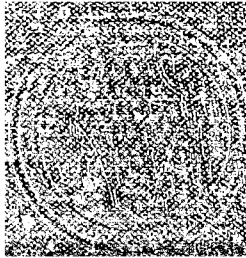


LABOR AGREEMENTS IN COAL MINES



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LABOR AGREEMENTS IN COAL MINES

A CASE STUDY OF
THE ADMINISTRATION OF AGREEMENTS BETWEEN
MINERS' AND OPERATORS' ORGANIZATIONS IN THE
BITUMINOUS COAL MINES OF ILLINOIS

BY

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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

¹The studies thus far made by the Foundation 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 employes’ co-operative association of the Filene store and its relation to management, and the present study of cases of adjustment made under the agreement between miners and operators in Illinois.

FOREWORD

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 organization 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 ques-

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tion 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 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 inter-

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ested 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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PREFACE

COAL challenges the capacity of all nations to organize their economic life. Those which lack coal, like Italy, must trade with other countries or find a substitute. Others, having an abundance, like Great Britain, Germany, Canada and the United States, must find a way to make their possible output fit their fair share in the accessible market. The accessible market is now the whole world. Possibilities of transport have changed since the days of Adam Smith, who used coal as an illustration of a product salable only in the neighborhood because it could not be moved.

Because the possible output of mines already opened in all the countries of abundant supply exceeds the demand of users, human relations between nations and between employer and employe are strained, often to the breaking point. Coal becomes easily a political issue, both national and international. In the mines strikes ensue, arising out of the contest over rates of pay, the miners seeking to compensate for irregular employment by higher wages and the operators opposing higher wages and seeking to reduce rates or lengthen hours because their profits are already rendered precarious by uncertain sales. The public in the end pays higher prices for all products into which the uses of coal enter, and suffers besides the inevitable results of friction between groups in industry. Mean-

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while a great national resource, essential to economic life, is wasted.

To organize the coal industry on an enduring basis demands consideration of the interests of all groups involved. The primary groups are the miners and the mine owners. These must find a way to adjust their differences in the light of their responsibility to serve the consumer. This responsibility includes the proper conservation of coal. Adjustments made by force, with one side or the other temporarily more powerful, cannot endure. The balance of power changes with the economic situation. Sometimes labor prevails, and sometimes the employer. The public, however, always suffers through settlements dictated by the stronger interest without guiding principles to which all can agree. Agreement on guiding principles can be secured only if there be such a relationship between groups as to make possible conference and negotiation in the day-to-day procedures of managing an industry.

This study of experience in the hard-won habit of co-operation in the bituminous mines of Illinois has, then, an unusual significance. If the daily grievances of miners can be adjusted for individuals and if the methods of management are thereby modified to meet the miners' fair claims, both miners and operators are being prepared for co-operation in the larger tasks of organizing the industry in the United States. After that must come the more difficult task of world organization.

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Illinois' experience has not resulted in any formula which could immediately be applied for all time without modification or negotiation even in the mines of Illinois, and certainly it could not be transplanted elsewhere. Its essence is the spirit and procedure of cooperation under changing forms. A study of human relations is never finished. As this book goes to press, miners are digging coal in Illinois. Day by day, questions about their employment must be settled. Who shall be hired? Who shall be discharged, and for what causes? Was the man's discharge fair to him? What shall be paid to the digger who has to clear away a pile of rock before he can begin to take out the coal which he is paid to dig? What adjustment should be made for the men who dig with pick and shovel, when machines take over their work?

These and innumerable questions like them arise in all the mines of the United States and in other countries, regardless of the political form of government prevailing. In Illinois, settlement is on the basis of the labor agreement drawn by representatives of the miners in their trade union in negotiation with representatives of the operators in their various associations. These written agreements embody wage scales and contain increasingly elaborate provisions which have grown out of the experience of day-to-day adjustment of grievances. This agreement, however, must be first modified in the details of its application to a district and to particular mines within that district, where conditions

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make special arrangements necessary. Thereafter, these combined agreements must be interpreted in their relation to a particular mine and miner under the conditions of a given day.

The man who believes that he has been unjustly discharged, the miner who has a particularly difficult place in which to dig coal and loses time building props for shaky roofs and taking out rocks which have fallen, has the right, after making his complaint to the superintendent, to call in the pit committee of miners which confers with the superintendent. A joint decision settles the miner's case; but if a joint decision cannot be reached, the case may be appealed step by step through the various committees established in the joint agreement. Finally, if no agreement is reached earlier, an arbitrator paid by both sides, familiar with the case after it reaches the higher joint boards of union officers and operators' commissioners, decides upon the final adjustment.

Details of the organization of these joint groups, provisions in the agreement and its particular application change from year to year. But in the slow growth since Illinois operators and miners got together for negotiation over common problems in 1898, the essential elements of doing business between miners and operators have become the accepted practice in the mining industry in Illinois. In thirty years it has become so much the custom to conduct affairs in this way that 99 per cent of the miners in the state are members

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of the union and practically all of the employers either are members of the Illinois Coal Operators' Labor Association or make separate agreements with the union. At the time of the biennial convention in Illinois in March, 1929, only one company had no agreement with the union, and that record held, despite deep-seated difficulties in the mining industry throughout the world and well-nigh overwhelming discouragement for the miners in every other state in the United States except Illinois. At that time in the soft coal industry of the United States it was only in Illinois that there had been a renewal of the agreement hitherto made on an interstate basis between the United Mine Workers of America and the operators. Illinois appeared to be the seeding ground from which a new union might develop.

Within the following twelve months, serious difficulties arose between the union organization in Illinois and the national organization, the United Mine Workers, of which it is a part. Holding that the national officers of the United Mine Workers had abrogated the constitution by not calling a biennial convention in 1929, and following the demand of the national officers that the officers of the Illinois miners relinquish the authority and possessions of the district to a provisional government set up by the national executive board, the miners of Illinois called a national convention to which delegates came from other districts in the organization. This was for the purpose of reor-

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ganizing the United Mine Workers. It resulted in the adoption of a constitution forty minutes before an amended constitution was adopted at a meeting in Indianapolis, called by the national officers. The group meeting in Illinois elected new officers, established their headquarters in Springfield and continued a contest in the courts to prevent further interference by officers whom by that time the Illinois group regarded as ex-officials. The national organization held that the new organization was an interloper. Meanwhile the courts sustained the contention of the Illinois miners in asking to be let alone to manage their own affairs.

This contest is of great importance on grounds other than the immediate personal conflicts. Its significance lies in the choice in the United Mine Workers of America between the habit of co-operation developed in the Illinois mines and the national strategy of conflict over wage scales, which has absorbed the attention of the United Mine Workers in the period since the war. The issue was clearly drawn in correspondence¹ between the president of the United Mine Workers of America and the president of the Brotherhood of Locomotive Engineers, whose members happened to own mines in West Virginia. This officer of the Brother-

¹United Mine Workers of America, official records containing correspondence between the president's office and Warren S. Stone, president of the Brotherhood of Locomotive Engineers and chairman of the Board of Directors of Coal River Collieries, 1922-1924. Pamphlet published by United Mine Workers of America, Indianapolis, September, 1924.

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hood, who was chairman of the board of the coal company, declared that the coal company wished to continue to run a union mine in the non-union district of West Virginia, but that in the competitive situation it could not continue the wage scale demanded in the interstate agreement adopted for three years beginning in 1924. To this the officers of the United Mine Workers replied that they were not concerned with the problems of coal operators in managing their mines, but they demanded the maintenance of the wage scale as required in the existing agreement. This actually resulted in the termination of working arrangements between these union men as mine owners and the miners' union.

Similarly, the union mines in Illinois had found that in maintaining the scale called for in this same agreement with the union during the period between 1924 and 1927 in the highly overdeveloped industry of coal mining they were losing business which was gained by non-union mines in other states. They declined to continue an interstate agreement when the contract of 1924 expired on March 31, 1927. There followed a period of reversion to unorganized conditions. In Illinois this proved to be intolerable both to miners and operators, and after a series of negotiations Illinois was set free to make its own agreement with the operators. This was adopted in 1928, to continue to 1931. In connection with it, the operators' associations were reorganized and both sides entered upon a new phase, in

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which the co-operative spirit was more in evidence. One heard a great deal of talk in the miners' organization about the necessity for joint effort between the union and the owners of union mines to deal with their particular problems and to mine coal efficiently and at the lowest possible cost while maintaining a fair wage scale. This spirit was further evidenced by the development of a sales company organized on the initiative of the union in Illinois to push sales of Illinois coal, winning for that purpose the co-operation of chambers of commerce and other representatives of business throughout the state. Meanwhile all arrangements for negotiation in settling disputes were continued.

The study here offered is a source book of actual cases, showing the particular dispute which led the miner to appeal to the pit committee, the course of the dispute from one committee to another, and the final decision. In order that these cases may be understood, the making of an agreement and the process of administration and enforcement are fully described. Out of each group of cases which have been selected as illustrative of some 10,000 others settled in the seventeen-year period ending in 1925, the author draws conclusions as to what might be called the accepted code of practice under the agreement in the Illinois mines. Actual cases are given under the three main heads of employment and discharge, mine management, and wages, including the large variety of

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disputes having some relation to compensation or earnings. Classified in this way, it is clearly seen that the grievances of miners arise out of policies and practices in day-to-day management. The decisions reached in adjusting them in turn modify the practice of management. The fact that miners' representatives share in these decisions and that every decision must be unanimous and joint between the two groups means that the miners are actually participating in management. It is interesting to note that even the officers of the union do not recognize in this procedure any real participation in management. They are merely seeking to secure justice for individual miners and for their group. The agreement states clearly that the right to manage the mine and the direction of the working force rest with the employer. Nevertheless, the agreement deals with many practices which are essentially matters of day-to-day management, and experience in administering it constitutes training in the functioning of the union in relation to the problems of the industry.

To dwell upon significant cases is unnecessary, as they are so fully given in the book itself. It is tempting to use a few illustrations, however. Some settlements clearly apply to one mine only and its particular conditions, showing the impossibility of covering all instances by an agreement general enough to apply to the whole country. Sometimes there is a dispute between two employes, a miner and a shot firer, for instance. Sometimes the union's representatives repre-

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mand the miners, and frequently they undertake to discipline men for incompetence or carelessness. In many instances one man's dispute becomes the miners' collective demand for him in that mine. In the old days, the whole group might have struck, but under these conditions they resort to the method of negotiation instead. Some cases merely involve agreement on facts, and the various groups appointed to deal jointly with disputes provide the possibility of joint supervision in establishing the facts. The establishment of the facts requires the miners' own understanding of their significance. Take, for instance, a so-called squeeze which occurred after working hours in one workroom, the roof of the working place lowering in such a way that it was difficult or impossible to get at the coal. There had been no sign of this during the day. The miners claimed compensation for lost tools left in the mine. The claim was denied, because the company had not removed rails, this being evidence that the company could not have foreseen the trouble. It was, however, decided to pay the miners for a third of the buried coal. Questions like this cannot be settled by formula. The fundamental problem is, who is to stand the loss due to accidents of nature. In other instances, however, it was clear that the management ought to use every care to foresee these changes in the mine and to warn the men to remove their tools. Otherwise the management becomes liable.

The authority of the foreman or superintendent is

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upheld in many instances. In one case,¹ for example, (not elsewhere quoted in this book) the decision was:

It has been agreed by the joint organization many times that where men are instructed by the management to perform work it is their duty to obey those instructions. The fact that the assistant refused to pay them made no difference, as he is not the court of last resort, and those men should therefore have done as instructed and then taken up their case for pay.

Running all through the cases is the miner's fear of lost time and lost effort, showing the way in which the overdevelopment of the mines and the uncertainty of employment affect all working relations. Under these circumstances, representatives of the miners have to accept the condition of irregular employment and merely try to insist upon an equal division of opportunity among the men in the same mine.

Particularly significant are the procedures regarding the introduction of machinery, which is progressing rapidly in all the mines of the country. Frequently cases have to be handled in which miners who have worked by hand make certain demands when machines are introduced. These cases are handled as individual instances, but at the same time the union is represented in joint commissions to deal with the general principles of introduction of machines. The union has laid down the principle that an employer is entitled only to a fair return on his investment in the mine and should share

¹Illinois Coal Operators' Association, Bulletin, February, 1923, p. 83.

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with the miner the increased productivity, demanding a rate which would result in this sharing. It should be noted, however, that the miners are frequently the losers in this contest to secure a fair return from the machine.

In Illinois, in connection with the new agreement of 1928, a joint commission was appointed to determine the method of payment to men operating machines. Mechanization is increasingly the subject of joint negotiation, both in individual instances and in general agreements in the joint commissions in that state.

Of the working of plans for arbitration and of the effect of provisions for negotiation upon the miners' supposed habit of striking too easily, the chapters of this book give interesting evidence. In general principles the procedures developed are applicable to other industries, so that the study takes on a general significance as well as its special meaning for the troubled coal industry.

One development in Illinois deserves special emphasis. It is the establishment of the State Mining Commission, which is continued year after year by special act of the legislature. Through this Commission, composed jointly of representatives of the miners' union and of the operators of the state, joint agreement is reached in advance of the introduction of any legislation affecting the mining industry. Thus the methods of negotiation regarding conditions in the mines are

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extended to deal with the relation of the state to the industry as a whole.

Thoughtful men in the miners' union today recognize that the organization faces a twofold problem: dissension within the United Mine Workers, with some traces of communistic agitation as a third party in the conflict and the economic problems of the industry as a whole. These larger problems cannot be dealt with until both miners and operators are so organized as to be able to function together in consideration of their joint interests. So long as a large part of the coal industry in the United States remains unorganized and disorganized in its human relations, this functioning for the establishment of given principles cannot be achieved, nor can there be co-operation in the elimination of waste and the conservation of coal.

In the face of this uncertain situation this study is offered as true in its details of the year 1930 and as covering also the working of union agreements in Illinois for thirty years. New history will certainly be made in the next thirty years. Its course cannot be predicted. But it is safe to say that the experience of Illinois in the past is part of the consciousness of the miners of this country; and if it can be better understood by operators and miners in fields which have not been unionized, the future policy in them may be better for the industry.

MARY VAN KLEECK,

Director, Department of Industrial Studies.

INTRODUCTION

THIS study of collective bargaining between miners and operators, as it is practiced from day to day in the soft coal industry, centers in the state where it has been longest in operation—Illinois, which is also the third largest producer of soft coal among the states. In the administration, interpretation and enforcement of the written agreement between the United Mine Workers of America and employers' associations, decisions have been made which have gradually developed into an accepted body of practices. This body of practices having to do with wage disputes, employment and discharge and other details of management as it affects employes, has become virtually an industrial code, though not recognized as such nor definitely formulated either by miners or operators. Through an analysis of recorded decisions, which was the groundwork of this investigation, it became clear that a code of agreed customs was in the making, and this book presents its main features.

The United Mine Workers of America is the national trade union of men in the mines. It includes also Canadian members, which makes it international. It is divided into districts corresponding more or less to the coal-producing states. Illinois, for instance, is District 12. It is the national organization which makes

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the basic agreements with representatives of the operators—the employers—on wages, hours and working conditions. Those are then adopted in the different districts, which have their own officers, treasuries and procedures, and which administer the agreements. Some districts, notably Illinois, have also subdistricts with their own officers.

From the beginning this study was confined to the districts comprising the so-called "Central Competitive Field," that is, Illinois, Indiana, Ohio and western Pennsylvania. The union had agreements in other sections of the country where bituminous coal mines were found, but its machinery was highly developed in these middle western states and it seemed best to concentrate attention there. Moreover, in that area Illinois was chosen for special study. Illinois, besides being the largest producing field in the section of the bituminous coal industry having agreements with the union, is also the largest in union membership, and more detailed records of collective bargaining were available there than from any other state in the Central Competitive Field.¹ Except for minor differences, the operation of the contract in Illinois was essentially the same as in Indiana, Ohio and western Pennsylvania.

¹Records of cases secured for Indiana were those kept by the president of the Indiana district of the miners' union. In Ohio they were secured from the records kept by the commissioner of the Pittsburgh Vein Operators' Association of Ohio. No records were secured for western Pennsylvania. Union officials in that district keep the records on special forms, but they do not cover a long period.

INTRODUCTION

SOURCES OF INFORMATION

The study is based primarily upon documentary material recorded in Illinois over a period of seventeen years from 1909 to 1925. This was supplemented by field investigation during the period between February, 1920 and July, 1921, and again in December, 1925 and in March, 1929. Certain important places in the coal fields of Illinois, Indiana, Ohio and western Pennsylvania were visited and several mines in each of them inspected. Interviews were held with miners and officials of the union as well as with a large number of operators and officers of operators' associations. The investigator sat through the hearings of the Bituminous Coal Commission early in 1920, appointed by President Wilson to settle the controversies arising out of the strike of November, 1919 in the soft coal industry. Meetings of miners' local unions were attended and also conventions of districts and subdistricts of the United Mine Workers. The investigator was also present at the adjudication of a number of the disputes which arise between mine managers and miners.

Part of the data was published in April, 1922 in a pamphlet entitled *The Coal Miners' Insecurity*,¹ which contained statistics of irregularity of employment in the industry, gathered as a background for the present study. The work of the investigator on the main inquiry was interrupted by his acceptance of the position

¹Bloch, Louis, *The Coal Miners' Insecurity*. Russell Sage Foundation, New York, 1922.

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of statistician of the Department of Industrial Relations of the state of California, which he entered upon in July, 1922. During the next two years he worked at intervals on the material. In the autumn of 1925 he returned to New York for intensive work on this study for three months. During this period he obtained the documentary material which covers the operation of the agreement as it was recorded in the Monthly Bulletins of Decisions of the Illinois Coal Operators' Association from 1920 to October, 1925, thus completing the analyses of these bulletins from the year 1909. In December, 1925 he visited strategic points in the mining districts of Indiana, Ohio and western Pennsylvania, having revisited Illinois on his way east in September, and through interviews secured information about significant developments that had taken place in the industry since the period of his first study.

In the four years following 1925, significant changes were in progress in the coal industry which were weakening the United Mine Workers and threatening the existence of the very relationships between the union and the operators which had been the subject of this study in the middle western states. After many uncertain months following the termination of the so-called Jacksonville Interstate Joint Agreement in the spring of 1927, a new agreement was made in Illinois in September, 1928. This fact increased the advantage of focusing the study upon that state. In March, 1929

INTRODUCTION

Mary van Kleeck, who, as director of industrial studies for the Russell Sage Foundation, had guided the inquiry in its earlier stages, went to Illinois, attended the biennial convention of the miners' union of the state and in conferences with representatives of operators and miners in Chicago and in Peoria reviewed the manuscript, revised it to conform with the current situation and added new material.

The documentary material collected in the course of the field investigations is such as cannot usually be obtained in libraries in any one place. It consists of reports, old and recent, of proceedings of national, district and subdistrict conventions of the United Mine Workers; reports of secretaries of miners' unions and operators' associations; printed and typewritten circulars issued by union officials and "insurgent" miners during the period of the "outlaw" strikes, as well as circulars issued by candidates for election in the union. In addition, a large number of recent decisions in disputes have been collected, together with the evidence taken in them by officials of operators' and miners' organizations. Some of these decisions are printed; others are typewritten or mimeographed. Among the printed decisions which are most important are the Monthly Bulletins of the Illinois Coal Operators' Association, which were analyzed from 1909 to 1925. These were supplemented by study of decisions from October, 1928, following the new Illinois agreement, to March, 1929, which have been published by the

LABOR AGREEMENTS IN COAL MINES

same association since a reorganization making it the sole representative of the operators in the state.

Accurate statistics of the actual number of disputes arising in the mines were not available for any district in the Central Competitive Field. Illinois on this point, as on others, had the most complete records. Records were also available from the reports made by the president of the Illinois district union to its conventions, first biennial and later annual. In addition there was the record contained in the Monthly Bulletins. It should be remembered that these bulletins did not include all disputes arising in the district. They did, however, comprise practically all disputes adjudicated by commissioners of the Illinois Coal Operators' Association and subdistrict presidents of the United Mine Workers of America. Disputes handled by commissioners of the two other operators' associations of Illinois, the Coal Operators' Association of the Fifth and Ninth Districts and the Central Coal Operators' Association, were not included in our statistical material. Up to about the middle of 1910 practically all the companies in these two associations had held membership in the Illinois Coal Operators' Association, and in 1928 they all joined together in that organization, and the two other associations went out of existence.

In view of the importance of the Monthly Bulletin of Decisions of the Illinois Coal Operators' Association as a source of information concerning decisions reached in the more than 10,000 disputes recorded

INTRODUCTION

during the seventeen years from 1909, its scope should be more fully described. The Bulletin recorded each case handled by the commissioners who represent the operators and the executive board members of the union. The machinery of their negotiations will be described later in the study. With few exceptions the operators' commissioners reported all disputes and decisions reached to the editor of the Bulletin. The expense of printing was borne by the Association. It is the consensus of opinion of all of the union officials interviewed that this record was fair and impartial. The miners' organization published a similar bulletin with brief descriptions of disputes between the Joint Group Boards and action taken on them.

In order to test the dependability of the record in the Monthly Bulletin, which is the basis for an important part of our study, an analysis was made of identical cases as reported in the Monthly Bulletin and in the Joint Group Board bulletins published by the miners' union of Illinois. These cases were picked at random. The analysis of these and others convinces us of the substantial accuracy of the reports contained in the operators' bulletins. Their greater detail is the reason for using the Monthly Bulletin of Decisions as our source.

Following the consolidation of the operators' associations into one in 1928, the form of the Bulletin changed. Its title became "Minutes of Meetings held in Chicago, Illinois (on specified dates) to jointly

LABOR AGREEMENTS IN COAL MINES

consider disputes and to interpret the wage contract effective September 16, 1928 between United Mine Workers of America, District No. 12 and Illinois Coal Operators' Association." It is printed as often as a meeting is held.

SCOPE OF STUDY

This, then, is a case book, offering first-hand material for the use of managers in industry, labor leaders and students of labor problems. While confined to the coal industry, the disputes recorded are fundamentally similar to the questions which arise between employer and employe in other industries. In classifying cases and discovering their common elements, the investigator has sought to show the extent to which agreement on principles and practices has been achieved.

The history of the miners' union or of the operators' associations is not within the scope of this study. The structure of these organizations will be explained in as much detail as is considered necessary to give the report the needed background for understanding the operation of collective bargaining. The content of the collective written agreement and the method of its adoption and administration will be described as a background to the case material. The influence of this trade union agreement upon the daily relations between the miners and their employers, as revealed in cases of dispute and their settlement, is the main subject of this book. How disputes are settled in the industry,

INTRODUCTION

how the provisions of the written contract are interpreted in daily practice, how the contract and its interpretations are enforced and what the effect is upon the functioning of the industry, are the principal questions to which answers have been sought.

The volume, as explained in the Foreword, is part of the series of studies of labor's participation in management, which is under way in the Department of Industrial Studies of the Russell Sage Foundation. The author is especially indebted to the late Professor Henry R. Seager of Columbia University for his careful reading of the manuscript in the course of its preparation and for his many invaluable suggestions.

APPENDICES

APPENDIX I
INTERSTATE AGREEMENTS

1. CONTRACT BETWEEN OPERATORS OF THE CENTRAL
COMPETITIVE COAL FIELD AND THE UNITED MINE
WORKERS OF AMERICA, CHICAGO, ILLINOIS, JAN-
UARY 28, 1898

The following Agreement, made and entered into in joint interstate convention in this city (Chicago, Ill.), January 26, 1898, by and between the Operators and Miners of Illinois, Indiana, Ohio and Western Pennsylvania, known as the Pittsburgh Thin Vein District, witnesseth:

1. That an equal price for mining screened lump coal shall hereafter form a base scale in all the districts above named, excepting the State of Illinois, the Block Coal District of Indiana to pay ten cents per ton over that of Hocking Valley, Western Pennsylvania and Indiana Bituminous District, and that the price of pick run of mine coal in Hocking Valley and Western Pennsylvania shall be determined by the actual percentage of screenings passed through such screen as is hereinafter provided, it being understood and agreed that screened or run of mine coal may be mined and paid for on the above basis at the option of the Operators, according to market requirements, and the Operators of Indiana Bituminous shall also have like option of mining and paying for run of mine or screen coal.

2. That the screen hereby adopted for the State of Ohio, Western Pennsylvania and the Bituminous District of Indiana shall be uniform in size, six feet wide by twelve feet long, built of flat or akron-shaped bar of not less than five-eighths of an inch surface, with one and one-fourth

LABOR AGREEMENTS IN COAL MINES

inches between bars, free from obstructions, and that such screen shall rest upon a sufficient number of bearings to hold the bars in proper position.

3. That the Block Coal District of Indiana may continue the use of the diamond screen of present size and pattern with the privilege of run of mine coal, the mining price of which shall be determined by the actual screenings, and that the State of Illinois shall be absolutely upon a run of mine system, and shall be paid for on that basis.

4. That an advance of ten cents per ton of 2,000 pounds for pick-mined screened coal shall take effect in Western Pennsylvania, Hocking Valley and Indiana Bituminous Districts, on April 1, 1898, and that Grape Creek, Ill., and the Bituminous District of Indiana shall pay forty cents per ton run of mine coal from and after same date, based upon sixty-six cents per ton screened in Ohio, Western Pennsylvania and the Indiana Bituminous District, same to continue in force until the expiration of this contract.

5. That on and after April 1, 1898, the eight-hour work day, with eight hours' pay, consisting of six days per week, shall be in effect in all the districts represented, and that uniform wages for day labor shall be paid the different classes of labor in the fields named, and that internal differences in any of the states or districts, both as to prices or conditions, shall be referred to the states or districts affected for adjustment.

6. That the same relative prices and conditions between machine and pick mining that have existed in the different states shall be continued during the life of this contract.

7. That present prices for pick and machine mining and all classes of day labor shall be maintained in the competitive states and districts until April 1, 1898.

8. That the United Mine Workers' organization, a

INTERSTATE AGREEMENTS

party to this contract, do hereby further agree to afford all possible protection to the trade and to other parties hereto against any unfair competition resulting from a failure to maintain scale rates.

9. That this contract shall remain in full force and effect from April 1, 1898, to April 1, 1899, and that our next annual interstate convention shall convene in the City of Pittsburgh on the third Tuesday in January, 1899. Adopted.

Committee on behalf of

Operators:

Illinois—

J. H. GARAGHTY

E. T. BENT

Indiana Bituminous—

W. S. BOGLE

Indiana Block—

C. B. NIBLOCK

Pennsylvania—

J. C. DYSART

F. M. OSBORNE

Committee on behalf of

Miners:

Illinois—

J. M. HUNTER

W. D. RYAN

Indiana Bituminous—

W. G. KNIGHT

J. H. KENNEDY

Indiana Block—

J. E. EVANS

Ohio—

W. E. FARMS

T. L. LEWIS

Pennsylvania—

PATRICK DOLAN

EDWARD MCKAY

West Virginia—

H. STEPHENSON

FRED DILCHER

JOHN FAHY

HY. STEPHENSON

EDWARD MCKAY

J. H. KENNEDY

W. D. RYAN

LABOR AGREEMENTS IN COAL MINES

Members National Executive Board U. M. W. of A.

