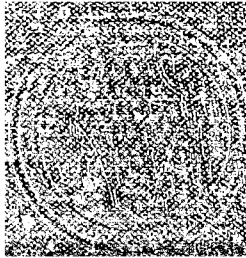


# LABOR AGREEMENTS IN COAL MINES



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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.<sup>1</sup>

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

<sup>1</sup>The 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-

## FOREWORD

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-



## FOREWORD

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

**C**OAL 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-

## LABOR AGREEMENTS IN COAL MINES

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

## LABOR AGREEMENTS IN COAL MINES

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 correspondence<sup>1</sup> 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-

<sup>1</sup>United 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,<sup>1</sup> 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

<sup>1</sup>Illinois 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,

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## INTRODUCTION

**T**HIS 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.<sup>1</sup> Except for minor differences, the operation of the contract in Illinois was essentially the same as in Indiana, Ohio and western Pennsylvania.

<sup>1</sup>Records 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*,<sup>1</sup> 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

<sup>1</sup>Bloch, 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

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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

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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

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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

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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,

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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.

**PART ONE**  
**THE AGREEMENT**  
**AND ITS ADMINISTRATION**

## CHAPTER I

### COLLECTIVE AGREEMENTS

**A** COMMITTEE of coal operators and miners met at Pittsburgh, Pennsylvania, in October, 1885, to deliberate upon questions relating to their mutual interests. Overproduction of coal, destructive competition, continual reductions of wages, strikes and lockouts were the subjects discussed at this gathering. At the conclusion of its deliberations the committee issued a circular calling upon all mine owners and miners to meet again, two months later, for the purpose of establishing harmonious relations between the employers and workers in the coal industry. The idea was thus described:

The question of what the one should pay and the other receive in compensation can be best determined by friendly conferences, where intelligence and arbitration will take the place of the usual irrational and cruel methods of the past. It is evident that the general standard of reward for labor has sunk too low by reason of the reductions that have taken place during the past few years and that miners generally are receiving inadequate compensation in an employment full of toil and danger.

It is also equally true that the widespread depression of business, the overproduction of coal and the consequent severe competition have caused the capital invested in mines to yield little or no profitable returns. The constant reductions of wages that have lately taken place have af-



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forded no relief to capital, and, indeed, have but tended to increase its embarrassments. . . .<sup>1</sup>

These paragraphs give a glimpse of the problems of the soft coal industry when the first attempts at collective bargaining were being made. Since then significant changes have taken place, but the problems of "overproduction of coal," of capital invested in mines which "yield little or no profitable returns," were even more poignant in 1930 than they were in 1885. Spurred on by the requirements of growing industries and expanding railroads, soft coal mines were developed out of proportion to actual needs. The annual capacity of the bituminous coal mines of our country was estimated in 1927 at approximately 800,000,000 tons, although the highest yearly output ever attained—in 1918—was 579,386,000 tons,<sup>2</sup> and in 1927 it was 518,000,000.<sup>3</sup>

This overdevelopment has meant part-time employment for the 600,000 miners who derive their livelihood by working in and about the soft coal mines of our country. It has been estimated that these mines have operated on an average of 214 days a year out of

<sup>1</sup>Evans, Chris, *History of the United Mine Workers of America*. United Mine Workers of America, Indianapolis, 1920, vol. 1, pp. 148-149.

<sup>2</sup>Hunt, Tryon and Willits (editors), *What the Coal Commission Found: An Authoritative Summary by the Staff*. Williams and Wilkins Co., Baltimore, 1925, p. 64.

<sup>3</sup>United States Department of Commerce, Bureau of Mines, *Coal in 1927*, p. 348. See also similar publication, *Coal in 1928*, p. 446.

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a possible full working year of 305 days, and that there are from 150,000 to 200,000 more miners attached to the industry than opportunities for employment and the country's soft coal needs warrant.<sup>1</sup>

The facts of the disorganization of this industry are well known and require no elaboration; they are briefly recalled here because they have a vital bearing upon relations between miners and operators. The United Mine Workers of America has been seeking to get for its members a wage income that would enable them to maintain their families in relative comfort. With opportunities for employment in the mines limited in some states, as in Illinois, to only a little more than half of possible full working time, the question of wage rates per ton of coal becomes acute. On the other hand, with the capacity of the soft coal mines greatly overdeveloped, the competition for markets is keen and the operators are reluctant to grant wage concessions which might reduce their possible margins of profit.

The basic character of the industry adds to the tension of the situation. More than three-fourths of the total annual production of coal is used by industrial establishments, by railroads and in coke ovens. Stoppages of work in the coal mines, therefore, imperil the running of factories and railroads. Such stoppages must be avoided if the industrial life of the country is

<sup>1</sup>What the Coal Commission Found, pp. 187, 192. See also *The Coal Miners' Insecurity*, by Louis Bloch.

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to function normally. The public is interested in a steady supply of coal; the coal operators must get fair returns on their investments; while the miners and their families must live the year around.

Along with the disorganized development of the industry there came, in 1898, the inauguration of a system of regular conferences between the coal operators and miners for the purpose of establishing, by written agreements, fixed wage and working conditions lasting over specified periods of years. For the making of these agreements and for other purposes connected with collective bargaining, both miners and operators have developed organizations, though only the miners are united on a national scale; the operators are divided in a confusing number of associations.

### THE MINERS' UNION

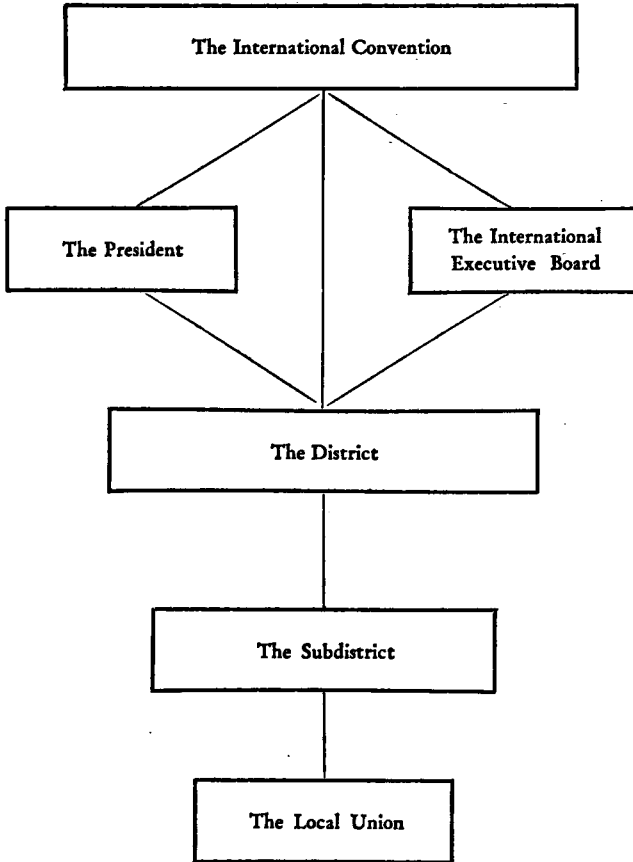
The structure of the United Mine Workers of America, which includes both the anthracite and bituminous mines, is shown in the diagram on the next page. As already said, the inclusion of Canadian members makes it international in scope.

#### DISTRICT

The international union is divided into 28 districts, five of which are in the Central Competitive Field: namely, District 5, western Pennsylvania; District 6, Ohio; District 8, the block coal field of Indiana; District 11, Indiana; and District 12, Illinois. These, like the subdistricts and the local unions, must be char-

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DIAGRAM 1.—STRUCTURE OF UNITED MINE WORKERS OF AMERICA



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tered by the international union and are under its jurisdiction. The officers, as usual, are president, vice-president, secretary-treasurer, executive board members and tellers. All are elected by the rank and file, voting by ballot in their local meetings on dates set for the whole district.

In every district the executive board is the supreme executive and the judicial authority between meetings of the district conventions. The president, vice-presidents, secretaries and executive board members are full-time salaried officers. All, except the secretary-treasurer, are engaged largely in adjudicating disputes between members of the union and mine managers. In every district is another official, the international board member, elected by the members of the local unions of the district.

### SUBDISTRICT

Several districts are in turn divided into subdistricts. Thus, District 12, Illinois, is divided into 11 subdistricts. District 6, Ohio, has six. But not all districts are thus divided. For instance, District 5, western Pennsylvania, and District 8, the block coal field of Indiana, have no subdistricts. The same is substantially true of District 11, Indiana, although this state is divided for the sole purpose of electing a district board member from each subdistrict. In forming a subdistrict, the guiding principle is to assign to it all local unions working approximately under the same mining conditions, such as the thickness or thinness of the

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seam of coal. Number of members is not a factor. The Springfield, Illinois, subdistrict (Subdistrict 4), for instance, has about four times the membership of Subdistrict 1.

The officers of the subdistrict elected by the membership are generally president, vice-president, secretary-treasurer, subdistrict executive board members, auditors and tellers. In the larger subdistricts the president and secretary-treasurer are full-time employees of the union. The president of the subdistrict is engaged in settling disputes and grievances of members. Just how the subdistrict president and vice-president and sometimes the subdistrict secretary are engaged in settling grievances is described in Chapter III, Plan of Administration.

The local union, the smallest unit in the national organization, is composed of all the employees of one mine, regardless of their occupations. When the number is very small, two or more neighborhood mines combine to form one local union. The local receives its charter from the international organization. It may adopt for its government laws which do not conflict with the laws or rulings of the subdistrict, district or interstate joint agreements. It may penalize its own members and debar applicants from membership, though an aggrieved man may appeal from the decision in consecutive order to the subdistrict, district and international unions, any of which may reverse the decision of a lower unit. Moreover, any action taken

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by the local union may be reversed by a higher unit, in consecutive order, if it is considered detrimental to the interests of the United Mine Workers. If the local union feels dissatisfied with the action of any of its superior governing units, it may appeal its case to the international executive board.

Most important for this study is the function of the local union to hear and to handle its members' grievances against the management of the mine. These grievances are the starting point of the cases whose settlement is the subject of this book. For these duties of conciliation the local has among its officers "pit committeemen" besides the usual president, vice-president, secretary and tellers.

## INTERNATIONAL EXECUTIVE BOARD

The International Executive Board of the United Mine Workers of America is composed of one member from each district, besides the president, vice-president and secretary-treasurer of the international union. The Board executes the instructions of the international conventions and directs the workings of the organization between meetings. It may levy and collect assessments. Special funds, over and above the usual account for current expenditures, are deposited by the secretary-treasurer in the name of the Executive Board, and can be drawn only by a two-thirds vote of the Board. It may recommend a strike by a two-thirds vote, but one cannot be called until approved by refer-

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endum vote of all members in local unions. Questions coming before the Board are decided by a unit vote, unless some member of the Board demands a roll call. In a roll call each member of the Board has one vote as an individual and one additional vote for each 2,000 members or majority fraction thereof, in good standing, whom he represents. The three international officers, president, vice-president and secretary-treasurer, may share in a unit vote, but in a roll call the president alone may vote and that only if there be a tie. The Board may be convened by order of the international president or by the secretary-treasurer at the request of a majority of its members. When it is not in session, its members are subject to the orders of the president in his executive function. Vacancies occurring on the International Executive Board are filled by special elections held in the district affected.

## INTERNATIONAL OFFICERS

The constitution provides that the president "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."<sup>1</sup> He also interprets the constitution, but the concurrence of the Board is necessary. In addition to presiding over all international conventions and meetings of the Inter-

<sup>1</sup>United Mine Workers of America, Constitution of the International Union, 1927. See also Appendix III, Constitution of 1912, Art. IX, Sec. 12, p. 423.



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national Executive Board, he has large appointive powers. Subject to the approval of the Board, he fills all vacancies occurring in any international office and may remove or suspend any international officer or appointed employe "for insubordination or just and sufficient cause."<sup>1</sup> He appoints a member of the union whose duty it is to collect and compile statistics on production, distribution and consumption of coal and coke as well as on other subjects of interest to the union, such as shortage of cars, freight rates and so forth. He appoints field workers and clerks to conduct the affairs of the union. The field workers or organizers are appointed by the president to conduct the work of organizing the miners in the partially unionized districts or in unorganized coal fields of the country. He also appoints from the delegates to the international convention the committees necessary to transact its work. Traveling auditors are chosen by him, whose duty it is to examine the accounts of local unions at least once a year and to submit a report thereon to the subdistrict, district and to the international union.<sup>2</sup>

The constitution also empowers the president to visit any place in the interests of the organization. He is, in fact, almost always traveling, especially before

<sup>1</sup>*Ibid.*, Appendix III, Art. IX, Sec. 3, p. 421.

<sup>2</sup>The president is empowered to grant district or territorial dispensations relating to initiation fees when in his judgment such dispensations are conducive to the best interests of the union.

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and after wage negotiations. He attends district conventions, which are generally held before the international convention preceding the interstate joint conference. He must consult with representatives of operators in order to find out their views on approaching wage negotiations.<sup>1</sup>

The secretary-treasurer has charge of all books, documents and records of proceedings of international conventions. His financial duties require him to submit to local unions a semi-annual statement showing the salary and expenses of each officer and employe, and itemizing the receipts and disbursements of all moneys of the international union.

## INTERNATIONAL CONVENTION AND THE REFERENDUM

The international convention meets biennially prior to the expiration of the interstate joint contract. It is the supreme law-making body of the union. As shown in the preceding paragraphs, its decisions must be carried out by the International Executive Board and by the officers of the union. It formulates demands in regard to wages and conditions of employment, which

<sup>1</sup>The constitution provides that the vice-president "shall work under the instructions of the President and the International Executive Board, and in the event the presidency is vacated by resignation or removal from office, he shall succeed to that position." (United Mine Workers of America, Constitution of the International Union, 1927.) See also Appendix III, Constitution of 1912, Art. IX, Sec. 14, p. 424.

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the officers of the union are instructed to try to secure for the members in their negotiations with the operators regarding the terms of the collective agreement.

### OBJECTS OF THE UNION

In 1890 the international constitution of the union declared one of the objects of the United Mine Workers of America to be an uncompromising demand

that eight hours shall constitute a day's work, and that not more than eight hours shall be worked in any one day by any mine worker. The very nature of our employment, shut out from the sunlight and pure air, working by the aid of artificial light (in no instance to exceed one-candle power) would, in itself, strongly indicate that, of all men, a coal miner has the most righteous claim to an eight-hour day.<sup>1</sup>

So great progress has been made toward this aim that today the eight-hour day is in general practice, and the international constitution now declares that its object in regard to the length of the working day is "to demand that not more than six hours from bank to bank in each twenty-four hours shall be worked by members of our organization."<sup>2</sup>

The objects of the union are shown in the constitution.<sup>3</sup> The preamble declares that the United Mine

<sup>1</sup>Evans, Chris, *History of the United Mine Workers of America*, vol. 2, p. 13.

<sup>2</sup>Appendix III, *Constitution of the United Mine Workers of America*, Art. II, third paragraph, p. 416. Note that in the constitution of 1924 the demand for eight hours was changed to six.

<sup>3</sup>Appendix III, p. 416.

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Workers of America has been formed in the belief 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.<sup>1</sup>

The objects are defined in the constitution as "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" and "to increase the wages, and improve the conditions of employment of our members by legislation, conciliation, joint agreements or strikes." Following this statement of general objects, certain specific demands are included in the constitution, covering the length of the working day, wages, prohibition of child labor, and the enactment and enforcement of laws for old-age pensions, workmen's compensation, safety in the mines, the right to organize, and prohibition of "employment of privately armed guards during labor disputes," and of "the use of deception to secure strike breakers."

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For the purpose of attaining these objects, the United Mine Workers of America has had an elaborate procedure for entering into agreements with associations of the operators. Generally speaking, a

<sup>1</sup>Appendix III, p. 415.

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national agreement has set wages and other terms of employment uniformly for all unionized districts, and the contracts in districts and subdistricts have merely applied these provisions locally. In 1927, as will later be explained, this arrangement broke down, and the Illinois district made its own contract with Illinois operators; but for the purposes of this study the older form of interstate or national agreement is here described, as the majority of the cases later cited arose when the district contract was made in conformity with such a national contract.

