of him, except that he will retain his seniority standing as a helper. Senior men will have preference to the work of their choice. Any yardman not promoted or failing to qualify for promotion will be promptly advised in writing by the general yardmaster the reason therefor and if not satisfied with the decision, appeal may be taken through his representatives to higher officers of the company, if filed within sixty days.

EMPLOYEES' REPRESENTATION IN STEEL WORKS

ARTICLE 4. HOSTLERS

SEC. 1. The rate of pay for hostlers will be \$4.84 per day for eight hours or less and for all time in excess of eight hours, time and one-half time will be allowed, actual minutes to be counted.

SEC. 2. On eight-hour positions hostlers will be allowed twenty minutes, and on nine or more hour positions thirty minutes for lunch between four and one-half and six hours after starting work with no deduction in pay or time therefor.

SEC. 3. All hostling positions shall be filled by engineers or firemen.

ARTICLE 5

SEC. 1. Where two or more different types of engines are used during the day, the highest rate applicable to any engine used shall be paid for the entire day.

SEC. 2. Engines will be maintained in reasonable condition of repair and cleanliness by the shop forces, but this provision shall not relieve enginemen from making minor adjustments or repairs in defects occurring during the period of work. This proviso, however, shall not include such adjustments or repairs as require taking the engine to the shop. Shop or round-house forces will see that all necessary equipment is placed on all engines. This includes a supply of fire tools, fuel water and oil when the engines leave the round-house or shop.

SEC. 3. All engines will be furnished with seats, arm-rests, clothes boxes, side and back curtains, buckets, brooms, cushions, awnings over windows, squirt hose and water coolers, and ice will be furnished from April 1st to October 1st. All boiler heads will be covered with lagging to protect men from the heat.

SEC. 4. Firemen shall be relieved of all cleaning of engines. Firemen will be placed on all 1,200 class of engines, if they are continued in use, but not on other engines where firemen are not now employed.

ARTICLE 6

When men are called and not used they shall receive one-half day's pay at the rate applicable to the service called for. If held more than four hours will receive one day's pay.

AGREEMENT BETWEEN RAILWAY AND EMPLOYES

ARTICLE 7

When time is not allowed as claimed, the claim will be corrected and the employe concerned will be notified accordingly, stating reasons for correction.

ARTICLE 8

SEC. 1. All new or vacant positions will be bulletined for five days for seniority choice. Rights to positions shall be governed by seniority of their respective districts.

SEC. 2. Any position open for ten days will be considered vacant and subject to bulletin.

SEC. 3. Extra men will be run first in, first out.

SEC. 4. Men disabled in the Company's service will be given preference in filling vacancies as switch tenders, signal operators, tower men and crossing flagmen.

ARTICLE 9

SEC. 1. The Northern, Middle and Southern Divisions will each constitute a separate seniority district. The Middle District will also include the men employed on the blast furnace and narrow gauge engines.

SEC. 2. The Company will post on all bulletin boards and in addition thereto will furnish semi-annually to each representative complete seniority lists, subject to correction if protested within sixty days.

ARTICLE 10

SEC. 1. Firemen shall rank on a firemen's roster from the date of their first service as firemen when called for such service, and when qualified shall be promoted to positions as engineers in accordance with the following rules:

SEC. 2. Firemen shall be examined for promotion according to seniority of the Firemen's Roster; and those passing the required examination shall be given certificates of qualification, and when promoted shall hold their same relative standing in the service to which assigned.

SEC. 3. If for any reason the senior eligible firemen are not available and a junior qualified fireman is promoted and used

EMPLOYEES' REPRESENTATION IN STEEL WORKS

in actual service out of his turn, whatever standing the junior fireman so used establishes shall go to the credit of the senior eligible firemen. As soon as the senior fireman is available he shall displace the junior fireman who shall drop back into whatever place he would have held had the senior fireman been available and the junior fireman not used.

SEC. 4. As soon as a fireman is promoted he will be notified in writing by the proper official of the Company of the date of his promotion, and unless he files a written protest within sixty days against such date he cannot thereafter have it changed. When a date of promotion has been established in accordance with regulations, such date shall be posted and if not challenged in writing within sixty days after such posting, no protest against such date shall afterwards be heard.

SEC. 5. No fireman shall be deprived of his rights to examination nor to promotion in accordance with his relative standing on the fireman's roster, because of any failure to take his examination by reason of the requirements of the company's service, by sickness, or by other proper leave of absence; provided, that upon his return he shall be immediately called and required to take examination and accept proper assignment.

SEC. 6. The posting of notice of seniority rank, as per Section (4) shall be done within ten days following the date of promotion, and such notice shall be posted on every bulletin board of the seniority district on which the man holds rank.

SEC. 7. Firemen having successfully passed the qualifying examination shall be eligible as engineers. Promotion and the establishment of a seniority date as engineer, as provided herein, shall date from the first service as engineer, when called for such service.

SEC. 8. For every two firemen promoted one engineer may be employed.

SEC. 9. The seniority date of a hired engineer shall be the date of his first service as engineer.

ARTICLE 11

SEC. 1. When the business of the Company will permit, men shall be granted a leave of absence for a period not to

AGREEMENT BETWEEN RAILWAY AND EMPLOYES

exceed ninety days and will hold their rights on the lists during such leave of absence.

SEC. 2. Men out of service on account of sickness or injury shall hold their rights on the lists.

SEC. 3. When men are laid off on account of reduction of forces they will hold their seniority rights, provided they return to work within thirty days after being notified that their services are required.

SEC. 4. Employes leaving the service of the Company will be furnished with a service letter or clearance stating term of service, capacity in which employed and the reason for leaving.

ARTICLE 12

SEC. 1. No man will be discharged until he has had a fair and impartial hearing before the proper officials. During such hearing he may be assisted by an employe of his choice. When decision is rendered if accused believes it unjust he may take up his case on appeal to the highest authority through his representative or in person. Hearings will be held within five days.

SEC. 2. If a man is suspended or discharged, and charge is not sustained, he shall be reinstated and paid for all time lost on such account.

SEC. 3. No man will be dismissed on account of unsatisfactory references after sixty days from date of employment.

SEC. 4. Men shall not be discriminated against on account of membership in, or affiliation with, any labor organization or for serving on committees.

ARTICLE 13

Any question of interpretation of this schedule which may arise will be adjusted by the officials and the representatives making same.

ARTICLE 14

The foregoing rates of pay, rules and regulations herein set forth constitute an agreement between The Colorado & Wyoming Railway Company and its Engineers, Firemen, Hostlers, Conductors, Brakemen and Yardmen, and will

EMPLOYEES' REPRESENTATION IN STEEL WORKS

take effect December 12th, 1918, and remain in effect until either side shall give to the other thirty days' notice of change or changes desired.

For the Colorado & Wyoming Railway Company

(Signed)

J. F. WELBORN,
President.

For the Engineers, Firemen, Hostlers, Conductors, Brake-
men and Yardmen

(Signed)

C. E. GACHNAT	T. J. HICKEY	APPROVED: C. V. McLAUGHLIN,
L. VAN ZANDT	J. W. DAVIS	Vice-President, Brotherhood
A. V. SERFLING	O. S. EMERSON	of Locomotive Firemen and
		Enginemen.

GEO. H. DAY,
Acting Vice-President, Bro-
therhood of Railroad Train-
men.

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