W. C. PEARCE, Secretary-Treasurer

M. D. RATCHFORD, President

JOHN MITCHELL, Vice-President

INSIDE DAY WAGE SCALE FOR AN EIGHT-HOUR DAY

Columbus, Ohio, March 10, 1898.

The following resolution was adopted at a meeting of the Scale Committee of the Interstate Convention, January 28, 1898:

Resolved, That two operators and two miners from each state meet at Columbus, Ohio, on the second Tuesday in March (or March 8), 1898, at the Chittenden Hotel, to formulate a uniform day work scale, based upon the districts upon which the mining prices are based.

In accordance therewith, the representatives of the various competitive districts met at the Chittenden Hotel, Columbus, Ohio, March 8, and agreed upon the following scale of wages and conditions to govern all inside day labor for the year beginning April 1 next and ending April 1, 1899:

INSIDE DAY WAGE SCALE

Tracklayers	\$1.90
Tracklayers' helpers	1.75
Trappers75
Bottom cagers	1.75
Drivers	1.75
Trip riders	1.75
Water haulers	1.75
Timbermen, where such are employed	1.90
Pipemen, for compressed air plants	1.85
Company men in long-wall mines of third-vein district, Northern Illinois	1.75
All other inside day labor	1.75

INTERSTATE AGREEMENTS

The above scale was arrived at by taking the average of the wages paid in all of the competitive districts and reducing said average to an eight-hour day, then adding the advance to said average to correspond with the advance in price of mining to be paid April 1, next.

Resolution I

The above schedule of day wages applies only to men employed in the performance of their labor, and does not apply to boys, unless they can do, and are employed to do a man's work.

Resolution II

Whereas, We have failed to agree upon a uniform rate of wages for the different classes of outside labor for the entire competitive field, owing to the variations of conditions over which we have no control;

Resolved, That the employing of outside day laborers around the mine, and wages to be paid the same, shall be left entirely to the employers, and such employes in all the competitive districts, and the question of uniform wages for outside labor be referred to our next Interstate Joint Convention.

Resolved, That where any members of the present force of outside labor in the competitive field prefer to work in the mine in preference to accepting the wages offered for their services as outside day laborers, they shall be given places in the mine to mine coal.

Resolution III

Resolved, That an eight-hour day means eight hours' work in the mine at usual working places for all classes of inside day labor. This shall be exclusive of the time required in reaching such working places in the morning and departing from the same at night.

LABOR AGREEMENTS IN COAL MINES

Regarding drivers, they shall take their mules to and from stables, and the time required in so doing shall not include any part of the day's labor, their work beginning when they reach the change at which they receive empty cars, but in no case shall the driver's time be docked while he is waiting for such cars at the point named.

Resolution IV

Resolved, That when the men go into the mine in the morning they shall be entitled to two hours' pay whether or not the mine works the full two hours. But after the first two hours, the men shall be paid for every hour thereafter by the hour, for each hour's work or fractional part thereof. If for any reason the regular routine work cannot be furnished the inside labor for a portion of the first two hours, the operators may furnish other than regular labor for the unexpired time.

The above was agreed to after the most careful discussion of each item, and we believe it to be the best and most equitable solution of the questions involved, taking into consideration the various interests to be harmonized in order to reach a uniform scale.

It is expected that all the prices and conditions shall be strictly adhered to by both operators and miners.

S. M. DALZELL,
Chairman Committee.

T. L. LEWIS,
Secretary.

Committee on behalf of
Operators:

Illinois—

S. M. DALZELL
A. J. MOORSHEAD

Committee on behalf of
Miners:

Illinois—

JOHN M. HUNTER
W. D. RYAN

INTERSTATE AGREEMENTS

Indiana—

J. M. McCLELLAND

P. H. PENNA

Indiana Block—

W. W. RISHER

Ohio—

J. S. MORTON

W. J. MULLINS

Pennsylvania—

G. W. SCHLUDERBERG

JNO. A. O'NEAL

Indiana—

J. H. KENNEDY

W. G. KNIGHT

Indiana Block—

BARNEY NAVIN

Ohio—

W. E. FARMS

T. L. LEWIS

Pennsylvania—

P. DOLAN

WM. WARNER

On behalf of the U. M. W. of A.:

M. D. RATCHFORD, President

W. C. PEARCE, Secretary

2. INTERSTATE AGREEMENT ENTERED INTO MARCH 30, 1912, CLEVELAND, OHIO, FOR TWO YEARS ENDED MARCH 31, 1914, COVERING PRICES AND CONDITIONS OF MINING IN WESTERN PENNSYLVANIA, OHIO, INDIANA AND ILLINOIS.

The following agreement, made and entered into this 30th day of March, 1912, covering the prices and conditions of mining in Western Pennsylvania, Ohio, Indiana and Illinois for the two years ending March 31, 1914, to wit:

First—That the price for mining be increased five cents per ton on inch and a quarter screened lump coal, pick mining, in Western Pennsylvania thin vein, the Hocking, the basic district of Ohio, and both Block and Bituminous districts of Indiana; and three cents per ton on mine-run coal, pick mining, in the Bituminous District of Indiana and Illinois.

Second—That the price for machine mining be increased four cents per ton on screened lump coal in Western Penn-

LABOR AGREEMENTS IN COAL MINES

sylvania thin vein, the Hocking, the basing district of Ohio; four cents per ton on screened lump coal in the Block and Bituminous districts of Indiana, and three cents per ton on mine-run coal in the Bituminous District of Indiana and Illinois.

Third—That internal differences be referred for adjustment to the various districts affected, it being understood that nothing shall be done in district or subdistrict conventions that will increase the cost of production or reduce the earning capacity of the men.

Fourth—That the inside day wage scale shall be advanced 5.26 per cent, with the conditions of the Columbus Day Wage Scale of 1898.

Fifth—That all narrow, dead work and room turning and outside day labor shall be paid a proportionate advance with the pick mining rate, viz., 5.26 per cent.

Sixth—That the screen hereby adopted for the states of Ohio, Western Pennsylvania and the Bituminous District of Indiana, shall be uniform in size, six feet wide by twelve feet long, built of flat or akron-shaped bar, of not less than $\frac{3}{8}$ of an inch surface, with $1\frac{1}{4}$ inches between bars, free from obstruction, and that such screen shall rest upon a sufficient number of bearings to hold the bars in proper position.

Seventh—That the Block Coal District of Indiana may continue the use of the diamond bar screen, the screen to be of 72 feet superficial area, of uniform size, and $1\frac{1}{4}$ inches between the bars, free from obstruction, and that such screen shall rest upon a sufficient number of bearings to hold the bars in proper position.

Eighth—The above scale is based on an eight-hour day, as defined by the Columbus Day Wage Scale of 1898.

Ninth—That there shall be no discrimination by the coal companies in the employment of mine workers on ac-

INTERSTATE AGREEMENTS

count of creed, color or nationality, or because of activity
in matters affecting the organization.

Western Pennsylvania

For United Mine Workers:

**FRANCIS FEEHAN
VAN BITTNER
ROBERT WOOD**

For Operators:

**G. W. SCHLUDERBERG
W. W. KEEFER**

Ohio

For United Mine Workers:

**JOHN MOORE
G. W. SAVAGE**

For Operators:

**E. A. COLE
C. E. MAURER
Per M. D. RATCHFORD**

Indiana

For United Mine Workers:

**W. D. VAN HORN
CHARLES FOX
LAWRENCE GARRIGUS
GEORGE PHILLIPS**

For Operators:

**HUGH SHIRKIE, Vice-President
P. H. PENNA, Secretary**

Illinois

For United Mine Workers:

**J. H. WALKER
DUNCAN McDONALD**

LABOR AGREEMENTS IN COAL MINES

Illinois Coal Operators' Association:

H. N. TAYLOR, President

F. C. HONNOLD, Secretary

5th and 9th District Association:

R. W. ROPIEQUET, President

FRANK T. FINE, Secretary

J. C. KOLSEM, Chairman Joint Convention

EDWIN PERRY } Secretaries

C. L. SCROGGS }

United Mine Workers of America:

JOHN P. WHITE, President

EDWIN PERRY, Secretary

3. (a) INTERSTATE AGREEMENT ENTERED INTO MARCH 9, 1916, NEW YORK, FOR TWO YEARS ENDED MARCH 31, 1918

The following agreement made and entered into this 9th day of March, 1916, covering prices and conditions of mining in Western Pennsylvania, Ohio, Indiana and Illinois for the two years beginning April 1st, 1916 and ending March 31st, 1918, to-wit:

First, all coal shall be weighed and paid for on a mine-run basis, except that the Block Coal District of Indiana shall continue upon the present screen coal basis, and that the pick mining rate therein be advanced 5 cents per ton and machine mining 4 cents per ton.

Second, the pick mining rate in the thin vein district of Western Pennsylvania shall be 67.64 cents per ton and in the Eastern Ohio, Hocking, Cambridge and Amsterdam-Bergholz districts of Ohio the mining rate shall be 67.64 cents per ton, and throughout the balance of Ohio the pick mining rate shall be advanced 3 cents per ton unless otherwise agreed to in joint conference by operators and miners

INTERSTATE AGREEMENTS

in any of the subdistricts or scale districts within the state; and in the bituminous district of Indiana 64 cents per ton and in Danville district of Illinois 64 cents per ton.

Third, machine mining in the thin vein district of Western Pennsylvania 50 cents per ton; in Ohio 50 cents per ton; in the bituminous district of Indiana, chain machine mining 52 cents per ton and punching machines 54 cents per ton; in the Danville district of Illinois 54 cents per ton.

Fourth, all day labor, dead work, yardage and room turning advanced five per cent on existing prices.

Fifth, an eight-hour day means eight hours' work in the mine at usual working places for all classes of inside day labor. This shall be exclusive of the time required in reaching such working places in the morning and departing from the same at night.

Drivers shall take their mules to and from stables, and the time required in so doing shall not include any part of the day's labor, their work beginning when they reach the change at which they receive empty cars, but in no case shall the driver's time be docked while he is waiting for such cars at the point named.

When the men go into the mine in the morning they shall be entitled to two hours' pay, whether or not the mine works the full two hours. But after the first two hours the men shall be paid for every hour thereafter by the hour, for each hour's work or fractional part thereof. If for any reason the regular routine work cannot be furnished the inside labor for a portion of the first two hours the operators may furnish other than the regular labor for the unexpired time.

Sixth, all internal differences are hereby referred to the various districts for settlement with the understanding that only by mutual consent shall anything be done in subdistrict, district or wage scale conventions that will

LABOR AGREEMENTS IN COAL MINES

increase the cost of production or decrease the earning capacity of the men. All rules now incorporated in existing contracts shall remain in force unless changed by agreement between operators' and miners' representatives.

Seventh, all district organizations herein represented shall take up the question of preparation of coal and adopt such rules and regulations with proper penalties as will best suit the condition of each district herein represented.

Eighth, a joint commission of three miners and three operators shall be appointed by the two organizations (Illinois miners' and operators' associations) who are hereby given authority to establish the proper machine mining rates in the long wall mines of Northern Illinois without regard to existing machine differentials.

Resolved, that an interstate joint conference be held prior to April 1st, 1918; the time and place of holding such meeting is referred to a committee of two operators and two miners from each state herein represented, together with the International officers of the United Mine Workers' organization.

For United Mine Workers:

Western Pennsylvania:

VAN BITTNER
F. P. HANAWAY

Ohio:

JOHN MOORE
G. W. SAVAGE

Indiana Bituminous:

JOHN P. WHITE
FRANK J. HAYES
WM. GREEN

INTERSTATE AGREEMENTS

Indiana Block:

LAWRENCE BRAMLETT
ED. HAVERKAMP

Illinois:

FRANK FARRINGTON
FRANK HEPPERLY

For Operators:

Western Pennsylvania:

J. A. DONALDSON
GEO. W. SCHLUDERBERG

Ohio:

S. H. ROBBINS
C. E. MAURER

Indiana Bituminous Coal Operators' Association:

P. H. PENNA
M. L. GOULD

Indiana Block:

WM. M. ZELLER

Illinois:

C. M. MODERWELL
H. C. PERRY

United Mine Workers of America:

JOHN P. WHITE, President
FRANK J. HAYES, Vice-President
WM. GREEN, Secretary
J. C. KOLSEM, Chairman
WM. GREEN, Secretary of Joint Conference

LABOR AGREEMENTS IN COAL MINES

3. (b) AMENDMENT TO THE AGREEMENT OF 1916-1918, ENTERED INTO BY THE INTERSTATE JOINT CONFERENCE, NEW YORK, APRIL 17, 1917

1st. That pick and machine mining be advanced ten cents per ton in the states and districts comprising the central competitive field and that the screen coal mining price in the Block Coal Field of Indiana be advanced in proportion to the mine-run prices herein agreed to.

2nd. That all day labor now receiving \$2.98 and \$3.00 per day be advanced to \$3.60 per day.

3rd. That monthly men and all other classes of labor employed in and around the mine be advanced sixty (60) cents per day except as follows:

Trappers shall receive \$1.90 per day, and all boys now receiving \$1.57 per day or less shall be advanced to \$1.90 per day.

No advance shall be paid on dead work or yardage.

This advance shall become effective April 16, 1917, and continue until March 31, 1918:

For U. M. W. of A.:

Western Pennsylvania:

PHILIP MURRAY
THOMAS R. METCALF

Ohio:

JOHN MOORE
G. W. SAVAGE

Indiana Bituminous:

EDWARD STEWART
WILLIAM MITCH

Indiana Block:

ED HAVERKAMP
JAMES J. MCKINNEY

INTERSTATE AGREEMENTS

Illinois:

FRANK FARRINGTON

HARRY FISHWICK

JOHN P. WHITE, President

FRANK J. HAYES, Vice-President

WILLIAM GREEN, Secretary

For the Operators:

Western Pennsylvania:

J. A. DONALDSON

T. W. GUTHRIE

Ohio:

S. H. ROBBINS

MICHAEL GALLAGHER

Indiana Bituminous:

P. H. PENNA

J. K. DERING

Indiana Block:

JOHN CHESTERFIELD

Illinois:

E. T. BENT

H. C. PERRY

J. C. KOLSEM, Chairman

WILLIAM GREEN, Secretary

(Of Joint Conference)

3. (c) SUPPLEMENTAL AGREEMENT TO THE AGREEMENT OF 1916-1918, ENTERED INTO BY THE INTERSTATE JOINT CONFERENCE, WASHINGTON, D. C., OCTOBER 6, 1917

The following agreement, supplemental to the existing Interstate and District Agreements, is entered into with

LABOR AGREEMENTS IN COAL MINES

the hope and belief that the advance in wages will result in an increased production of coal and the abolition of local strikes.

It is agreed—

1st. That the mining prices for mining mine-run coal, pick and machine, in the present contract be advanced 10 cents per ton.

In the Block Coal Field of Indiana the screen coal price to be advanced $12\frac{1}{2}$ cents per ton.

2d. That all day labor and monthly men except trappers and other boys be advanced \$1.40 per day. Trappers to be advanced 75 cents per day. Boys now being paid more than \$1.90 per day and less than men's wages shall be advanced \$1.00 per day.

3d. That all yardage, dead work and room turning be advanced 15 per cent.

4th. Subject to the next biennial convention of the United Mine Workers of America, the Mine Workers' representatives agree that the present contract be extended during the continuation of the war, and not to exceed two years from April 1, 1918.

Whereas, Stoppage of work in violation of the agreement has become so serious as to menace the success and perpetuity of the U. M. W. of A. and our joint relations, this conference instructs the respective district executive boards to meet the operators in their various districts for the purpose of agreeing on a penalty clause where none now exists, and if necessary meet to amend and strengthen existing clauses so as to make the penalty more effective in preventing strikes and violations of agreements.

All fines provided for in all agreements shall be automatically collected, and any operator failing to collect and forward to proper parties such fine shall pay a penalty of \$2.00 for each employe subject to be fined, the same to

INTERSTATE AGREEMENTS

be collected and retained in the miners' district organization. And in no case shall any fine be refunded except by mutual agreement of the accredited representatives of the operators and miners.

It is further agreed that where any employe enters suit in the civil courts to recover any fine collected in accordance herewith the district organization shall reimburse the operator for expense incurred on account of such suit.

The agreement is subject to and will become effective only on the condition that the selling price of coal shall be advanced by the United States Government sufficient to cover the increased cost in the different districts affected, and will take effect on the first day of the pay period following the order advancing such increased prices.

Operators:

Signed:

Illinois:

JOHN P. REESE
E. T. BENT

Indiana Bituminous Coal Operators' Association:

W. J. FREEMAN, President
P. H. PENNA, Secretary

Ohio:

S. M. ROBBINS
MICHAEL GALLAGHER

Pennsylvania:

J. A. DONALDSON
J. W. GUTHRIE

Miners:

FRANK FARRINGTON
HARRY FISHWICK

LABOR AGREEMENTS IN COAL MINES

ED. STEWART
WM. MITCH
JOHN MOORE
G. W. SAVAGE
PHILIP MURRAY
ROBERT T. GIBBONS
JOHN P. WHITE, President
FRANK J. HAYES, Vice-President
WM. GREEN, Secretary

4. AGREEMENT BETWEEN REPRESENTATIVES OF COAL OPERATORS AND MINERS OF OHIO, INDIANA AND WESTERN PENNSYLVANIA, ENTERED INTO FEBRUARY 19, 1924, JACKSONVILLE, FLORIDA, FOR THREE YEARS FROM APRIL 1, 1924 TO MARCH 31, 1927

1. This Joint Conference of Operators and Miners of Illinois, Indiana, Ohio and Western Pennsylvania, as now constituted, hereby reaffirms the wage scale contracts now existing between the United Mine Workers of America and the coal operators whose interests are represented in this conference, and hereby extends the same for a period of three years, from April 1, 1924, to March 31, 1927, in all of their terms, provisions and conditions. It is understood the execution of this Inter-State Agreement extends without further negotiations the District and Subdistrict Agreements now in effect in the districts affected.

2. That an Inter-State Joint Conference of the Central Competitive Field shall assemble the second Monday in February, 1927, at Miami, Florida, and the President of the United Mine Workers of America and the Chairman of this Joint Inter-State Conference are authorized and instructed to send out notices at the proper time as to the assembling of the Conference.

INTERSTATE AGREEMENTS

For the Operators:

RICE MILLER
H. C. PERRY
P. H. PENNA
HUGH SHIRKIE
S. H. ROBBINS
J. R. BIDDLE
J. A. DONALDSON
WILLIAM HENDERSON

For the Mine Workers:

FRANK FARRINGTON
HARRY FISHWICK
JOHN HESSLER
WILLIAM MITCH
LEE HALL
WILLIAM ROY
P. T. FAGAN
WILLIAM HARGEST

Officers of the Joint Conference:

MICHAEL GALLAGHER, Chairman
WILLIAM GREEN, Secretary
EZRA VAN HORN, Assistant Secretary

International Officers of the United Mine
Workers of America:

JOHN L. LEWIS, President
PHILIP MURRAY, Vice-President
WILLIAM GREEN, Secretary-Treasurer

APPENDIX II
AGREEMENTS IN DISTRICT 12, UNITED MINE
WORKERS OF AMERICA

DISTRICT AGREEMENT FOR TWO YEARS ENDED MARCH 31,
1914, BETWEEN OPERATORS IN THE STATE OF ILLINOIS
AND DISTRICT 12, UNITED MINE WORKERS OF AMERICA,
WITH NOTES SHOWING DIFFERENCES IN AGREEMENT FOR
THREE YEARS ENDED MARCH 31, 1927¹

The prices for pick mined coal, per ton of 2,000 pounds,
throughout the State of Illinois shall be as follows:

1912-1914 1924-1927²

FIRST DISTRICT

Streator, Cardiff, Clark City, Fairbury and
associated mines, including Toluca thick
vein -----\$0.70 \$1.17

(Note.—The matter of the clay parting
at Streator to be referred [to subdistrict
convention for adjustment].)³

¹Taking the 1912-1914 agreement as a basis, we have compared it with the agreement of 1924-1927 and indicated the differences and the date of each change. When the differences are slight, they are shown in footnotes; if substantial, they are inserted in their proper places in indented paragraphs. Material omitted is enclosed in brackets. Changes in punctuation are not indicated, nor is reference made to provisions introduced into or eliminated from agreements between 1914 and 1924 which do not appear in 1912-1914 or 1924-1927.

²Prices for pick-mined coal in the agreement of 1924-1927.

³In agreement of 1917, "back for local settlement" is substituted.

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Third vein and associated mines, including third vein at Streator, including twenty- four inches of brushing-----	\$.90	\$1.37
Wilmington and associated mines, includ- ing [Cardiff long wall and] ¹ Bloomington thin vein, including brushing-----	.95	1.42

The following was added in the agreement of 1914-1916:

(NOTE.—In Bloomington where a miner takes a new branch and there is an open space of two feet cleaned up along the face it shall be considered in good working condition. When soapstone is loaded in accordance with specifications provided in Bloomington local agreement and weighs either under or over 4,000 pounds, it shall be paid for at its actual weight on a pro rata basis of 27 cents for 4,000 pounds.)

Cherry, Bureau County, middle vein (Saint Paul Coal Co.)-----	.70	1.17
Bloomington, thick vein-----	.85	1.32
Pontiac, including twenty-four inches of brushing -----	.95	1.42
Pontiac, top vein-----	.70	1.17

The following was added in the agreement of 1917:

(NOTE.—That a committee of two on each side be appointed to take up the matter of compensation which the men say they have not been paid at the Pontiac mine and which should have been applied on the six cents paid for clay slips and horsebacks, with power to adjust the dispute.)

¹Omitted in agreement of 1917.

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	1912-1914	1924-1927
Marseilles	\$1.23	\$1.68
Morris, long wall, Wilmington conditions	1.12	1.59
Morris, room and pillar.....	1.27	1.74
Seneca, long wall. (See local agreement) --	1.05	1.52

The following was inserted in the agreement of 1914-1916:

(NOTE.—It is agreed there shall be in the record the old stipulation, the right to take up for investigation and adjustment the rate at Seneca on a showing that conditions have changed.)

The following was added in the agreement of 1917:

The committee appointed to consider the dispute at Pontiac shall also take up the Seneca question as to whether or not conditions have changed.

Cornell, long wall, third vein conditions...	.90	1.37
Cornell, room and pillar.....	.78	1.25

SECOND DISTRICT

Danville, Westville, Grape Creek and associated mines in Vermillion County.....	.61	1.08
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THIRD DISTRICT

Springfield, Dawson and associated mines..	.617	1.087
Lincoln and Niantic.....	.65	1.12
Colfax65	1.12

FOURTH DISTRICT

Mines on C. & A. south of Springfield, to and including Carlinville; including

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Taylorville, Pana, Tower Hill, Litchfield, Hillsboro, Witt (Paisley), Divernon, Pawnee and Nokomis ¹ -----	\$.61	\$ 1.08
Assumption, long wall, including twenty-four inches of brushing-----	0.775	1.34
[Assumption, upper vein, including twenty-four inches of brushing-----	.96] ²	
Moweaqua, room and pillar-----	.65	1.12
Decatur, long wall, present conditions----	.76	1.23
Decatur, room and pillar-----	.70	1.17

FIFTH DISTRICT

Glen Carbon, Belleville and associated mines, to and including Percy, Pinckneyville, Willisville and Nashville-----	.61	1.08
Coal five feet and under-----	.66	1.13

SIXTH DISTRICT

DuQuoin, Odin, Sandoval, Centralia and associated mines-----	.57	1.04
Salem and Kinmundy-----	.62	1.09

SEVENTH DISTRICT

Mt. Vernon-----	.62	1.09
Jackson County-----	.57	1.04

(All coal five feet and under, five cents extra per ton; this [is]³ not to apply to lower bench nor rolls or horsebacks.)

Lower bench, Jackson County, for shipping mines, miners to carry fourteen inches ³ brushing-----	.70	1.17
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¹In agreement of 1914-1916, "and Kincaid" is added.

²Omitted in agreement of 1914-1916.

³In agreement of 1914-1916, "of" is inserted.

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Saline, White and Gallatin County-----	\$.57	\$1.04
Williamson and Franklin County-----	.57	1.04

EIGHTH DISTRICT

Fulton and Peoria Counties, thin or lower coal (third vein conditions)-----	\$0.90	\$1.37
Fulton and Peoria Counties, No. 5 vein---	.68	1.15
Astoria, No. 5 vein (Fulton and Peoria Counties conditions) -----	.68	1.15
Fulton and Peoria Counties, No. 6 vein (with Kewanee and Etherly conditions, undercutting and wedging the coal; and if they cannot obtain members of the U. M. W. of A. to mine the coal under these terms and conditions, it shall be the privilege of the operators to call for a meeting of the joint executive boards of the miners and operators, and said joint executive boards shall fix a rate for shooting coal in that seam)-----	.77	1.24

Gilchrist, Wanlock, Cable¹ Sherrard and Silvis mines and Ellisville, seventy-two cents² per ton, with last year's conditions.³ In case of deficient work, where miner and mine manager cannot agree as to compensation, the mine committee shall be called in, and, if they cannot agree, the dispute shall be carried up under the Thirteenth Clause of the present scale.

¹In agreement of 1917, "and" is inserted.

²In agreement of April 1, 1920, this is "\$1.19".

³In agreement of 1914-1916, "except as herein provided" is added.

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Kewanee, Etherly and Wyoming-----	\$.77	\$1.24
Pekin, shipping mines only-----	.68	1.15

NINTH DISTRICT

Mount Olive, Staunton, Gillespie, (Clyde), ¹ Sorento, Coffeen and Worden, and mines on the Vandalia line as far east as and including Smithboro, and on the B. & O. S. W. as far east as (Buxton) ² -----	\$0.61	\$1.08
Coal five feet and under-----	.66	1.13

CONTRACT BASED ON EXISTING MINING LAWS

First. This contract is based upon existing mining laws and neither party to the same shall initiate or encourage the passage of laws³ that would in any manner affect the obligation of this contract or abrogate any of the provisions unless such proposed laws be mutually agreed to by the parties hereto, or be recommended by the Mining Investigation Commission appointed under the laws of the State of Illinois, the parties hereto agreeing to unite in securing the continuance of such Commission during the life of this agreement.⁴

EMPLOYES EXEMPTED FROM JURISDICTION OF

U. M. W. OF A.

Second. No scale of wages shall be made by the United Mine workers for mine manager, mine manager's assistant

¹In agreement of 1914-1916, "Benld" is substituted.

²In agreement of 1914-1916, "Beckemeyer" is substituted.