An interstate joint agreement, negotiated by the international organization, was known by the name of the city in which it was negotiated. Thus the one signed in February, 1924, to continue in effect until April 1, 1927, was known as the Jacksonville Interstate Joint Agreement, because it was negotiated in Jacksonville, Florida.<sup>1</sup> The conditions of employment embodied in such an agreement or contract (the words are used interchangeably) applied to the entire Central Competitive Field, which, as explained, included the states of Illinois, Indiana, Ohio and western Pennsylvania. The so-called outlying fields thereafter formulated contracts in conformity with the provisions already

<sup>1</sup>This agreement was identically the same as the New York Agreement of 1920, which was formulated as a result of the award of President Wilson's Bituminous Coal Commission and which was subsequently renewed at Cleveland in August, 1922 and was renewed again at Jacksonville, Florida, in February, 1924, to continue in force until April 1, 1927.

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adopted in the Interstate Joint Agreement.<sup>1</sup> The provisions of the interstate agreement were general; they prescribed in absolute or percentage terms the increases that should be applied to rates and wages already in effect in the several basic districts of the Central Competitive Field. If no changes in rates of wages were obtained upon the renewal of the interstate contract, the renewed agreement stipulated continuance of the same wages in the basic districts. That the coal should be weighed on the mine-run basis, that is, as it is hoisted out of the mine, before it is graded into sizes and before the dust is separated from the coal, is another provision contained in agreements. Recent ones have further stipulated that the hours of work must not exceed eight a day. In short, the interstate joint agreement contained provisions which affected more or less equally all of the workers under the jurisdiction of the miners' union, and excluded matters bearing only upon the working conditions affecting a particular district or mine.

### DISTRICT, SUBDISTRICT AND LOCAL AGREEMENTS

The interstate contract served as a basis for the district, subdistrict and local agreements. These agreements began with the interstate joint contract and con-

<sup>1</sup>The Interstate Joint Agreement for the Central Competitive Field served as a basis for the agreements in what are known as the southwestern states (Arkansas, Kansas, Missouri, Oklahoma and Texas), as well as in the following: Alabama, Iowa, Kentucky, Michigan, Montana, central Pennsylvania, Tennessee, Virginia, Washington, West Virginia and Wyoming. In 1905 the United Mine Workers organized the Fernie Districts in

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tinued with detailed provisions as to conditions of employment not incorporated in it. The districts of Illinois and Indiana prescribed these conditions in greater detail than any of the other districts and sub-districts in the Central Competitive Field. All the district and subdistrict contracts, however, specify definitely just what the daily or monthly wages shall be for those classes of labor in and around the mines whose wages are paid by the day or month. They prescribe also the exact rates to be paid per ton for mining coal in the several fields within the districts, taking account of varying conditions of mining not only as between districts but also as between mines and areas within the districts. Thus the Illinois district contract specifies rates of pay for pick-mined coal, per ton of 2,000 pounds, for each of the nine coal districts of that state. The prices that are to be paid for dead work, powder, house coal and rent are, also, specified.<sup>1</sup>

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British Columbia, Canada, and entered into agreements with coal companies there. (See *Coal-Mine Workers*, by Frank Julian Warne, Longmans, Green and Co., New York, 1905, pp. 96-97.)

<sup>1</sup>Powder is used by the miner in blasting down the coal; it is supplied to him by the company at the prices indicated in the contracts. House coal is supplied by the company to miners who live near the mine, so the contracts specify the prices which the company may charge and the miner must pay. In many places throughout the Central Competitive Field and elsewhere the coal companies own the houses in which the miners live; therefore in contracts covering these places are found clauses pertaining to the rents which the company may charge the miners for its houses. For a description of the miners' work and a glossary of terms used including dead work see Appendix V, pp. 493-500.

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Local agreements are made between the miners and the mine management of a particular mine. These agreements usually deal with conditions of employment affecting only one mine, as, for instance, exceptionally long distances to walk from the bottom of the shaft to the working places. Agreements regarding the time of beginning and quitting work, the lunch hour and other minor working conditions are also local.

### OPERATORS' LABOR ASSOCIATIONS IN ILLINOIS

The operators, who are the second party to the collective agreement, have had no such centralized and unified organization as the United Mine Workers of America.

In Illinois, from 1914 to 1928, three operators' associations were organized for the purpose of dealing with labor matters, but in 1928 they were joined with the largest of the three, which had been called the Illinois Coal Operators' Association and now became the Illinois Coal Operators' Labor Association. Organized in 1897,<sup>1</sup> it had been also the parent organization of the other two operators' labor associations in the state.<sup>2</sup> During a miners' strike in Illinois in 1910 the operators of the Fifth and Ninth Districts had broken away

<sup>1</sup>Illinois Coal Operators' Association: a Brief Outline of 25 Years History and Experience, with Special Reference to the Unusual Developments of the War Period and Subsequently. Illinois Coal Operators' Association, Chicago, June, 1921, p. 29.

<sup>2</sup>United Mine Workers of America, District 12, Proceedings of the Twenty-sixth Annual and the First Biennial Convention, Peoria, Illinois, March 23 to April 10, 1916, vol. 1, p. 214.



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and formed the Coal Operators' Association of the Fifth and Ninth Districts. Later, in 1914, the operators of the Springfield, Illinois, district formed the Central Illinois Coal Operators' Association.

The reason for separate organizations was found in the diversity of mining conditions in the different parts of the state. One of the objects enumerated in the constitution of the Central Illinois Coal Operators' Association was

to protect the interest of the members of this association in the making of district, state and interstate contracts with the United Mine Workers, to the end that such members shall obtain scales, rates, prices, conditions and such differentials from the basic rates as the relative physical and other working conditions of the mines owned by them entitle them to.<sup>1</sup>

An identical clause was found in the constitution of the Coal Operators' Association of the Fifth and Ninth Districts of Illinois,<sup>2</sup> but not in that of the Illinois Coal Operators' Association. All three Illinois operators' associations participated in the joint conference with the miners in the making of the district contract. The constitution of the Central Illinois Coal Operators' Association states that:

In labor matters the Association will co-operate with the Illinois Coal Operators' Association and the Fifth and

<sup>1</sup>Central Illinois Coal Operators' Association, Constitution (no date, but probably 1914), pp. 1-2.

<sup>2</sup>Coal Operators' Association of the Fifth and Ninth Districts of Illinois, Constitution, 1910, pp. 1-2.

## COLLECTIVE AGREEMENTS

Ninth District Coal Operators' Association in securing for the Coal Operators of Illinois such conditions of employment and such wage scale as competitive conditions entitle them to.<sup>1</sup>

The principal objects for which these associations were organized were, in a general way, the promotion of "stable, just, harmonious, and business-like relations" between the operators of the state and the miners. The objects of the new Illinois Coal Operators' Labor Association as set forth in its constitution are as follows:

Its objects shall be to promote stable, just, harmonious, and business-like relations between the coal operators of Illinois and their employes; to secure in labor contracts a recognition of the legitimate needs and rights of the employes; to aid in enforcing contracts between the coal operators of Illinois and their employes; to see that suspension of operations in violation of contract is visited with adequate penalties; to see that any member of this association suffering from strikes in violation of contract is sustained and supported, and reimbursed by those violating the contract; to promote business-like methods in negotiating contracts and in operating under them; to provide means for the interpretation of labor contracts; and, in general, to promote in all lawful ways the interests of the coal operators of the State of Illinois.<sup>2</sup>

The objects of the other two associations, as set forth in their constitutions, had been practically the

<sup>1</sup>Central Illinois Coal Operators' Association, Constitution, p. 7.

<sup>2</sup>Illinois Coal Operators' Labor Association, Articles of Association and By-laws, adopted October 17, 1928, pp. 1-2.

## LABOR AGREEMENTS IN COAL MINES

same. The constitution of the Coal Operators' Association of the Fifth and Ninth Districts of Illinois also included the following within its declared objects:

To provide and establish, with the Mine Workers, a joint body for the interpretation of labor contracts, which body shall pronounce opinions and judgments in settlements of disputes and violations of labor contracts, and to endeavor to establish from such adjudications a body of decisions to serve as precedents for settling controversies in similar future cases to the end that harmonious rules may be established for working under all contracts made with employes.<sup>1</sup>

### OBLIGATIONS OF MEMBERS

A significant provision, relating to the obligations of members, was found in the constitutions of the three associations here described. This provision was to the effect that every member must seek to advance the interests of the association to which he belonged by maintaining and observing the labor agreements. Members were subject to expulsion for paying higher or lower rates or for establishing more favorable conditions of employment than were specified in the contract.<sup>2</sup>

<sup>1</sup>Coal Operators' Association of the Fifth and Ninth Districts of Illinois, Constitution, 1910, p. 1.

<sup>2</sup>In addition to living up strictly to the contract in regard to rates of pay and employment conditions, the constitution of the Illinois Coal Operators' Association also imposed an obligation upon its members "to aid any other member whose mine has been closed in violation of existing labor agreements by furnishing him coal." In an interview with Rice Miller, president of the Association, in October, 1925, the writer was told that

## COLLECTIVE AGREEMENTS

### ASSOCIATION MEMBERSHIP

The constitution of the former Illinois Coal Operators' Association provided that "any person, firm or corporation engaged in operating one or more coal mines or sinking a coal mine within the state of Illinois, shall be eligible to membership in the association and entitled to a voice and vote in its deliberations."<sup>1</sup> The only change in the wording of this clause in the constitution of the new Illinois Coal Operators' Labor Association was that the infelicitous phrase "sinking a coal mine" became "developing a coal mine." The Operators' Association of the Fifth and Ninth Districts

this provision ceased to be effective in 1914, when the miners and operators of Illinois incorporated an arbitration clause in their district contract. The arrangement was interesting, however, as showing the plan of the operators for mutual protection in labor difficulties. According to the constitution, the conditions under and the manner in which coal should be furnished to an affected member were as follows: "The executive board shall first, by vote, pass upon the propriety of the suspension. If by it found to be unwarranted under existing labor agreements, it shall so declare, and in cases where voluntary contributions of coal are insufficient, designate as to which other members, considering their location, character of coal, relative cost at points of delivery, etc., shall be required to furnish coal to take care of existing contracts and other business of the member whose mine is closed, what proportion thereof shall be contributed by each, and the prices to be charged therefor. In discharging this duty the executive board shall take into account existing contracts of members who are or might be called upon to contribute and in no case shall require a member to contribute coal at less than the operating cost thereof." (Illinois Coal Operators' Association, Constitution, as amended October 1, 1912, p. 13.)

<sup>1</sup>Illinois Coal Operators' Association, Constitution, as amended October 1, 1912, p. 5.

## LABOR AGREEMENTS IN COAL MINES

confined its membership to those "engaged in operating one or more coal mines, or sinking a coal mine, in the fifth and ninth districts,"<sup>1</sup> whereas the Operators' Association of the Central Illinois Field afforded the privilege of membership to "any person, firm or corporation operating one or more coal mines in Central Illinois."<sup>2</sup> Thus the differences were mainly geographical. The three associations had practically the same constitutions. It was easy, therefore, to unite them in one when the new agreement of 1928 was made with the Illinois miners' union, and both sides desired the most efficient possible handling of negotiations and, later, administration of their agreement. To have one coal operators' association was obviously advantageous both for the operators and for the union.

### ILLINOIS COAL OPERATORS' LABOR ASSOCIATION

The purposes of the Association, as shown in the constitutional provisions already quoted, are to promote satisfactory relations between the coal operators of the state and their employes, and specifically to represent the operators' interests in the making of "labor contracts," their interpretation and enforcement. While undertaking to aid a member suffering from violation of an agreement, it also purposes to see that penalties are inflicted upon an operator who does not keep the

<sup>1</sup>Coal Operators' Association of the Fifth and Ninth Districts of Illinois, Constitution, 1910, p. 3.

<sup>2</sup>Central Illinois Coal Operators' Association, Constitution, p. 2.

## COLLECTIVE AGREEMENTS

contract. It is, perhaps, significant that instead of the term "trade agreements" used in the constitution of the former Association, the new one contains the phrase "labor contracts."

Aside from consolidating the three operators' associations into one, the most important change made in the reorganization was to appoint an executive giving full time to the work of the Association, with the title, president and operators' commissioner. He has the assistance of four commissioners assigned to different parts of the state to represent the Association in adjustment of controversies arising under the labor contract. The only other officer is the treasurer. Comparison of the new form of organization with the old gives the impression that it is bent upon action with the least possible encumbrance of officers giving only part of their time and yet responsible for administration.

For a large Executive Board of three members from each of the eleven subdistricts into which the state is divided, is substituted a board of seven members elected by the whole body without regard to the districts from which they come, though the constitution provides that the seven shall "so far as practicable, represent the various mining conditions and mining regions of the state." The state is now divided for administration of the agreement into three areas: the first extends to Danville and a line north of the Pennsylvania Railroad line into St. Louis; the second, from the main line of the Pennsylvania into St. Louis, but

## LABOR AGREEMENTS IN COAL MINES

not including Centralia nor the area of the Illinois Central Railroad near DuQuoin; the third area is the rest of the state, that is, southern Illinois. While retaining its usual executive powers, the Board in practice delegates its administrative functions to the operators' commissioner. A change is made, also, in the important provision of a Scale Committee which represents the operators in negotiating an agreement. A special committee of five persons is elected by the members for this purpose. The five may or may not be members of the Executive Board. Formerly the Executive Board acted as the Scale Committee.

By March, 1929 the newly organized Association included in its membership representatives of mines producing 92 per cent of the coal mined in the state. Only one important company stayed outside, and it was unionized under the same conditions as the association mines. One company only in the state was then non-union, and a strike was in progress there. The miners of the state were practically 100 per cent union members.

### NOTES ON OTHER STATES

Regarding the operators' associations in Indiana, Ohio and western Pennsylvania, we have no information as to changes following the termination of the Jacksonville Agreement of 1927, as we have made since then no first-hand study in those states. It is generally understood that in all three of them contractual relations between operators and union lapsed when a new agreement could not be secured. We give here

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## COLLECTIVE AGREEMENTS

the facts as to the associations during their period of activity.

In Indiana two operators' associations dealt with labor matters—the Indiana Bituminous Coal Operators' Association and the Brazil Block Coal Producers' Association. The latter was of minor importance because its jurisdiction covered only the Brazil Block Coal District of Indiana, employing about 1,000 to 1,500 miners. The Indiana Bituminous Coal Operators' Association, on the other hand, extended its jurisdiction practically over the entire bituminous coal producing area of the state, employing about 30,000 miners. An association of operators in this state existed as early as 1892, probably the parent of the Indiana Bituminous Coal Operators' Association. The secretary was charged with the duties of assisting the Association in making contracts relating to labor, acting with the title of commissioner. The constitution provided that

it shall be the further duty of the commissioner on complaint of any member of this association or any miners' official, of the violation of a contract, at any mine represented in this association, to immediately investigate such complaint and adjust the same, if possible, in accordance with the contract, and, upon failure to do so, to report the result to the president of this association, who shall in turn bring the question at issue to the attention of the executive committee of the association which shall be called together for this purpose. It shall be the further duty of the commissioner to keep a complete and careful record of all decisions reached and when possible the commissioner shall obtain all decisions in writing.<sup>1</sup>

<sup>1</sup>Indiana Bituminous Coal Operators' Association, Constitution and By-laws, revised and approved, 1909, pp. 6-7.



## LABOR AGREEMENTS IN COAL MINES

In addition to the Pittsburgh Vein Operators' Association of Ohio, the largest operators' association of that state, Ohio had four other operators' associations—the Southern Ohio Coal Exchange, the Crooksville Coal Operators' Association, the Coshocton Coal Operators' Association and the Central Ohio Coal Operators' Association. They may be distinguished from those of Illinois, Indiana and Pennsylvania, in that they were not organized solely for the purpose of handling labor matters. However, they had separate departments or divisions devoted to their several functions. The three associations named last had the same labor commissioner. It is needless to describe all these associations, as the description of the Pittsburgh Vein Operators' Association of Ohio will serve as a description of the other four.

As indicated by its name, its membership was confined to operators of mines in what is known as the Pittsburgh Vein of coal. In Ohio, as in Illinois, the presence of several operators' associations was due to the variety of veins of coal and different conditions of mining in different districts. The difference between the Illinois and the Ohio operators' associations is that the former met the miners' union as a unit in making a contract for the district, while the latter met the miners of their respective subdistricts separately. The constitution of the Pittsburgh Vein Operators' Association provided for two standing committees, the operating committee and the statistical committee. The statistical committee prepared for its members weekly reports bearing on cost of coal production, cost of distribution, car supply and production of coal.