³In agreement of 1914-1916, "pertaining solely to the mining industry" is inserted.

⁴In agreement of 1914-1916 the following is added: "The foregoing does not apply to proposed legislation relating to the industries of the state in general."

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or assistants, not to exceed three (3) in Class "A" mines, top foreman, company weighman, boss drivers, night boss, head machinist, head boilermaker, head carpenter, head electrician, and night watchman. The authority of the operator to hire and discharge may be delegated to the mine manager, top foreman, boss driver and night boss. The term "assistant" shall apply only¹ to such as are authorized to act in that capacity.

The following was inserted in the agreement of 1914-1916:

In mines of large capacity or large area, or where gas is generated in dangerous quantities, or other dangerous conditions exist, the right to hire additional assistants shall be recognized. In the event of a dispute arising in regard to the employing of such additional assistants, the matter shall be taken up as provided in Section Thirteen of this agreement. Where assistants persistently do work for which a scale is made, except in emergency where members of the U. M. W. of A. are not available, they shall be deposed.

The night watchman shall be exempt when employed in that capacity only. The terms "head carpenter," "head electrician" and "head machinist" shall apply only to such as have general charge of carpentry, electrical or machine work at [two]² or more mines, or at [one mine and]³ one or more washing plants.

NO MARKET RESTRICTION⁴

Third. Any operator paying the scale rate of mining and day labor under this agreement, shall at all times be at liberty to load any railroad cars whatever, regardless of

¹In agreement of 1914-1916 the phrase is "shall only apply."

²In agreement of August 16, 1920, "one" is substituted.

³Omitted in agreement of April 1, 1920

⁴In agreement of 1914-1916, the word is "Restrictions."

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their ownership, with coal, and sell and deliver such coal in any market and to any person, firm or corporation that he may desire.

QUALITY OF MINE-RUN COAL

PUSHING COAL BY MINERS PROHIBITED

Fourth. The scale of prices for mining per ton of two thousand pounds, run-of-mine coal herein provided for, is understood in every case to be for coal practically free from slate, bone and other impurities, loaded in cars at the face, weighed before screening, and that the practice of pushing coal by [the]¹ miners shall be prohibited.

The following was inserted in the agreement of 1917:

In panel and room and pillar work the operator shall deliver and the miners shall accept the empty car at the nearest switch to the man's working face from which no loaded car is pulled on the same trip with his own, but where unusual conditions make it impossible for the miner or miners loading coal in said place to push the car to the face then the company shall deliver said car to the face.

In long wall mines, under ordinary conditions, the present system of delivering empty cars shall remain unchanged, provided that in entries where there are six or more working places empty cars shall be delivered in a switch not more than three switches from the room for which they are intended.

MINING AND SHOOTING TO BE ACCORDING TO STATE MINING LAW²

Fifth. (a) Whether the coal is shot after being undercut or sheared by pick or machine, or shot without under-

¹Omitted in agreement of 1924-1927.

²In agreement of 1917 the word is "Laws."

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cutting or shearing, the miners must drill and blast the coal in accordance with the state mining law of Illinois, in order to protect the roof and timbers and in the interest of general safety. Any miner who clearly violates the letter or spirit of this paragraph may be discharged.

(b) The system of paying for coal before screening was intended to obviate the many contentions incident to the use of screens, and was not intended to encourage un-workmanlike methods of mining and blasting coal, or to decrease the proportion of screened lump, and the operators are hereby guaranteed the hearty support and co-operation of the United Mine Workers of America in disciplining any miner who from ignorance or carelessness, or other cause fails to properly mine, shoot and load his coal.

(c) That all bug dust or machine coal cuttings when practically free from impurities be loaded out with the snubbings or other coal so as to produce a merchantable Mine Run Coal.

The above does not contemplate any change in the present method of handling bug dust or machine cuttings in Franklin County, or other mines where it is necessary to load same out before shooting the coal, as a protection against explosions or fire.

Where the operator desires the bug dust loaded out separately this shall be done by the miner working in the place during his regular shift at the regular tonnage price and the company shall furnish cars promptly to load same.

(d) Wherever it is practicable the miners shall shoot the coal with two pounds of powder or less. Where a dispute arises as to the practicability of shooting the coal with two pounds of powder, such dispute shall be taken up and settled by the two organizations as provided in this contract.

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(e) It is hereby agreed that the cost of firing shots during the life of this contract shall not exceed the cost per ton for the same work during the previous contract [except insofar as the 5.26 per cent advance affects it.]¹ It is understood that this clause does not mean that the operator can avoid paying for the work actually necessary to be done by the shot firers.

It is also agreed that there shall be no shot firers in mines where coal is undercut by hand or machines, except as mutually agreed. Where conditions in the past have necessitated shot firers they will be continued; where conditions develop that they are not necessary, they can be discontinued.

(f) The shot firers shall go into the mine two hours before the regular quitting time to satisfy themselves by examination and inspection of the shots to be fired that they have been properly placed and prepared. When examining shots the shot firers shall work single; when firing shots they shall work double.

(g) The question as to whether squibs or fuse shall be used is left to the discretion of the mine manager and [the shot]¹ firers² in the respective mines where shot firers are employed. Whenever a dispute arises³ relative to the advisability of using fuse or squibs the same shall be taken up under the provisions of Section 13 hereof.

(h) Where but few miners are employed, the operator shall have the right to designate two practical miners as shot firers at the regular hour rate for time actually worked.

(i) The miners shall continue to assume all responsibility heretofore resting upon them for the care of the

¹Omitted in agreement of 1914-1916.

²In agreement of 1914-1916, "and miners" is added.

³The phrase "between mine manager, shot firers and miners" is added.

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working places and the proper character and placing of the blasting shots; and that at the small mines, where the law makes it necessary to employ an additional engineer, it will be the privilege of the operator to put on a man to act as such engineer who shall fire, or watch the plant, or do such other work as is now being done by the fireman or night watchman at the wages of third engineer; and that any shot firer can be appointed bottom bell man, to bell away shot firers; and that in case of wet holes that will not stand if charged and tamped by the miners, the shot firers will attend to charging and tamping said holes.

(j) Upon the recommendation of the joint powder commission provided for in paragraph 8 hereof the Joint Executive Boards shall have authority to recommend the use of any shot firing device and establish the regulations concerning the same; or, at its discretion, to require its use. It shall also have authority to permit the use of any mechanical device as a substitute for explosives in cases where the operator and miners locally can agree thereupon.

PENALTIES FOR LOADING IMPURITIES

Sixth. (a) In case slate, bone, clay, sulphur or¹ other impurities are sent up with the coal by a miner, it shall be the duty of whomever the company shall designate as inspector to report the same, with the estimated weight thereof, and the miner or miners so offending shall have such weight deducted from the established weight of the car and for the first offense in any given² month shall be fined fifty cents; for the second offense in the same² month he or they shall, at the option of the operator [be fined two dollars or be suspended for two working days, and for the third, or any subsequent offense in the calendar

¹In agreement of 1914-1916, "and" is substituted.

²In agreement of 1914-1916, "calendar" is inserted.

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month, or in malicious or aggravated cases for the first, or any subsequent offense, the operator may indefinitely suspend or discharge.

(b) In case of discharge for an aggravated case, as above, the inspector shall preserve the impurities in question for seventy-two hours, Sundays and legal holidays excepted; in other cases it will not be necessary to preserve the impurities. All docks must be shown where possible without restricting the output of the mine.]¹

The following was substituted in the agreement of 1914-1916:

be fined \$1.00, and for the third or subsequent offense in the same calendar month he or they may be fined \$2.00 or be suspended for not to exceed three days of mine operation.

(b) For a malicious or an aggravated case, for the first or any subsequent offense, the operator may either indefinitely suspend or discharge. A malicious or aggravated case is one in which the quantity, character or appearance of the impurities indicate that they were loaded with the intentional carelessness or wrong purpose. In case of discharge for an aggravated case, as above, the inspector shall preserve the impurities for seventy-two hours, Sundays and legal holidays excepted. All impurities subject to being docked shall be preserved for the balance of the working day, except at mines where it is impossible to do so without seriously impeding the mine. Where it is claimed by the operator that to so preserve impurities will seriously impede the output of the mine or where it is claimed by the miner that the case is not a malicious or aggravated one the question shall be taken up jointly for determination.

¹Omitted in agreement of 1914-1916.

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(c) The company weighman shall post in a conspicuous place at the pit head the names of all miners dealt with hereunder.

(d) The inspector designated by the operator,¹ provided he does not perform any work for which a scale of wages is jointly made, shall not be a member of the U. M. W. of A., and in the discharge of the duties herein specified shall not be subject to the jurisdiction of the local union or president or pit committee, and against any miner or committeeman seeking in any way to embarrass the inspector in or because of the discharge of such duties, the provisions of the miners' state constitution shall be invoked, and in addition, he shall, at the option of the operator, be suspended for two working days.

(e) In case it shall be alleged by either the local representative of the miners, or by the operator, that the inspector is not properly performing his duties hereunder, it shall be so reported to the miners' subdistrict president, who shall, within twenty-four hours after the receipt of notification, take it up with the superintendent of the company for adjudication; and, if it shall be found that the inspector is not faithfully performing such duties, he shall be discharged or transferred to other duties, as the operator may elect.

[(f) The proceeds of all fines hereunder shall be paid to the miners' subdistrict treasurer, and under no circumstances shall any such fines be remitted or refunded.]²

The following was substituted in the agreement of 1917:

(f) The proceeds of all fines collected hereunder shall be paid to the miners' Subdistrict Treasurer, and shall be accompanied by a state-

¹In agreement of 1914-1916, the following is inserted: "shall be a man of practical experience in or around the mines and."

²Omitted in agreement of 1917.

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ment, showing the check numbers and names of the miners docked, which statement shall be attested by the miners' checkweighman, and under no circumstances shall any such fines be refunded unless agreed to jointly.

The following was inserted in the agreement of 1914-1916:

The foregoing is designed to secure to the operator the loading of clean coal, while protecting the miner from any abuse of the penal provisions.

PAY DAYS AND STATEMENTS OF ACCOUNT

Seventh. The miners are to be paid twice a month in lawful money the balance due them;¹ the days of pay to be on the 15th, for the last half of the previous month, and on the 30th, for the first half of the current month; provided, that where the operator has three or more mines paid from the same office, the different mines may be paid in rotation, beginning with one day earlier and ending not more than one day later. In case the pay day herein provided for falls [up]² on Sunday or a holiday recognized by the contract, the men shall be paid the day previous.

Statements shall be issued to all employes not later than the 12th and 27th of each month, respectively. Each statement shall show specifically his account as it appears on the pay roll. No commission shall be charged for cash advanced to employes between pay days and any cash advances³ between pay days shall be at the option of the operator. Orders on the operator shall be accepted only at his option and all orders and statements shall be non-

¹In agreement of 1914-1916, the following is added: "in cash or in par checks as hereinafter provided."

²Omitted in agreement of 1917.

³In agreement of 1924-1927, "advanced" is substituted.

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negotiable, non-transferable and non-assignable and shall so distinctly state upon their face.

The following was inserted in the agreement of 1914-1916:

Upon the request of the Secretary-Treasurer of District 12, United Mine Workers of America, or a duly accredited Traveling Auditor of same, the operator shall furnish two complete identical lists of all employes who for the period of one pay have given any kind of an order on the¹ wages. One list to be furnished to the State Secretary-Treasurer of the miners' organization, the other to the Secretary of the local. If upon investigation it is found that any employe has received either from the operator or in any other way less than the face value of the order he shall be immediately dealt with by the mine workers' organization in accordance with the provisions of their state constitution, and he shall be discharged by the operator.

When an employe gives the operator two days' notice of his intent to leave his employ, he shall be entitled to and shall receive his pay, in cash or par check, within a further period of forty-eight hours; provided (in² case of a miner), he has left his place in proper shape.

The following was added in the agreement of 1914-1916:

it being understood, however, that when at the end of a contract period a large number of men shall leave the employ of the operator, the operator shall have a reasonable time in which to make up the statements and pay the men.

In case of discharge, an employe shall also be promptly paid the amount due him.

¹In agreement of 1914-1916, the word is "their."

²In agreement of 1917, "the" is inserted.

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No statement[s]¹ shall be issued except for the regular pay roll period, or except in case of a man leaving his employ or of discharge as aforesaid.

In the absence of [local]¹ agreement otherwise, men shall be paid in cash or in par check[s]¹, according to the practice at the various mines heretofore.

The following was added in the agreement of 1914-1916:

In case a change is desired by either party to the contract in the present method of paying at any mine the matter shall be taken up for adjustment and settled by the joint organizations.

POWDER—PRICE AND QUALITY

Eighth. The price for² powder, per keg shall be \$1.75,³ the same to be delivered at the face when so requested.

The following was inserted in the agreement of August 16, 1920:

The price of permissible explosives, nitro base, shall be \$3.45 per box and the price of permissible explosives, ammonia base, shall be \$3.95 per box, both to be delivered at the face when so requested.

NOTE.—The operators accept these prices for explosives under protest as these prices are below what they are entitled to under the award of the bituminous coal commission.

The miners shall purchase their powder from the operators; provided, it is furnished of standard grade and quality; and provided further, that other permissible explosives may be used when necessary for the safety of life and property

¹Omitted in agreement of 1914-1916.

²In agreement of August 16, 1920, "black" is inserted.

³"2.15" is substituted.

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—the permissible explosives shall be furnished at the same relative cost as black powder, the interest of operator and miner alike considered. In determining the powder for a mine, it shall be the purpose to select powder which shall give the best results to¹ miner and operator alike. A majority of the miners on the pay roll at any mine may file with the operator a written complaint against the powder being furnished by the operator. Such complaint must explicitly state the objection[s]² to the powder and must be signed by a majority of the miners. The operator also may file with the pit committee written notice of his desire to change the powder being furnished, stating his reasons therefor. Upon the filing of either complaint or notice, as above stated, a test shall be arranged for as soon as possible and such test shall be conducted under written regulations hereinafter provided for or the regulations may be prescribed by the joint powder commission hereinafter provided for. A joint State Powder Commission, who shall serve during the life of this agreement, shall be constituted, consisting of six members, three of whom shall be appointed by each executive board, respectively, of whom not less than one on each side shall possess technical knowledge, and all of whom shall possess either technical or practical knowledge of the use of powder in producing coal. Said Commission shall have full control of all powder tests not settled locally, as herein provided. The Commission shall be empowered to investigate the various phases of the powder question, and may negotiate with powder companies for the establishment of standard sizes of powder and the proper branding thereof. It shall be the duty of the Commission to eliminate entirely from cases of powder disputes, the participation, openly or otherwise,

¹In agreement of 1914-1916, "the" is inserted.

²Omitted in agreement of 1924-1927.

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of representatives of powder companies, and shall by all lawful and [the]¹ proper means seek to secure for both operators and miners uniform deliveries of such powder as is selected as the most suitable in any given case.

In case of a powder dispute arising at any mine as to kind of powder to be furnished under the provisions of this agreement, the dispute shall be first taken up locally by the interested parties and a local test made in order to determine whether the powder used or desired by either operators or miners is best suited or adapted for use at the mine² where the dispute arises. The local test shall be made in accordance with the following rules and regulations as nearly as possible and shall cover a sufficient time and tonnage to give the different powders tested a fair chance to determine their respective value. The powder to be tested shall be agreed upon by both parties to the controversy as being in the judgment of each best suited for use in the mine where the dispute arises, the interests of operator and miner alike considered. The kind of powder giving the best results in the opinion of the parties making the test shall be the powder used in the mine during the life of the contract unless otherwise directed by law or unless a radical change occurs in the character or conditions of the coal seam or that a change of powder is mutually agreeable to both parties.

In the conducting of any local tests the following rules shall be observed and enforced, to-wit:

Rule 1. Six members shall constitute the Committee or Commission for making any local tests, unless otherwise specifically agreed to by both operator and the miners; said committee or commission to be composed of three

¹Omitted in agreement of 1914-1916.

²In agreement of 1914-1916, this phrase is changed to "for the use of the mine."

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miners selected and authorized to represent the local and three men to likewise represent the operator. In case of additional members participating in any local test each side shall have equal representation.

Rule 2. The drilling of all holes shall be under the direct supervision of one miner and one operator, member¹ of the committee or commission, during the conducting of any test.

Rule 3. One miner and one operator, members of this committee or commission, shall prepare all cartridges and keep a record of the measurements and weights of same, the results of the shots to be figured by weights of the powder used and the condition of the coal after being shot as a basis.

Rule 4. In no case shall the members of the committee or commission who drill or supervise the drilling of the holes have any knowledge of the powder to be used, or that has been used, until after the shots have been exploded.

Rule 5. The members of the committee or commission shall tamp and fire, or have direct supervision of the tamping and firing of all shots during any test.

Rule 6. A record shall be kept, giving the measurements of the face, the number of shots fired, the amount and kind of powder used, together with the comparative condition of the place and shots.

Rule 7. The holes drilled shall be measured and inspected, when possible, by all members of the committee or commission and shall be placed as nearly as possible in the same direction and depth in order to insure as nearly as possible similar conditions and chances for the different grains or brands of powder to be tested.

Rule 8. In judging the results obtained from any test

¹In agreement of 1924-1927, "members" is substituted.

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the interests of the miner and operator alike shall be considered, and, if required by either party, a record of the tons of coal produced and the quality of same, shall be kept.

Rule 9. The committee or commission shall have the right to require the sealing of any or all full or part kegs of powder in the mines during the conducting of any test and may adopt any other rule or method to insure that no other powder than the powder used by the committee or commission will count or figure in the results obtained by any test made by them.

Rule 10. The committee or commission shall eliminate entirely the participation openly or otherwise, of men directly or indirectly representatives of any powder or powder company. In the event of a powder dispute arising, and the failure of either side to appoint its members of the committee or commission herein provided for within seven days after the complaint is filed, the State President of the organization failing to appoint its members locally shall make the appointment thereof promptly and the committee or commission so appointed shall proceed with the test as herein provided.

In case the committee or commission fails to agree after a test has been made locally, as herein provided, the said joint Powder Commission shall assume jurisdiction, and the whole data and records of the test shall be submitted to and¹ reviewed by it, and if all the conditions as above have been observed in conducting the test it shall take the matter up for final decision with power to make any further test it may deem necessary. It is understood and agreed that all the requirements of a local test as above must be complied with before the case can properly come before the Joint Powder Commission.

¹In agreement of 1914-1916, "be" is inserted.

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Said Commission may investigate shot firing devices, the merits of explosives other than powder, and the use of other mechanical agents than explosives for the production of coal, and make recommendations to the two organizations concerning the same.

It is understood that the question of package or kegs in which the powder is shipped be considered in the same way as the powder itself. That the joint powder commission will have access to the powder magazine at all times where disputes arise. That no new shipments of powder be stored on top of powder on hand, it being the intent to use the powder in the order in which it is received at the mine.

The following was inserted in the agreement of 1914-1916:

NOTE.—It is understood that the operator will not discriminate against any powder desired by the miners locally which meets the test as to grade and quality herein prescribed, provided it can be furnished at a competitive price and in sufficient quantities for the successful operation of the mine.

*The following was inserted in the agreement of
April 1, 1920:*

The question of fixing prices for explosives and cost of delivery thereof will be referred to a commission of three operators and three miners who shall have power to dispose of the matter. Present prices to remain unchanged until their report has been made, and that the price agreed upon by the joint commission shall be retroactive to April 1, 1920.

BLACKSMITHING

Ninth. The price for blacksmithing for pick mining shall be six-tenths of a cent per ton for room and pillar

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work, and twelve and one-half cents per day per man, or twenty-five cents per month for long wall work. Sharpening and drawing out picks, putting button or sumper on scraper, straightening or welding or refacing tamper when battered up, drawing out wedge, or fixing sockets when broken, shall be considered a part of blacksmithing without extra charge.

The following was inserted in the agreement of 1914-1916:

It is understood that the operator shall be responsible for tools lost or broken in the following cases:

(a) When tools are lost as the result of a squeeze and the miner has not been able to protect himself against such loss through proper care in trying to locate a safe place in his working place.

(b) When a fall occurs, for which the miner is not responsible and his tools are beyond such fall (between the fall and the working face) and the company removes its rails, machines, cars, pipes and wires, but does not remove the miner's tools.

(c) When tools are lost under or by falls as above indicated in paragraph (b) when a mine is abandoned or shut down for three or more weeks, without the operator having given the miners notice (except in case of mine explosions or fire) to remove their tools.

(d) In case of fire in a blacksmith shop wherein tools are being held for sharpening or repair.

(e) When at the instance of a mine manager or his assistant, tools are taken to be used by day men.

The operator shall provide a convenient place underground where the miners shall leave their

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tools when brought out to be sharpened or repaired and where they shall receive them when returned from the blacksmith shop. When tools are sent to the surface to be sharpened or repaired they shall be immediately taken to the blacksmith shop, and where men are not in charge of such shop, locked up. It is understood that when such a place is provided and tools are handled as herein specified, this record will have been complied with.

[OIL]¹

[Tenth. It is understood that there is no agreement as to the price of oil.]

[INSIDE DAY WAGE SCALE]¹

[Eleventh. The inside day wage scale shall be as follows:

Mine examiners to be advanced 5.26 per cent.	
Tracklayers -----	\$2.84
Tracklayers' helpers -----	2.62
Trappers -----	1.25
Bottom cagers -----	2.84
Drivers -----	2.84
Trip riders and grippers -----	2.84
Water haulers and machine haulers -----	2.84
Timbermen, where such are employed -----	2.84
Pipemen, for compressed air plants -----	2.778
Brushers in long wall mines, Third Vein and Wilmington fields, Northern Illinois -----	2.84
Other company men in long wall mines of Third Vein and Wilmington fields, Northern Illinois -----	2.62
Shot firers, per hour -----	.589
All other inside day labor -----	2.62

¹Omitted in agreement of 1914-1916.

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Provided, that all classes of underground day labor, not specified above, whose rates have been fixed locally, shall be advanced 5.26 per cent.]

*The following was substituted in the agreement of
August 16, 1920:*

INSIDE AND OUTSIDE DAY WAGE SCALE

Tenth. The inside and outside day wage shall be as follows:

Mine examiners, day or night.....	\$8.04
Tracklayers	7.50
Tracklayers' helpers	7.25

Boy trappers, spraggers, couplers and switch throwers employed elsewhere than at the bottom of the shaft or on mechanical haulage after coupled thereto..... 4.00

Couplers getting \$1.57 under agreement effective April 1, 1916, now to receive \$4.00 per day.

Boy trappers, spraggers and couplers getting \$1.64 under agreement effective April 1, 1916, now to receive \$4.59 per day.

Spraggers, couplers and switch throwers, either at the bottom of the shaft or on mechanical haulage after coupled thereto, to receive \$1.35 per day more than the rates paid October 31, 1919.

NOTE.—Those who were receiving the minimum inside day wage rate to receive an increase of \$1.50 per day.

Bottom cagers	\$7.50
Drivers	7.50
Trip riders and grippers.....	7.50
Water haulers and machine haulers.....	7.50
Timbermen, where such are employed....	7.50
Pipemen for compressed air plants.....	7.41

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Brushers in long wall mines, Third Vein and Wilmington fields, Northern Illinois	7.50
Other company men in long wall mines of Third Vein and Wilmington fields, Northern Illinois -----	7.25
Shot firers, per hour-----	1.18
All other inside day labor-----	7.25

The scale of wages now being paid outside day labor at the various mines in this state shall be the wage scale for that class of labor during the life of this agreement, with a minimum of \$6.86 per day. Firemen and stokers shall receive \$7.25.

It is understood that the payment of all bonuses is hereby abolished.

The following was inserted in the agreement of 1917:

Record adopted.—That in computing the advance on the various classes of day labor where the rate comes to \$2.982 that it be made a rate of \$3.00 and that the miners agreed to drop the fractions of a cent on all other rates, with the understanding that in computing any future increases or decreases the original base rate of the respective classes shall be used as the basis of computation, and that this shall take effect May 1, 1916.

The following was inserted in the agreement of 1914-1916:

COAL WASHERIES AND RE-SCREENING PLANTS

The U. M. W. of A. shall have jurisdiction over washeries and re-screening plants connected with the mines, except foremen, and jig men at the washeries and repair men at the re-screening plants, and the outside day rate shall apply to all such employees. The matter of overtime shall be optional with the operator. This shall only apply to companies who are parties to this contract.

LABOR AGREEMENTS IN COAL MINES

DEFINITION OF EIGHT-HOUR DAY FOR MINERS

Twelfth.¹ (a) The above scale of mining prices is based upon an eight-hour working day, and it is definitely understood that this shall mean eight hours' work at the face, exclusive of noon time, six days a week, or forty-eight hours in the week, provided the operator desires the mine to work, and no local ruling shall in any way affect this agreement, or impose conditions affecting the same.

OVERTIME FOR DAY LABOR

(b) Any class of day labor may be paid, at the option of the operator, for the number of hours and fractions thereof actually worked at an hour rate based on one-eighth of the scale rate per day. Provided, however, that when the men go into the mine in the morning they shall be entitled to two hours' pay whether the mine hoists coal two hours or not, except in the event that they voluntarily leave their work during this time without the consent of the operator, they shall forfeit such two hours' pay. Provided, further, that overtime by day laborers, when necessary to supply railroad chutes with coal by night or Sunday, where no regular men therefor are exclusively employed, or when necessary in order not to impede the operation of the mine the day following, and for work which cannot be performed or completed by the regular shift during regular hours without impeding the operation of the mine may² be performed and paid for at the same rate per hour.

The following was inserted in the agreement of 1914-1916:

DIVISION OF WORK

Twelfth. After a mine has been idle, except through strike, for a period of thirty days, the

¹In agreement of 1914-1916, this becomes "Eleventh."

²In agreement of August 16, 1920, "shall" is substituted.

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miners employed at mines in the same locality may at their option share work with those thrown idle, either by doubling up in working places or some other manner mutually agreeable; except there will be no change in men in working places oftener than every six days of operation. When a part of the miners at any mines are thrown idle, as above, for a period of six days of operation they shall be entitled to share with the balance in the work in manner provided, unless provided for otherwise.

Machine runners may share their work with runners so thrown idle, provided they are thoroughly competent to perform same, or they shall be given a place at the face.

DUTIES AND LIMITATIONS OF PIT COMMITTEE ADJUSTMENT OF DISPUTES AND GRIEVANCES

Thirteenth. (a) The duties of the pit committee shall be confined to the adjustment of disputes between the pit boss and any of the members of the United Mine Workers of America working in and around the mine, for whom a scale is made, arising out of this agreement, or any subdistrict agreement made in connection herewith, where the pit boss and said miner, or mine laborer, have failed to agree.