The operating committee was charged with jurisdiction over

## COLLECTIVE AGREEMENTS

all matters relating to such of the purposes of this association as pertain to the production of coal, and including especially the conservation of coal deposits, the standardization of methods of mining and operation of mines, the establishment of uniform systems of accounting and estimating costs, the observance of all laws and regulations with reference to the operation of mines, the making of agreements on behalf of the members with their employes or the representative of their employes, and generally dealing and negotiating with such employes, and all other matters necessary or incident thereto.<sup>1</sup>

The committee maintained an office in Bridgeport, Ohio, in charge of a labor commissioner who represented the members of the Association in their disputes with their mine employes. The commissioner issued weekly reports on disputes handled during the week, and in addition he reported to the annual meeting. As in the Illinois Coal Operators' Association, the constitution obligated members to supply coal to any member of the Association who was compelled to shut down his mine by reason of the failure of his employes to observe the union agreement.<sup>2</sup>

The Pittsburgh Coal Producers' Association was the largest in western Pennsylvania, the territory co-extensive with the fifth district of the United Mine Workers, which is a part of the Central Competitive Field.<sup>3</sup> Its organization and structure were similar to those of the Pittsburgh Vein Operators' Association. It maintained

<sup>1</sup>Pittsburgh Vein Operators' Association of Ohio, Agreement, 1916, p. 5.

<sup>2</sup>*Ibid.*, p. 8.

<sup>3</sup>According to the statement made to us by the commissioner of this Association, about 95 per cent of the tonnage of the state comes under the jurisdiction of this Association.

## LABOR AGREEMENTS IN COAL MINES

a standing committee on mining conditions and wage agreements, which constituted the Scale Committee of the Association in making contracts with the miners.

Thus while the miners had one union for Illinois, Indiana, Ohio and western Pennsylvania, the operators were divided into several associations, though all were represented in the joint conferences with the United Mine Workers to negotiate an agreement.

## CHAPTER II

### HOW THE AGREEMENT IS MADE

**T**HE demands which the miners make upon the operators are formulated at international conventions of the United Mine Workers. Prior to the convention the local unions in all districts send in resolutions embodying their collective wishes regarding wages and conditions of employment. Numerous examples could be cited, but a few from the convention of 1916 will serve to trace the procedure as it prevailed up to 1928, from the ideas of the men in the mines expressed in their local meetings to their final incorporation into a written contract establishing conditions in all union mines for a period of two years.

From Local Union No. 615, in Fayette City, Pennsylvania, came a series of resolutions addressed "to the officers and delegates of the twenty-fifth consecutive and second biennial convention of the United Mine Workers of America," urging that the convention demand an increase of 20 cents a ton on all coal mined by machine, and the same advance on the entire scale, and that, moreover, the entire wage scale be based on machine mining; and that in the Pittsburgh district "the run of mine system" prevail.<sup>1</sup> An eight-

<sup>1</sup>"Run of mine coal," as shown in Appendix V, p. 498, is a mixture of all coal from finest to coarsest, but free from impurities. The miner is paid by weight; and if the smaller pieces of

## LABOR AGREEMENTS IN COAL MINES

hour day from bank to bank was demanded—that is, from the time the miner enters the mine until he leaves it, thus including in his working day the time necessary to reach the particular place in the mine where he is working. A day wage scale instead of piecework was asked for in all outside work about the mine, and all day labor inside the mine was to be at a uniform price. Broken tools should be sharpened and repaired by the blacksmith without extra charge to the miners. All cars should be delivered at the face of the working place where the miner had actually taken out the coal, thus saving his time. A half holiday every Saturday was asked for, and finally the convention was asked to demand payment for moving all slate which might happen to be blasted out with the coal.<sup>1</sup>

Local Union No. 558, in Webster, Pennsylvania, had a different set of demands embodied in resolutions, namely, a 10 per cent increase in rates for mining and for inside day labor and a 20 per cent increase for outside labor, and weekly payment of wages. Like the miners of Fayette City, they asked for a half holiday on Saturday and they then covered certain interesting points having to do with the management and equipment of mines, as follows:

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coal are sifted out before weighing, his earnings are reduced. The matter is further explained in the resolutions quoted from the Local Union of Webster, Pennsylvania, p. 32.

<sup>1</sup>United Mine Workers of America, Proceedings of the Twenty-fifth Consecutive and Second Biennial Convention, Indianapolis, January 18 to February 1, 1916, p. 834.

## HOW THE AGREEMENT IS MADE

*Resolved*, that we demand a place for every man or two places for two men; that where safety lamps must be used that the electric lamp, which is attached to the cap, be substituted for the ordinary safety lamp now in use, and that the operator bear the expense of the same.

WHEREAS, the use of air-dumps, back action, hump screens and other contrivances being continually installed break up the coal to a great extent, producing more slack, thereby reducing the earnings of the miners where mines are operated on the screen coal basis; and whereas, mine bosses have a tendency to place men who are active in the union affairs in soft coal places, therefore, be it resolved, that we demand the run of mine basis in our next contract and that no contract be signed that does not include this demand.<sup>1</sup>

These and similar resolutions were sent by local unions to the international convention held in Indianapolis in January and February, 1916. It will be observed that they contained demands for increases in wage scales, for an eight-hour day from bank to bank, for weekly payment of wages, for Saturday half-holiday and for other improvements in working conditions and in organization of work.

## CONVENTION SCALE COMMITTEE

All resolutions relating to wages and working conditions are referred by a Committee on Resolutions to a Scale Committee, which, like the resolutions committee, is appointed by the president. The Scale Committee is made up of all the presidents of the districts

<sup>1</sup>*Ibid.*, p. 853. See footnote, p. 71, for definition of "run of mine" coal.

## LABOR AGREEMENTS IN COAL MINES

comprising the United Mine Workers of America. It considers all the resolutions referred to it, and makes its report during the latter part of the convention.

To continue with the 1916 convention as illustrative, the report of the Scale Committee, presented on the tenth day, was introduced by its secretary, Frank Farrington, with this statement:

We have endeavored to avoid writing into our demands anything which we believe cannot be secured at the Mobile conference; in other words, we are recommending certain specific demands for the miners of the country and we are going to Mobile prepared to fight for what we are demanding.

The following were the recommendations relating to soft coal mines. Another report dealt with anthracite.

First: We demand that all coal be weighed before being screened and paid for on a mine run basis.

Second: We demand a 10 per cent per ton increase at the basing point.

Third: We demand a 10 per cent increase on all dead work and yardage.

Fourth: We demand a 20 per cent increase on all day labor.

Fifth: We demand a uniform day and wage scale for all classes of outside and inside day labor.

Sixth: We demand a proper readjustment of the machine differential at the basing point.

Seventh: We demand that the eight-hour day shall apply from bank to bank.

Eighth: We demand that all local inequalities and internal differences be referred to the various districts affected for settlement.

## HOW THE AGREEMENT IS MADE

Ninth: We demand that our contract shall be in effect for a period of two years.

Tenth: We demand weekly pays.

Eleventh: We demand that every other Saturday shall be an idle day.<sup>1</sup>

An analysis of these demands shows that they constitute a compromise of the resolutions submitted by the local unions to the convention. In the one above cited from Webster, Pennsylvania, for instance, the demand was made for a 10 per cent increase in mining rates and for inside day labor, and for a 20 per cent increase for outside labor, while the Scale Committee, agreeing with the first, asked 20 per cent for all day labor. The report of the Scale Committee is generally accepted by the convention with little discussion.

### JOINT CONFERENCE SCALE COMMITTEES

After adoption, the report of the International Convention Scale Committee is referred to the Joint Conference Scale Committee, consisting of the miners' and operators' scale committees. The miners' representatives are elected by the delegates from the respective districts in attendance at the convention. The operators of each state select their scale committeemen at association meetings held for this purpose, having regard for proper representation of the different interests involved, but without formal district representation. An

<sup>1</sup>United Mine Workers of America, Proceedings of the Twenty-fifth Consecutive and Second Biennial Convention, Indianapolis, January 18 to February 1, 1916, p. 834.



## LABOR AGREEMENTS IN COAL MINES

interstate joint conference of the miners' and the operators' scale committees takes place soon after the adjournment of the international convention.

### INTERSTATE JOINT CONFERENCE OF 1916

A brief description of the organization of the 1916 Interstate Joint Conference will give the reader an adequate idea of the procedure of all conferences of this sort. It met in Mobile, Alabama, on February 8. The president of the United Mine Workers, John P. White, was elected temporary chairman; and after a speech by the mayor of Mobile, offering the keys of the city to the conferees, one of the representatives of the operators, Hugh Shirkie, was made permanent chairman by unanimous vote. In accordance with the usual custom the secretary-treasurer of the United Mine Workers, at that time William Green, who was later elected president of the American Federation of Labor, was made secretary of the Joint Conference, while the recording secretary of the Illinois Coal Operators' Association, C. E. Laughlin, was made assistant secretary. A Committee on Credentials and Rules and Order, consisting of one operator and one miner from each state, was then chosen and a recess taken, after which the Committee reported 64 operators and miners as members of the Joint Conference, eight of each group from each of the states of Illinois, Indiana, Ohio and western Pennsylvania. In addition, the president, vice-president and secretary-treasurer of the miners' union were recognized as ex officio members.

## HOW THE AGREEMENT IS MADE

The rules governing the Conference declared that each state should have the same number of votes, four for the operators and four for the miners, or, in other words, one vote for each delegate; and finally provided that all main and principal questions, which were defined as those affecting the proposed wage scale and agreement, required unanimous vote.

With the Conference organized and its procedure defined, the president of the United Mine Workers presented the miners' demands as determined upon at the international convention. In 1916, at the convention which we are using as illustrative of procedure, the miners' president made the following explanation in presenting his report on behalf of the miners' convention:

In formulating these demands the mine workers whittled them down and stripped them of any excess. We felt the time had come when we should receive a substantial increase in wages from you, and likewise a substantial improvement in our conditions. From every indication we are fully justified in presenting these demands for your thoughtful consideration. It is four years since the mine workers of the country have received any advance in wages. During that period the people we represent, together with the laboring masses in general, have had great burdens to bear. The steady increase in cost of living has menaced their progress materially, and we felt that improved conditions warranted us in making the demands.<sup>1</sup>

<sup>1</sup>Operators of the Central Competitive Coal Field and United Mine Workers of America, Joint Conference, Mobile, Alabama, February 8, 1916; New York, February 24, 1916, p. 8.

## LABOR AGREEMENTS IN COAL MINES

Increases in cost of living, as well as improved business conditions in the coal industry, constitute the arguments upon which the miners usually base their demands. The arguments which the operators set forth as their reasons against the granting of the miners' demands are illustrated in the following extract from the speech on their behalf made in 1916 by an operator from Ohio.

. . . Now, while it is true that at the present time there is greater activity in practically all industries than we had two years ago, yet it is more than true that as far as the organized field is concerned during the last two years they have had less business than ever in the history of mining that I recall. And while it is true that increased prices have been paid to various and diverse employes, it is still more than true that with all the increases they are a long way below the prices we are paying labor in the organized field, and they will have to make a great many more increases before they bring them up to the level we are paying in the four competitive states.

Now I want to call your attention to a few conditions that exist. And it is of the utmost importance that both sides deal with this condition as it actually exists, not from a theoretical standpoint. . . . During the last two years there was not a state in the four competitive states but lost tonnage. Ohio more than any of them, Pennsylvania more than ten million tons last year; while the states of West Virginia and Kentucky—while we were all trying to get business, bear in mind—increased their product materially. These are the only states in the Union that increased their production materially, the states across the border that these four states have to meet in competition. . . .

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I want to repeat that if we were to agree here today, tomorrow the coal industry of Ohio and Pennsylvania, and I take it Indiana and Illinois, would be so dead it would take months to resurrect it. Now these are facts, and facts that you gentlemen must take into consideration. It is a problem both sides of the house must deal with fairly. You are not going to ruin one side without ruining the other. The operators on this side are willing to renew the present contract; that is, the basic prices, I take it. They know they cannot grant an increase; they know an increase will mean ruin to them and they are satisfied it will mean the same to you.<sup>1</sup>

Thus, at all joint conferences the operators claim that the unorganized union fields where wages are lower, are encroaching upon the organized districts in the Central Competitive Field and are taking away their business. They generally point to the operators of West Virginia and Kentucky as taking their business because of the lower wages paid in those states. They argue further that increases in wages and improvements in conditions in the Central Competitive Field would merely result in more work in the non-union fields and in less work in the union fields, owing to the fact that the non-union fields with lower labor costs would be able to undersell the operators in the union fields.<sup>2</sup>

The first demand of the miners, for the run-of-mine

<sup>1</sup>*Ibid.*, pp. 9-10.

<sup>2</sup>This competitive condition was the difficulty which prevented the signing of an interstate agreement after the expiration of that of 1927, as the later discussion will show.

## LABOR AGREEMENTS IN COAL MINES

system of weighing coal, was then taken up, but not until after three days of discussion was the roll call taken on the motion made by a miners' representative that this demand be adopted as part of the contract; all the operators voted in the negative and all the miners in the affirmative. According to the rule of unanimity, the motion was lost. The second demand, for a 10 per cent increase at the basing points, was put to vote on the sixth day of the Conference, after several days of discussion about the labor costs of the unorganized fields; this motion was also voted down.

When this second demand of the miners was rejected by the operators, the usual motion was made that the Conference refer the demands of the miners to a subcommittee consisting of two operators and two miners from each state, together with the chairman of the Conference and the international officials of the miners' union. This motion was carried by a viva voce vote, and the Conference adjourned long enough to permit the miners' and the operators' delegates to select their representatives on the subcommittee. This done, the Conference was adjourned to be reconvened by the subcommittee.

Two days later the subcommittee reported a disagreement to the full meeting of the Joint Conference. It was thereupon decided to meet in New York City a week later. This motion was made by an operator on the ground that there was "probably an opportunity

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to get together."<sup>1</sup> The Conference adjourned on February 17 in Mobile and reconvened on February 24 in New York City, but adjourned again on the same day, subject to the call of the scale subcommittee. On March 8 the Interstate Joint Conference was called to order by the scale subcommittee, which reported its agreement upon a contract for the ensuing two years.

The discussion on the report of the subcommittee lasted one day, at the end of which it was voted on according to the unit rule and was adopted by the Conference, subject to the approval of the miners' referendum vote or of a reconvened convention.

#### INTERSTATE AGREEMENT OF 1916 TO 1918

The contract thus arrived at covered prices and conditions of mining in western Pennsylvania, Ohio, Indiana and Illinois for the two years ending March 31, 1918. It provided for "a mine-run basis," except in the block coal district of Indiana, "and that the pick mining rate therein be advanced five cents per ton and machine mining four cents per ton." The pick mining rate was specified for mines in the thin vein district of western Pennsylvania, in the bituminous district of Indiana, in the Danville district of Illinois and in the eastern Ohio, Hocking, Cambridge and Amsterdam-Bergholz districts of Ohio; and throughout the rest of Ohio the pick mining rate was advanced three cents

<sup>1</sup>Operators of the Central Competitive Coal Field and United Mine Workers of America, Joint Conference, Mobile, Alabama, February 8; New York, February 24, 1916, p. 210.

## LABOR AGREEMENTS IN COAL MINES

per ton "unless otherwise agreed to in joint conference by operators and miners in any of the subdistricts or scale districts within the state." Rates were also specified for machine mining in the thin vein district of western Pennsylvania, in Ohio, in the bituminous district of Indiana and in the Danville district of Illinois; and the prices for "all day labor dead work, yardage and room turning" were advanced 5 per cent.

The habit of joint action in interpreting agreements was illustrated in "a joint commission of 3 miners and 3 operators . . . who are hereby given authority to establish the proper machine mining rates in the long wall mines of northern Illinois with regard to existing machine differentials."

An eight-hour day was described as meaning eight hours' work in the mines at usual working places for all classes of inside day labor. "This should be inclusive of the time required in reaching such working places in the morning and departing from the same at night."

Evidence of loss of time through irregular operation was found in the provision 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,

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the operators may furnish other than the regular labor for the unexpired time.

An underlying principle for negotiation was laid down in this clause:

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 increase the cost of production or decrease the earning capacity of the men.

It will be seen, by comparing the first demand of the miners as formulated at their international convention with the first article in the agreement of 1916-1918, that the miners won substantially what they asked. The mine-run basis of weighing coal had been their chief demand since the inauguration of the interstate joint movement. A comparison of the other items in the miners' report with the contract actually secured shows that the advance granted by the operators was far short of the advances asked for. Thus, for instance, the miners asked a 10 per cent increase on all dead work and a 20 per cent increase on all day labor, but accepted as a compromise a 5 per cent increase on day labor and dead work.

The eighth demand, that all internal differences be referred to the various districts for settlement, was so modified in the agreed contract as to preclude any changes in working conditions which might increase cost of production or decrease earning capacity of



## LABOR AGREEMENTS IN COAL MINES

labor, unless mutually agreed to by operators and miners. The agreement was signed by representatives of miners and of operators in each state, by the ex officio members who were officers of the United Mine Workers and by the chairman and secretary of the conference.

### AGREEMENTS, 1898 TO 1924

These joint conferences to renew agreements between operators' and miners' representatives have been periodical. From 1898 to 1904 they were held annually. Table 1 shows the dates and places of meetings, the length of the period of the agreement and its wage conditions.

It will be seen from this summary table that as a result of each of the biennial interstate joint conferences from 1908 to October, 1917 the miners succeeded in securing wage increases. During the period from 1898 to 1904, when joint conferences were annual, the miners succeeded in getting increases only biennially. Only in 1904 did they accept a reduction in wages. The agreement in that year was the first formulated for a period of two years. The Jacksonville contract of 1924, recorded in the table, which was to last three years, was the last interstate contract signed up to the date of publication of this study. As recorded elsewhere, the union did not succeed in securing a renewal in 1927, and thereafter it was necessary for those districts which were strong enough to make their own agreements.

## HOW THE AGREEMENT IS MADE

TABLE 1.—DATE AND PLACE OF JOINT CONFERENCE,  
PERIOD AND WAGE CONDITIONS OF AGREEMENTS, 1898 TO 1924

Date	Place of Meeting	Period of Agreement	Wage Conditions of Agreement
January, 1898	Chicago	1 year	Wage increase
January, 1899	Pittsburgh	1 year	Former agreement reaffirmed
January, 1900	Indianapolis	1 year	Wage increase
January, 1901	Columbus	1 year	Former agreement reaffirmed
January, 1902	Indianapolis	1 year	Former agreement reaffirmed
January, 1903	Indianapolis	1 year	Wage increase
January, 1904	Indianapolis	2 years	Reduction in wages accepted by miners
January, 1906 <sup>a</sup>	Indianapolis	2 years	Wage increase (1903 scale adopted by individual companies)
March, 1906 <sup>a</sup>			
March, 1908	Toledo	2 years	Former agreement reaffirmed
February, 1910 <sup>a</sup>	Toledo	2 years	Wage increase
February, 1912 <sup>b</sup>	Indianapolis	2 years	Wage increase
February, 1914	Philadelphia	2 years	Wage increase
March, 1914	Chicago	2 years	Wage increase
February, 1916 <sup>a</sup>	Mobile	2 years	
February, 1916	New York	2 years	Wage increase
April, 1917	New York	7 months	Wage increase
October, 1917	Washington	2 years	Wage increase
April, 1920	New York	2 years	Wage increase
August, 1922	Cleveland	8 months	Former agreement reaffirmed
January, 1923	New York	1 year	Former agreement reaffirmed
April, 1924	Jacksonville	3 years	Former agreement reaffirmed

<sup>a</sup>Conference broke up.

<sup>b</sup>Reconvened at Cleveland.

## LABOR AGREEMENTS IN COAL MINES

### THE MINERS' POLICY COMMITTEE

Immediately after the signing of an interstate contract the president of the international union, acting according to instructions received at the international convention, would call together the Union Policy Committee, consisting of all the presidents of the districts comprising the United Mine Workers of America. The International Executive Board met together with the Policy Committee. The next step was to submit a newly negotiated agreement to a referendum vote of the members.

### DISTRICT, SUBDISTRICT OR JOINT CONFERENCES

With the interstate joint contract adopted, the miners and operators of each district in the Central Competitive Field would then meet in joint conference in order to formulate district and subdistrict contracts. These contracts must not conflict with the interstate joint contract, but in them applications were made to special local conditions. Thus the scale committees of Illinois operators and miners met jointly in their state in order to formulate the contract for Illinois mines. Similar conferences were held in Indiana and Pennsylvania. In Ohio it was the scale committees of the subdistricts which met jointly to formulate their contracts, and none was made for the state as a whole, other than the interstate agreement. An attempt was usually made by the miners at these district and subdistrict joint conferences to secure certain improvements in local work-

### HOW THE AGREEMENT IS MADE

ing conditions. Their efforts, however, were likely to be futile, as the operators were naturally disinclined to grant further concessions which might increase the cost of production. These joint meetings in districts and subdistricts, however, were especially valuable because they afforded each side an opportunity to exchange information as to working conditions and as to the status of the coal market. Several commissioners and union officials who were interviewed said that they considered these local joint conferences as "safety valves" for the radical miners. The local leaders of the miners who were dissatisfied with agreements made at the interstate joint conferences were enabled to express their dissatisfaction. And having done so, they were less "dangerous back home"; that is, they were not so inclined to condemn the new contracts after they had themselves participated in their formulation.

### REFERENDUM ON AGREEMENTS

Agreements generally become effective only after the members of the United Mine Workers adopt them in a referendum vote. But not all newly negotiated agreements are voted on by the members of the union, the decision in this matter resting with the expressed wish of the International Convention. Agreements negotiated with the operators in the Central Competitive Field are voted upon by the miners in bituminous coal districts; the anthracite districts are handled separately. Table 2 shows the results of referendums on four contracts for the bituminous mines.

LABOR AGREEMENTS IN COAL MINES

TABLE 2.—REFERENDUM VOTE ON PROPOSED WAGE AGREEMENTS IN TYPICAL YEARS, BY UNITED MINE WORKERS OF AMERICA

Vote	Members voting on referendum in specified years			
	1912 <sup>a</sup>	1914 <sup>b</sup>	1916 <sup>c</sup>	1924 <sup>d</sup>
For adoption:				
Number.....	109,709	89,490	84,498	164,858
Per cent.....	77	63	66	86
Against adoption:				
Number.....	32,139	52,076	42,820	26,253
Per cent.....	23	37	34	14
Total.....	141,848	141,566	127,318	191,111
Per cent.....	100	100	100	100

<sup>a</sup>United Mine Workers of America, Proceedings of the Twenty-fourth Consecutive and First Biennial Convention, 1914, p. 49.

<sup>b</sup>United Mine Workers of America, Proceedings of the Twenty-fifth Consecutive and Second Biennial Convention, 1916, p. 29.

<sup>c</sup>United Mine Workers of America, Report of International Tellers, 1916, p. 20.

<sup>d</sup>United Mine Workers Journal, April 1, 1924, p. 17.

The total number of union members entitled to vote in the 1912 wage referendum was 366,441;<sup>1</sup> in the 1914 referendum, approximately 318,000;<sup>2</sup> in the 1916

<sup>1</sup>The voting took place in April, 1912, and 366,441 was the total April membership in the districts entitled to vote. The total membership is taken because the exonerated as well as paid-up members have the right to vote in these referendums. (United Mine Workers of America, Proceedings of the Twenty-fourth Consecutive and First Biennial Convention, Indianapolis, January 20 to February 3, 1914, p. 49.)

<sup>2</sup>The voting took place in April, 1914. The total membership by districts for April, 1914 was not available. The average union

#### HOW THE AGREEMENT IS MADE

referendum, 283,524;<sup>1</sup> while in 1924 the number was probably about 366,000.<sup>2</sup> In three of these referendums less than half of those entitled to vote actually voted; in the fourth, for 1924, the proportion was somewhat more than half. This fact may indicate either apathy in union affairs or general reliance upon the judgment of the union officials, who negotiated the contracts. The important point here is that the machinery for arriving at a collective decision regarding newly negotiated contracts was provided for and that the miners interested might either accept or reject such agreements. In every referendum a substantial majority voted for the agreement. The now historic Jacksonville Agreement, which was voted on by the members in March, 1924, received the highest percentage of favorable votes in these four referendums.

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membership in the districts entitled to vote on the bituminous wage contract in April, 1913 and 1915 was estimated as 318,000. This average is considered a fair substitute for the actual April, 1914 membership in the districts entitled to vote. (*Ibid.*, p. 223, and United Mine Workers of America, Proceedings of the Twenty-fifth Consecutive and Second Biennial Convention, Indianapolis, January 18 to February 1, 1916, vol. 1, pp. 29, 216.)

<sup>1</sup>United Mine Workers of America, Report of International Tellers, 1916.

<sup>2</sup>The voting took place in March, 1924, but the figures of membership for this month were not available; the March, 1923 figures for the districts affected were taken as a substitute. This method is questionable for the reason that the March, 1923 membership of the union in the various districts was exceptionally high; therefore the proportion voting was probably higher than indicated.

## LABOR AGREEMENTS IN COAL MINES

### PROPOSED CHANGES IN PROCEDURE

The years following 1916, because of war conditions, brought difficulties in negotiations, which led to proposals made by the operators for two main changes: (1) the enlargement of representation of operators and miners at the interstate joint conferences so as to include other coal-producing states; and (2) the separate making of contracts by the several unionized districts in the bituminous coal fields of the country, to which one interstate joint contract had hitherto applied. The history of the contracts during the period from 1916 to 1927 and in 1928 may be briefly enumerated here for the light that it throws on procedure.

The interstate joint contract adopted in New York in 1916 was to have lasted until April 1, 1918, but as a result of radical changes in the labor market and in living costs, which took place after the entrance of the United States into the World War in the spring of 1917, the miners' union induced the operators of the Central Competitive Field to grant them wage increases not contemplated in the 1916 agreement. The Federal Fuel Administration made these agreements operative in non-union mines. The increases were granted after two distinct joint wage conferences, one in New York in April, 1917 and the other in Washington, D. C., in September of the same year.

The Washington contract was to have run during the period of the war, but not later than March 31, 1920. Early in 1919, owing to lack of employment

#### HOW THE AGREEMENT IS MADE

in the coal fields following the signing of the Armistice in November, 1918, the miners throughout the Central Competitive Field demanded a new contract. The operators insisted that the Washington contract could not terminate until March 31, 1920 unless the treaty of peace was signed sooner. The miners at a convention held in Cleveland in September, 1919 took the position that the war had actually terminated with the signing of the Armistice in 1918. The convention therefore ordered a strike to take effect on November 1, 1919, if the operators should refuse to meet them to negotiate a new contract.

This strike led to the appointment of the Bituminous Coal Commission by President Wilson. Both operators and miners agreed to submit their differences to this Commission, and the men went back to work. Following the decision of the Commission, which was rendered on March 31, 1920, granting a substantial increase in wages, an interstate joint conference was held in New York on March 31 and a contract was signed to last until April 1, 1922.

Before that date miners' officials invited operators of the Central Competitive Field to meet with them to consider a new contract, but the operators declined. Then ensued a strike in the bituminous industry, beginning April 1. On August 7, operators and miners of the Central Competitive Field met once more, in Cleveland, and on August 15 reaffirmed the contract



## LABOR AGREEMENTS IN COAL MINES

of 1922 to last until April 1, 1923, thus terminating the strike.

In this Cleveland contract consideration of the proposed new methods of arriving at joint contracts was broached in two provisions.<sup>1</sup> In order to consider new methods, as suggested in the Cleveland contract, representatives of operators and miners met in Chicago in November, 1922. In addition to the usual representation from the Central Competitive Field, two operators and two miners were present from central Pennsylvania, Iowa, northern West Virginia, Oklahoma, Wyoming, western Kentucky, Michigan, Missouri and Montana;<sup>2</sup> Washington and Kansas were each represented by one miner, though entitled to two each. It will be recalled that one of the proposed changes was to enlarge representation beyond the four states of the Central Competitive Field. The Chicago conference, however, could not be brought to agree to this.

The conference reconvened in Chicago in the following month, December, 1922, and took up the second proposal for separate contracts with miners' unions in the different districts. They also suggested a form of arbitration to prevent strikes, and a sliding scale of wages in all districts to permit of changes in wage schedules when competitive conditions seemed to de-

<sup>1</sup>Operators of the Central Competitive Coal Field and United Mine Workers of America, Interstate Agreement, Cleveland, August 15, 1922, Secs. 2 and 3.

<sup>2</sup>United Mine Workers Journal, December 1, 1922, p. 5.

## HOW THE AGREEMENT IS MADE

mand it. These proposals were all made by the operators. The miners' representatives desired to retain the past method of making agreements, using the four states to arrive at the agreements and permitting them to be applied thereafter in the other districts.<sup>1</sup> Again the conference adjourned, to reconvene in January, but still no conclusion was arrived at regarding new methods of negotiating contracts.

Meanwhile the United States Coal Commission had been appointed by act of Congress to study the facts about the coal industry. The Commission addressed a communication to the Chicago conference, designating it as "The Operators' and Miners' Committee on Reorganization." The important point in the message is as follows:

. . . If, therefore, all [your] efforts to reach an agreement fail, the Commission urges you to continue your present arrangement until April 1, 1924, by which time this Commission expects to have found and reported fully all the facts over which your disagreements have arisen with recommendations to the Congress, and by which time the Congress will have had opportunity to consider and take such action in the premises as it may deem wise. . . .<sup>2</sup>

After the receipt of this communication the Chicago conference adjourned, and representatives of operators and miners of Illinois, Indiana and Ohio met in New York on January 18 and reaffirmed on January 26 the

<sup>1</sup>*Ibid.*, December 15, 1922, p. 5.

<sup>2</sup>*Ibid.*, January 15, 1923, p. 4.

## LABOR AGREEMENTS IN COAL MINES

Cleveland interstate joint wage agreement, which had already been extended to April 1, 1923 and was now extended further to April 1, 1924. Operators' representatives from western Pennsylvania were not present at this conference, but they came back into the fold at the next interstate joint conference, held at Jacksonville, Florida, on February 11, 1924. .

For the first time in the history of the union, the wage contract adopted then was to last three years, or until April 1, 1927. The hope was that the wage scale established would result in decreasing the number of mines in operation and thus gradually would tend to remedy the overdevelopment in the industry. By this agreement the miners continued to receive the same rates of wages adopted in the 1920 agreement, which had been based upon the award of President Wilson's Bituminous Coal Commission. Thus we see in this procedure the joint agreement between miners and operators, with the intervention, however, of the nation through a presidential commission. This, together with the appointment of the United States Coal Commission, indicates clearly the realization of the vital public interest involved in the making of this union contract in the coal industry.

### TERMINATION OF INTERSTATE JOINT CONTRACTS

With the termination of the Jacksonville Agreement on April 1, 1927 came a breakdown in the established procedure. It was impossible in that year to negotiate

## HOW THE AGREEMENT IS MADE

a new agreement. The operators insisted upon a reduction in wages. The union refused to accept it. The history of the conferences and the details of the long strike or lockout which followed are outside the scope of this report. The result for Illinois was that both miners and operators were dissatisfied with the lack of a state-wide agreement. Several efforts were made to get together. The stumbling-block was that the Illinois miners declared that any settlement in that state must conform with the stand taken by the International Policy Committee, which insisted upon the wage set in the Jacksonville Agreement. The Illinois operators declared that they could not pay this scale and continue to compete with other states which had no agreement with the union and were paying lower wages. A joint conference held in June, 1927 broke up because these two positions were seemingly irreconcilable.<sup>1</sup>

Informal negotiations followed during the summer, between the operators and the President of the United Mine Workers, John L. Lewis, and finally Mr. Lewis conveyed to the officers of District 12 the news that the operators were willing to enter into the following arrangement:

That the mines in Illinois would resume work at once on the basis of the agreement which expired on March 31,

<sup>1</sup>For a complete account of the various attempts to reach an agreement during this period, see United Mine Workers of America, District 12, Thirty-second Consecutive and Seventh Biennial Convention, Peoria, Illinois, March 26, 1929; Supplementary Report of President Harry Fishwick on Wage Scale Negotiations.