(b) In case of any local trouble arising at any shaft through such failure to agree between the pit boss and any miner or mine laborer, the pit committee and the miners' local president and the pit boss are empowered to adjust it; and in case of their disagreement, it shall be referred to the superintendent of the company and the miners' president of the sub-district; and, should they fail to adjust it, it shall be referred in writing to the officers of the Association and Commission concerned, and the

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State Officials of the U. M. W. of A. for adjustment. In case any such issue shall be referred to said officers of the Association and Commission and State Officials, each side to the controversy shall present to them, in writing, the question involved, and separately the alleged essential facts in the case, together with the names of witnesses to substantiate the same. In case so referred, it shall be taken up by the representatives of the said officers of the Association and Commission and the said State Officers jointly, who shall thereupon give a hearing to the local representatives of the respective parties to the dispute, and to such witnesses mentioned, as the representatives of either side may produce. After hearing the testimony and arguments, said representatives shall retire and consider the case, and shall within a reasonable time, render their decision in writing, if one is reached. Should no agreement be thus reached, said representatives shall endeavor to agree in writing as to the essential facts governing the case, and if they cannot, shall state in writing such facts as are agreed upon, together with such questions of facts as are in dispute, and in addition, the respective reasons for failing to reach a decision.

Neither party to a controversy shall have the right to appeal from any joint decision reached in accordance herewith, but such decision may be set aside by joint action of the two Executive Boards, and either Executive Board may require a reviewal of a decision by the Joint Executive Boards, and if not set aside when so reviewed, either Executive Board may protest it as a precedent. Decisions reached in accordance herewith shall govern like cases during the life of the contract, or future contracts, with like provisions, unless otherwise stipulated in writing in the decision, or, except as protested as herein provided. In case no decision of a case is reached, as last above provided, the

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dispute shall be either referred in writing to the Joint Executive Boards for adjustment or be submitted to arbitration. In the event that the Joint Executive Boards shall disagree, the dispute shall be submitted to arbitration; provided, however, that, in matters that vitally affect the interest of either organization, or vitally affect the interpretation of the contract, the dispute shall be submitted to arbitration only at the discretion of the Joint Executive Board.

[The method for arbitrating disputes hereunder shall be provided by the Joint Executive Boards, which shall secure prompt rendering of decisions in accordance with the facts presented.]¹

The following was inserted in the agreement of 1914-1916:

For the purpose of providing full and adequate machinery for the arbitration of disputes as above, a commission shall be created consisting of three representatives of the Illinois Coal Operators' Association, two representatives of the Coal Operators' Association of the Fifth and Ninth Districts of Illinois, one representative of the Central Illinois Coal Operators' Association, and six representatives of the United Mine Workers of America, to be appointed by the respective executive boards, whose duty it shall be to complete its work and put it into effect on or before June 15, 1914.² The respective organizations pledge themselves in good faith to endeavor to finally and promptly dispose of every dispute arising hereunder. Independent action may be resorted to only in matters outside of the contract relations; or when the other party to the dispute refuses to submit it to arbitration.

¹Omitted in agreement of 1914-1916.

²Effective date changed in succeeding agreements to correspond with contract year.

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The intent of the foregoing is to obviate the necessity of independent action by either party and to avoid the delay in disposing of disputes existing in the past.

No decision reached hereunder by the authorized representatives of the two organizations shall be reviewed, modified, or set aside, except as provided herein.

The officers of the respective organizations may, from time to time jointly prescribe the forms and procedure for the trial of cases under the foregoing provision, the same not to be inconsistent herewith.

In all cases of dispute the miners and mine laborers and all parties involved, shall continue at work, pending a trial and adjustment, until a final decision is reached under the provisions herein set forth.

WHEN DAY MEN ARE TO BE FURNISHED BY PIT COMMITTEE

(c) If any day men refuse to continue at work because of a grievance which has or has not been taken up for adjustment in the manner provided herein, and such action shall seem likely to impede the operation of the mine, the pit committee shall immediately furnish a man or men to take such vacant place or places, at the scale rate, in order that the mine may continue at work; and it shall be the duty of any member, or members of the United Mine Workers, who may be called upon by the pit boss, or pit committee, to immediately take the place or places assigned to him or them in pursuance hereof.

DUTIES AND LIMITATIONS OF PIT COMMITTEE

(d) The pit committee, in the discharge of its duties, shall under no circumstances go around the mine for any cause whatever, unless called upon by the pit boss or by a miner or company man who may have a grievance that he cannot settle with the boss; and, as its duties are con-

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fined to the adjustment of any such grievances, it is understood that its members shall not draw any compensation except while actively engaged in the discharge of said duties. Any pit committeeman who shall attempt to execute any local rule or proceeding in conflict with any provision of this contract, or any other made in pursuance hereof, or who shall fail to advise against any shutdown of the mine in violation of the contract, shall be forthwith deposed as committeeman.

The following was inserted in the agreement of 1914-1916:

The same rule and penalty shall apply to the local president when acting alone, or when called into any case.

The foregoing shall not be construed to prohibit the pit committee from looking after the matter of membership dues and initiations in any proper manner.

The following was inserted in the agreement of 1914-1916:

Every pit committeeman must be an actual employe at the mine where he serves.

(e) Members of the pit committee employed as day men shall not leave their places of duty during working hours, except by permission of the operator, or in cases involving the stoppage of the mine.

RIGHT TO HIRE AND DISCHARGE

(f) The right to hire and discharge, the management of the mine and the direction of the working force are vested exclusively in the operator and the U. M. W. of A. shall not abridge this right. It is not the intention of this provision to encourage the discharge of employes or the refusal of employment to applicants because of personal prejudice or activity in matters affecting the U. M. W.

LABOR AGREEMENTS IN COAL MINES

of A. If any employe shall be suspended or discharged by the company, and it is claimed that an injustice has been done him, an investigation to be conducted by the parties and in the manner set forth in paragraphs (a) and (b) of this section shall be taken up promptly, and if it is proven that an injustice has been done, the operator shall reinstate said employe and when so reinstated such employe shall receive as compensation during the period of his suspension or discharge not to exceed \$2.84¹ per day for the time the mine operated. In such cases where he was employed as a day laborer, if as such day laborer his regular scale wage was less than \$2.84¹ per day, he shall be compensated at the scale rate provided for in this agreement for his regular employment. Provided, however, that should the adjudication of the case be delayed by any act of the miners or their officials then the company shall not be responsible for more than ten days' compensation. Provided, further, that the employer shall have the option of permitting the accused to continue at work, or in case of discharge or suspension [to] put him back at work, pending the investigation as provided for in paragraphs (a) and (b) of this section. And it is further agreed that the taking up and investigation of discharge cases shall take precedence over all other cases except shutdowns.

(g) It is understood and agreed that there shall be no more than three members on the pit committee at any one mine, except that where the operator gives the night boss the right to hire and discharge, the miners may select an additional committeeman to represent them on the night shift. The regular term of the pit committee shall be one year, unless deposed in accordance with the² agreement.

¹In agreement of August 16, 1920, "\$7.50" is substituted.

²In agreement of 1924-1927, "this" is substituted.

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[OUTSIDE DAY WAGE SCALE]¹

[Fourteenth. The scale of wages now being paid outside day labor at the various mines in this State plus the 5.26 per cent advance shall be the wage scale for that class of labor during the life of this agreement, with a minimum of \$2.249 per day. Firemen shall receive \$2.62.]¹

The following was substituted in the agreement of 1914-1916:

LOST COAL ON ROADWAYS

Fourteenth. The company weighman and miners' checkweighman shall keep a record of all allowances made to miners on account of broken cars and also a record of all coal loaded by the company on the mine haulage roads. From this coal shall first be deducted such an amount as has been allowed to the miners on account of broken cars, and the remainder divided equally between the company and the miners' checkweigh fund. Settlement to be made monthly.

FATAL ACCIDENTS AND FUNERALS

Fifteenth. (a) In the event of an instantaneous death by accident in the mine, the miners and underground employes shall have the privilege of discontinuing work for the remainder of the day; but work, at the option of the operator, shall be resumed the day following and continue thereafter. In case the operator elects to operate the mine on the day of the funeral of the deceased, as above, or where death has resulted from an accident in the mine, the individual miners and underground employes may, at their option, absent themselves from work for the purpose of attending such funeral, but not otherwise. And whether attending such funeral or not, each member of the U. M.

¹Omitted in agreement of 1914-1916.

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W. of A. employed at the mine at which the deceased was employed, shall contribute fifty cents and the operator twenty-five dollars for the benefit of the family of the deceased, or his legal representatives, to be collected through the office of the company. In the event that the mines are thrown idle on account of the miners' or other employes' failure to report for work in the time intervening between the time of the accident and the funeral or on the day of the funeral, then the company shall not be called upon for the payment of the twenty-five dollars above referred to. In case the mine is so thrown idle on said intervening day, employes absenting themselves from work shall be dealt with the same as when a mine is thrown idle without the consent of the operator, other than in order to enforce a demand in violation of the contract. Except in case of fatal accidents, as above, the mine shall in no case be thrown idle because of any death or funeral, but in case of the¹ death of any employe of the company or member of his family any individual miner may, at his option, absent himself from work for the purpose of attending such funeral, but not otherwise.

(b) Any employe absenting himself from work ostensibly to attend the funeral of an employe, member of his family, or someone else, [and]² who does not attend such funeral, shall be fined \$2.50. When any mine is thrown idle for any funeral, pursuant to action of the miners' local organization or officers, or because of a tacit understanding to that effect, each employe idle because thereof shall be fined \$2.50. The proceeds of said \$2.50 fines shall go either to the family of the deceased or to the widows' and orphans' fund,³ as may be jointly agreed upon locally.

¹In agreement of 1914-1916, "a" is substituted.

²Omitted in agreement of 1914-1916.

³In agreement of 1914-1916, "district organization" is substituted for "widows' and orphans' fund."

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RESPONSIBILITY FOR TIMBERING AND DEAD WORK

Sixteenth. (a) The scale of prices herein provided shall include, in ordinary conditions, the work required to load coal and properly timber the working places in the mine, and the operator shall be required to furnish the necessary [props and]¹ timber in rooms or working [face].¹

*The following was substituted in the agreement
of 1914-1916:*

faces of suitable lengths in accordance with the state mining laws.

And in long wall mines, it shall include the proper mining of the coal and the brushing and care of the working places and roadway according to the present method and rules relating thereto, which shall continue unchanged.

(b) If any miner shall fail to properly timber, shoot and care for his working place, and such failure has entailed falls of slate, rock and the like, the miner whose fault has occasioned such damage, shall repair the same without compensation, and if such miner fails to repair such damage he may be discharged.

Any dispute that may arise as to the responsibility, under this clause, shall be adjusted by the pit committee and² mine foreman, and in case of their failure to agree, shall be taken up for settlement under the thirteenth section of this agreement.

In cases where the mine manager directs the placing of cross-bars to permanently secure the roadway, then, and in such cases only, the miner shall be paid at the current price for each cross-bar when properly set.

The above does not contemplate any change from the

¹Omitted in agreement of 1914-1916.

²In agreement of 1924-1927, "the" is inserted.

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ordinary method of timbering by the miner for his own safety.

CHECK-OFF

Seventeenth. The operators will recognize the pit committee in the discharge of its duties as herein specified, but not otherwise, and agree to check off union dues,¹ assessments,

The following was inserted in the agreement of 1914-1916:

required by the miners for lawful purposes, subscriptions for the U. M. W. of A. Journal, Harrisburg Chronicle

and fines from the miners and mine laborers, when desired on proper individual or collective continuous order.

The following was inserted in the agreement of 1917:

also uniform assessments for hospital and sick and accident funds when turned in as dues.

It is understood that after the pit expenses for powder, smithing and a proper proportion of mine tools, the operator will give preference to the ordinary dues and assessments; and also not to exceed \$5 in any one pay for fines and initiation fee, unless by special agreement with the operator concerned. The operator will furnish to the miners² local representative a statement showing separately the total amount of dues, assessments and fines collected, and furnish to the miners' local representative a statement showing in detail those whose dues and assessments have not been collected, and the means of ascertaining that the total amount collected is correct. When such collections are made, card day shall be abolished. In case any fine is imposed, the propriety of which is questioned, the amount

¹In agreement of 1914-1916, "and" is inserted.

²In agreement of 1914-1916, "miners and" is substituted.

AGREEMENTS IN DISTRICT 12

of such fine shall be withheld by the operator until the question has been taken up for adjustment¹ and a decision has been reached.

EMERGENCY WORK AND ORDINARY REPAIRS

Eighteenth. The operators shall have the right in cases of emergency work or ordinary repairs to the plant to employ in connection therewith such men as, in their judgment, are best acquainted with and suited to the work to be performed, except where men are permanently employed for such work. Blacksmiths and other skilled labor shall make any necessary repairs to machinery and boilers.

CONSTRUCTION AND EXTENSIVE REPAIRS

Nineteenth. The erection of head frames, buildings, scale machinery, railroad switchers, etc., necessary for the completion of a plant to hoist coal, all being in the nature of construction work, are to be excluded from the jurisdiction of the United Mine Workers of America. Extensive repairs to, or rebuilding the same class of work, shall also be included in the same exception. The employes thereon to be excluded as above, when employed on such work only.

PENALTIES

Twentieth. (a) When any employe absents himself from his work for a period of two days without the consent of the company, other than because of proven sickness, he may be discharged.

(b) Any employe or employes guilty of throwing a mine idle or of materially reducing the output of a mine, by failure to continue at work in accordance with the provisions of this agreement [for the purpose of enforcing

¹In agreement of 1924-1927, "readjustment" is substituted.

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some demand in violation of this agreement, or to force a decision of some case in dispute by methods other than as provided for herein,]¹ shall be fined Five Dollars² each [for the same offense, other than to enforce such demand or such decision, he or they shall be fined One Dollar each for each day so idle.]³

The following was substituted in the agreement of 1917:

and for each additional day or part of a day they remain idle, a continuing fine of one dollar (\$1.00) per day.

The following was inserted in the agreement of 1917:

(c) His penalty shall also apply to men who though not formally striking shall, without notice, quit work as a subterfuge.

(c)⁴ Any operator who shall lock out all or any material part of his employes in order to enforce some condition in violation of this agreement shall be fined [\$100.]⁵

The following was substituted in the agreement of 1917:

One Dollar ('1.00) per employe affected for each day or part of a day the mine is thus thrown idle.

The following was inserted in the agreement of 1917:

(e) All fines provided for in this agreement shall be automatically collected from the pay for the half month in which the violation of rule occurs, or from the first money thereafter due.

¹Omitted in agreement of 1917.

²In agreement of 1917, "three dollars (\$3.00)" is substituted.

³Omitted in agreement of 1917.

⁴In agreement of 1917, becomes "d."

⁵Omitted in agreement of 1917.

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The following was inserted in the agreement of August 16, 1920:

It being understood that before the fine provided for herein shall be collected it shall be mutually agreed that the contract has been violated as per paragraph (b), Section 20, of the State Agreement. In event there is a disagreement regarding the violation of said contract the matter shall be referred to the arbitration board provided for in our State Agreement. Said arbitration board to decide whether said contract has been violated, but to have no authority to assess or remit fines.

(d)¹ All fines collected as above shall be paid one-half to the State Treasurer of the U. M. W. of A., and one-half to the Secretary-Treasurer of the Coal Operators' Association concerned, and under no circumstances shall any fines so collected be refunded except when mutually agreed² by the two organizations.

The following was inserted in the agreement of 1917:

(g) Any operator failing to collect and forward to proper parties such fines shall pay a penalty of two dollars (\$2.00) for each employe subject to be fined hereunder, such amount to be collected and retained by the mine workers' district organization.

MACHINE DIFFERENTIAL

Twenty-first. (a) Except at Danville, where the differential shall be ten cents per ton, the differential for machine mining throughout the State of Illinois shall be seven cents per ton less than the pick-mining rate. It being understood and agreed that the machine-mining rate

¹In agreement of 1917, this paragraph becomes "f."

²In agreement of 1914-1916, "to" is inserted.

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shall include the snubbing of coal either by powder or wedge and sledge, as conditions may warrant, where chain machine is used; but it is understood that this condition shall not apply where two men have, and work in one place only in the same shift, except at the option of the miner; and it shall also be optional with the miner which system of snubbing shall be followed. The division of the machine-mining rate

The following was inserted in the agreement of 1914-1916:

as well as the division on shearing and air or electric drill rates

shall be fixed in joint local or joint sub-district meeting.¹

SHEARING MACHINE AND AIR OR ELECTRIC DRILLS

(b) The established rates on shearing machines and air or electric drills, as now existing locally, shall remain unchanged for the ensuing term of this contract, and in other mines the matter of a scale for shooting off the solid with air or electric drills be taken up if desired by any operator without any prejudice or influence from what has been done or said heretofore.

RULES FOR USE OF CAGE BY EMPLOYEES

Twenty-second. Any underground employe not on hand so as to go down to his work before the hour for² commencing work, shall not be entitled to go below except at the convenience of the company. When an employe is sick or injured he shall be given a cage at once. When a cage-load of men comes to the bottom of the shaft, who have been prevented from working by reason of falls or other things over which they have no control, they shall be given a cage at once. For the accommodation of in-

¹In agreement of 1914-1916, "meetings" is substituted.

²"of" is substituted.

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dividual employes, less than a cage-load who have been prevented from working as above, a cage shall be run midforenoon, noon and midafternoon of each working day; provided, however, that the foregoing shall not be permitted to enable men to leave their work for other than the reasons stated above.

SHAFT SINKING

Twenty-third. The scale for sinkers shall be \$3.378¹ and for shift leaders \$3.747² per day.

The scale for top men handling³ dirt at sinking mines shall be the same as that of dumpers or top men in the subdistrict in which the mine is being sunk.

The word "sinker" shall mean a man who drills, fires, digs or loads the refuse [on a shift in the shaft]⁴

The following was substituted in the agreement of 1914-1916:

puts in guides and retaining walls in new shafts until the door heads are in, when the sinking in question shall be considered finished. By that is meant the completely finished shaft to the bottom of the sump.

Repairing or retimbering shafts shall not be construed as sinking, unless more than two (2) sets of timbers are needed for such repairs within any fifteen (15) days. Replacing guides or buntons shall not come under sinkers' wages.

DEFINITION OF EIGHT-HOUR DAY FOR DAY LABOR

Twenty-fourth. (a) All classes of day labor are to work full eight hours and [the]⁴ going to and coming from the respective working places is to be done on their

¹In agreement of August 16, 1920, "\$8.04" is substituted.

²"\$8.43" is substituted.

³In agreement of 1914-1916, "concrete or" is inserted.

⁴Omitted in agreement of 1914-1916.

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own time. All company men shall perform whatever day labor the foreman may direct. An eight-hour day means eight hours' work at the usual working places, exclusive of noon-time for all classes of day labor. This shall be exclusive of the time required in reaching such working places in the morning and departing from same at night.

DRIVERS—RULES TO GOVERN

(b) Drivers shall take their mules to and from the stables, and the time required in so doing shall not include any part of the day's labor; their time beginning when they reach the change at which they receive empty cars—that is, the parting drivers at the shaft bottom and the inside drivers at the parting—and ending at the same places; but in no case shall a driver's time be docked while he is waiting for such cars at the points named. The inside drivers, at their option, may either walk to and from their¹ parting or take with them, without compensation, either loaded or empty cars, to enable them to ride. This provision, however, shall not prevent the inside drivers from bringing to and taking from the bottom regular trips, if so directed by the operator, provided such work is done within the eight hours.

HARNESSING AND UNHARNESSING MULES

(c) The methods² at present existing covering the harnessing,³ unharnessing, feeding and caring for the mules, shall be continued throughout the life of this agreement.

*The following was inserted in the agreement
of August 16, 1920:*

except the operator shall be permitted to hire

¹In agreement of 1924-1927, "the" is substituted.

²"method" is substituted.

³In agreement of 1914-1916, "and" is inserted.

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mule feeders to harness and care for the mules if he desires to do so.

TRANSPORTATION OF MEN

(d) All district or local agreements providing for the transportation of men inside the mine based on the state agreement of April 17, 1920, or any previous agreements are hereby annulled.

(e) From the date of this agreement the operators agree to transport men, on days the mines operate, to and from the mine bottom and inside partings. This work to be performed by either drivers or motormen as directed by the operator, and outside of the regular working hours. In payment of the services performed for said work, the drivers or motormen and trip riders, designated by the operator to perform this work will receive in addition to their regular scale rate, seventy-five (75c) cents per day, to be in full remuneration for said labor. It is understood that the operator shall only employ for this work a sufficient number of drivers or motormen and trip riders to properly perform such services, and when the mine has drivers or motormen in excess of the number required daily to perform such service, then this work may be divided among all drivers or motormen and trip riders in equal turn; but haulage men are not to receive this pay unless this service is performed.

It is understood that man trips shall leave the bottom in the morning sufficiently early to get the men into the working places by starting time; but no man trip shall leave the bottom later than fifteen minutes before starting time of the mine. When the mine stops operating the man trip will leave the inside parting not sooner than ten minutes after quitting time. In case of unavoidable cause which prevents the running of

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said man trips the men shall walk to and from their work and shall leave the bottom in time to get to their working places by starting time, as required by the state agreement. The speed of trips and numbers of men allowed to ride in cars shall be regulated by the mine management. All men to be subjected to the order of the mine management, both regarding the handling of the man trips and riding therein. It is understood that the operator is not required to transport men who are employed on idle days or night shift.

It is further understood that where the inside parting is less than one-half mile from the bottom of the shaft that the men shall walk to and from their work.

YARDAGE AND DEAD WORK

Twenty-fifth. All yardage and dead work on which a scale has been established shall be advanced 5.26¹ per cent.

The following was inserted in the agreement of April 1, 1920:

over the rate obtaining October 31, 1919.

The following was inserted in the agreement of 1917:

Record adopted.—That in computing dead work and yardage rates where fractions amount to one-half cent or more it be considered a full cent and where it amounts to less than one-half a cent the fractions be dropped.

OPERATORS TO KEEP PLACES DRY AS PRACTICABLE

Twenty-sixth. (a) The company shall keep the mine in as dry condition as practicable by keeping the water off the road and out of the working places. When a miner

¹In agreement of April 1, 1920, "twenty" is substituted.

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has to leave his working place on account of water, [through the neglect of]¹ the company, [they]¹ shall employ said miner [doing company work]¹ when practicable,² [and]¹ provided [that]¹ said miner is competent to do such work, or he will be given another working place, equal to the average place of the mine, until such water is taken out of his place.

[WHERE TRACK IS LAID BY OPERATOR]¹

(b) All permanent metal track shall be laid by the company, and when a miner has to leave his working place on account of such track³ not being laid through the neglect of the company, it shall employ said miner doing company work when practicable, provided said miner is competent to do such work or he shall be given another place equal to the average of the mine until such time as such track is laid in his place.

The following was inserted in the agreement of 1914-1916:

Short or skid rails shall be furnished if needed.

AMBULANCES, BANDAGES, ETC.

Twenty-seventh. The operators shall keep sufficient blankets, oil, bandages, etc., and provide suitable ambulance or conveyance readily available at each mine to properly convey injured persons to their homes after an accident.

EQUAL TURN

Twenty-eighth. The operator shall see that an equal turn is offered each miner, and that he shall be given a fair chance to obtain the same. The company shall fur-

¹Omitted in agreement of 1914-1916.

²In agreement of 1914-1916, "to move the water or do company work" is inserted.

³In agreement of 1924-1927, "tracks" is substituted.

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nish a turn board or sheet where demanded—except at mines where there is an unlimited turn—so ruled that there will be a numbered horizontal line or space for each driver employed in the mine who has been authorized by the management to have charge of the turn in the run or territory from which he pulls coal. With perpendicular lines at right angles with the above, forming spaces at the top in which shall be marked the day¹ of the month, and it shall be the duty of the above mentioned driver to mark in his designated line or space under proper date, the number of full turns of cars that have been pulled from his territory or run each day he works. There shall be a vertical space ruled or lined on the right-hand side of the board for the purpose of totaling the accounts each day,¹ and it shall be the duty of the turnkeeper to see that each driver's account is totaled each day, for the preceding day, before the time of marking turns by the drivers, and at the end of each pay he shall deduct the amount of the lowest turn on the board from the different totaled turns and shall carry forward to the next pay all balances, thereby keeping a continuous turn. It shall be the duty of each driver to keep account of the individual turn and keep same equal in his own run or territory.

Any miner will be considered as having loaded the highest turn of cars offered in the run in which he works each day, whether he is present at work or not, unless he is hindered from doing the same through some fault of the company, and then it shall be the duty of the driver in charge of that run to make up such cars or turn provided the miner is able to load same unless otherwise provided for by contract.

Should any run at any time become more than an aver-

¹In agreement of 1914-1916, "days" is substituted.

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age two days,¹ turn either ahead or behind the average turn of the different runs it shall be the duty of the management to so regulate the driving that such runs shall either be made up or held back, as the case may demand, and should the management fail within ten days to remedy such condition after the same occurs then the men in the run or territory having the highest turn shall be suspended from loading coal until² same is remedied.

Any driver having pulled all the coal loaded by the miners in his run during any shift shall mark an "X" in addition to this turn in his³ allotted space on the turn board, signifying a cleanup, and the turnkeeper shall, in totaling, count same equal to the highest turn of any run pulled that day. In addition to the above the turnkeeper shall copy the total turns each day in a book kept for that purpose, for reference in case of dispute, or preserve original sheet.

The above is not intended to change any plan mutually agreeable to operators and miners that may have been adopted by them at any mine to regulate the turn, but in no way shall the miners or mine workers restrict the number of cars loaded by the miner or the amount of coal to be placed on any car.

The drivers shall be subject to whomever the mine manager shall designate as turnkeeper in pursuance hereof.

In mines where there is both hand and machine mining an equal turn shall mean approximately the same turn to each man in the machine part of the mine, and approximately the same turn to each man doing hand work, but not necessarily the same to each hand miner as to each man working with the machines.

¹In agreement of 1914-1916, "one day's" is substituted.

²In agreement of 1914-1916, "the" is inserted.

³In agreement of 1924-1927, "the" is substituted.

LABOR AGREEMENTS IN COAL MINES

HOLIDAYS

Twenty-ninth. Work may be suspended on Virden day at mines at places where any of the dead are interred, if memorial services are to be held, provided that picnics or other pleasure festivities are not proposed, but not elsewhere or otherwise. New Years, April 1st, July 4th, Labor Day, Thanksgiving and Christmas shall be the only holidays under this agreement.

On¹ miners' election day, National,² State [and Sub-district,]³ the mines may be closed at 12 o'clock noon; provided, that mines employing more than 200 men may take a full day by the local officers giving the operator⁴ ten days' notice of their intention so to do.

ENGINEERS TO CONTINUE TO WORK IN EVENT OF SUSPENSION

Thirtieth. In case of either local or general suspension of mining, either at the expiration of this⁵ contract, or otherwise, the engineers shall not suspend work, but shall, when mining is suspended, fully protect all of the company's property under their care, and operate fans and pumps, and lower and⁶ hoist such men or supplies as may be required to protect the company's property, and all coal required to keep up steam at the company's coal plants; but it is understood and agreed that the operators will not ask them to hoist any coal produced by non-union labor for sale on the market.