## LABOR AGREEMENTS IN COAL MINES

1927, said agreement to continue until April 1, 1928. That in the meantime a commission of two from each side would be selected to examine into all the facts and the conditions governing the mining industry in Illinois, said Commission to report to a joint wage scale conference which should be assembled on or about February 1, 1928, and that said Commission should be composed of the President and Vice-President of the Coal Operators' Association of Illinois and the President and Vice-President of District No. 12, United Mine Workers of America.

With such an agreement in view, another joint conference of the Illinois Coal Operators' Association and the miners' union in Illinois convened on September 7, 1927 in Chicago. After an encouraging beginning, however, the operators' representatives informed the miners that further negotiations would be impossible unless the miners would rescind their international policy as it applied to Illinois. This was rejected by the miners, for it seemed to them to undermine at once the stand of the United Mine Workers that all agreements made in any district must be on the basis of the Jacksonville Agreement. The joint conference therefore adjourned "sine die," which, in the parlance of the coal industry, really meant "No agreement is possible."

Within a month further "conversations" followed, and the president of the Coal Operators' Association of Illinois wrote a letter explaining that the operators had been unable to enter into the agreement last suggested because in the proposed joint commission to

#### HOW THE AGREEMENT IS MADE

decide upon wages after April 1, 1928 the miners' representatives would not be free. They would be bound by the "international policy" to secure again the wage scale of the Jacksonville Agreement. To this, the Illinois miners' representatives replied, asserting "their freedom to negotiate upon a basis of fact" and suggesting that the conference be reconvened. This was done on September 30, 1927 in Chicago, and the arrangement was accepted on October 1, thus ending the strike in Illinois. The miners gained an extension of the Jacksonville Agreement to March 31, 1928; the operators gained a joint wage commission free to study the facts and to use them as the basis for a new agreement in Illinois on April 1, 1928.

Further steps were necessary, however, before the national union released the district organization from the stand which had been tenaciously held when the Jacksonville Agreement terminated—no reduction in wages. Equally tenacious for several years had been the union's insistence upon uniform interstate agreements, though in 1927 this had already been suspended and the districts authorized to make their own contracts.

Operators and miners in Illinois met again in joint conference in Chicago on February 8, 1928, to consider the wage scale which was to take effect April 1. The operators moved that a scale drawn up by them, involving reduction in wages, be adopted. The miners moved as a substitute that the Jacksonville Agreement

## LABOR AGREEMENTS IN COAL MINES

be continued. Each side voted for its own motion and opposed the other's, and the conference adjourned "sine die." Thereafter the union offered to sign contracts with individual operators who met its terms, while the Illinois Coal Operators' Association adopted a motion declaring that all relations with the United Mine Workers of America, District 12, had ceased on and after April 1, 1928.

In all the states hitherto unionized, the miners' union was failing to secure agreements. In Illinois thousands were out of employment, unable to find work on conditions demanded by the union. The District Executive Board called a conference of its own officers and leaders of the miners' union in the state. The result was a resolution requesting the International Policy Committee to meet to consider conditions in Illinois and elsewhere in the bituminous mining fields of the country. This meeting was held in Indianapolis on July 11. A week later the policy was changed.

Once again joint conferences were convened in Illinois and an agreement finally reached. It reduced wages, but not as much as the operators had demanded. It was submitted to the Illinois miners for ratification. The referendum vote was taken on September 12, and the contract was approved by a vote of 26,838 to 25,497.

Its specific terms need not be discussed here. In this chapter, the significance of the agreement lies in the changes in procedure rather than in the conditions

#### HOW THE AGREEMENT IS MADE

established by it. For the first time since 1898, when the interstate agreement became the basis of relations between miners and operators, a district made its own contract without any national or interstate contract as its foundation.

Illinois was now the only strongly unionized district in the Central Competitive Field. A year later, in 1929, strife between Illinois and the international organization came to a head, as described in the Preface. What the future procedure will be now remains to be seen. But regardless of impending changes, Illinois' long experience in administering and interpreting collective agreements is of special significance for the future of the miners' union.



### CHAPTER III

#### PLAN OF ADMINISTRATION

**A**S SOON as the collective contract has been signed by the operators' and miners' representatives, it becomes a living instrument governing the working conditions of the miners and the relations between miners and mine managements. Because of this fact its provisions are continuously brought into question. Disputes arise because of alleged violations of the contract or non-compliance with its provisions. When the mine employe feels so aggrieved as a result of some circumstance or incident connected with the conditions of his employment in and around the mine that he refers his grievance to the mine boss or pit committee, a dispute is said to have arisen. A grievance is not considered a dispute unless it is referred for adjudication.

District and subdistrict contracts specify in detail how grievances of miners should be adjusted, and the actual methods of handling disputes in districts of the Central Competitive Field do not differ from the methods prescribed in these contracts.<sup>1</sup> The whole procedure is voluntary and unofficial, and decisions

<sup>1</sup>The provisions for settling disputes in the Illinois district contract in effect during the period of this study are to be found in full in the District Agreement reprinted in Appendix II beginning on p. 363, especially in the thirteenth section, paragraph (b), pp. 389-392.

## LABOR AGREEMENTS IN COAL MINES

reached have no legal force. They represent the development of collective, voluntary agreements between organized workers and organized employers in an industry.

### JOINT DECISIONS

The diagram on the next page shows the various channels through which a grievance of an Illinois miner might have traveled during the period prior to 1927, when the majority of the cases described in later chapters occurred; a parallel column shows the procedure in the agreement of 1928. At every step it is understood that a settlement is to be sought which shall be a joint decision, that is, an agreement between a miner and a mine manager or by a miners' representative with a representative of the operators. A joint decision is final and is not to be reviewed except through agreed procedure. This arrangement that a joint decision shall be final was also part of the method of settling disputes provided in the district and subdistrict contracts of Indiana, Ohio and western Pennsylvania.

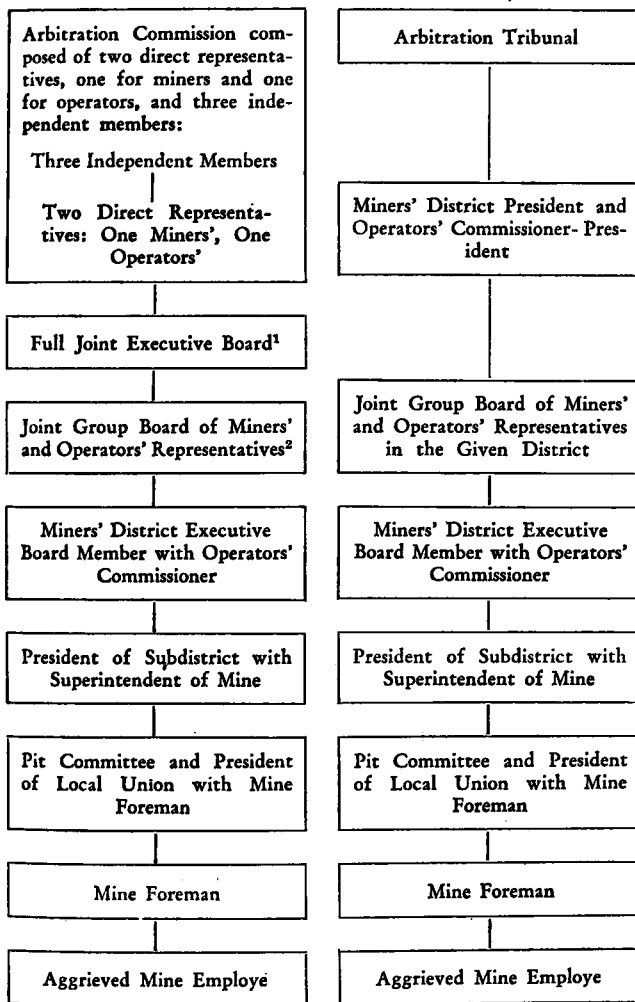
All mine employes, whether they work underground or above ground,<sup>1</sup> belong, as explained in the first chapter, to one local union. An underground mine

<sup>1</sup>The Forty-seventh Annual Coal Report of the Illinois State Department of Mines and Minerals for the year 1928 (pp. 50-51) shows that in that year there were in Illinois an average of 61,154 mine employes, of which number 54,684, or 89.4 per cent, were underground workers, while 6,470, or 10.6 per cent, were surface workers.

DIAGRAM 2.—MACHINERY FOR SETTLING DISPUTES IN ILLINOIS.

*Prior to 1927*

*1928 and Afterward*



(The course of disputes is shown by reading diagram from bottom up.)

<sup>1</sup>At this point, if an agreement was not reached, the case might be referred to a special commission appointed by the joint board.

<sup>2</sup>In practice the intention was to have present only the board members resident in the district where the dispute occurred.

## LABOR AGREEMENTS IN COAL MINES

worker who becomes dissatisfied with some condition of his employment must first take up his grievance with the foreman in charge of mine operations underground; a surface worker deals with the "top foreman" in charge of surface operations. The first court, therefore, for the adjudication of disputes arising in and around the mine is the aggrieved miner, who is a member of the union, and his top foreman, who represents the management. These two must make an effort to come to an understanding. An agreement between them settles the dispute. When they fail to agree, the mine employe's next resource is the pit committee.

### THE PIT COMMITTEE<sup>1</sup>

Members of the pit committee<sup>1</sup> are elected by the local union. Usually, in Illinois, it consists of three miners, although in some mines it has only one member. In mines employing several nationalities, the pit committee often represents the most prominent of them, but it always has at least one English-speaking member. When the pit committee are unable to agree with the mine manager in regard to the disposition of a dispute, they call in the president of the local union, who is employed in the same mine. The pit committee men, the local president and the mine manager then seek to adjust the difference. In some mines custom

<sup>1</sup>For a first-hand description of a pit committee by a miner who was a member of one of them, see "A Coal Miner's Journal," by Edward A. Wieck. In *Atlantic Monthly*, July, 1924, p. 5.

## PLAN OF ADMINISTRATION

has done away with the calling in of the president, while in others the local president is a member of the pit committee. The contract provides that members of the pit committee may not take the initiative in inspecting the mine to discover violations of the contract; nor may they act on any grievance unless called upon by some miner or group of miners.

Accurate figures, showing the number of complaints handled by pit committees, are not available. Naturally the number will vary not only with the size of the mine and the number employed, but also with the character of the mine management and the ability and character of the miners comprising the committee. From various estimates it would appear that about 70 per cent of all cases which come to the pit committee are adjudicated by it, while the remaining 30 per cent are referred to the superintendent and subdistrict president.

### SUBDISTRICT PRESIDENT AND MINE SUPERINTENDENT

Upon the failure of the pit committee and local president to agree with the mine manager, the president of the subdistrict<sup>1</sup>—or the vice-president—and the superintendent of the mine where the dispute occurs take up the dispute. If they fail to agree, they must submit the dispute in writing to the executive board member of the miners' district union, who represents that subdistrict, and to the commissioner of the opera-

<sup>1</sup>The district of Illinois, as stated in the first chapter, p. 48, is divided into 11 subdistricts.

## LABOR AGREEMENTS IN COAL MINES

tors' association. The description must cite the evidence which has been agreed upon by the superintendent and the subdistrict president.

### MINERS' DISTRICT BOARD MEMBER AND OPERATORS' COMMISSIONER

The miners' union of Illinois, which, it will be remembered, is District 12 of the United Mine Workers of America,<sup>1</sup> is itself divided into 10 executive board election districts.<sup>2</sup> Each of these districts elects one representative on the district board. The district board executes the instructions of district conventions and administers the district between conventions. Its members are full-time salaried officers, and they devote themselves largely to the adjudication of disputes arising within their respective districts. They handle cases on which the subdistrict presidents and superintendents of mines fail to agree. When the executive board member happens to be too busy with union organization matters, he may, with the consent of the operators' commissioner, delegate his power in handling disputes to the subdistrict president, or to some other official of the union agreeable to the commissioner.

Up to 1927, when the expired agreement was not

<sup>1</sup>See p. 31.

<sup>2</sup>The executive board election districts are not to be confused with the subdistricts. The election districts are not coextensive with the subdistricts, but are divided with due regard to number of members, while subdistrict divisions are based upon mining conditions, not size of membership. (See p. 48 for description of subdistricts.)

## PLAN OF ADMINISTRATION

renewed, there were eight operators' commissioners in the Illinois district: six employed by the Illinois Coal Operators' Association; one by the Fifth and Ninth District Operators' Association of Illinois; and one by the Central Illinois Coal Operators' Association. From 1928, in the new district agreement, this number was reduced to four, who were assistants to the president of the Illinois Coal Operators' Association, all giving full time to the work, including the president, who is the chief commissioner. It is interesting to note that seven of the eight operators' commissioners before 1927 and three of the four after 1928 were formerly officials of the miners' district union.

The commissioner and executive board member of the union hold a hearing at the mine, to settle the case referred to them. In addition to the statement of the agreed evidence which they receive from the subdistrict president and the superintendent of the mine, they take further evidence. In case of disagreement, the operators' commissioner and the district executive board member make a written record, stating what evidence has been agreed upon, and the case is then referred to a joint group board.

## JOINT GROUP BOARDS

Before 1927 there were five joint group boards, having different geographical jurisdictions. Each was composed of an equal number of representatives of the union and of the operators. In three, the operators' representatives were named by the Illinois Coal Opera-

## LABOR AGREEMENTS IN COAL MINES

tors' Association; in the fourth, by the Coal Operators' Association of the Fifth and Ninth Districts of Illinois; and in the fifth, by the Central Illinois Coal Operators' Association.<sup>1</sup> Joint Group Board No. 1 took in the northern field of Illinois; Joint Group Board No. 2 comprised the central portion of the state, while Joint Group Board No. 3 comprised the southern portion of the state. The fourth joint group board served only the jurisdictions of the Coal Operators' Association of the Fifth and Ninth Districts. After 1928, with the operators organized in one association, the state was divided into three areas.<sup>2</sup> For the settlement of a dispute, the resident officers of the operators' association and of the union, usually about four on each side, constitute the Joint Group Board.

The business of a joint group board is transacted in the following manner. After the meeting is organized by electing the president of the miners' union as chairman and the secretary of the operators' association as

<sup>1</sup>The fifth joint group board seldom if ever met. If the commissioner of the Central Illinois Coal Operators' Association and the district executive board members failed to agree on the disposition of a dispute, the case was referred to the presidents of the district union and of the operators' association, who appointed a commission to settle the dispute. If this commission, which usually consisted of three members of each side, also disagreed, the dispute was referred to the Arbitration Commission.

<sup>2</sup>As already shown on p. 65, the first extends to Danville and a line north of the main line of the Pennsylvania Railroad into St. Louis; the second, from the main line of the Pennsylvania up to but not including Centralia; and the third comprises the rest of the state, that is, southern Illinois.



## PLAN OF ADMINISTRATION

secretary, the secretary reads the first case on the calendar. The executive board member of the union and the commissioner who referred the case to the board then speak on the case and argue in favor of the interests they represent. Other members of either side who are present also participate in the discussion. In arguing a case, precedents are appealed to by both of the contestants; and references are made to cases as printed in the Monthly Bulletin of Decisions.<sup>1</sup> The representatives of the operators and the representatives of the miners vote as units.

In earlier years the pit committees or representatives of the operators of the mines affected were sometimes allowed by the board to appear before it to give their version of a dispute in which they were the directly interested parties, but for the past ten or fifteen years only their written evidence given at the mine has been before the board. If the board desires further evidence, it may appoint a commission representing both sides to get it. In close contests, the president of the miners' union and the president of the Illinois Coal Operators' Association actually determine the decision. A dispute before a joint group board may be permanently or temporarily disposed of in the following ways:

**First:** It may be closed by a decision that the demand of the claimant be either denied or granted; this is a joint decision and, as already stated, can only be reopened with the consent of both the operators' and miners' representatives.

<sup>1</sup>For description of the Monthly Bulletin, see pp. 34-37.

## LABOR AGREEMENTS IN COAL MINES

Second: It may be referred back to the commissioner and executive board member who brought the case before the board with instructions to get further evidence and to act in accordance with it.

Third: It may be dropped, if, for instance, evidence warranting a decision is lacking and is unobtainable.

Fourth: It may be referred to a special commission consisting of one or more representatives from each side with power to act. If the special commission fails to agree, the dispute may come back to the joint board.

Fifth: Formerly it might be referred to the full joint executive board; but after 1928 the full board was not expected to function, the presidents of the union and of the operators' association deciding.

Sixth: It might be referred to arbitration; after 1928 the plan was to have one man serve as the Arbitration Tribunal, paid by both sides and permanently appointed on full time.

Seventh: It may be withdrawn by the miners for "independent action."

Under the contract of 1928 the district union reserves the right to take independent action, that is, to order strikes in individual mines, but only in cases which are not covered by the contract or which vitally affect the interests of the union. The union, for instance, might decline to arbitrate when the operator refused to recognize a checkweighman elected by the members of the local union, on the ground that it could not afford to establish a precedent that an operator had the right to decide whether an elected checkweighman would be acceptable to him or not. Independent action, whereby the Miners' District Executive

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Board resorts to calling a strike in a particular mine, is very rare in any state and almost unknown in Illinois, as will be seen in Chapter IX, Enforcement of the Contract.

### SPECIAL COMMISSIONS

A dispute not settled by a joint group board, as already described, may be referred to a special commission appointed by the board. Usually, the commission consists of two executive board members of the union and two commissioners of the operators' association, though it may include only the president of the district union and the president of the operators' association. When both parties, the operators and the miners, wish to have a case decided without establishing the decision as a precedent to govern similar cases in the future, the dispute is referred to a commission consisting of the presidents of the association and of the district union. This commission then decides the case outside of a joint group board meeting, and does not record its decision.

### THE FULL JOINT EXECUTIVE BOARD

The full Joint Executive Board consists of all the members of the executive boards of the miners' district union and of the Illinois Coal Operators' Association. Formerly disputes were referred to it by the joint group boards. In order to expedite matters, a subcommittee was sometimes appointed to consider a case with instructions to report back with recommendations

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to the next session of the same meeting. When the full Board disagreed, the dispute was referred either to the presidents of the two organizations or to a special commission, usually consisting of two miners' executive board members and two operators' commissioners, or to the Arbitration Commission. The full Joint Executive Board was too large for effective action, and after 1928 the possibility of referring a dispute to it was virtually eliminated.

### ARBITRATION

The Arbitration Commission, which was the form of organization up to 1927, consisted of five members. Two of these commissioners were known as direct members, one representing the miners and the other the operators, while the remaining three were known as independents. A case referred for arbitration was expected to go first to the direct members. In their failure to agree, it was referred to the independents. The direct representatives on the Arbitration Commission were full-time employes of the respective organizations they represented. The Arbitration Commission took new evidence in the dispute before it and might at its discretion go to the mine to get first-hand information. At times, in order to expedite matters, the direct representatives of the Arbitration Commission called in the independent members to be present at the taking of evidence. A decision by the Arbitration Commission was final, whether rendered by the direct members or by the independent members.

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In the contract of 1928, the Arbitration Commission was abolished and provision was made for an "Arbitration Tribunal," one man chosen jointly and paid by both sides, giving his full time to the work. He was expected to be present at Joint Group Board meetings, thus becoming familiar with the evidence before it should be referred to him. The first man chosen for this new office was William B. Wilson, himself a miner from childhood. He had held office as the first Secretary of Labor in the United States, appointed by President Wilson in 1913, and continued until the expiration of the Wilson administration in 1921.

## HISTORY OF PROCEDURE IN ILLINOIS

The machinery for the adjudication of disputes in Illinois has developed in thirty years of collective bargaining between the coal operators and miners. At first, of course, there were not as many possible steps as now for the settling of disputes; but gradually, with the growth of the miners' union and the operators' associations, the methods of settlement became more complicated and more firmly established.

Old members of the Illinois miners' union say that they can still remember the time when the pit committee was the sole judge in the disposition of disputes. If the pit committee, according to these miners, could not agree with the mine management, it ordered a strike and fought the matter out. But a former president of the Illinois miners' union is the authority for the statement that the pit committee at no time to his

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knowledge had the right to call a strike in a mine on its own initiative. It may be supposed that the truth of the matter is that in the early history of the organization, when the local union was a more independent unit, strikes were called by some pit committees, while others would not call them.

Available records indicate that the operators employed a commissioner as early as 1900. Thus Herman Justi, then secretary of the Illinois Coal Operators' Association, describes the method of settling disputes in Illinois in 1900 as follows:

Now that the Illinois Coal Operators' Association has established a commission, should differences or disputes arise and the coal operators desire to have them investigated, these are referred to their commissioner, who in turn notifies the officials of the Mine Workers' Union. If, on the other hand, the miners have grievances, these they refer to their officials, who in turn bring them to the attention of the Commission of the Coal Operators' Association. A date is at once fixed, if possible, for an investigation, and together these representatives of the two interests hear testimony with a view of eliciting all facts having a bearing upon the questions involved. The parties in interest are summoned to appear, accompanied by their witnesses. In all cases up to the present time this joint board has made it a rule to explain to the participants at the beginning of every investigation the motive that inspired the adoption of the plan I am now trying to describe, and an effort is at once put forth by the representatives on both sides to learn the exact causes of any existing trouble and to endeavor to establish a desire on all hands to settle honestly and fairly whatever differences exist. In

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making these investigations the custom so common in legal proceedings of attempting to gain advantage by confusing witnesses is not tolerated, but on the contrary every witness is encouraged to tell the truth in order that these differences may be settled upon their merits solely.

If necessary to a thorough understanding of any case under investigation, the miners' officials, the commissioner, the parties in interest and the witnesses are required to go down into the mine, that they may see for themselves any conditions there existing that could have any bearing upon the case in hand. Thus every fact both important and trivial is brought out with great clearness, and when this has been accomplished very many seemingly troublesome disputes have adjusted themselves.

In pursuing these investigations the greatest latitude is allowed to witnesses, not that all they say is necessary, but in order that they may feel that every opportunity has been granted to establish a clear understanding of the case. Witnesses are encouraged to speak with the utmost freedom, with the understanding, of course, that they make an honest effort to confine themselves to the questions at issue, and that they promise to refrain from language calculated to provoke a breach of the peace.

Of the one hundred or more cases that have been presented for adjustment since this Commission was established on June 1 of the present year, 1900, a decision was promptly reached in all but three of the cases, one of which has since been decided.<sup>1</sup>

The Joint Board meetings were not organized until a later period; and until 1914 there was no provision for arbitration in the state contract. Even now, as was pointed out above, the arbitration is not compulsory in

<sup>1</sup>Justi, Herman, Plans of Conciliation and Arbitration, 1900, pp. 15-17.

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all matters, as the union reserves the right to take "independent action." In regard to this right, Frank Farrington, former president of the Illinois district, said to the delegates at the International Convention held in Indianapolis in January, 1918:

The Illinois miners have the same right to strike now that they always had. Their right has not been reduced one iota; but I also want to point out to you again that you never did have the right to strike without the authority of your district executive board. The fact is testified to by your own constitution.<sup>1</sup> If there ever is a time when it is necessary to strike the mines of Illinois and the case is presented properly to your district officers we will stick to the men. We have already done it. Just before coming to this convention we struck a mine in the Danville district and kept it on strike until the operators agreed to pay some \$420 compensation to our members. When they paid it we ordered the men back to work.<sup>2</sup>

The development of arbitration in the Illinois district is described as follows in a publication of the Illinois Coal Operators' Association:

Within a very few years after the first contract was closed with the miners' organization an increasing number of cases arose that were largely based upon a technical interpretation of the language of the agreement, or that found their origin in the unfortunate local conditions at very few mines. There was also gradually added to the situation a growing tendency on the part of the represen-

<sup>1</sup>See p. 465.

<sup>2</sup>United Mine Workers of America, Proceedings of the Twenty-sixth Consecutive and Third Biennial Convention, Indianapolis, January 15 to 26, 1918, vol. 1, p. 476.



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tatives of labor to sustain the men on every case without particular reference to its merits, and in the event of the refusal of operators to accede to demands made, so-called independent action was taken by the miners. They exercised their alleged right to bring economic pressure to bear by calling a strike of employees. So rapidly did this practice grow that the operators eventually sought through the operation of a common defense fund to sustain such of their membership as were so assailed. It reached a point of armed defense on both sides, so far as finance was concerned.

After the continuance of such status for some years, and following the five and a half months' strike in 1910, an Arbitration Commission was agreed to and established, by appropriately amending Section thirteen (13), paragraph (b) of the wage agreement.

On the basis of an agreed conference record, dated September 9th, 1910, shortly before the close of the strike, a joint committee was appointed to devise and define a Method of Arbitration. This committee reported to the joint board at a meeting in Chicago, October 26th-27th, 1910, as follows:

That all cases of dispute which have taken the regular course under the contract and have reached the Joint Executive Boards, as provided in the contract, shall be passed upon by the said Joint Executive Boards, and if they fail to agree or reach a settlement, the case shall then be referred to the arbitrators provided in the contract, within six days after such disagreement. The arbitrator to render his decision within the following week after hearing the case, unless further time is granted by consent of the Joint Executive Boards. That the arbitrators, William T. Morris, of DuQuoin, Professor H. H. Stoeck, of Urbana, and J. E. Williams,

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of Streater, shall serve in rotation in the order named, so far as it is possible to secure their services, and in case it is impossible for one to serve the next man shall be the arbitrator.

In adopting the foregoing, it was stipulated the following record would be made:

That it is understood that there is nothing in the foregoing that sets aside the rights of either organization in referring matters to arbitration under Section 13.

In 1911 a number of disputes were handled by either Mr. Morris or Mr. Williams, but subsequently there was universal refusal on the part of the miners and their representatives to permit any further cases to be so referred and there was prompt reversion to all the old time conditions, only in an aggravated form, the strike weapon being more largely relied upon to secure desired results.

Again the situation became sufficiently intolerable to demand action and the subject of arbitration received a great deal of consideration throughout the six-week joint conference of Illinois coal operators and miners, at Peoria, Illinois, April 2 to May 8, 1914.<sup>1</sup>

On May 8, 1914, the conference accepted a report from its subcommittee defining an agreed basis for a new arbitration arrangement, which was subsequently reflected in the new wage agreement and read as follows:

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

<sup>1</sup>Illinois Coal Operators' Association: A Brief Outline of 25 Years History and Experience, with Special Reference to the Unusual Developments of the War Period and Subsequently. Illinois Coal Operators' Association, Chicago, June, 1921, pp. 38-39.

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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.

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 provisions, 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.<sup>1</sup>

Under the present collective agreement in Illinois, as already noted, the miners' union still reserves the right to call strikes in particular mines on matters not within the scope of the contract or vitally touching the interests of the union, and upon which no agreement can be reached with the operators at a joint group board meeting. The extent to which this right is exercised will be discussed in Chapter IX, Enforcement of the Contract.

<sup>1</sup>*Ibid.*, p. 43.

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A similar machinery for settling disputes was found prior to 1927 in the remaining states which make up the districts of the Central Competitive Field—Indiana, Ohio and western Pennsylvania. After the disastrous failure to make a contract in 1927, the whole position of the union was weakened in these states. Illinois rallied in 1928 and entered upon a new phase of joint relations. The facts regarding machinery for settling disputes in the other three states are cited in the following Summary as true before 1927. Doubtless a revival of unionism in those coal fields would put this machinery again in operation.

### SUMMARY

The principal points characterizing the methods of handling disputes in the four districts of the Central Competitive Field, but with particular reference to Illinois, may be summarized as follows:

1. During the time in which a dispute is handled the miners are obliged to continue at work. The officials of the district union as well as the representatives of the operators refuse to discuss a grievance if the miners affected go on strike pending adjustment.
2. In Illinois, Indiana and Ohio the operators' association employs commissioners whose sole duty it is to handle disputes. These commissioners have often been ex-union officials.
3. In all districts most of the union officials spend their time largely in adjudicating disputes.
4. The form of organization of the district union has affected the method of handling disputes in the several

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districts. In Illinois, for instance, the subdistrict is a distinct unit in the district organization of the miners and is under the control of the district. In this district the state as a whole negotiates the contract. The operators' commissioners handle disputes, according to the contract, with the district officials of the union rather than with the subdistrict officials. The subdistrict officials deal with mine superintendents. From the subdistrict president and the mine superintendent, as we have seen, the case is referred to the operators' commissioners and the Executive Board of the union, which jointly constitute the higher court. Thus, in Illinois, the dispute travels from the pit committee, a creature of the local union, to the subdistrict, from the subdistrict to the district executive board. In Indiana, where there is no subdistrict union organization within the district, the disputes have gone directly from the pit committee of the local union to the district executive board member, or vice-president of the union. In Ohio, where the subdistrict union, not the district union, made the collective contract with the operators, the president of the Hocking Valley subdistrict handled disputes with the general manager, who was comparable in authority to the operators' commissioner of Illinois. In Subdistrict No. 5 of Ohio the subdistrict president dealt directly with the operators' commissioner of that subdistrict, rather than with the mine superintendent.

5. Illinois has had more courts through which a dispute may travel than any of the other districts described. This district has stood alone in its habit of resorting to arbitration upon the failure of its joint boards to settle a case; of course, reference to arbitration is a matter of mutual agreement in each instance.

6. In all the districts of the Central Competitive Field the principle of the *joint decision* is well established. Once

## LABOR AGREEMENTS IN COAL MINES

an agreement has been reached between a miner and a mine boss or between a representative of the miners and representative of the mine management, it is considered final.

7. In all the districts of the Central Competitive Field, the miners have paid representatives whose duty it is to handle the miners' grievances and to defend their interests.

**PART TWO**  
**THE AGREEMENT INTERPRETED IN PRACTICE**

## CHAPTER IV

### CAUSES OF DISPUTES

**D**ISPUTES in mining, for which this elaborate machinery of negotiation and adjudication has been developed, arise out of characteristic conditions of the industry. Approximately 90 out of every hundred men employed in and about coal mines work underground or "within the bowels of the earth," as the preface to the miners' union constitution puts it. The average depth of coal mines in the United States is 260 feet, although some mining operations are carried on nearly 1,000 feet underground.<sup>1</sup> The work of the miner changes day by day as the digging advances and new conditions are encountered. He is more or less isolated. Supervision is difficult and time is lost waiting for cars on which to load the coal.

Indeed it will be seen, from the disputes cited in the following chapters, that practically all can be justly attributed to lost time, which means lost earnings. The miner loses time waiting. He waits for the cage to haul him in and out of the mine; for pit cars into which to load the coal; for the mine boss to examine his working place or the fall of rock from the roof of his room. He loses time because of pit cars jumping off tracks and blocking the road to his room;

<sup>1</sup>Hunt, Tryon and Willits (editors), *What the Coal Commission Found: An Authoritative Summary by the Staff*. Williams and Wilkins Co., Baltimore, 1925, p. 54.



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because of the failure of shot firers to shoot down his coal. His loss of time is due to many other conditions which are beyond his control, and often beyond the control of the mine management. This loss of time and wages gives rise to dissatisfaction and to demands for extra compensation.

A fruitful source of disputes arising in connection with the miner's occupation is the work for which he is not directly compensated. It is called dead work; it is dead in the sense that it is not direct digging of coal and getting it out of the mine, and does not produce an income for the miner—such as bailing water out of his work-place, or removing a fall of rock or slate from the roof. Cleaning the coal from impurities within the seam is included in the regular work of getting out the coal, which is covered by the tonnage rate, unless it is extraordinary; in that event, extra pay may be asked for "deficient work."

The irregularity of employment in the coal industry is probably to some extent responsible for a large number of disputes. When work is plentiful and earnings are good, the miners, we are told, are less likely to dispute the amount of pay they should receive for dead work and are, in general, less likely to start disputes in regard to other conditions of employment. On the other hand, in the months of relatively slack work and decreased earnings, usually in April, May, June, July and August, disputes are likely to occur more frequently.

## CAUSES OF DISPUTES

### CLASSIFICATION OF DISPUTES

Practically all disputes give rise to demands for payment of one kind or another. In Table 3, which follows, 1,348 grievances are classified according to their cause and their final adjudication. They occurred in the years 1923 and 1924 and have been analyzed from the printed record in the Monthly Bulletin of Decisions issued by the Illinois Coal Operators' Association.

The classification of causes has had to be more or less arbitrary. Thus, for instance, disagreements over discharges on account of alleged incompetence and carelessness or on account of other causes classified separately in this table might properly be considered under the subject of direction of the working force. However, although all disputes might be related to direction of the working force, there is a difference between cases arising as a result of discharges and disputes due to differences of opinion between mine manager and miner as to how much pay the miner should get for dead work performed.