Should the interests of the engineers be directly involved in any issue at the expiration of this contract and any en-

¹In agreement of 1914-1916, "one annual" is inserted.

²In agreement of 1917, "and" is inserted.

³Omitted in agreement of 1917.

⁴In agreement of 1914-1916, "operators" is substituted.

⁵In agreement of 1914-1916, "the" is substituted.

⁶In agreement of 1914-1916, "or" is substituted.

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gineers cease from work, the United Mine Workers of America will provide competent men to perform the emergency work above recited, at the scale price in effect at the time of the suspension, subject to any subsequent settlement; the operator at his option to retain only such engineers as are required, but with the understanding that all of the engineers employed at the time of the suspension shall be entitled to an equal division of the work.

CONTRACT NOT TO BE VOIDED BY MINERS' CONSTITUTION OR RULES

Thirty-first. (a) This contract is in no case to be set aside because of any rules of the U. M. W. of A.¹ now in force or which may hereafter be adopted; nor is this contract to be set aside by reason of any provision in their national, State or local constitutions.

SUBDISTRICT AND LOCAL AGREEMENTS

(b) Existing subdistrict and local agreements shall continue in effect during the life of this agreement, except as² changed herein, [or pursuant hereto. There shall be no subdistrict or local agreements entered into in conflict with this agreement and all local and subdistrict agreements hereafter made shall be submitted to the Joint Boards for ratification.]³

The following is substituted in the agreement of April 1, 1920:

and joint commissions of two on each side from each subdistrict shall be appointed to edit and rewrite existing subdistrict contracts so as to make them conform with the New York and State

¹In agreement of 1917, "or operators" is inserted.

²In agreement of 1914-1916, "may be" is inserted.

³Omitted in agreement of 1914-1916.

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contracts, and the award of the President's Bituminous Coal Commission.

NO LOCAL DEMANDS

(c) There shall be no demands made locally that are not specifically set forth in this agreement, except as agreed to in the joint subdistrict meetings held in accordance with this agreement.

The following was inserted in the agreement of 1914-1916:

PRICE ON COAL TO EMPLOYEES

The question of a special price on coal to employes where not now established, if submitted, shall be as to the propriety of a special price at the shaft to the employes of the operator affected where he has retail facilities or suitable arrangements can be made.

*The following was inserted in the agreement of
April 1, 1920:*

That the price at which house coal shall be furnished the mine workers at the tipple shall be determined by adding to the price in effect on October 31, 1919, the average percentage allowed as an increase on the wage scale, to-wit, 27 per cent, and that when the coal is delivered to the miners' houses by the operators the actual cost of delivery shall be added.

[NEGOTIATIONS FOR NEXT AGREEMENT]¹

[Thirty-second. It is mutually agreed by and between the parties hereto that joint negotiations for the formation of a new wage contract shall begin on a date sufficiently in advance of the expiration of the present contract to

¹Omitted in agreement of 1914-1916.

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reasonably insure the completion of these negotiations before the tenth day of March, 1914. But should conditions arise which apparently make it impossible to complete these negotiations before that date a commission shall be appointed composed of nine miners and nine operators, together with three disinterested parties hereinafter named, who shall be called in, who shall sit together with the miners and operators with a voice in the affairs, but without vote. This commission shall continue negotiations and complete the work of making a contract, settling all questions that have not been agreed to up to date of the expiration of the contract, and shall continue in session for such time as is mutually agreed upon. All mines to continue at work without interruption, providing negotiations are still pending and the same is mutually agreed upon. For the purpose of the above J. E. Williams, of Streator, Illinois, Dr. Joseph A. Holmes, Washington, D. C., and Wm. T. Morris of DuQuoin, Illinois, are named as the three disinterested parties. In case of the inability or failure of any one of these three to qualify it shall be within the power of the other two to name a third disinterested party, who shall sit with them on the commission; said person so appointed to be mutually agreeable to both parties in interest.

This section is subject to the ratification of the respective organizations at the earliest date on which they convene in State Convention.]

APPENDIX III
CONSTITUTION OF THE UNITED MINE WORKERS
OF AMERICA

CONSTITUTION OF INTERNATIONAL UNION, ADOPTED AT
INDIANAPOLIS, INDIANA, EFFECTIVE APRIL 1, 1912, WITH
NOTES OF IMPORTANT CHANGES IN REVISION OF 1924

PREAMBLE

There is no truth more obvious than that without coal there could not have been such marvelous social and industrial progress as marks present day civilization.

Believing that those whose lot it is to toil within the earth's recesses, surrounded by peculiar dangers and deprived of sunlight and pure air, producing the commodity which makes possible the world's progress, are entitled to protection and the full social value of their product, we have formed the "United Mine Workers of America" for the purpose of establishing, by lawful means, the principles embraced in the body of this constitution.

CONSTITUTION

ARTICLE I

Name

This Organization shall be known as The United Mine Workers of America. It shall be International in scope, and as an organization shall not be committed to or favor any particular religious creed; neither shall affiliation herewith interfere with the religious or political freedom of individual members.

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ARTICLE II

Objects

First. To unite in one organization, regardless of creed, color or nationality, all workmen eligible for membership, employed in and around coal mines, coal washers, and coke ovens on the American Continent.

Second. To increase the wages, and improve the conditions of employment of our members by legislation, conciliation, joint agreements or strikes.

Third. To demand, that not more than eight¹ hours from bank to bank in each twenty-four hours shall be worked by members of our organization.

Fourth. To strive for a minimum wage scale for all members of our craft.

Fifth. To provide for the education of our children by lawfully prohibiting their employment until they have at least reached sixteen years of age.

Sixth. To secure equitable statutory old age pension and workmen's compensation laws.

Seventh. To enforce existing just laws and to secure the repeal of those which are unjust.

Eighth. To secure by legislative enactment, laws protecting the limbs, lives and health of our members; establishing our right to organize; prohibiting the use of deception to secure strike breakers; preventing the employment of privately armed guards during labor disputes; and such other legislation as will be beneficial to the members of our craft.

ARTICLE III

Jurisdiction

Section 1. The International Union shall be composed

¹In the constitution of 1924, "six" is substituted.

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of workmen eligible for membership in the United Mine Workers of America, and may be divided into Districts, Subdistricts and Local Unions.

Sec. 2. All Districts, Subdistricts and Local Unions must be chartered by, and shall be under the jurisdiction of and subject to the laws [and rulings of the International Union.]

The following is inserted in the constitution of 1924:

and rulings of the International Executive Board. Charters can be revoked only by the International President, whose action shall be subject to approval by the International Executive Board.

Sec. 3. In all questions of dispute, appeals and grievances [affecting our members] (unless restricted by joint agreement) [the decision of the International Executive Board shall be final and binding until reversed by an International Convention.]

The following is substituted in the constitution of 1924:

the right of appeal of an individual member shall end with the District Executive Board, and the right of appeal of any branch of the organization shall end with the International Executive Board. This shall not prevent individuals whose membership is at stake from appealing to the International Executive Board, which body's decision shall be final and binding until reversed by the International Convention. When an appeal is taken, the defendants must be furnished a copy of the appeal in ample time to prepare their case. In all cases the decision of the subordinate tribunal must be complied with before the appellant's right of appeal shall be recognized. However, the appellant shall have the right of appeal, provided bond satisfactory to the court

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of appeal covering the amount of money involved is furnished.

ARTICLE IV

Districts

Section 1. Districts may be formed with such number¹ and territory as may be designated by the International Officers and may adopt such laws for their government as do not conflict with the laws or rulings of the International Union or Joint Agreements.

Sec. 2. Districts may subdivide territory within their own boundaries but the International Executive Board shall have authority to change the boundaries of Districts as conditions may require; [but no change of boundaries shall be made until the officers of Districts and Local Unions affected by such change have been consulted, and]

The following is substituted in the constitution of 1924:

that the boundaries of self-supporting Districts shall not be changed except by a vote of the membership affected, as determined by the District, the referendum to be taken by the officers of the District affected and representatives of the International Union.

all local unions must pay all tax² and assessments due the District to which they were attached before³ change of boundary was made.

ARTICLE V

Subdistricts

Subdistricts may be formed and assigned such numbers and territory as may be designated by the District of

¹In the constitution of 1924, "members" is substituted.

²"taxes" is substituted.

³"the" is inserted.

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which they are a part, and may adopt such laws for their government as do not conflict with the laws or rulings of the International or District Unions or Joint Agreements.

ARTICLE VI

Local Unions

Section 1. Local Unions may adopt such laws for their government as do not conflict with the laws or rulings of the International, District or Subdistrict Unions or Joint Agreements.

Sec. 2. Each Local Union shall have the right to penalize its own members, or (except as prohibited by Section 17 of Art. 15) debar from membership any applicant for membership therein, but any member so penalized or any person so debarred shall have the right of appeal in consecutive order to the Subdistrict, District and International Unions, any one of which branches shall have authority to reverse the decision of the Local Union; and any Local Union debarring any applicant from membership shall give such applicant written reason for his debarment.

Sec. 3. If in the judgment of the officers of the International, District or Subdistrict Unions, any Local Union has taken any action opposed to the interest¹ of the United Mine Workers, the International Union or the District or Subdistrict Unions having jurisdiction over the Local Union shall have the right to reverse the action of the Local Union.

Sec. 4. Should any Local Union be dissatisfied with a decision of any of the governing branches (unless prohibited by joint² agreement) it shall have the right of

¹In the constitution of 1924, "interests" is substituted.

²"their" is substituted.

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appeal to the branch next in authority until a final decision is reached, as provided in Section 3 of Article 3.

Sec. 5. Where it is decided that any branch of the Organization has done an injustice to any member, or applicant for membership, the branch responsible for the injustice must compensate such member or applicant for time lost and expense incurred while defending his rights, and any such defendant shall be restored to all former rights and privileges in the Organization.

ARTICLE VII

Officers

The officers of the International Union shall be one President, one Vice-President, one Secretary-Treasurer, three Tellers, three Auditors, seven¹ Delegates to the American Federation of Labor Convention and one Executive Board Member from each of the Districts over which the United Mine Workers has jurisdiction, the last named of which shall constitute the International Executive Board.

ARTICLE VIII

Qualification for Office

Section 1. Any member in good standing in the Organization shall be eligible to hold office in the International Union if employed at our trade, or officially connected with the Organization, or engaged as permitted by Section 2 of Article 20 and has never been found guilty of misappropriating any of the Organization's funds, and has had five years experience as a mine worker and has been a member for three consecutive years at the time of his² election, and except as may be hereinafter provided.

¹In the constitution of 1924, "the" is substituted.

²"nomination and" is inserted.

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Sec. 2. No two Auditors shall be elected from the same District. In the event of any two candidates for Auditor from the same District receiving a plurality of votes cast, the one receiving the lesser number shall drop out and the candidate from some other District receiving the next highest number of votes shall be declared elected. This rule shall also apply to the election of Tellers.

Sec. 3. No member shall hold two salaried offices in the International Union at the same time, neither shall any member hold a salaried office in any two branches of the Organization at the same time, except delegates to the American Federation of Labor Convention.

Sec. 4. Section 1 of this article shall not prohibit newly organized districts from having representation of¹ the International Executive Board.

ARTICLE IX

Duty of Officers

Section 1. The President may preside over all International Conventions and meetings of the International Executive Board and sign all bills and official documents when satisfied of their correctness.

Sec. 2. He shall fill by appointment all vacancies occurring in any International Office, except International Board Members, who shall be elected by the District in which the vacancy occurs.

Sec. 3. He may suspend or remove any International Officer or appointed employe for insubordination or just and sufficient cause.

Sec. 4. He may appoint a member whose duty shall be to collect and compile statistics on the production, distribution and consumption of coal and coke, freight rates,

¹In the constitution of 1924, "on" is substituted.

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market conditions, and any other matter that may be of benefit to the Organization. Said Statistician shall make a report to the regular convention.

Sec. 5. He may appoint such organizers, field and office workers as may be necessary to conduct the affairs of the International Union.

Sec. 6. He may visit in person or appoint an International officer to visit any branch of the U. M. W. of A. or any other place, if in his judgment such visit will be of benefit to the U. M. W. of A.

Sec. 7. He shall interpret the meaning of the International Constitution, but his interpretation shall be subject to repeal by the International Executive Board.

Sec. 8. He shall semi-annually name the pass word, transmit it to the International Secretary-Treasurer, who in turn shall transmit it to the various District Secretary-Treasurers for transmission to the local unions entitled to the same.

Sec. 9. He shall appoint from among properly elected delegates the committees necessary to transact the work of International Conventions, and instruct the Resolutions, Constitution and Grievance Committees to meet at headquarters sufficiently early to enable them to be prepared to render at least a partial report on the first day the Convention convenes, but if a convention is to consider charges, regularly filed, against the President, the Grievance Committee shall be elected by the Convention.

Sec. 10. He shall appoint, subject to the approval of the International Executive Board, one or more competent Traveling Auditors, said appointees to be agreed upon by the Districts and International Union.

[The International Organization shall reimburse the different districts for one-half the salary and expense paid

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the Traveling Auditors for the time actually employed as such.] Said Traveling Auditors shall examine the accounts of all Local Unions at least once every year and assist in establishing a uniform system of bookkeeping in the Local Unions. Should such audits develop any irregularities, those responsible for the same shall be penalized as hereinafter provided.

The Traveling Auditors so appointed shall submit a correct report of their findings to the International, District and Subdistrict officers, and shall also furnish a copy of his¹ report to the Local Unions where the accounts have been audited.

This section shall not prevent proper International Officers from at any time examining the accounts and records of any Local Union.

Sec. 11. He shall be empowered to grant district or territorial dispensations relating to initiation fees, when in his judgment such dispensations will add to the growth of or conserve the interest² of the Organization.

Sec. 12. He shall devote all his time to the affairs of the Organization, executing the instructions of the International Executive Board and exercising general supervision over the field and office work of the International Union, and shall render a report of his stewardship to the regular International Convention.

Sec. 13. All appointments, suspensions and removals from office done by the President, shall be subject to the approval of the International Executive Board.

Sec. 14. The Vice-President shall work under the instructions of the President and the International Executive Board, and in event the presidency is vacated by resignation or removal from office, he shall succeed to

¹In the constitution of 1924, "their" is substituted.

²"interests" is substituted.

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that position. He also shall render a report to the regular Convention.

Sec. 15. The Secretary-Treasurer shall have charge of and preserve all books, documents and effects of the International office, except such records as properly belong to the office of the President.

Sec. 16. He shall record or cause to be recorded, the proceedings of all International Conventions and such meetings of the International Executive Board as the Board may desire recorded.

Sec. 17. He shall receive and receipt for all moneys due the International Union, pay all bills and current expenses, unless otherwise ordered by the President, and shall keep copies of all important correspondence sent out and received by his office.

Sec. 18. He shall submit to the Locals semi-annually a statement showing the salary and expenses of each officer and employe and detailing the receipt and disbursement of all moneys belonging to the International Union. The receipts from each District shall be compiled separately and totaled.

Sec. 19. He shall give a bond of \$25,000 (which must be approved by the International Executive Board and deposited with the President) to insure a faithful discharge of his duties, but he shall not have more than \$15,000 subject to his order at any time.

Sec. 20. He must deposit all funds in excess of \$15,000 in banks giving interest bearing certificates of deposit, subject to the order of the International Executive Board.

Sec. 21. He shall send out to all Local Unions a monthly "delinquent list" showing all local unions in bad standing with the International Union.

Sec. 22. He may, with the consent of the Interna-

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tional Executive Board, employ such assistants as may be necessary to conduct the affairs of his office.

Sec. 23. He shall perform such other duties as are elsewhere herein provided and may be assigned him by the President or International Executive Board, and shall submit to the regular International Convention a detailed statement of the International Organization's financial affairs.

Sec. 24. The International Executive Board shall execute the instructions of International Conventions and between Conventions shall have full power to direct the workings of the Organization.

Sec. 25. The Board shall have power to levy and collect assessments when necessary but no assessment levied by the International Executive Board shall be collected for more than two months unless authorized by a referendum vote of the members.

Sec. 26. The Board shall hold in trust for the United Mine Workers of America all money deposited by the Secretary-Treasurer in the name of the Executive Board, but under no circumstances shall said money be drawn upon except upon the written order of two-thirds of the members of the Board.

Sec. 27. The Board shall have power between Conventions, by a two-third¹ vote, to recommend the calling of a general strike, but under no circumstance shall it call such a strike until approved by a referendum vote of the members.

Sec. 28. Questions coming before the Board may be decided by a unit vote of its members, but any member may demand a roll call vote on any question, and each member shall have one vote, and one additional vote for each 2,000 members, or majority fraction thereof, in good

¹In the constitution of 1924, "two-thirds" is substituted.

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standing, he represents. Where a unit vote is taken, the three resident officers shall be entitled to vote. Where a roll call vote is taken, they shall not have that right unless a tie vote is cast, then the President shall cast the deciding vote.

Sec. 29. The President, Vice-President and Secretary-Treasurer shall be members of the Board by virtue of their positions.

Sec. 30. The Board shall be convened upon the order of the President, or by the Secretary-Treasurer at the request of a majority of the members thereof.

Sec. 31. When the Board is not in session, the individual members thereof shall be subject to the direction of the President.

Sec. 32. The Auditors shall audit the¹ accounts of the International Secretary-Treasurer semi-annually and [cause their report to be published in the official Journal.]

The following is substituted in the constitution of 1924:

make a report of the receipts and disbursements of his office, and the Secretary-Treasurer shall have their report printed and a copy sent to each Local Union.

Sec. 33. The Auditors shall also act as the Credential Committee for International Conventions and shall meet at headquarters in sufficient time to enable them to make complete, printed reports in the morning of the first day's session of the Convention, of their audit and of all delegates entitled to seats in the Convention, said reports being printed in sufficient number to furnish each delegate with copies.

Sec. 34. The names of delegates whose seats are in

¹In the constitution of 1924, "books and" is inserted.

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contest shall be withheld from the Committee's report until the contest is decided.

Sec. 35. The Tellers shall meet at headquarters and tabulate, in accordance with the provisions of this Constitution, the votes cast for International Officers by Local Unions that have complied with the valid laws of all branches of the Organization.

The following is inserted in the constitution of 1924:

The Tellers shall also meet at headquarters and open and tabulate the nomination returns and file their report with the Secretary-Treasurer so that he may send out notifications, as required by Section 6, Article XI. In arranging the ballot, the Secretary-Treasurer shall place the names of the different candidates on the ballot in graduated order, in accordance with the number of nominations received.

Sec. 36. The votes of each District shall be tabulated separately and consecutively, and the votes of each Local Union within each District shall be tabulated separately and consecutively, the entire totals given and the complete report printed and sent out to the local unions by the International Tellers not later than January 15th of each election year.

Sec. 37. The Tellers shall decide the legality of the vote of any Local Union and their report submitted to the Local Unions shall be an official announcement of the election to the respective offices of the candidates receiving a plurality of legal votes as shown on the report, but should they for any reason refuse to tabulate the vote of any local, their reason must in every instance be shown on their report submitted to the Local Unions and all contests growing out of the report shall be filed with the

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International Executive Board, which body shall have authority to decide the contest.

Sec. 38. Delegates to the A. F. of L. Convention shall represent the United Mine Workers of America in Conventions of the American Federation of Labor and shall render a report to the regular International Convention succeeding the Convention of the A. F. of L. which they last attended.

The following is inserted in the constitution of 1924:

Delegates to the A. F. of L. Conventions shall cast their vote as a unit, and determined by a majority of the delegates, on all questions coming before the Convention upon which they are not instructed; when given instructions by the International Convention or International Executive Board they shall vote as a unit in accordance with the instructions.

Sec. 39. The President, Vice-President and Secretary-Treasurer shall have their reports prepared, printed and ready for distribution on the first day the convention convenes.

ARTICLE X

Officers Salaries

Section 1. The salary of the President shall be \$3,000¹ per annum; Vice-President, \$2,500² per annum; Secretary-Treasurer, \$2,500³ per annum; Editor of the Official Journal, \$1,500³ per annum; International⁴ Board Members [\$4.00 per day when employed;]⁵ Tellers, Auditors and

¹In the constitution of 1924, "\$8,000" is substituted.

²"\$7,000" is substituted.

³"\$4,000" is substituted.

⁴"Executive" is inserted.

⁵"\$300 per month" is substituted.

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Delegates to the A. F. of L. Convention[s] \$4.00¹ per day when employed. Each of the above mentioned officers and Editor shall receive, in addition to their salaries, all legitimate expenses [incurred] while² employed by the Organization away from their place³ of residence.

Sec. 2. The salaries of other employes shall be fixed by the International Executive Board.

ARTICLE XI

Nomination and Election of Officers

Section 1. The President, Vice-President, Secretary-Treasurer, Auditors, Tellers and Delegates to the American Federation of Labor Convention[s] shall be elected by a referendum vote of the members, except as elsewhere herein provided, the candidates for the respective positions receiving a plurality of legal votes cast, shall be declared elected, except as restricted by Sections 1 and 2 of Article VIII.

[Sec. 2. The term of office of all International officers shall begin April 1st following their election.]

Sec. 3.⁴ The next election of International Officers shall be held on the second Tuesday in December, 1912,⁵ and the Officers elected shall [serve for a period of two years and future elections shall be held on the second Tuesday in December of each alternate year thereafter,]

The following is substituted in the constitution of 1924:

assume their duties beginning April 1st following their election and shall serve for a term of two years thereafter.

¹In the constitution of 1924, "\$10.50" is substituted.

²"when" is substituted.

³"places" is substituted.

⁴Becomes "Sec. 2."

⁵"1924" is substituted.

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Sec. 4.¹ All members in good standing in all branches of the Organization [on]² December 1st of each election year, shall be entitled to vote.

Sec. 5.³ Each District and Subdistrict Secretary-Treasurer must forward by registered mail to the International Tellers, care of the International Secretary-Treasurer, not later than December 15th of each election year, a statement giving the numbers of all Local Unions in bad standing with their respective branches, also giving the reason for the locals being in such status. If it is claimed a violation of a District or Subdistrict Constitution is responsible for the local's delinquency, the section alleged to have been violated must be quoted in the statement to the Tellers. In the event the Tellers do not receive such a statement, they shall assume the locals are in good standing with their District and Subdistrict Organizations.

Sec. 6.⁴ The International Secretary-Treasurer shall prepare nomination blanks and send them to the Local Unions not later than twenty weeks before the date of election and the local Recording Secretary shall fill in the names of the members nominated by the Local Union for the various offices and forward the same to reach the International Secretary-Treasurer's office not later than fifteen weeks before the date of election.

Sec. 7.⁵ The International Secretary-Treasurer shall within ten days thereafter notify all members who have been nominated and ask if they are candidates, but no person shall be notified or be a candidate who has not been nominated by five or more Local Unions.

¹In the constitution of 1924, this becomes "Sec. 3."

²"for at least three months prior to and including" is inserted.

³Becomes "Sec. 4."

⁴Becomes "Sec. 5."

⁵Becomes "Sec. 6."

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Sec. 8.¹ Any nominee notified in accordance with Section 7² of this article who desires to become a candidate must have his official notice attested by the officers of his Local Union and return said notice to the International Secretary-Treasurer at once.

Sec. 9.³ No nominee filing his acceptance with the International Secretary-Treasurer shall be allowed to withdraw his name.

Sec. 10.⁴ The International Secretary-Treasurer shall prepare ballots giving the names and place⁵ of residence of those accepting nominations, also showing the positions for which the various nominees are candidates and forward them to the Local Unions in sufficient numbers to supply each member not later than four weeks prior to the date of election. Two "Tally Sheets," one "Return Sheet" and one envelope for "Return Sheet" must accompany the ballots sent each local union.

Sec. 11.⁶ Local Recording Secretaries must notify their members by posting notices and otherwise, one week prior to the dates set for the nomination and election of International Officers.

Sec. 12.⁷ Each Local Union shall designate, at a regular meeting of the local, where its election shall be held and the place so designated shall be the official voting place of such Local Union, and under no circumstances shall the votes of any local be tabulated in any place other than the place designated by the Local Union, and no

¹In the constitution of 1924, this becomes "Sec. 7."

²"c" is substituted.

³Becomes "Sec. 8."

⁴Becomes "Sec. 9."

⁵"places" is substituted.

⁶Becomes "Sec. 10."

⁷Becomes "Sec. 11."

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member shall be allowed to interfere with the official Tellers during the tabulation.

Sec. 13.¹ No member shall be allowed more than one vote for any candidate, nor shall the local Tellers record the vote of any member who is not present at the time the election is held, except officers, organizers and workers in the field away from home, whose votes shall be recorded if sent to the Secretaries of their respective Local Unions.

Sec. 14.² Each Local Union shall elect from among its [own] members a committee of not less than three nor more than six, three of whom must be the Local President, Financial and Recording Secretaries, to act as local Tellers whose duty shall be to supervise the election, and when requested instruct the members how to vote, and tabulate the votes cast by the members for International Officers, and enter on the "Return Sheet" furnished by the International Secretary-Treasurer for that purpose, the total number of votes cast for each candidate. The correctness of the "Return Sheet" must be attested with the local seal and signatures of the President and Recording Secretary of the Local Union.

Sec. 15.³ Should it be proved⁴ that more votes are recorded on the "Return Sheet" than were actually cast by the members, the entire vote of the Local Union shall be thrown out by the International Tellers, and those responsible for the fraud shall be punished as hereinafter provided.

Sec. 16.⁵ After the votes have been tabulated and the "Return Sheet" attested, it shall be turned over to the Recording Secretary, whose duty it shall be to see that the Return Sheet is properly attested, enclosed in a special

¹In the constitution of 1924, this becomes "Sec. 12."

²Becomes "Sec. 13."

³Becomes "Sec. 14."

⁴"proven" is substituted.

⁵Becomes "Sec. 15."

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envelope furnished by the International Secretary-Treasurer for that purpose, and forwarded at once by registered mail to the International Secretary-Treasurer's office. "Return Sheets" reaching International Headquarters after January 1st shall not be tabulated by the International Tellers.

Sec. 17.¹ The envelopes for "Return Sheets" furnished the Local Unions must have the name and address of the International Secretary-Treasurer, and the following printed thereon:

Election Returns

From L. U. No. _____

District No. _____

It shall be the duty of the local Recording Secretary to insert the numbers of the local union and district in the blank spaces on the envelope.

Sec. 18.² When the "Return Sheets" reach the International Secretary-Treasurer's office, he shall examine the envelopes to see if they are intact, make a proper record of their receipt and deposit them unopened in a securely locked receptacle provided for that purpose.