The classifications entitled "Referred back and no agreement" and "Cases dropped" require a word of explanation. "Referred back" means cases which were sent back by the joint group boards to the preceding committees or joint representatives for settlement; their disposition is not recorded in the Monthly Bulletin. The disposition of cases in which there was no agreement is also not reported in the Bulletin. These are different from those reported "dropped." It will be

TABLE 3.—DISPOSITION OF DISPUTES IN MINES IN DISTRICT 12, UNITED MINE WORKERS OF AMERICA, BY CAUSES, 1923 AND 1924

	Number and per cent of disputes in which the decision was					Total
	In favor of		Compromised	Referred back and no agreement	Cases dropped	
	Company	Miners				
Direction of work force						
Number	92	51	22	16	23	204
Per cent	45	25	11	8	11	100
Discharges						
Number	74	45	61	10	8	198
Per cent	37	23	31	5	4	100
Requests for extra pay						
Number	338	191	113	51	33	726
Per cent	47	26	16	7	4	100
All other						
Number	98	58	39	7	18	220
Per cent	44	26	19	3	8	100
Total	602	345	235	84	82	1,348
Per cent	45	26	17	6	6	100

### CAUSES OF DISPUTES

seen from Table 3 that of all the 1,348 cases classified, 6 per cent were referred back or resulted in no agreement, while 6 per cent of the cases were dropped. It is safe to assume that those reported "Referred back and no agreement" were finally disposed of in the same way as other disputes. Of "Cases dropped" it may be said that a large proportion, if not all, were in effect decided against the miners. Nearly all were initiated by the miners and represent demands upon the mine management. The dropping of these demands no doubt in most cases actually represents a victory for the mine management.

Table 3 shows that of 1,348 disputes 602, or 45 per cent, were decided in favor of the company and 345, or 26 per cent, were decided in favor of the miners, while 235, or 17 per cent, were compromised. Of the remainder, 84 were referred back or no agreement was reached, while 82 were dropped. Adding those dropped to those decided in favor of the company, the proportion actually in favor of the companies is 51 per cent. Again since practically all cases originate with the miners, the cases "compromised" in effect constitute victories for them. The miners do not get exactly what they are asking for, but they are allowed at least part of their demands. Adding the number of cases compromised to those decided in favor of the miners, we get a total of 580, or 43 per cent, which may be said to be won by them. In discharges, a compromise means that the miners were ordered reinstated

## LABOR AGREEMENTS IN COAL MINES

in their former positions but without compensation for lost time. The reader will observe that of the 198 disputes arising because of discharges 74 were decided in favor of the companies, that is, 74 were sustained; while 106 discharged miners were ordered reinstated, 45 with compensation for lost time and 61 without compensation. On the whole, it appears that the tribunals established for the settlement of disputes in Illinois decide cases impartially. The apprehensions expressed by some miners to the effect that most cases are decided in favor of the companies do not seem warranted.

The table showing the causes and disposition of disputes does not indicate the relative importance of cases. For instance, records of disputes over payment do not indicate the amounts involved. Observation in the field leads us to believe that although cases involving larger sums are fought more bitterly, they are in the end decided in the same way as those of less importance, each side stubbornly defending its own interests. This belief is not only based upon observations in the field but is corroborated by an examination of a number of cases which involved large amounts and which took an exceptionally long time to settle.

These statistics as presented in Table 3 relate to two years only; and although there appears to be no reason for assuming that these were not typical years, it seems desirable to add to these statistics for compari-

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son the data analyzed by the statistician of District 12, United Mine Workers of America.<sup>1</sup> They cover the period from April 1, 1915 to January 1, 1927. They are presented by a representative of one side, who of course could scarcely escape the bias of wishing to defend the work of the union's board members in adjudicating disputes, but his familiarity with the cases enables him to reach a judgment from more information than is available in the printed record used in our study. The following results are reported:

The data include cases handled at the mines of the operators who were members of the three coal operators' associations of Illinois, and also those from the mines of operators who did not hold membership in any association. My tabulation for this period shows 17,057 cases handled, of which 7,712 were won, 2,899 were compromised or won in part, 5,055 were lost and 1,391 were either withdrawn, referred to others for settlement or action deferred thereon.

Thus according to this analysis the cases won by the miners or compromised or won in part numbered 10,611, or approximately 62 per cent, as compared with 43 per cent based on Table 3. The statistician for the miners gives the following added explanation of his figures:

In explanation may I say that I have listed some cases as being won when the miners did not secure their full demands but when they secured a decision which was

<sup>1</sup>Data contained in a letter dated April 23, 1929 from George L. Mercer.

## LABOR AGREEMENTS IN COAL MINES

equivalent to winning the case, as very often each side makes a maximum demand in referring a case up to the next higher court when they do not expect to gain their full demands. They do this because of the human tendency to compromise or to meet each other half way in order to effect a settlement.

In connection with the 1,391 cases aforementioned, many cases are withdrawn by each side when they realize that they have little or no merits in the case and do not wish an adverse decision to be made which would serve as a precedent, and others are withdrawn from the higher court because of having been settled in a lower court after being referred up. Other cases are referred to joint commissions or referred back for local settlement and are disposed of without written record thereon, and therefore I had no way of knowing whether they were won or lost.

During this period 522 cases were referred to the Arbitration Commission for settlement. Since September 16, 1928, I think only one case has been so referred.

In addition to the joint cases aforementioned, thousands of other cases or wage disputes were settled by the various representatives of the miners and operators and no written record thereof sent to the district office and hence are not covered by this tabulation.

At many mines practically all of their controversies are settled at the mine by the mine manager and the mine committee and no record kept thereof. I can safely say that at nearly all mines more cases are settled at the mine than are referred up to other than local officers of the said two organizations.

### TIME TAKEN TO SETTLE CASES

The cases included in the foregoing table have not been tabulated to show the average period of time

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taken for settlement. The information available in regard to this point was relatively inaccurate. However, in studying the cases included in Table 3, a considerable number were observed which were settled only after months of waiting. Regardless of how they are ultimately settled, the fact that it often takes very long to reach a decision is a serious fault with the method in the Illinois district. The knowledge that it may take several months to get a decision is likely to make the aggrieved persons wonder whether it is worth while starting the machinery. Justice should be handed out quickly and expeditiously, as well as impartially. Delay is often occasioned by the fact that the members of the district executive board are unable to attend to the business of disputes, owing to their preoccupation with matters relating to the formulation of a new district contract. In such cases the executive board members often delegate their powers to acting board members; but in spite of this substitution, delay is occasioned by the fact that a substitute board member, if he cannot settle the case through agreement with the operators' commissioner, has no power to convene a joint board, and delay may occur at this point. Similar delays are probably not infrequent in Indiana and Ohio, but perhaps not to such an extent as in Illinois. The fact that a case may travel through many more steps in Illinois is no doubt a factor in procrastination.

In the agreement of 1928, several new features were



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directed toward elimination of delays. These included: organization of the operators in one association and the appointment of a president-commissioner, giving his full time to the work; provision for having a joint board composed only of those executive board members of both miners and operators who are resident in the district where the dispute occurs, thus decreasing the number of individuals involved and avoiding delays in convening them; and finally provision for the arbitrator who should at all times be familiar with a case from the time it reached a joint board.

### NUMBER OF DISPUTES IN ILLINOIS

As already pointed out in the Introduction, accurate statistics on the number of disputes are not available for any district. The record in the Monthly Bulletin of the Illinois Coal Operators' Association does not include those settled at the mine, but only those which after disagreement between the operators' commissioners and the presidents of the subdistrict union are referred to the higher courts. The other two operators' associations in Illinois which existed prior to 1928 are also not included; but since up to the middle of 1910 their members belonged to the Illinois Coal Operators' Association, they are represented in the data for 1909.

As shown in Table 4 a total of 10,395 disputes was reported in the Monthly Bulletin for a period of sixteen years and nine months. The following quotation from the report of Frank Farrington, president of Dis-

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**TABLE 4.—NUMBER OF DISPUTES REPORTED IN THE MONTHLY BULLETIN OF THE ILLINOIS COAL OPERATORS' ASSOCIATION, 1909 TO OCTOBER, 1925**

Year	Number of Disputes
1909	497
1910	211
1911	361
1912	380
1913	397
1914	462
1915	721
1916	826
1917	1,006
1918	846
1919	796
1920	880
1921	782
1922	478
1923	738
1924	611
1925 (to October)	403
<b>Total</b>	<b>10,395</b>

trict 12 of the United Mine Workers of America, to the convention of that district will give the reader a more adequate idea of the work involved:

For the period running from July 1, 1921, to January 1, 1924, we had 28 joint board meetings with the representatives of the Illinois Coal Operators' Association. These 28 meetings took up 62 days of our time and resulted in the disposition of 721 disagreements arising out of our wage agreement, which the field workers had been unable to settle in the field.

During this same period we also had 17 joint board

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meetings with the representatives of the 5th and 9th Districts Coal Operators' Association, which took up 70 days of our time and during which 594 disagreements were disposed of. We also had 15 meetings with the representatives of the Central Illinois Coal Operators' Association, which took 32 days' time and at which 198 disagreements were disposed of.

Taking into account all the meetings held with the three operators' associations we attended 50 joint board meetings which occupied 164 days of our time and at which 1,513 disagreements were disposed of.

During this time 889 disputes arising at mines under the jurisdiction of the Illinois Coal Operators' Association and 639 arising at mines under the jurisdiction of the 5th and 9th Districts Operators' Association and 320 arising at mines under the jurisdiction of the Central Illinois Coal Operators' Association were handled by your district agents and settled in the field with the various operators' commissioners.

Considering the cases settled by the various joint boards and with the operators' commissioners a total of 3,361 disputes as to wages and working conditions were disposed of by your district officers and this total number does not take into account hundreds of disputes arising at the mines of independent companies nor innumerable disputes arising at association mines that were settled by your district, subdistrict and local officers without getting to the operators' commissioners or the joint boards.

A comparison of the figures shown in this report, as to the number of disputes handled, with those shown in my last report, which was 3,862 disputes or 501 more than is shown in this report, would seem to indicate that the number of disputes arising as to the meaning of our wage agreement is decreasing, but that is not true. Instead the

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number is increasing, and the reason this report shows a lesser number than was shown in my last report, covering a corresponding period, is accounted for by the fact that all the mines in the district were idle for a lapse of five months on account of our last general strike and during the period covered by this report and by the additional fact that nearly two years ago the two largest companies in the district withdrew their membership from the operators' association and therefore disputes arising at their mines are not designated in this report.<sup>1</sup>

### QUESTIONS OF PAY AS A CAUSE

In the actual cases presented in succeeding chapters, specific causes of disputes will be revealed. Although, as already explained, nearly every dispute involves some demand for payment, the disputes may be conveniently divided under different headings. Broadly, the main subjects dealt with in day-to-day negotiation and adjudication are employment and discharge, mine management, and wages, and it is under these heads that typical cases will be presented in the next three chapters.

<sup>1</sup>United Mine Workers of America, District 12, Proceedings of the Thirtieth Consecutive and Fifth Biennial Convention, Peoria, Ill., May 13 to 27, 1924, pp. 51-52.

## CHAPTER V

### EMPLOYMENT AND DISCHARGE

**I**NNUMERABLE disputes arising out of discharges of employes in and around the mines may be studied under the heading of discharges, though again it is the loss of earnings which is the essence of the grievance. The grievances which are expressed in demands for reinstatement to positions formerly held, or which relate to hiring new men, may be analyzed under the heading of employment. In this chapter on Employment and Discharge, therefore, we have grouped cases which show how the contract provisions pertaining to hiring and discharging have been interpreted.

#### RIGHT TO HIRE AND DISCHARGE

The Illinois district contract contains several provisions vesting in the mine management the right to hire and discharge employes. The general section relating to mine management reads as follows:

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.<sup>1</sup> It is not the intention of this pro-

<sup>1</sup>In the agreement of 1928 the following clause was inserted here: "with the understanding that the operators will employ members of the U. M. W. of A. when available, and when in the judgment of the operator the applicant is competent." The rest of the paragraph remained the same, except that the wage figure of \$7.50 mentioned twice became \$6.10 to conform with the reduced wage scale.

## LABOR AGREEMENTS IN COAL MINES

vision 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. 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)<sup>1</sup> 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 \$7.50 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 \$7.50 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 put him back to 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 shut-downs.<sup>2</sup>

<sup>1</sup>The duties of the pit committee and the procedure in handling grievances in Illinois have been outlined in Chapter III, pp. 104 ff.

<sup>2</sup>The Illinois Coal Operators' Association, the Coal Operators' Association of the Fifth and Ninth Districts of Illinois, the Central Illinois Coal Operators' Association and the United Mine Workers of America, District 12, agreement expiring March 31, 1927, pp. 62-63. Appendix II, District Agreement, thirteenth section, paragraph (f), pp. 393-394.

## EMPLOYMENT AND DISCHARGE

The section of the contract just quoted gives the management the "exclusive" right to hire and discharge employes. But in exercising this right the management, according to the district contract, is prohibited from discriminating against miners active in union affairs; and in discharging employes, the management must not perpetrate an injustice. The discharged miner who feels that he was unjustly treated may take up his grievance through the regular channels provided in the contract. His case will receive early attention for the reason that the contract gives priority to cases of discharge. The machinery for settling disputes is put in motion immediately upon the discharge of a mine employe who refers his case to the pit committee for adjudication.

## ALLEGED DISCRIMINATION

A general feeling of dissatisfaction in regard to the question of hiring was evidenced among the miners in the several coal fields visited. The conviction seemed to prevail among both the miners and their officials that active union men are discriminated against by mine managers when they apply for work.<sup>1</sup> The difficulty, according to the statements of a number of miners interviewed, lies in the fact that it is usually impossible to prove discrimination. When it can be proved, the union can force the mine management to hire the applicant for work. Prior to 1928,

<sup>1</sup>The new clause in the contract of 1928, quoted in the footnote on p. 139, would be a safeguard against this difficulty.

## LABOR AGREEMENTS IN COAL MINES

when discrimination could not be proved, the right of the mine management to hire whomever the management wanted was maintained without question. After 1928 preference must be given to union men, so that a safeguard was established against discharging a man for union activities.

In many coal fields in the Central Competitive Field, the superintendents have had periodical meetings which are devoted to questions of mine management. At these meetings, the miners alleged, the superintendents exchanged information in regard to miners who "stick up for their rights under the contract" and instructed their foremen not to hire these men when they applied for work. Resolutions were passed at local union meetings, calling upon the district officials and the scale committeemen to try to secure a clause in the contract which would oblige the mine management to hire men in order of their application, unless incompetency could be shown. Until 1928, however, no such change in the contract in the Illinois district or in any other district of the Central Competitive Field was effected, and the right to hire was probably the most absolute right retained by the mine management under the contract. It was a right little interfered with by union officials, as the contract contained no other limitations upon this right than that there should be no discrimination against men active in union matters. Since it was impossible to prove the motives actuating the mine manager or mine superintendent



## EMPLOYMENT AND DISCHARGE

in refusing employment to any applicant, it was impossible in most instances to prove discrimination on account of activity in union matters. Owing to this recognized difficulty in proving discrimination, relatively fewer disputes related to hiring. The following are illustrative:<sup>1</sup>

### 1

A miner quit and after being away two or three weeks returned and asked for work, which was refused. The miners alleged he was being discriminated against as other men had been employed.

Taken up at the mine May 6 by operators' commissioner and union's acting board member and agreed:

There was no evidence adduced to prove that any discrimination as covered by Section 13, paragraph (f) of the State Agreement was being shown, and as the paragraph grants the authority to hire and discharge to the

<sup>1</sup>In printing these cases we follow practically verbatim the record published in the Bulletin of the Coal Operators' Association of Illinois, except that names of individuals are omitted as not significant for our purpose, and instead the title or occupation is given, as "operators' commissioner" or "union's board member" or "the miner."

The case numbers in the operators' record are transferred to the end of each case.

The date of entry as recorded in these cases sometimes follows the date when the case was taken up at the mine. Actually there is no consistent relationship between the date of entry and the date of action. The date of entry refers to the record made in the office of the Coal Operators' Association. It may be the time when the case was first reported, or if action at that time should be postponed in the hope of local settlement there might be no entry until later, when local settlement had failed.