Sec. 19.³ Before turning the "Return Sheets" over to the International Tellers, the Secretary-Treasurer, with the Tellers, must check them with the record made upon their receipt, and the Secretary-Treasurer shall take the Tellers' receipt for all "Return Sheets" turned over to them.

Sec. 20.⁴ The International Secretary-Treasurer shall be absolute custodian of the "Return Sheets" from the time they reach his office until turned over to the International Tellers and during the interims of tabulation.

¹In the constitution of 1924, this becomes "Sec. 16."

²Becomes "Sec. 17."

³Becomes "Sec. 18."

⁴Becomes "Sec. 19."

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Sec. 21.¹ No member who is not a regular attendant of the meetings of his Local Union shall be allowed to act as a local Teller of international elections.

NOTE—The term "regular attendant" shall mean a member who attends at least one-half of the meetings of his local union six months just previous to the election.

Sec. 22.² The International Tellers shall not count the votes of any local union that has cast more votes than the number of members such local paid per capita tax on to the National Union for the month preceding the one in which the election is held, unless a satisfactory explanation for so doing accompanies the "Return Sheet" of the local union so voting. Neither shall they count the votes of any local union that is not in good standing with all branches of the Organization or whose "Return Sheet" is not attested as required by Section 14³ of this article.

Sec. 23.⁴ All contests in connection with the vote of any local union must be filed with the International Tellers not later than ten days after the date of election, by some responsible and reputable member of the local union whose vote is contested.

Sec. 24.⁵ In case no plurality vote is cast for any of the candidates for some office, another election shall be held for that particular office.

Sec. 25.⁶ Local Officers of all local unions shall be required to carefully preserve all ballots which have been cast for International officers by their respective Local Unions for a period of six months after the date of election.

¹In the constitution of 1924, this becomes "Sec. 20."

²Becomes "Sec. 21."

³"13" is substituted.

⁴Becomes "Sec. 22."

⁵Becomes "Sec. 23."

⁶Becomes "Sec. 24."

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Sec. 26.¹ No member other than the local Tellers shall be allowed to loiter around the voting place or to interfere in any way with the election of any local union.

Sec. 27.² Local Tellers shall be held personally responsible for any irregularities that may take place in their local unions during the election of International officers.

Sec. 28.³ That portion of Section 7⁴ which requires candidates to have at least five nominations, shall not apply to International Board Members.

Sec. 29.⁵ Any Local officer or Teller failing to obey the laws regulating international elections, or any member or members interfering with local Officers or Tellers during the discharge of their duties in connection with International elections, or any member or members resorting to dishonest or questionable practices to secure the election or defeat of any candidate for international office, shall be tried by the International Executive Board and fined, suspended, or expelled, as the magnitude of the transgression may warrant.

Sec. 30.⁶ Upon the signed request of 10⁷ per cent of the entire membership, the Secretary-Treasurer shall send out a petition to each local union for the recall of any International officer guilty of malfeasance. Said petition to accompany charges for which a recall is asked and defense of those charged.

If within thirty days after the petition is sent out, 30 per cent of the entire membership send a signed request to the Secretary-Treasurer, the International Executive Board

¹In the constitution of 1924, this becomes "Sec. 25."

²Becomes "Sec. 26."

³Becomes "Sec. 27."

⁴"6" is substituted.

⁵Becomes "Sec. 28."

⁶Becomes "Sec. 29."

⁷"5" is substituted.

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shall call an election for the recall of any International officer so charged.

Said election to be held in accordance with the election laws of the International Union.

ARTICLE XII

Conventions

Section 1. The regular International Convention shall be held biennially on the third Tuesday in January at such place as may be determined by the preceding Convention.

Sec. 2. Representatives to the International Convention shall be elected directly from local unions they represent, and shall have one vote for one hundred members or less, and one additional vote for each one hundred members or majority fraction thereof, but no delegate shall be allowed more than five votes.

The following is inserted in the constitution of 1924:

No Local Union shall have more delegates in the Convention than can cast the vote of the Local Union on the basis of five votes for each delegate.

Sec. 3. Representation shall be based upon the average membership of the Local for the last three months upon which payment has been made, previous to the month in which the Convention is held.

Sec. 4. Local Unions organized one year prior to the date for holding the Convention and having one hundred members or more in good standing, must be represented in the Convention or pay to the International Secretary-Treasurer a fine of \$25.00 for each one hundred members in good standing in the local union, unless exonerated by the International Executive Board. This section shall not apply to local unions whose members have been idle for

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one month or more prior to the Convention on account of strikes, suspensions or closing of mines.

Sec. 5. Local Unions of less than one hundred members may combine with similar local unions within a reasonable radius of [each other]¹ in the same District, and elect delegates to represent them, but no delegates so elected shall be entitled to more than five votes in the convention.

Sec. 6. No Local Union shall be entitled to representation that is in arrears for per capita tax or assessment for two months preceding the month in which the Convention is held and which has not in every particular complied with the constitution[s] of the International union and of the District and Subdistrict to which it is attached.

Sec. 7. Any local union becoming delinquent must comply with Section 18 of Article 14 and be in good standing for four months previous to the month in which the Convention is held, before it will be entitled to representation.

Sec. 8. All newly organized locals must be organized at least three months and have two months' per capita tax and all assessments paid prior to the month in which the Convention is held, before they will be entitled to representation, unless said new locals are composed of members from old locals in good standing at the time the new local was organized: The fact that a new local is composed of old members must be attested by the District Secretary.

Sec. 9. No person who is not a bona fide member of a local union employed in or around a coal mine, coal washer or coke oven or by the organization or who is not a regular attendant of the meetings of his local union shall be eligible to act as delegate. This section shall not apply to International, District or Subdistrict officers.

NOTE—The term regular attendant shall mean a mem-

¹In the constitution of 1924, "one another" is substituted.

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ber who attends at least one-half of the meetings of his local union for six months just previous to the election of delegates. If transferred, members can show they attended the required number of meetings of the local union from which they transfer, Section 9 will not prevent their representing the local union to which they transfer.

Sec. 10. No appointed employe of the Organization shall be a delegate from any local union other than his own.

Sec. 11. Any member accepting a position other than that of a mine worker shall not be eligible to act as a delegate to any Subdistrict, District or International Convention, or to represent the United Mine Workers in a central body or State Federation of Labor Convention while holding such position, but accepting a position with the United Mine Workers or any other affiliated Organization, shall not be construed as making a member ineligible to act as such.

Sec. 12. The International Secretary-Treasurer shall furnish the local unions with credential blanks in duplicate, which must be attested as required on the blanks. The duplicate shall be retained by the delegate and the original forwarded to the International Secretary-Treasurer, and no credentials shall be accepted later than fifteen days prior to the date for convening the Convention.

Sec. 13. The Credential Committee shall not transfer votes to any delegate unless authorized by the local union to do so.

Sec. 14. Delegates to International Conventions must be elected at official meetings of local unions after the call for the Convention is received and has been read to the local union. The local Recording Secretary shall post notices, signed by himself and the local President, at the mine at least three days prior to such meetings, stating that delegates are to be elected on a certain date. Dele-

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gates must receive a majority vote of the members present at such meeting, and no meeting other than the one first advertised and called in accordance herewith, shall be recognized as an official meeting for the election of delegates.

Sec. 15. Local Officers failing to read the call for a Convention to their local union, and to post notices in accordance with Section 14 of this article, shall upon conviction be removed from office, and shall not thereafter be allowed to hold office in the organization for a period of two years.

Sec. 16. When any delegate's credential is to be contested notice of such contest shall be sent to the International Secretary-Treasurer not later than ten days prior to the date for convening the Convention; but any delegate whose credential is contested, may be unseated at any time during the Convention.

Sec. 17. All resolutions, grievances, and constitutional amendments to be considered by the Convention, shall be sent to the International Secretary-Treasurer, not less than ten days prior to the date set for the Convention, who will sort and distribute them among the chairmen of the various and proper committees.

Sec. 18. Resolutions bearing on different subjects should be written on separate papers.

Sec. 19. International Conventions shall not consider internal appeals or grievances unless they have been previously considered by the lower tribunals of the Organization.

Sec. 20. The International Organization shall pay the transportation of delegates to and from International Conventions on the following basis: Local unions of from ten to five hundred members shall be entitled¹ transportation

¹In the constitution of 1924, "to" is inserted.

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for one delegate and one additional delegate for each additional five hundred members or fraction thereof, provided such fraction is not less than twenty-five¹ members. Where local unions combine, as provided in Section 5, they shall be entitled to transportation for one delegate for each five hundred members or fraction thereof, provided such fraction is not less than twenty-five¹ members. Where railroad certificates cannot be secured by delegates, they shall furnish receipts for fare paid.

The following is inserted in the constitution of 1924:

Sec. 21. On questions coming before the Convention a roll call vote shall be taken upon a request of thirty (30) per cent of the delegates. The Secretary-Treasurer shall have a roll of accredited delegates prepared and make such other arrangements as will expedite and facilitate the calling of the roll.

ARTICLE XIII

Special Conventions

Section 1. Special International Conventions shall be called by the President when so instructed by the International Executive Board, or upon the request of five or more districts.

Sec. 2. Representation in and transportation to and from Special Conventions shall be upon the same basis as govern[s] regular Conventions.

Sec. 3. Districts demanding a Special Convention must state the reason or reasons why such Convention is desired, and it shall be the duty of the President to state said reason or reasons in the Call for the Convention.

Sec. 4. Special Conventions shall not have authority

¹In the constitution of 1924, "fifty-one" is substituted.

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to consider any matter other than that which is specifically stated in the Call for the Convention.

ARTICLE XIV

[*Local Unions*]

Local Unions, How Formed and Governed

Section 1. Local Unions shall be composed of ten or more workmen, skilled and unskilled, working in or around coal mines, coal washers or coke ovens, but seven members shall be a quorum for a local union.

The following is inserted in the constitution of 1924:

Sec. 2. No applicant for membership in the United Mine Workers of America shall be regarded as being a member in good standing until the full amount of his initiation fee has been paid or a check-off order authorizing the collection of the same has been filed in or through the Local Union where application for membership is made, and the obligation has been administered, except in case the applicant has religious scruples against taking the obligation. In such case the obligation shall be waived, providing the applicant gives notice of his objections to taking the obligation at the time his application for membership is filed. In all cases applicants for membership must pay dues and assessments for the month during which they start to work.

Sec. 2.¹ Mine managers, top foremen, operators' commissioners, persons engaged in the sale of intoxicating liquors and members of the Civic Federation [or Boy Scout Movement] shall not be eligible for membership.

¹In the constitution of 1924, this becomes the second paragraph of Sec. 2.

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The following is inserted in the constitution of 1924:

Any member accepting membership in the Industrial Workers of the World, the Working Class Union, the One Big Union, or any other dual organization not affiliated with the American Federation of Labor, or membership in the National Chamber of Commerce, or the Ku Klux Klan, shall be expelled from the United Mine Workers of America, and is permanently debarred from holding office in the United Mine Workers of America and no members of any such organization shall be permitted to have membership in our Union unless they forfeit their membership in the dual Organization immediately upon securing membership in the United Mine Workers of America. Any member of the United Mine Workers of America who accepts office in any dual organization shall be permanently expelled from the United Mine Workers of America, unless reinstated by the International Executive Board.

Sec. 3. No mine shall be under the jurisdiction of more than one local union, neither shall separate locals be established for coal washer¹ or coke oven employes, unless there is no local union having jurisdiction over some adjacent coal mine to which they can belong.

The following is inserted in the constitution of 1924:

All members must immediately transfer to the Local Union having jurisdiction over the mine at which they are employed. The Local Union having jurisdiction over the mine at which a member is employed shall be responsible for the payment of sick, accident and death benefit claims.

¹In the constitution of 1924, "washers" is substituted.

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Sec. 4. The charter fee for local unions organized by salaried officers or organizers of the International, District or Subdistrict unions, shall be \$8.00,¹ which shall entitle the Local organized to one charter, one press seal, one ledger, one recorder,² one book of orders on treasury, one treasurer's receipt book, fifty international constitutions, fifty due cards, one manual, one gavel, one copy of the proceedings of the last International Convention and such other documents as the International Secretary-Treasurer may desire to send them.

Sec. 5. The charter fee for local unions organized by local organizers shall be \$15.00,³ \$7.00 of which may be retained by the local organizer and the remaining \$8.00⁴ of which must be sent to the International Secretary-Treasurer.

Sec. 6. When a local union is organized, the Organizer must send a report and the charter fee to the International Secretary-Treasurer within one week or show valid cause for the delay.

Sec. 7. Unless a dispensation has been granted in accordance with Section 11 of Article 9, the initiation fee for practical miners shall be \$10.00; inexperienced miners and top and bottom men shall be subject to the laws of the District where application for membership is made.

The following is inserted in the constitution of 1924:

Applicants for membership must pay the full amount of the initiation fee into the Local where application is first made; the full amount to be paid within three months or the first payment shall be forfeited.

¹In the constitution of 1924, "\$15.00" is substituted.

²"record book" is substituted.

³"\$22.00" is substituted.

⁴"\$15.00" is substituted.

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Sec. 8. [The initiation fee for members' sons between fourteen and seventeen years of age, shall be \$2.50.]

The following is substituted in the constitution of 1924:

Members' sons between 14 and 17 years of age shall be admitted free of charge.

Sec. 9. Any member wishing to attend school as a pupil, shall be granted leave of absence by his local union, and on returning to work in the mine, shall be admitted to membership without the payment of initiation fee.

Sec. 10. Any member going to work in a non-union mine shall forfeit his membership and can be reinstated only by complying with the laws relating to such offense in the District where said offense is committed, unless such work is done with the consent of the President of the District where the non-union mine is located.

Sec. 11. Any member becoming three months in arrears for dues and assessments, unless officially exonerated from the payment of the same, shall forfeit his membership and can be reinstated only by paying an initiation fee [in accordance with the laws of]¹ the District in which application for membership is made.

Sec. 12. The local dues to be paid by each member shall not be less than fifty² cents per month, together with such assessments as may be levied by the different branches of the Organization.

Sec. 13. Every local union shall pay direct to the International Secretary-Treasurer a per capita tax of 25c³ per member and such additional assessments as may be levied by an International Convention, referendum vote

¹In the constitution of 1924, "and such other penalties as may be imposed by" is substituted.

²"seventy-five" is substituted.

³"50c" is substituted.

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of the members or in accordance with Section 25 of Article 9, payment of per capita tax to be based upon the amount of dues collected each month by the Local Union.

Sec. 14. Boys under sixteen years of age and decrepit or disabled members shall be known as half members and shall pay only half as much tax and assessment as full members.

Sec. 15. The Local Financial Secretary shall fill out and forward to the International and District Secretaries on or before the 25th of each month, a report of all members in good standing in the Local Union the previous month, together with all tax and assessment due the International and District Organizations for the previous month.

Sec. 16. In filling out the monthly reports, the Local Financial Secretary must report to the International Secretary on blanks furnished for that purpose, the amount of money paid and the number of members reported to the District, and to the District Secretary, the amount of money paid and the number of members reported to the International, and must sign certificates showing the report is for the full number of members in good standing in the Local.

Sec. 17. When a local union has failed to report and pay as provided in Sections 15 and 16, by the end of the month, the International Secretary-Treasurer shall notify the local President and Recording Secretary of the fact and failing to receive a satisfactory response within ten days thereafter, shall suspend the local from membership, and any local so suspended shall be published on the delinquent list.

Sec. 18. Local Unions placed on the delinquent list shall not be reinstated until they have paid all arrearages and a fine of \$2.00 for each one hundred members, or fraction thereof, in the local union.

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Sec. 19. Should it be proved¹ that any local Financial Secretary has failed to report monthly the full membership of his Local to the International and District Secretaries and to send in the full amount of per capita tax on the same number of members that has paid dues to the local union together with the full amount of assessment due the International and District Unions, the local union shall be suspended from all privileges and benefits until the deficiency is made good, and the officer responsible for such failure shall not be allowed to again hold office in the organization for a period of two years.

Sec. 20. The word "member" as it appears in Section 13 of this article, shall include all persons from whom dues are collected, whether they have taken the obligation or not.

Sec. 21. When a mine is abandoned indefinitely and all the members of the local union having jurisdiction over it have gone to work elsewhere, the local Recording Secretary must notify the District Secretary of the fact and the District Secretary must make application to the International Secretary-Treasurer for exoneration for the local union for each month the mine is idle.

Sec. 22. In all cases, except as provided in Section 21, where local unions desire exoneration from the payment of per capita tax or assessments, the request for exoneration must be signed individually by the local President and the Financial and Recording Secretaries, but no local shall be exonerated until the request is approved by the District and International Secretaries.

Sec. 23. No Local Union shall be exonerated from the payment of per capita tax or assessments [unless the members have been idle for one month or more but it is understood that any member or members of a Local Union who

¹In the constitution of 1924, "proven" is substituted.

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have been idle one month or more may be exonerated from the payment of dues and assessments by the Local Union of which he or they are members provided such member or members are idle through no fault of their own.]

The following is substituted in the constitution of 1924:

when the members have worked forty hours or more during said month; but it is understood that individual members of a Local Union who have not worked more than thirty-two hours in any one month may be exonerated from the payment of dues and assessments by the Local Union of which they are members, provided that such members are idle through no fault of their own. All individual members so exonerated must be reported to the International and District Organizations on the report required by Sections 15 and 16 of this article.

Sec. 24. When exoneration is granted, the request must be renewed each month and shall be a legal substitute for the report required by Section 15 of this article.

Sec. 25. No local union shall be allowed, for any reason or purpose, to divide its funds among its members.

The following is inserted in the constitution of 1924:

nor make donations to strikes unless said strikes have been endorsed by the American Federation of Labor or an affiliated Organization.

Any local using its funds for other than legitimate purposes, shall be fined double the amount so used, the fine to be collected by the District and turned over to the International Secretary-Treasurer.

The following is inserted in the constitution of 1924:

Any member receiving money from a Local

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Union for other than a legitimate purpose shall be suspended until double the amount received is returned. It shall be illegal to contribute funds for the promotion of the candidacy of any candidate for office within the Organization.

Sec. 26. [Should any local union for any cause disband, the charter and all the moneys and supplies belonging thereto must be sent to the International Secretary-Treasurer by the local officers thereof.]

The following is substituted in the constitution of 1924:

If any mine or colliery is permanently abandoned, or should any Local Union for any cause disband or should its charter be revoked, the charter and all moneys, supplies and property belonging thereto shall be taken over by the District Organization for the International Union.

Sec. 27. All local unions must contribute to and comply with the valid laws of Subdistricts, where such are organized.

Sec. 28. All local unions are required to affiliate with State Federations of Labor and Central Bodies¹ if such Federations² are chartered by the American Federation of Labor.

Sec. 29. All local unions shall set aside one meeting each month for the discussion of agreements and constitutions.

Sec. 30. Local Union supplies shall be furnished by the International Union for such prices as may be determined by the International Executive Board.

Sec. 31. Local Financial Secretaries shall, upon request,

¹In the constitution of 1924, "if Central Bodies are conveniently located" is inserted.

²"and Central Bodies" is inserted.

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furnish each member with a Due Card with the amount of dues and assessments paid recorded thereon, which shall be the member's receipt for same.

Sec. 32. All local officers shall be elected the last meeting in June of each year by a majority vote of the members present, and shall serve until their successors are elected and qualified.

Sec. 33. The date of local elections for local officers, mine committeemen and checkweighmen must be generally advertised among the members at least one week previous to the date of election.

Sec. 34. No person shall be eligible to act as a local officer or mine committeeman who has not been a member of the local union represented at least six months.

The following is inserted in the constitution of 1924:

or is not employed in or around a coal mine, coal washer or coke oven, or by the Organization.

This section is not intended to apply to newly organized locals.

Sec. 35. No person shall hold two offices in a local union at the same time. This section shall not apply to mine committeemen or checkweighmen.

Sec. 36. Only members who contribute to the support of checkweighmen shall have a right to vote for their election.

Sec. 37. Checkweighmen must be members of the United Mine Workers of America six months previous to their election and shall keep a record of all men employed in and around the mine and perform such other duties as may be assigned them by the men who employ them.

The following is inserted in the constitution of 1924:

This section shall not apply to newly organized Locals.

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Sec. 38. All Local Officers entrusted with the finances of the organization must give a bond to insure a faithful performance of their duty [the amount of said bond to be determined by the local union. When possible, said bond must be secured from a reputable surety company.]

The following is substituted in the constitution of 1924:

the bond to be secured and the amount thereof to be determined by the District Organization.

Sec. 39. The local seal shall remain in the custody of the Local Recording Secretary and that officer shall be responsible for any misuse of the same.

Sec. 40. It shall be the duty of every member to see that his local union is in good standing at all times, and any member failing to report to the International Office any delinquency on the part of his local union, must suffer any penalty applied to the local union for such delinquency.

Sec. 41. All local unions shall subscribe annually for one copy of the official Journal [pay for it in advance] and Recording Secretaries must examine every issue and read all official circulars therein to the members of his¹ local union.²

Sec. 42. Local unions shall appoint label committees who shall act according to the directions of the Local in authority, in encouraging the purchase of goods bearing the union label.

ARTICLE XV

Transfer Cards

Section 1. All Transfer Cards must be purchased from the International Secretary-Treasurer [and shall be made

¹In the constitution of 1924, "their" is substituted.

²"unions" is substituted.

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in book form with two stubs attached, the books to be numbered, and each card in each book to be numbered consecutively and to bear the number of the book; the stubs to be printed in conformity with the body of the card. The card and inside stub shall be filled out by the Financial Secretary and certified to by the President and Recording Secretary of the local union issuing the card. The inside stub must be retained by the local union issuing the card for future reference. The outside stub must accompany the body of the card and must be immediately filled out by the Recording Secretary of the local union where the card is deposited and returned by him to the Recording Secretary of the local union that issued the card. Recording Secretaries failing to return stubs within five days after their receipt shall be fined five dollars.]

The following is substituted in the constitution of 1924:

who shall send out a monthly statement to the Local Unions and Traveling Auditors, showing the number of Transfer Card Books sold and giving the number of each book and the number of the Local Union purchasing the same. All Transfer Cards must be purchased by the Local Recording Secretary, who must make an entry on his minute book showing the serial number of the book of Transfer Cards received.

Sec. 2. The form of Transfer Card in present use [facsimile of which follows this section]¹ shall be continued as the official transfer card of the United Mine Workers of America. (See facsimile in center of Book.)¹

Sec. 3. The Transfer Card must show that the member receiving it has paid all obligations up to and including the month in which it was issued, also at what class of labor he was employed.

¹Facsimile not reprinted here.

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Sec. 4. No local union placed on the delinquent list or that¹ is in bad standing with any branch of the Organization, shall have authority to issue Transfer Cards until [they have]² been reinstated to good standing.

Sec. 5. Local officers must examine the monthly "Delinquent Statement" sent out by the International Secretary-Treasurer and shall not receive any Transfer Card issued by³ local union[s] appearing thereon.

Sec. 6. The International President shall have authority to restrain, for reason, or to grant any District the authority to restrain, for reason, any local union from issuing Transfer Cards and local unions receiving official notice that any local union has been so restrained shall not receive any Transfer Card issued by such local.

Sec. 7. Transfer Cards issued in violation of Sections 3, 4 and 6 of this article, will be invalid, and local officers responsible for their issuance shall be fined \$10.00 for each card so issued and permanently removed from office; or any local officer accepting a Transfer Card in violation of Sections 5 and 6 of this article shall be fined \$10.00 for each card so accepted and permanently removed from office by the International Executive Board; and any local union refusing to enforce the above penalties when applied, shall be placed on the delinquent list and can be reinstated only in accordance with Section 18 of Article 14.

Sec. 8. When a person who has not been a member of the organization three months or more secures a Transfer Card from a local union in a District where a dispensation has been granted, said Transfer Card shall not be accepted by any local in a different District unless the holder agrees to pay the difference between the initiation fee already

¹In the constitution of 1924, "which" is substituted.

²"it has" is substituted.

³"any" is inserted.

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paid and the initiation fee of the District where he desires to deposit his card.

Sec. 9. Any member depositing a Transfer Card must pay all arrearages due on the card¹ when² deposited and shall be subject to the laws of the District having jurisdiction over the local union in which the card is deposited, but no District shall have authority to enact laws prohibiting the acceptance of valid Transfer Cards [by any of the local unions within its jurisdiction.]

Sec. 10. Any Transfer Card that is lapsed for a period of three months shall be invalid and shall not admit the holder to membership in any local union.

Sec. 11. Any member withdrawing his Transfer Card from a local shall be known as a member of the local issuing the card until it is deposited with some other local or until the card is lapsed.³

Sec. 12. No member holding a Transfer Card shall be entitled to strike benefits (where such are paid) from the local union issuing the card, until such card has been re-deposited with said local, and then only from the date on which the card was re-deposited.

Sec. 13. Due Cards shall not admit any member to membership from one local to another. Such transfer must be made by Transfer Card, and any member in good standing shall be entitled to a Transfer Card, from his local union upon request, except as restricted by Sections 4 and 6 of this article.

The following is inserted in the constitution of 1924:

When a Local Union is disbanded the Local Offi-

¹In the constitution of 1924, "or sign a check-off order for the arrearage" is inserted.

²"the card is" is inserted.

³"except as provided in Section 3, Article XIV" is added.

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cers shall prepare a Transfer Card for every member entitled to the same, and any card that is unclaimed when the charter and supplies are taken over by the District Organization shall be sent to the District Secretary, to be held until claimed by its rightful owner, or until the Transfer Card is lapsed.

Sec. 14. To protect the membership of members residing where no local union is established, the International, District or Subdistrict Secretaries shall upon presentation accept Transfer Cards and dues and assessments from such members, but no such Secretary shall accept Transfer Cards, dues or assessments from members having access to a local union.

Sec. 15. The local Financial and Recording Secretaries shall keep a record of all Transfer Cards [bought] issued and received [by their local unions] for inspection by the Local and Traveling Auditors.

Sec. 16. Any member of the Organization found guilty of trafficking in or abusing the use of [the] Transfer Card¹ shall, when possible, be prosecuted in the civil courts² and shall in every instance be permanently expelled by the International Executive Board.

Sec. 17. No legal holder of a valid Transfer Card, who has complied with Sections 8 and 9 of this article, shall for any reason be debarred from membership in any local union or hindered from securing employment in any mine under the jurisdiction of the United Mine Workers of America. Violation of this clause shall be prosecuted under Section 2 of Article VI.

Sec. 18. Transfer Cards issued by the [Western Federation of Miners and bona fide coal miners' unions]

¹In the constitution of 1924, "Cards" is substituted.

²"by the District Organization" is inserted.

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The following is substituted in the constitution of 1924:

International Union of Mine, Mill and Smelter Workers, the International Mining Congress and Miners Unions in Australia and New Zealand shall be accepted by the United Mine Workers,

The following is inserted in the constitution of 1924:

provided such cards show that the holders thereof are practical miners and have been dues-paying members of the organizations mentioned for at least six months just previous to the time such cards are deposited with the United Mine Workers of America, and shall be

subject to the same provisions governing the acceptance of United Mine Workers Cards.

Sec. 19. Transfer Cards of the Provincial Workmen's Association of Nova Scotia shall not be accepted.

ARTICLE XVI

Strikes

Section 1. No District shall be permitted to engage in a strike involving all or a major portion of its members, without the sanction of an International Convention or the International Executive Board.

Sec. 2. Districts may order local strikes within their respective Districts on their own responsibility, but where local strikes are to be financed by the International Union, they must be sanctioned by the International Executive Board.

Sec. 3. Strikes shall not be called in any unorganized field without the sanction of an International Convention or the International Executive Board, and no financial aid shall be furnished by the International Union for the sup-

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port of any strike until after the strike has been in effect four weeks, unless otherwise decided by the International Executive Board.

Sec. 4. The International Executive Board shall decide the conditions upon which strikes may be financed by the International Union; determine the amount of relief to be paid per member involved, etc.

Sec. 5. When strikes are sanctioned and financed by the International Union, the International President may appoint, subject to the approval of the International Executive Board, a [representative of the International Union]¹ who shall assume responsibility for all international funds so expended, said representative¹ to be bonded; amount of bond to be determined by the International Executive Board and no bills shall be paid by the International Union unless contracted or authorized by said representative² or the International Executive Board.

Sec. 6. When strikes are financed by the International Union the International Secretary-Treasurer shall furnish each local union involved with report blank[s] on which all expenditures must be detailed as provided on the blanks, and [the] Recording Secretary shall fill out said blanks weekly; have the same attested by the Local President and Financial Secretary; attach the seal of the Local Union and forward one copy to the International Secretary-Treasurer; one copy to the International Representative³ in charge of the finances and retain one copy in the local union for future reference. Local unions failing to comply with this section shall not receive financial relief from the International Union.

¹In the constitution of 1924, "financial agent" is substituted.

²"financial agent" is substituted and " , the resident International Officers" is inserted.

³"financial agent" is substituted.

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The following is inserted in the constitution of 1924:

Sec. 7. The International Secretary-Treasurer shall devise a uniform system of accounting for the use of financial agents handling strike funds for the International Union, and it shall be the duty of the Traveling Auditors employed in the District where the strike prevails, or such person as may be authorized by the International President, to audit the accounts of the financial agent at least every quarter of the period of the strike, or as often as the International Secretary-Treasurer may consider an audit necessary, and a final audit must be made when the strike is ended, and the Auditor making such audits shall file a report of each audit with the International Secretary-Treasurer, who in turn shall submit them to the membership in his financial report.

Sec. 8. Any member who leaves a locality where a strike is in progress, goes to work in another locality and remains away one month or more, shall not be entitled to strike benefits if he returns to the strike zone while the strike is on.

ARTICLE XVII

Organizers

Section 1. Organizers' Commissions must be signed by the International President and attested by the International Secretary-Treasurer.

Sec. 2. International Organizers shall work under the direction of the International President or the International Executive Board and shall have authority to visit any local union within the jurisdiction of the United Mine Workers, when directed by the proper authority to do so.

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ARTICLE XVIII

Charges and Method¹ of Trials

Section 1. When any officer of the Organization, other than local, is charged with an alleged official offense against the Organization or any of its members, the charge must be lodged with the Executive Board of the branch of which he is an officer and the decision of said Executive Board shall close the case insofar as such tribunal is concerned, but should the accused or his accuser be dissatisfied with the decision of the tribunal first trying the case, either shall have the right of appeal to the next highest tribunal in authority and so on until a final decision is reached, as provided in Section 3 of Article 3.

Sec. 2. When any local officer or any member not an officer is accused of violating any of the Organization's laws or [of] any transgression against the Organization or any of its officers or members, the charge must be first lodged with and prosecuted before the local union of which the alleged offender is a member and the decision of the local union shall close the case [in] so far as that tribunal is concerned, but should the accused or his accuser be dissatisfied with the decision of the tribunal first trying the case, either shall have the right of appeal to the next highest tribunal in authority and so on until a final decision is reached as provided in Section 3 of Article 3.

Sec. 3. When Subdistrict Conventions are in session, they shall be recognized as [an] intermediary trial tribunal² between the Subdistrict and District Executive Board,³ and District Conventions in session shall be recognized as [an] intermediary trial tribunal² between the District and International Executive Board,³ and Inter-

¹In the constitution of 1924, "Methods" is substituted.

²In the constitution of 1924, "tribunals" is substituted.

³"Boards" is substituted.

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national Conventions in session may assume the functions of the International Executive Board, but if it can be shown that any case prosecuted under this article has been unnecessarily delayed on account of awaiting the arrival of a Subdistrict, District or International Convention, said conventions shall refuse to consider the case, and shall refer it back to the respective Executive Board without prejudice.

Sec. 4. When it is proved¹ that either party to a case has wilfully failed to appear before the proper tribunal for a hearing, after receiving official notice to do so, the case shall be decided in favor of the disputant so appearing and no appeal shall be allowed, and if neither disputant appears, the case shall be closed by default.

Sec. 5. The tribunal first trying any officer or member for any offense against the Organization or any of its members except as elsewhere herein provided, shall have the right to fix the penalty for the offense [and if sustained compliance with the penalty so imposed will be the only basis upon which the offender can regain good standing in the organization.]

The following is substituted in the constitution of 1924:

but any offense committed or penalty imposed shall be subject to review as hereinbefore provided for.

Sec. 6. The foregoing sections of this article shall not prohibit the enforcement of penalties as provided elsewhere in this Constitution. Neither shall they prohibit the use of the right of recall as provided by Section 30² of Article XI.

¹In the constitution of 1924, "proven" is substituted.

²"29" is substituted.

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ARTICLE XIX

Official Journal

[Section 1. The United Mine Workers' Journal, official organ of the organization, shall be issued on Thursday of each week from headquarters. It shall be a medium for circulating news of interest to the craft; shall publish from time to time the important transactions of the organization, general mining and trade news, together with copies of official circulars and financial reports, and other matters of general interest. It shall be non-sectarian in religion, dignified in tone, and shall serve the political interest of our members and the general movement.]

[Sec. 2. The Editor shall have charge of all correspondence, reports or other matters of a literary character and shall oversee the mechanical work and superintend the make-up of the paper. He may publish upon request the announcement of any candidate for office, but he shall not publish any article for or against any candidate for office in the organization.]

[Sec. 3. The business management of the Journal shall be under the management of a person appointed by the President and he shall have charge of the circulation and advertising, but he shall not accept advertisement from any firm that is unfair to organized labor, or any other firm without first investigating such advertisement.]

[Sec. 4. The Manager must give a bond, the amount of said bond to be specified by and the bond approved by the International Executive Board.]

The following is substituted in the constitution of 1924:

The publication and management of our Official Journal shall be left with the International Executive Board, which body shall have full power to decide all questions concerning

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publication, business management and policies thereof.

ARTICLE XX

Miscellaneous

Section 1. Any officer or any member of any branch of the Organization guilty of embezzlement or of misappropriating any of the funds of the Organization, shall be prosecuted by every means possible by the branch whose funds are embezzled or misappropriated, and shall not be allowed to hold any office in the Organization thereafter.

Sec. 2. Any officer of any branch of the Organization accepting a salaried political office other than that of a State Legislator, Member of Congress, Member of Provincial [or Dominion] Parliament, County Sheriff, or Member of State Board of Arbitration, Local School Board, City, Borough or Town Council or local Poor Boards,

The following is inserted in the constitution of 1924:

Member of Miners' Examining Boards granting certificates of competency, or member serving on Industrial Insurance Commission and any other office legislating or administering laws affecting labor,

shall resign his office in the United Mine Workers immediately upon his acceptance of the same.

Sec. 3. Any member guilty of slandering or circulating or causing to be circulated false statements about any member of, or any member circulating or causing to be circulated any statement wrongfully condemning any decision rendered by any officer of the Organization, shall upon conviction be suspended from membership for a period of six months and shall not be eligible to hold

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office in any branch of the Organization for two years thereafter.

The following is inserted in the constitution of 1924:

The above shall be construed as applying to any Local Officer or member reading such circulars to the members of a Local Union, or who in any way gives publicity to such.

Sec. 4. Any officer or any employe of any branch of the Organization seen in public in a state of intoxication [while on duty] shall upon conviction be at once removed from his position by the proper authority having jurisdiction over such officer or employe.

Sec. 5. All officers of all branches of the United Mine Workers of America must upon retiring from office, turn over to [their successors]¹ all moneys, official records and documents, and all property belonging to the Organization that may be in their possession at the time of [their] retirement.

The following is inserted in the constitution of 1924:

Sec. 6. Any member of the United Mine Workers of America who furnishes a complete or partial list of our membership to any person or persons, except to those whose official business requires them to have such a list, shall be subject to a fine of \$10.00 and be debarred from holding office in the Organization for a period of one year.

Sec. 7. When possible, all persons employed by our Organization in and around headquarters and the United Mine Workers' Journal shall be members of organized labor.

¹In the constitution of 1924, "the branch of the organization they represented" is substituted.

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Sec. 8. Sick, accident and death benefit funds may be established by Districts, Subdistricts or Local Unions if desired by two-thirds of the members of the respective bodies.

Sec. 9. Any member of the Organization who resorts to the civil courts to secure redress of an alleged wrong done him by the Organization, before exhausting his rights in the courts of the United Mine Workers of America, shall be expelled from the Organization and shall not be reinstated until the suit entered in the civil courts is withdrawn.

Sec. 10. Any member or members shutting down a mine in violation of Joint Agreement shall, upon conviction by the District Organization, suffer such penalty as may be imposed upon them by the respective District Organizations.

Sec. 11. Delegates to the American Federation of Labor Conventions shall have their report published in the United Mine Workers' Journal, and shall be considered officers of the International Union during the sessions of the American Federation of Labor Conventions only.

Sec. 12. When a Local charter is revoked the members thereof shall be required to pay an initiation fee of \$10.00 before they can again secure membership in the United Mine Workers of America, excepting those who have complied with the laws of the Organization and Joint Agreements.

Sec. 6.¹ This Constitution shall [become effective April 1st, 1912]² and can be amended only by a majority vote of the delegates attending the regular International Convention.

¹In the constitution of 1924, this becomes "Sec. 13."

²"be in effect from April 1, 1924, until March 31, 1926" is substituted.

APPENDIX IV

CONSTITUTION OF DISTRICT 12, UNITED MINE WORKERS OF AMERICA

CONSTITUTION OF DISTRICT 12, ADOPTED AT PEORIA,
ILLINOIS, 1913

ARTICLE I

Name, Object and Jurisdiction

Section 1. This Organization shall be known as the Twelfth District of the United Mine Workers of America.

Sec. 2. The objects of this union are to unite all mine employes who produce or handle coal or coke, in or around the mines or washeries and to ameliorate their conditions by methods of conciliation, or strike.

Sec. 3. This district shall have jurisdiction over all sub-districts and local unions in Illinois, which shall be governed in all trade matters by this constitution, and there shall not be more than one local for any mine.

ARTICLE II

Officers

Section 1. The officers of this District shall be one President, one Vice-President, one Secretary-Treasurer and nine Executive Board members, one from each former inspection district, and one International Board Member who shall be a member *ex officio* of the District Executive Board, who shall constitute the Executive Board, also a Board of Auditors shall be elected, consisting of three members.

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Sec. 2. The salaries of all the officers shall be fixed at each regular Convention.

Sec. 3. The President's salary shall be \$1,800.00 per year and all legitimate expenses; the Secretary-Treasurer's salary shall be \$1,800.00 per year and all legitimate expenses; the Vice-President's salary shall be \$1,500.00 per year and all legitimate expenses. Members of the Executive Board and Auditing Committee shall receive \$4.00 per day and all legitimate expenses, when employed by the President to work for the United Mine Workers of America, District No. 12.

ARTICLE III

Qualifications of Officers

Section 1. Any member in good standing in our Organization shall be eligible to hold office in the District if employed at our trade, or officially connected with our Organization, and has never been found guilty of misappropriating any of the Organization's funds, and has had five years' experience as a mine worker and has been a member one year in this District at the time of his election.

ARTICLE IV

Duties of Officers—President

Section 1. The President shall preside at all Conventions of the District; he shall sign all official documents when satisfied of their correctness, and with the consent of the Executive Board, he is empowered to suspend or remove any district officer for insubordination for just and sufficient cause, and with the consent of the Executive Board appoint, from time to time, such organizers and workers, as in his opinion may be required to serve the best interests of the Organization. He shall devote his

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time and attention to the interests of the District and shall exercise general supervision of its workings, either in the field or in the District office as his judgment dictates. He shall send out in circular form to all locals, six weeks previous to District Convention, such recommendations as he may deem wise to be acted on at District Convention, so delegates to same Convention may have the advice of their respective locals on such recommendations. He may attend in person or send a state officer to visit local unions and Subdistrict Conventions and any other places connected with the United Mine Workers of America, District 12, when convinced that such services are required.

Sec. 2. He shall appoint from among properly elected delegates the committees necessary to transact the work of the District Conventions, and instruct the Resolution and Constitution Committees to meet at headquarters sufficiently early to enable them to be prepared to render at least a partial report on the first day of the Convention; but if the Convention is to consider charges regularly filed against the President, the Grievance Committee shall be elected by the Convention.

Sec. 3. The President shall fill by appointment all vacancies occurring in any District office for any cause, except District Board Members, who shall be elected by the District in which the vacancy occurs, provided, however, that the Board Member where such vacancy occurs had six months or less to serve, then, in such cases only, shall the President fill the vacancy by appointment.

Duties of the Vice-President

Sec. 4. The Vice-President shall act as a general organizer and shall be under the direction of the President, and in the absence of the President shall assume all the

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duties and responsibilities of that office and shall succeed to that office in case of the death or removal of the President.

Duties of Secretary-Treasurer

Sec. 5. The Secretary-Treasurer shall have charge of and preserve all books, documents and effects of the District office. He shall record the proceedings of all Conventions in detail and send a copy to the Local's Secretary and each delegate. He shall also keep a record of the meetings of the Executive Board, and copies of all important letters sent out by him. He shall receive and receipt for all moneys, pay all bills and current expenses when attested by the President. He shall prepare and submit to all locals a quarterly statement showing salary and expenses of each officer and employe in separate items, and a report of all moneys received and disbursed. When a local is suspended by the state officers, he shall, within fourteen days, notify all locals of the suspension, giving the cause for the same. He shall also perform such other duties as may be assigned to him. He shall give a bond in the sum of Forty Thousand Dollars (\$40,000) secured from a reliable surety company, for the safe keeping of all moneys entrusted to him, which must be approved by the District Executive Board and deposited with the President; but he shall not have more than Twenty Thousand Dollars (\$20,000) subject to his order at any one time. All other funds must be deposited by him subject to the order of the Executive Board. He shall send semi-annually to all locals and subdistrict officers in good standing the pass word. It shall be the duty of all parties receiving said pass word in writing to destroy it at once, and no one shall transmit it without the proper authority. The Secretary-Treasurer shall employ such assistance as may be necessary to conduct the

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affairs of his office, subject to the approval of the President.

Sec. 6. The Secretary-Treasurer, or any one authorized by him, shall have power to visit all locals to ascertain if they have been paying the full per capita tax, levies and assessments on all members in said local; also conditions in which said locals are working, and report the same to the Executive Board, which shall deal with said locals according to the International and District Constitutions. It shall also be his duty to furnish all local unions with the name of a reputable surety company, in which their officers who handle finances must be bonded.

It shall be the duty of the District Executive Board, when any local union fails to comply with the above section to fine said local union not more than fifty dollars; and under no circumstances shall the fine be remitted; said fine to be paid into the District Treasury.

Duties of District Executive Board

Sec. 7. The Executive Board shall constitute the District Board of Conciliation; shall execute the orders of the District Convention, and between Conventions shall have power to direct the workings of the union. The board shall be convened by the President and Secretary-Treasurer, or by request of four members of the board, and they shall have power to draw upon and use the defense fund of the District when, in their opinion, the best interests of the District demand its use; but moneys that are not used for strike purposes shall be retained as a defense fund for the above; also to levy and collect assessments when necessary. It shall hold in trust for District 12 of the United Mine Workers of America all money deposited subject to the order of the Executive Board, by the Secretary-Treasurer, but under no circumstances shall said money be drawn

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except upon the written order of seven members of the board.

Sec. 8. The state officers and Subdistrict Presidents shall send in a written report of all violations of the state laws and agreements, by either operators or miners, to the Secretary-Treasurer, who shall compile the same for future reference.

Duties of Auditing Committee

Sec. 9. The Auditing Committee shall meet semi-annually; they shall carefully inspect and audit the books and accounts pertaining to the Secretary-Treasurer's office, and shall make a correct report of their findings to the locals of the District. They shall also act as Credential Committee and shall meet one week prior to the regular Convention and make their report prior to the ratification of the election of officers.

Duties of Tellers of Election

Sec. 10. The Auditor's alternates shall be tellers of election. They shall meet at the District office not later than one week prior to the holding of the regular Convention, and shall canvass the votes cast for state officers and report their findings to the Convention on return sheets prepared for the purpose.

Sec. 11. It shall be the duty of the District executive officers to attend International Conventions and joint conferences where the action of such conferences may affect this District, providing such officers have credentials from the local unions to which they belong.

ARTICLE V

Revenue

Section 1. The revenues of this District shall be derived from the local unions, viz: Ten cents per month per

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capita tax. The funds shall be used to pay District organizers and the cost of securing better legislation for the benefit of the members. The strike or defense fund shall be created by the District Board assessing such per cent on gross earnings, less mine expenses, on all members as in their opinion may be necessary for the welfare of the District.

The above section shall apply to all District and Sub-district officials, all local officials, pit committees, delegates or members receiving wages for work in any manner from any branch of the Organization.

Sec. 2. No local or locals shall be exempt from paying per capita tax or assessment, unless they have been on strike, locked out, or idle for one month. In cases where local unions desire exoneration from dues, such request shall be signed by the President, Secretary and Mine Committee, but no local union shall be exempt from paying dues or assessments until endorsed by the Subdistrict Secretary, where Subdistricts exist, and approved by the President and Secretary of the District, and a report shall be made each month, giving the number and names of idle men, as long as the members remain idle.

Sec. 3. The Local Financial Secretary shall fill out and forward to the District Secretary-Treasurer on or before the 25th of each month, a report of all members in good standing in the local union on the first day of that month, together with all taxes and assessments due the District office from the same. Any local union owing three months' per capita tax or assessment shall be suspended.

Sec. 4. Should satisfactory evidence be produced that any Local Financial Secretary has failed to report monthly the full membership of his union to the International, District and Subdistrict Secretaries, together with the payment of dues and assessments on the same number of

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members that have paid to the local union, said local union shall be suspended from all privileges or benefits until such deficiency is made good and the officers involved shall not be permitted to hold office again in the Organization.

Sec. 5. In filling out the monthly reports, the Local Financial Secretary shall report to the District office on blanks furnished for that purpose, the amount of money paid and the number of members reported to the International Secretary, the amount of money and number of members reported to the District Secretary-Treasurer, and shall sign a certificate showing that the report is for the full number of members in good standing in the local.

All regular dues shall be kept off the first half of the month.

ARTICLE VI

Call for Regular Convention

Section 1. The District Secretary-Treasurer shall issue a call for the regular Convention six weeks prior to the date set for it, and shall furnish printed credentials with duplicates to each local. Each local shall place the names of all delegates from said local on the same credential, properly signed and sealed, and the duplicate shall be sent to the District office fifteen days prior to the date set for the Convention.

Sec. 2. The District Convention shall be held annually, commencing the third Tuesday in February, at such place as may be determined upon by the preceding convention; provided, however, that if in the opinion of the President and Executive Board any question of sufficient magnitude shall arise before or in the Convention of the International body which would demand the postponement of the District Convention, they are hereby authorized to postpone

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it. Special Conventions may be called by the District President, acting under advice and with the consent of the Executive Board. Upon the signed request of five per cent of the membership desiring a special Convention, the question will be referred to the local unions for a referendum vote of the entire membership of the District. If a majority of the members decide in favor of holding a special Convention, the Secretary-Treasurer must within ten days after the results are known, issue an order for said Convention.

Sec. 3. Representatives to District Convention shall consist of delegates elected directly from Local Unions and the District Executive Officers, Legislative Committee and Powder Commission. Delegates elected directly from the local unions shall have one vote for one hundred members or less and an additional vote for each one hundred members or a majority fraction thereof; but no representative shall have more than five votes, and no person shall be eligible as representative who is not a bona fide member of a local union in the District at least six months, and employed in or around a coal mine, coal washery, or coke oven, or by the Organization, and has attended at least one-half of the meetings of his local union for six months prior to the election of delegates. If transferred members can show that they attended the required number of meetings of the local union from which they transferred, the above will not prevent their representing the local to which they transferred.

All District officers shall be ex officio delegates, with all privileges as regular delegates, except they shall not be permitted to vote unless they have credentials from their local union.

Sec. 4. Delegates to District Conventions must be elected at official meetings of local unions after the call

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for the Convention is received and has been read to the local union. The Local Recording Secretary shall post notices, signed by himself and the Local President; at the mine at least three days prior to such meetings, stating that delegates are to be elected on a certain date. Delegates must receive a majority vote of the members present at such meeting, and no meeting other than the one first advertised and called in accordance therewith, shall be recognized as an official meeting for the election of delegates.

Sec. 5. When any delegate's credential is to be contested, notice of such contest shall be sent to the District Secretary-Treasurer not later than one week prior to the date for convening the Convention, but any delegate whose credential is contested may be unseated at any time during the Convention.

Sec. 6. Representation shall be based upon the membership of the local union at the time the last payment was made on per capita tax previous to the month in which the Convention is held, providing the local union is in good standing.

Sec. 7. Delegates to District Conventions elected by their local union shall be paid per diem while attending and railroad fare to and from the Convention on the following basis: Delegates shall be paid at the rate of \$4.00 per day salary and \$1.50 per day for expenses. No salary to be paid on Sunday. Local unions having 500 members or less shall be entitled to transportation and per diem for one delegate, and for one delegate for each additional 500 members or fraction thereof, when such fraction is 51 members or more. Each local union shall be assessed its pro rata share to defray the expenses of the Convention.

Sec. 8. All resolutions, grievances and constitutional amendments to be considered by the Convention, shall be sent to the District Secretary-Treasurer not less than ten

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days prior to the date set for the Convention, who will sort and distribute them among the chairmen of the various and proper committees, but anyone desiring to introduce resolutions into the Convention, can do so with the consent of a majority of the delegates.

ARTICLE VII

Strikes

Section 1. When trouble of a local character arises between the members of any local union and its employers, the Mine Committee and officers shall endeavor to effect an amicable adjustment; and failing, they shall immediately notify the officers of the Subdistrict, and said Subdistrict officers shall immediately investigate the cause of complaint. Failing to effect a peaceable settlement upon a basis that would be equitable and just to the aggrieved members, and finding that a strike would best subserve the interests of the locality affected, they may, with the consent and approval of the District officers, order such a strike.

Any local union striking in violation of the above provisions will not be recognized or sustained by the state officers. Before final action is taken by any District upon questions that directly or indirectly affect the interests of the mine workers of another District, or may require a strike to determine, the President and Secretary of the aggrieved District shall jointly prepare, sign and forward to the International President a statement setting forth the grievance complained of, the action contemplated by the District, together with reasons therefor, and shall await the decision and direction of the International President and be governed thereby. In all cases the Mine Committee, the employes and all parties involved must continue work

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pending an investigation and adjustment until a final decision is reached in the manner above set forth.

Sec. 2. Should the action contemplated by the aggrieved District receive the approval of the International President, the District shall act; but should the International President disapprove of the action contemplated, the District may appeal to the International Executive Board, in accordance with the provisions of the International Constitution. Until the International President or International Executive Board has sustained an appeal, this District is not free to enter upon a strike, unless it shall have been ordered by the International Convention.

Sec. 3. Any local union, committee or member acting in violation of Sections 1 and 2 of this article, shall be liable to expulsion or fine, subject to the discretion of the District Executive Board.

ARTICLE VIII

Membership

Section 1. The membership of this union shall consist of all miners, mine laborers and other workmen skilled and unskilled, working in or around the mines and washeries, who perform labor for which a scale of wages is made, and shall pay the following initiation fee:

Sec. 2. For a top laborer, the sum of ten dollars (\$10) initiation fee, and after two years' service as a top laborer, he may be permitted to go below as a bottom laborer, and after two years' service as a bottom laborer, he may be permitted to go to the face as per state law, without paying any additional fee.

Any member or members violating this section shall be fined \$25 and the inexperienced man shall be compelled to serve his apprenticeship.

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Sec. 3. For experienced bottom labor the initiation fee shall be ten dollars (\$10); for inexperienced bottom labor the initiation fee shall be fifty dollars (\$50), and after two years' service as a bottom laborer he may be admitted to the face to mine coal according to the state mining laws, namely, two years with a practical miner.

Any member or members violating this section shall be fined twenty-five dollars (\$25) and the inexperienced man shall be compelled to serve his apprenticeship.

Sec. 4. The initiation fee for a practical miner shall be ten dollars (\$10).

Members' sons or sons of miners who have left the mines because of ill-health or accident shall pay two dollars and fifty cents (\$2.50) initiation fee. Sons of widows whose husbands were members shall be admitted free, providing such members' and widows' sons are under seventeen years of age, and they shall receive half turn of the mine. When they arrive at seventeen years of age they shall receive full turn of the mine, provided they have served a term of at least six months at the face. Members' and widows' sons as above mentioned from seventeen years to twenty-one years of age shall pay ten dollars (\$10) initiation fee, and shall receive full turn of the mine after serving a term of three years at the face.

No local union shall initiate to membership any person who has not been given employment at the mine working under the jurisdiction of that local, or when available members of that local are at hand. Any local union violating the above section shall be fined \$25, the fine to be turned over to the District Treasury.

NOTE.—"Sons of widows whose husbands were members" shall mean that said husbands were members at the time of their death.

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No boy shall be admitted to the local union, who is under the age of sixteen years.

Sec. 5. Boys other than members' or widows' sons under the age of seventeen (17) years, shall pay the sum of ten dollars (\$10) initiation fee and receive full turn of the mine after serving one year at the face. Applications received from such boys over seventeen (17) years old shall admit them as top laborers according to Section 2, or as inexperienced bottom laborers according to Section 3 of this article.

Sec. 6. Not less than half the initiation fee specified shall accompany any and all applications for membership, the balance to be collected in five dollar (\$5) installments, said installments to be made semi-monthly. Where application is for reinstatement applicant shall be allowed to sign up for full amount.

Sec. 7. Where the initiation fee of any applicant is collected by two or more locals, the local where he first presents his application shall be entitled to the full initiation fee.

Sec. 8. Any member or members of the Organization misrepresenting the age, relation, occupation or experience of any person making application for membership in any local, shall be considered guilty of a misdemeanor and shall be fined in the sum of ten dollars (\$10) for such an offense. Any member so fined and refusing to pay the same shall be expelled and his name published in the United Mine Workers' Journal. The membership so received shall be declared null and void and the fee returned. Where application is made as a practical miner, except in cases where there is absolutely no doubt, the local where such application is made shall be compelled to see that the pit committee where the applicant is going to work make him

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prove by practical test that he is a coal miner, before he is initiated.

NOTE.—Where the word “miner” appears in this article it shall mean any class of coal miners that can prove by test that they can mine coal.

Sec. 9. No member shall exact or accept compensation in any form from anyone whom he takes into the mine to work with him.

Sec. 10. No member shall be permitted to administer the obligation to anyone unless at a regular meeting of a local union or a special meeting where no less than seven members of the local union are present. Neither shall they accept as an initiation fee a less amount than the constitution provides for. Any member or members violating this section shall be expelled from the United Mine Workers of America.

Any local failing to carry out the provisions of this clause shall be suspended or fined, subject to the discretion of the District Executive Board.

ARTICLE IX

Cards

Section 1. No member of the Organization who holds a transfer card showing him to be a member in good standing, shall be debarred or hindered from obtaining work on account of race, color, creed or nationality. Any local union violating this section shall be fined twenty-five dollars (\$25); said fine shall be paid to the Widows' and Orphans' Fund.

Sec. 2. The Secretary-Treasurer shall prepare and send out a quarterly statement of all locals three months or more in arrears for dues or assessments, and no local union shall refuse to accept a transfer card from any local union unless it appears on said list as being in bad standing or

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falsified as to the occupation of the holder. All dues, assessments and fines shall be collected by the check-off system or its equivalent.

Sec. 3. Any member of the Organization found guilty of trafficking in or abusing the use of the transfer card shall, when possible, be prosecuted in the civil courts and shall in every instance be permanently expelled by the District Executive Board. No duplicate transfer cards shall be issued.

Sec. 4. Any member leaving one locality and securing employment in another, who has not a transfer card, must agree to the initiation fee being checked off until a transfer card has been produced, before being permitted to work.

Sec. 5. Any member having his transfer card in his possession must deposit it with the mine committee or checkweighman before entering the mine, and they shall give a receipt in lieu of the card; failing to do so he shall be fined \$5.00. Members working at night where no mine committee or checkweighman is employed must deposit their cards the following morning. Any pit committeeman or checkweighman having transfer cards in his possession and failing to present the same to the local at its next meeting, to be read and acted upon, shall also be fined \$5.00. All transfer cards must be read to the local union at the first regular meeting after being deposited and a record kept of them.

The District office shall furnish the form receipt for each local union in sufficient quantities for checkweighmen and mine committeemen.

All Secretaries, when notified of lost or stolen cards, shall be required to send the numbers of such cards to the United Mine Workers' Journal, and shall read the numbers

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of such lost cards at the next succeeding meeting of the local union.

ARTICLE X

Dropped Members and Applications

Section 1. Any member of the United Mine Workers of America leaving the mine for other vocations in life must pay to the local 75 cents per month and all national assessments in order to retain his membership in this Organization.

Sec. 2. Any person three months in arrears for dues or assessments shall be dropped from the Organization and can only be readmitted as a new member after paying Ten Dollars (\$10) initiation fee and such dues and assessments as he owed when his membership expired.

Sec. 3. Any one applying for admission as a new member or for reinstatement shall sign a written or printed application, stating where he worked last, his experience in and around coal mines and also if he was ever a member of this Organization; if so when and where, and the Recording Secretary of the local shall inquire about his standing from the local of which he was formerly a member. All applications shall be endorsed by at least two members of the Organization.

ARTICLE XI

Pass Words

Section 1. Any member charged with having abused the use of our pass word or in any way divulged the actions of his or any other local contrary to this constitution, if proven guilty, shall for the first offense be fined five dollars (\$5); for the second offense ten dollars (\$10), and for the third offense be expelled.

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ARTICLE XII

Nomination and Election of Officers

Section 1. Election of members of the State Executive Board. Members of the State Executive Board shall be elected by the popular vote of each Board Member District in which they hold their membership. The International Board Member, President, Vice-President, Secretary-Treasurer, nine members of the State Executive Board, and three Auditors, shall be elected as follows:

The District Secretary-Treasurer shall prepare nomination blanks and send them to all local unions not later than ninety days prior to the annual District election. All locals shall insert in their respective places the names of candidates of their choice for the above-named positions, and forward the same to the State Secretary-Treasurer's office not later than sixty days prior to the annual District election. Nominations shall be returned in special envelopes sealed and marked "Nomination Returns" and shall be deposited by the District Secretary-Treasurer in a sealed ballot box prepared for the purpose. The Tellers shall open the returns on the day following the date set for closing the nominations and should any such envelope be found open it shall not be counted. The correctness of such nominations must be attested to by the Local President, Vice-President and Recording Secretary. The District Secretary-Treasurer shall within ten days after the nominations are closed notify all persons who have received three or more nominations for any office voted on by the entire state or two or more nominations for any office voted for by any one District in the state, stating the number of nominations in the notification, and obtain their written consent before acceptance. The District Secretary-Treasurer shall compile a list of those accepting the

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nominations, giving the candidates' addresses, and send to all local unions in good standing, return sheets and tally sheets, and a sufficient number of ballots bearing the names of all certified nominees not later than thirty days prior to the actual District election.

It shall be the duty of the State Board of Tellers to canvass the votes and report the returns to the State Convention on return sheets prepared for the purpose. The candidates receiving the highest number of votes shall be declared elected to the respective places above mentioned.

In case of a tie vote the same shall be settled by the Convention then assembled, delegates casting by ballots the number of votes as provided for in Section 2 of this article.

Sec. 2. Any local in good standing voting more members than it paid per capita tax on at the last payment prior to the election, on account of increase in membership, must enclose in the envelope with the return sheet a letter under seal of the local, bearing the signatures of the President and Financial Secretary, stating how many of such members came in by card, giving the date each card was deposited, name of person depositing it, number of book and card, name and number of the local issuing it, and date of issue. If any of the increased membership was due to the initiation of new members, their names and date of initiation must be given. If such letter is not enclosed, the entire vote must be thrown out by the State Tellers.

Sec. 3. Secretaries of local unions shall, under penalty of suspension from office, notify their members one week prior to the date set for the election of District officers. No member shall be allowed more than one vote for any one candidate, nor shall the Tellers record the vote of any member who does not vote at the time the election is held.

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The return sheets shall be sent in by the Recording Secretary by registered mail in special envelopes, sealed and marked "Election Returns," addressed to the State Secretary-Treasurer. The correctness of the return sheets must be attested to by the President and Financial Secretary of the local union, who shall be members of the local Board of Tellers, and should it be proven that there have been more votes recorded on the return sheets than were actually cast by the members present at the election where the vote was taken, the whole vote of the local shall be thrown out. The return sheets, after the election, before being destroyed by the State Secretary shall be kept six months. Ballots and tally lists shall be kept by the locals six months.

Where a Secretary does not comply with this clause of the Constitution, he shall be fined \$25.00, said fine to go to the Widows' and Orphans' Fund.

Sec. 4. Any member or members of the Organization failing to attend the election after being notified that an election of officers is to take place, unless prevented by sickness or some unavoidable circumstance, shall pay a fine of one dollar (\$1.00). Any members who vote twice shall be fined \$5.00.

Sec. 5. The annual election for State and Subdistrict officers shall be held on the second Tuesday in December, on which day there shall be no work. The local's Board of Tellers shall give each member who is in good standing in the local a state and subdistrict ballot when he presents himself at the polls to vote. The time of opening the polls shall be settled by the local unions, but they shall not be open longer than eight hours.

No one shall be allowed to remain where an election is being held for any longer time than is necessary to cast his ballot, except the Election Board, and they shall have full power to instruct any voter in marking his ballot. Any

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Election Board knowingly violating this section shall be fined \$20.00 each, and if it can be proven that illegal votes have been cast for any candidate, the entire vote of the local shall be thrown out and a new election shall be held, under the supervision of the District officers, at the expense of the local affected. Said fines to be placed to the credit of the Widows' and Orphans' Fund.

NOTE.—It is understood that Subdistrict ballots will not be furnished by the state.

Sec. 6. The Secretaries of the locals shall place or cause to be placed at each mine a printed notice signed by themselves and the President and sample ballot at least one week prior to the election; the printed notices and sample ballots shall be furnished by the state; posting of such notice shall be sufficient notice to all members of the local at that mine.

Sec. 7. The term of all elective officers shall be from April 1st to March 31st of each year.

ARTICLE XIII

Suspension and Removal of District Officers

Section 1. The regular and special Conventions of District No. 12 are supreme, but the action of special Conventions shall be confined to the subjects specified in the call. It shall be within the power of a District Convention to remove or suspend for just and sufficient cause any District officer at once. Said suspension or removal shall be subject to the approval of the members of this District. Any officer so suspended or removed shall at once turn over all books and other property of this union to those empowered to receive them.

Sec. 2. When any District officer shall have been suspended or removed the case shall at once be clearly stated in a printed circular and submitted to the local unions

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for their approval or disapproval by a majority vote of the locals in this District. Any District officer so suspended or removed, as per Section 1 of Article 12, shall not draw any salary from the date of his removal or suspension. But should the local unions by their vote disapprove of the removal or suspension of any officer, his salary shall be paid from the time of his removal or suspension.

ARTICLE XIV

Miscellaneous

Section 1. No miners or machine men shall be permitted to work at the face on idle days to make coal ready, and shall only be permitted to do work with the permission of the Mine Committee, same to be in urgent cases. All the miners shall be out of the mine within one-half hour after the quitting time, and within one hour after the mine quits on a fractional part of a day. Day hands may do day work on idle days, but all day work to be equally divided among the day hands. A day laborer soliciting work on idle days, shall only receive the scale of wages adopted for said class of work. The company soliciting a day man for any class of work other than the regular work for which he was employed, shall pay him the scale of wages governing his regular employment. Any member working more than eight hours, except with the consent of the committee, shall be fined \$1.00 for the first offense, \$2.00 for the second offense, and for the third offense shall be expelled from the local union.

Sec. 2. Local unions, individual members and all other persons are hereby prohibited from using the name of our Organization for the purpose of furthering the interests of any political party or an aspirant for political office, except for such legislative offices as are provided for in the International Constitution.

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Sec. 3. The terms "strike" or "lockout" shall only be applied to members ordered to suspend work by the District or International Executive Board, and such members shall be entitled to receive aid at the rate of five dollars (\$5) per week after the first week, in all local strikes. In all general suspensions the defense fund shall be used to aid only those in want.

No donations of money from the District treasury in excess of \$500.00 for purposes other than use of our own Organization shall be made without first submitting the question to a referendum vote of the entire membership.

Official ballots must be sent out by the Secretary-Treasurer with a call for a referendum vote, and only votes actually cast shall be entered on the return sheet.

In general strikes or suspensions all locals receiving aid for those in want must distribute it in commissary, and not in cash.

NOTE.—The word "lockout" shall not apply to members who are thrown idle on account of mines being abandoned or shut down for repairs.

Sec. 4. Local unions when electing officers or changing officers of the local, shall notify the International, District and Subdistrict officers within five days after such changes are made.

Sec. 5. Any member residing within two miles of his local union and failing to attend its meetings at least once a month, unless prevented by sickness or some other unavoidable circumstance, shall pay a fine of 50 cents.

Sec. 6. No local union shall, in any way, deprive a member on account of his absence from being eligible as a delegate to any Convention when he is on duty serving the local, or when employed in or around the mine.

Sec. 7. All local unions shall set aside one meeting

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each month at which the agreement and constitutions governing same shall be read and discussed.

Sec. 8. All local unions must support the Subdistrict Organization to which they have been assigned.

Sec. 9. Any member or members of the Organization creating a condition which prevents the carrying out of the joint agreement in any locality or mine, shall be fined ten dollars (\$10) each for such an offense, and refusing to pay the same, shall be expelled; said fines to be paid over to the State Treasurer.

Sec. 10. No member or members of a local union shall be permitted to divide the funds of a local union among themselves except by and with the consent of the District officers. Neither shall they be permitted to appropriate the money from the funds for an illegitimate purpose. Anyone violating this section shall pay a fine equal to twice the amount of the fund used, said fines to be paid to the Widows' and Orphans' Fund.

Sec. 11. Local unions are authorized to appoint "Label Committees," who will act according to the direction of the local in aiding and encouraging the purchase of goods bearing the union label, and also Legislative Committees to work in co-operation with the District Legislative Committee.

Sec. 12. Any member fined, suspended or expelled by his local shall be given an opportunity of a fair and impartial trial, and shall have the right of an appeal, first to the Subdistrict President, second to the State Executive Board Member, third to the State Executive Board, whose decision must be final as far as the District is concerned. This rule of appeal shall also apply to local unions.

Where it is decided that the local acted wrongfully, it must pay the member for loss of wages, if any.

Sec. 13. Any member found guilty of contracting or

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accepting as compensation for his labor less than the scale of prices shall be expelled from the Organization. This shall also apply to anyone discounting wages or accepting stickers.

Sec. 14. Any member abusing a committeeman, checkweighman, or any officer of the Organization, when discharging his duties, according to the agreement and constitution, shall be fined five dollars (\$5) for such an offense.

Also any officer, checkweighman or committeeman abusing any member of the Organization when uncalled for, shall be subject to the same fine.

Sec. 15. All fines shall be considered as dues and shall be collected in the form that they accrue and be paid into the local union, unless otherwise provided for.

Sec. 16. Any member working at a vocation not governed by the United Mine Workers of America shall, in addition, support the Organization governing same, if established in the locality where he receives employment, and shall produce a clearance card on his return to the mines, showing him to be in good standing in said Organization.

Sec. 17. Any member of the Organization withholding the quarterly report of the District Secretary-Treasurer or any official documents from the local or person whom it was intended for shall be removed from office or expelled. The same shall apply in not answering documents when required.

Sec. 18. Any member or members of the Organization guilty of sending out circulars criticising or questioning the character or conduct of any District or Subdistrict officer, candidate for office or any member shall be guilty of a misdemeanor, and for such offense such member or

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members shall be suspended from membership by the Executive Board for a period of six months and shall not be eligible to hold office in the Organization for a period of two years. All Local Secretaries or members receiving such circulars shall send them to the District Secretary and same shall be kept by the District officers as evidence against the parties.

NOTE.—Expelled members can only become members again by paying the initiation fee. This shall apply in all cases where a specified time is not mentioned at the time of the expulsion.

Sec. 19. Anyone working on April 1st or Labor Day, except in cases of emergency, shall be fined five dollars (\$5).

Sec. 20. Any member guilty of wilfully defrauding any merchant who extends credit during a strike or suspension shall be fined \$20.00. It shall be the duty of the local to enforce and collect the fine. Any local failing to enforce this section, after being notified by a Subdistrict or State officer to do so, will be subject to a fine of \$100.00, said fine to be paid into the Widows' and Orphans' Fund.

Sec. 21. Any member who wilfully refuses to pay, or make a reasonable effort to pay, an honest board bill shall be fined double the amount of said bill, one-half of said fine to be paid to the party defrauded, one-fourth to the local collecting said fine and the other fourth to the local union making the complaint against the party fined.

Sec. 22. All decisions rendered by Subdistrict or District officials shall be reported in writing to local union, same to be placed on file for future reference.

Sec. 23. Any members starting a co-operative mine without the consent of the District Executive Board shall

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be fined the sum of One Hundred Dollars (\$100.00) same to be paid into the District Treasury by the local union.

Sec. 24. Where a member who has been in good standing for a period of thirty days in any local union in this District since this death fund has been created, gets killed or dies from any cause, his heirs shall be paid the sum of Two Hundred Dollars (\$200.00) out of the State Treasury. The thirty-day limit shall not apply to members fatally injured while working in or around the mines.

Local unions shall report all death claims on Blank Applications furnished by the District office for that purpose, and shall answer and certify to all facts concerning each death. All applications for benefits as provided for in this section must be accompanied by death certificate from the attending physician or coroner.

Sec. 25. No local union shall conduct its meetings above or in direct proximity to any saloon or liquor club whenever it is possible to secure other meeting places.

Sec. 26. Any member belonging to a secret service organization or a private detective agency, the Boy Scouts, or the Civic Federation, shall be expelled from the United Mine Workers of America.

ARTICLE XV

Rulings

Section 1. No Subdistrict or local union shall adopt any by-laws for their government that in any way conflict with the District or International Constitutions.

Sec. 2. Where any part of this constitution shall in any way conflict with either the Interstate or State agreements, the agreements shall have precedence in all cases.

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Sec. 3. The Executive Board shall have power from time to time to draft such rules and regulations for the government of the District and the carrying out of the agreement that are not herein provided for.

APPENDIX V

EXPLANATION OF TERMS USED IN MINING

The definitions used in this list were taken largely from *A Glossary of the Mining and Mineral Industry*,¹ by Albert H. Fay. For a non-technical description, see *Employees' Representation in Coal Mines*,² by Ben M. Selekman and Mary van Kleeck, Chapter IV, *Coal Mining as an Occupation*. *The Miner's Freedom*,³ by Carter Goodrich, gives for the layman a clear picture of mines and mining.

The cases quoted in this book contain technical terms which may be divided into three main groups: (1) those which describe the different parts of a mine and its equipment; (2) those related to processes, including words descriptive of procedures in management, such as "an equal turn of cars;" (3) those related to occupations, and the terms used to describe the men who are engaged in them. These three types of technical terms may perhaps be made clearer by a brief statement of the peculiar characteristics of coal mines. Unlike a factory, the working places in a mine are made as the coal is dug out. First, of course, a shaft must be sunk. Then a corridor or main entry, somewhat like an underground street, must be opened up. From the main entry side entries lead into work places called rooms. Here the miner digs and loads the coal, and when there is no more to be taken out from the walls of the room he goes to another room, which again must be constructed by digging out the coal and the rock and dirt

¹United States Department of the Interior, Bureau of Mines, Bulletin 95, Washington, Government Printing Office, 1920.

²Russell Sage Foundation, New York, 1924.

³Marshall Jones Co., Boston, 1925. See especially Chapter II, *The Jobs of the Mine Workers*.

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surrounding it. In digging out these rooms, columns are left to hold the roof; they are known as pillars. The coal left in them is permanently lost.

It is appalling to realize that about 50 per cent of the coal is left in the mines through this process of mining. The United Mine Workers in the Illinois District have advocated legislation whereby the main entry would be constructed before any mining was done, and instead of advancing into the mine and leaving the pillars in order that miners and coal may be transported back and forth the men would go to the furthest point and dig back toward the shaft, removing the coal in the pillars as they went. The drawback in the acceptance of this for the industry is the desire of investors to realize as rapidly as possible a return on their investment by taking out coal as fast as possible, thus mining and constructing the mine simultaneously.

In addition to being a working place, a mine is also a transportation system. The men must be conveyed to their work in cars known as "man trips," and the coal which they dig must be carried back to the shaft on mine cars. Hence in the main entry tracks must be laid. Formerly mules hauled the cars, and this is still true in some mines, but motors are taking their places.

The primary occupation of mining is to dig the coal. This may be done by hand, using a pick, or by the machines which perform the process known as undercutting. Whether the coal is dug by hand or by machine, it is first blasted out of the rock in which it is imbedded. After cutting, it must be loaded on the mine cars for transportation. This again may be done by hand, using a shovel, or by machine. The machine process is known as "working after the loading machine."

The occupations involved in these processes include those

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primarily characteristic of mining, such as blasting, mining and loading. The men engaged in these occupations are shot firers, miners—this term is used either for hand or machine workers—and workers after the loading machine. When the coal has been hoisted out of the shaft, it must be weighed, and for this purpose a company weighman is employed and a checkweighman represents the miners in supervising the weighing of the coal upon which the miners' earnings depend.

The transportation system is managed by the trip rider, who drives the cars, the trapper, who opens and closes doors separating entries or rooms from each other, through which the cars must pass, and the spragger, who inserts the sprag or rod between the wheels to hold the car on the down grade.

In the task of maintenance of the mine and its equipment, many craftsmen are employed, including engineers, machinists, blacksmiths, boilermakers, carpenters and electricians. A considerable group having various titles are employed for supervision and management. These include mine managers, superintendents, foremen, top foremen, who are in charge of work on the surface, "boss drivers," night boss, motor boss, face boss, who may be the assistant to the mine manager, dock boss, and inspectors, who are sometimes called dock bosses, this applying to the men who look over the coal after screening. The term "dock" is a local one, applied to the unloading of coal as hauled from the mine and reloading for transportation, and the dock boss is in charge of this process.

The men who actually mine and load the coal are paid by the ton. Those employed in the many tasks of maintenance, supervision and transportation are paid by the period of time worked, and their work is known as "company work."

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It will be clear from the preceding description that the miner must not only dig out the coal but construct and take care of his work place, putting up props to hold the roof, timbering at various points and separating coal from rock and dust. The unproductive work involved in mining the coal and in getting the work places ready for future mining is known as "dead work." The term is used frequently because many disputes arise out of the foreman's decisions as to what is to be paid to the miner for an unusual amount of dead work. In general, the miner's tonnage rate is supposed to cover the normal work of preparing and maintaining his work place; but with the ever changing conditions in a coal mine, no two tasks are exactly alike, and the decision as to what is extra work cannot be precisely standardized.

The following terms selected for definition are by no means complete, but are intended to include enough to make clear the descriptions of grievances and their adjustment in the cases quoted.

Back end of trip—The last of a train of mine cars used for loading coal or for transporting men from the bottom of the shaft to the workings.

Bad order cars—Cars out of repair, from which the coal might get lost on the way from the point on the haulage road where it is loaded to where it is hoisted up to the tibble.

Black jack—Impure coal, described as "a thin stratum of coal interbedded with layers of slate."

Bottom day laborers—See "Bottom men."

Bottom men—Men working at the landing at the bottom of the shaft, underground.

Bug dust—The fine coal or other material resulting from a boring, the cutting of a drill, mining machine or even a pick.

Caged coal—Coal hoisted up in the mine cage from the bottom of the mine to the tibble.

TERMS USED IN MINING

Cage out trucks—To send up from the mine on the cage to the tippie trucks or small tramcars for carrying coal or slate.

Clay slip—An easily fusible clay.

Company work—Work done by men who are paid by the hour, day or month, such as track layers, timbermen, drivers and cagers, as distinguished from miners who work under contract and are paid by the ton, yard or other similar measure of work performed.

Dead work—Indirect labor necessary to prepare the work place for getting out the coal, but not directly producing coal and hence not yielding direct earnings; such as bailing water out of the room, removing slate or stone and cleaning up fallen rock; a frequent cause of disputes over earnings.

Drilling—To make a hole in the coal with a drill in order to deposit powder which is used in blasting down the coal.

Face—A point at which coal is being dug out. "To go to the face" is to go through the haulage roads or mine corridors, to where the coal is being dug and loaded.

Fault—Inferior coal, rendered worthless by its condition in the seam.

Gob space—The place in the mine where a pile of loose waste is thrown.

Horseback—A portion of the roof or floor which bulges or intrudes into the coal; a mass of rock lying within a vein or bed of coal.

Jackman—A person who uses a jackscrew attached to a pointed pipe and used for holding an electric mining machine in position while at work.

Loading—Shoveling coal into mine cars.

"Loading the turn of the mine"—Under the union agreement in Illinois, each miner is entitled to an equal opportunity with all others in the mine to load the coal which he mines, and for which he receives his earnings, and the mine boss has to see to it that each miner gets his "turn" or share of cars.

LABOR AGREEMENTS IN COAL MINES

"Marking the turn"—Keeping a record of the number of mine cars allotted to each miner in order that no favoritism be shown to anyone by allowing him more cars, thereby increasing his opportunity to earn more wages while another miner loses proportionately.

Permissible—An explosive similar in all respects to samples that passed certain tests by the Federal Bureau of Mines.

"Place was crossed out"—This phrase refers to the mark placed by the inspector on the blackboard at the bottom of the shaft, upon which are shown the work places in operation in the mine. The mine inspector puts a mark across the places in which he has found gas, or any other dangerous condition, and the miner is thus warned not to go to work there until the danger is removed and the cross erased.

Rashed coal—An impure and unmerchantable coal; coal mixed with clay, slate or other foreign substance taken from the top or bottom of the seam.

Rolls—An inequality in the roof of a mine.

Room—The place in which a miner is digging and loading coal.

Run-of-mine coal—The mixture of all coal, from finest to coarsest, exactly as it comes from the mine (but free from impurities), before it has been screened to sift out the pieces of a certain size or larger. If sifted before weighing, the miner loses pay for the smaller pieces.

Runaround—A passage driven in the shaft pillar to enable men and animals to pass safely from one side of the shaft to the other.

Running horseback—An impurity which runs through the veins of the coal.

Screening coal—Passing coal over any kind of screen and thus sifting out the marketable sizes.

Screening lump coal—Passing the largest marketable size of coal over a screen to separate it from smaller pieces.

"Sending the runs home"—Sending the loaded mine cars from the work places to the bottom of the shaft to be hoisted to the tippie.

TERMS USED IN MINING

Sheave wheel—A wheel with a grooved circumference over which a rope is turned, either for the transmission of power or for hoisting or hauling.

Shooting coal—Blasting the coal with powder at the working face.

Shot firer—The man who fires the blast of dynamite which knocks down the coal, enabling the miner to dig it out.

Snubbing—To increase the height of an undercut by means of explosives or otherwise.

Sprag—A short, round piece of hardwood, pointed at both ends, to act as a brake when placed between the spokes of mine-car wheels.

Spragger—One who travels with a trip of cars to attend to sprags and switches.

Sump—An excavation in the coal or rock made below the gangway or in the bottom of the shaft to collect water. Ditches or drains from the gangway empty into it, and the pump draws the water from it.

Tamping—The inert material used on top of a charge of powder or dynamite; or the operation of compressing it into place.

“Their turn will be made up”—The miners who did not have allotted to them their share of mine cars in which to load coal will be given an extra number to make up for the shortage.

Thick bottoms—Thick coal left below the undercut, where the coal is being dug out.

Timberman—One who cuts, frames and puts in place any of the timbers used in a shaft, slope, mine or tunnel.

Tracklayer—One employed to lay or repair the track upon which the mine cars travel.

Trapper—One employed in an entry to open and close doors for the mine cars to pass through.

Trapping—The operation of opening the doors in an entry for the mine cars to pass through, and then closing them.

LABOR AGREEMENTS IN COAL MINES

Undercutting machine—A machine which undercuts the coal to facilitate blasting it down from the face.

Working "after the loading machine"—Loading coal with a loading machine.

Working face—The wall of the mine from which the coal is being blasted and dug out.

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