Technical terms which seem likely to obscure the facts in the cases quoted are defined in Appendix V, p. 493.

## LABOR AGREEMENTS IN COAL MINES

operator we agree that the demands in this case are not sustained. This, however, does not prohibit the miner from again taking this case up if he can prove he is being discriminated against as provided in said paragraph (f). Case 5177. File 1035. Entered May 4, 1918.

### 2

A miner was refused employment and the miners' organization requested that he be given work, claiming several new men had been put on since his application was presented. He worked at the mine several years and quit a few months ago because he failed to get a place which had been promised him. The miners contended he was being discriminated against.

Taken up at the mine December 19 by operators' special agent and union's board member, who agreed:

That he be given employment at once before any new men are started and that the company have the right to say whether he should take company work or go to the face. Case 1839. File 1072. Entered December 23, 1913.

### 3

The miners asked that two men be given employment at this mine.

Taken up at the mine May 7 and in Chicago May 10 by operators' commissioner and union's board member and referred to the joint board. At meeting of joint group board No. 2 held in Chicago May 11 the following motion carried:

That the demands be denied and the case dropped for the reason the contract provides that the right to hire and discharge is vested exclusively in the operator, and the miners in this case have failed to prove discrimination on account of personal prejudice or because of activities in

## EMPLOYMENT AND DISCHARGE

connection with matters pertaining to the United Mine Workers of America. Case 8926. File 1110. Entered May 1, 1923.

### REINSTATEMENT AFTER BEING LAID OFF

Numerous other decisions might be cited in which alleged discrimination could not be proved. In such cases the decisions are invariably against the miners, since the burden of proof in alleged discrimination rests upon them. But the question of hiring men also comes up in connection with the renewal of mine operations after a mine has been shut down because of lack of orders for coal or for other reasons. *The decisions in such cases seem to have established the rule that the men who were laid off when the mine ceased operations are entitled to have their jobs back when the mine renews operations, provided they are on hand.* The following are to the point:

4

Two loaders asked to be allowed to return to work in the two main south entries because they were formerly employed in those entries.

Taken up at the mine October 6 by operators' commissioner and union's board member and referred to the joint board. At meeting of joint group board No. 1 held in Chicago October 13 and 14 it was agreed:

Inasmuch as all entries in the mine were closed down at the same time and these men were working in those entries when they were closed down that, since the entries are now being started up, these men be allowed to return to work in them. Case 8484. Entered October, 1922.

## LABOR AGREEMENTS IN COAL MINES

5

The miners asked that the men who were employed in this mine when it was closed on April 15 be given the preference of the work at this mine. The miners objected because a man who had been away from the mine for some time was employed by the company on September 6 and claimed that men who were working in the mine when it was closed down were competent to do the work.

Taken up at the mine September 20 by operators' commissioner and union's board member and referred to the joint board. At meeting of joint group board No. 1 held in Chicago September 24 the following motion carried:

That it is the opinion of the joint board that the men who were in the employ of this company at the time the mine suspended operations are entitled to the preference of employment on this new device in all work that they are competent and qualified to do. Case 9860. Entered September, 1924.

6

A man asked to be allowed to return to work on a machine with pay for lost time since the company refused to employ him. While the mine was closed in 1921 the man in question went to work for another company. Some time ago he had an arm shot off and a few weeks after this mine resumed operations he applied for work on a machine.

Taken up in Chicago October 24 by operators' commissioner and union's subdistrict president and referred to the joint board. At meeting of joint group board No. 3 held in Chicago October 24, 25 and 26 it was agreed:

That the case be referred back to the union's subdistrict president and the mine superintendent for further investigation with the understanding that if the investigation develops that this man made application for em-

## EMPLOYMENT AND DISCHARGE

ployment at this mine within a reasonable time after the mine resumed operations that he be allowed to go back to work on the machine where he was employed when the mine suspended operations.

At a meeting of joint group board No. 3 in Chicago January 31, the following motion carried:

That this case be dropped for the reason that the investigation conducted by the union's subdistrict president and the mine superintendent under authority of the joint group board No. 3 does not show that this man applied for work at this mine within a reasonable time after the mine resumed operations. Case 8527. Entered October, 1922.

### 7

The miners asked that a carpenter who was laid off on March 27 be reinstated with pay for lost time.

Taken up at the mine April 16 by operators' commissioner and union's subdistrict president and agreed:

The evidence in this case shows that the company was reducing their working force and in doing so laid off one of their carpenters and as the evidence also shows that another man was hired as a carpenter after this man was hired, the company was not within its contract rights in laying this man off and keeping the other man. The ruling of both organizations has been when a coal company is going to reduce their working force they have the right to lay the last men hired off, in their respective classes, which was not done in this case. We agree that this man be reinstated to his former employment and paid for time lost. Case 179. File 15. Entered April 17, 1925.<sup>1</sup>

<sup>1</sup>The cases reported in the Monthly Bulletin, published by the Illinois Coal Operators' Association, are numbered consecutively from No. 1 in December, 1908 to No. 9992 in December, 1924. In January, 1925 the cases again begin with No. 1.

## LABOR AGREEMENTS IN COAL MINES

### REINSTATEMENT TO FORMER POSITION AFTER RECOVERY FROM INJURY

Whether men returning to the mine after recovering from an injury sustained at the mine are entitled to receive the jobs they held prior to the time they sustained the injury, is a question which frequently causes disputes. No provisions in the contract relate to this question, but *decisions seem to have established the precedent that if the injured man is able to do the same work after his recovery as he was doing prior to his injury, he is entitled to have his former job.* The following are relevant cases:

8

A man asked to be allowed to return to work on a motor with pay for lost time. He was absent about five months on account of an accident and when he returned was offered tripriding or loading and refused to accept such work.

Taken up at the mine March 2 by operators' commissioner and union's acting board member and disposed of as follows:

We agree that this man will be put back to work on his motor and the question of compensation be denied for the reason he was offered other work and refused to accept it. Case 8318. File 1229. Entered March 1, 1922.

9

A loader asked to be reinstated with pay for lost time since October 10. During the first half of September he received an injury while at work and the company refused to reinstate him when he reported for duty on October 10.

Taken up at the mine October 27 by operators' commissioner and union's board member and agreed:

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Considering all the circumstances surrounding this particular case we have agreed that if this man will be fitted with eye glasses by a reputable optician, who will render a certificate to the effect that by the use and aid of such eye glasses this man will be able to perform work in a coal mine with an average degree of safety to himself, and that he is similarly able to perform any kind of common labor insofar as his vision is concerned, then and in that case the company shall provide him with employment as a loader in its No. 2 mine without compensation for time lost as demanded in this case, provided that this shall not establish a precedent. Case 8538. File 1232. Entered October 22, 1922.

10

A miner asked to be reinstated with pay for time lost since February 28. He claimed he injured his back October 5, 1923 and after being away for some time he returned to work and continued at work until August, 1924. He then left the mine and did not return to ask for work until February 28, 1925. He told the mine manager he had been absent on account of an injury to his back and asked to be reinstated as blocker on the mine bottom.

Taken up at the mine March 28 by operators' commissioner and union's acting board member and referred to the joint board. At a meeting of joint group board No. 3 held in Chicago April 8, this case was referred to a committee composed of one man for the operators and one for the miners. The committee met at DuQuoin April 15, and failing to agree referred the case back to the joint group board No. 3. At meeting of joint group board No. 3 held in Chicago May 13, the following motion carried:

That this man be reinstated to the position in which he was employed at the time he received his injury and that he be compensated for every day of mine operation begin-

## LABOR AGREEMENTS IN COAL MINES

ning with the time he reported for work on February 28, 1925. Case 163. File 73. Entered March 27, 1925.

### DISCHARGES FOR LOADING IMPURITIES

The preceding cases relate to the rights of the management in hiring new employes or re-engaging former ones. An important group of cases relating to discharges are governed by a provision in the Illinois district contract, which gives the management explicit authority to discharge an employe for loading impure coal.<sup>1</sup> According to this section, a mine manager may discharge a miner for "a malicious or an aggravated case" of loading impure coal. But certain conditions must precede the discharge. In the first place, the impurities must be kept for seventy-two hours, so as to give the miners' and operators' representatives a chance to view the impurities and to decide, in case of dispute,

<sup>1</sup>For these provisions of the contract, see Appendix II, District Agreement, sixth section, pp. 373-376. Unless otherwise specified, the references to the Illinois District Agreement appearing in connection with the following discussions of cases will be to the agreement as reprinted in Appendix II, pp. 363-413. The agreements differ one from another as adopted biennially. For the purposes of this study we selected as basic for reprinting the one adopted between operators in the state of Illinois and United Mine Workers of America, District 12, in 1912, for two years ended March 31, 1914. We chose this because it immediately preceded the war period and was in effect during the period covered by the cases quoted in this study. As reprinted, all changes which finally appeared in the District Agreement adopted in 1924 for three years ended March 31, 1927 are shown in the reprinting in Appendix II, a number of these changes having been adopted in biennial agreements in the period between 1912 and 1924.



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whether the discharge was justified. Second, the company checkweighman must post in a conspicuous place at the pit head the names of all miners whose coal the inspector found to be loaded with many impurities. These are the provisions of the contract. In practice neither the miners nor the representatives of the management may interfere in any way with the work of the coal inspector, who is usually called the "dock boss." The coal inspector must pass his judgment upon the quality of the coal hoisted without being influenced in his decision either by the management or by the miners' representatives at the mine. He is not supposed to know whose coal car he is examining. The miners' checks are removed when the cars are weighed by the company and union checkweighmen, and the dock boss examines the coal only after it has been weighed.

An examination of a large number of decisions in cases of disputes arising as a result of discharges for impurities shows that the section of the agreement authorizing discharges for this cause is strictly enforced. *The dock boss, however, is the sole judge as to whether the impurities constitute an aggravated case in line with the definition in the contract and subject to the requirement that the impurities be kept for three days as possible evidence of injustice; neither the miners nor the mine management may interfere with his judgment, except through the orderly appeal of a grievance. On the other hand, he must not know whose coal he is examining.*

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Below are decisions in disputes growing out of discharges for loading impurities.

11

A miner who was discharged for loading impurities asked to be reinstated with pay for lost time.

Taken up at the mine March 18 by operators' commissioner and union's board member and agreed:

The evidence in the case shows that during the day the superintendent called the coal inspector's attention to the dock of the miner and told him that he considered it an aggravated case. The inspector said he did too and declared it an aggravated case. Because of action taken in cases where the superintendent has in any way passed upon a dock, we agree that the miner be reinstated and that hereafter the dock boss will pass on the docks as they are assessed and preserved. Case 8339. File 1282. Entered March 10, 1922.

12

Two miners were discharged for loading an excessive quantity of impurities. The cars were taken off at the ground landing and inspected by the dock boss but he did not pronounce them aggravated cases. The miners asked to be reinstated.

Taken up at the mine February 10 by operators' commissioner and union's board member and agreed:

While we are not defending the two miners in loading impurities the evidence shows the dock boss did not pronounce either car an aggravated case, and as he is the sole judge as to what constitutes an aggravated case, we agree the two men will be reinstated without compensation. Case 8273. File 1037. Entered February 13, 1922.

13

A miner who was discharged for loading impurities asked to be reinstated with pay for lost time.

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Taken up at the mine February 12 by operators' commissioner and union's acting board member and agreed:

That inasmuch as the evidence in this case shows that the man's check was left on the car and was taken off by the dock boss, which is not in accordance with the records made covering Section 6 of the State Agreement, in that it placed the dock boss in a position where he could have known whose car it was before he passed upon it, we agree that the demand is sustained. This decision also covers the case of another miner which is exactly the same as this one. Case 9499. File 1222. Entered February 4, 1924.

14

A loader who was discharged for an aggravated case of loading impurities asked to be reinstated with pay for time lost.

Taken up at the mine October 2 by operators' commissioner and union's acting board member and disposed of as follows:

After viewing the impurities we agree that the quantity and appearance of the impurities would justify the discharge. Therefore the demands are denied and the case dropped. Case 9227. File 1137. Entered October 1, 1923.

15

A loader was discharged for an alleged aggravated case of loading impurities. The miners asked that he be reinstated with pay for lost time alleging there was not to exceed twenty-five pounds of rock in the five-ton car.

Taken up at the mine March 24 by operators' commissioner and union's board member and disposed of as follows:

We agree to sustain the discharge of the two loaders in question but recommend they be given another chance, and with the hope the president and pit committee will

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## LABOR AGREEMENTS IN COAL MINES

co-operate with the management in having the men load as clean coal as it is possible for them to do.<sup>1</sup> Case 8882. File 1262. Entered March 29, 1923.

### 16

The miners asked that a man who was discharged for loading impurities be reinstated with pay for time lost.

Taken up at the mine July 23 by operators' commissioner and union's subdistrict president and disposed of as follows:

We have viewed the impurities that were in this miner's car and while there were some bad impurities we have been unable to agree that this constituted a strictly aggravated case. However, impurities of such a nature should not have been loaded. In view of the nature of the case, without establishing any precedent on either side, we agree that the miner shall be reinstated and the claim for compensation denied. Case 9783. File 1189. Entered July 15, 1924.

### 17

A loader was discharged for sending up impurities with his coal.

Taken up at the mine January 11 by operators' commissioner and union's acting board member and agreed:

The evidence in this case shows that the loader's car was pulled off of the main landing on December 27, 1923, and that the dock boss posted his notice on January 2, 1924, the first day the mine operated. We agree the mine manager was within his rights in discharging this man but as the officials of the local union agree to do everything they possibly can in the future to get the men at this mine to load clean coal, we agree that the loader be suspended

<sup>1</sup>The same decision in the same words was repeated for two loaders in Case 8883 entered the same day.

## EMPLOYMENT AND DISCHARGE

for six days of mine operation. Case 9443. File 1256.  
Entered January 26, 1924.

### CARELESSNESS AND INCOMPETENCE

The right of the management to discharge miners for carelessness and incompetence in performing their work is fully recognized by the miners' union under their contract. *However, as we shall see from the cases quoted below, the management must prove that the worker discharged was guilty of carelessness and incompetence.* We have seen from the section of the contract relating to discharge for loading dirty coal that "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."<sup>1</sup>

*The following decisions show that a miner may be discharged for incompetence and carelessness:*

#### 18

Two machine runners were discharged for leaving their machine at noon on September 16 and going home claiming the machine was broken. Representatives of the company alleged several loaders were out of coal.

Taken up at the mine October 4 by operators' commissioner and union's board member and agreed:

As the evidence shows no repairs were made to this machine after those men left it and between the time the other machine men took it and cut several places, we are

<sup>1</sup>Appendix II, District Agreement, fifth section, paragraph (b), p. 371.

## LABOR AGREEMENTS IN COAL MINES

of the opinion the two men who were discharged did not understand the alternating current machine and as they went home leaving several of their loaders out of coal we agree to sustain the discharge. Case 8522. File 1262. Entered October 16, 1922.

### 19

A machine man who was discharged asked to be reinstated with pay for lost time.

Taken up at the mine January 22 by operators' commissioner and union's acting board member and agreed:

The evidence submitted to us, which is signed by a representative of the company and a representative of the miners, shows that the machine man allowed his machine to climb, cutting bottoms up to eighteen inches thick, and that the bottoms were loaded out as coal, showing that impurities was not the cause of his cutting bottoms thick. Additional evidence adduced at the mine when we handled the case shows that he burned up several starting boxes in a short time. He also states that he was discharged by the machine boss. This is refuted by an affidavit signed and sworn to by the representative of the company and the local president. The machine man's buddy makes the statement that the man was discharged by the mine manager. In view of all of which we agree that the machine man has shown that he is not competent to operate a short wall machine. Therefore the claim is denied. Case 8696. File 1251. Entered January 25, 1923.

### 20

A driver on the night shift asked to be reinstated with pay for lost time for two days. This man was discharged because he was not a competent driver. He was employed as an extra driver and after his discharge was given a place at the face, mining coal.

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Taken up at the mine February 16 by operators' commissioner and union's board member and disposed of as follows:

We agree to drop the claim for reinstatement and compensation as the man admitted he was not a competent driver, and he shall be continued at the face. Case 8757. File 1058. Entered February 16, 1923.

### 21

The miners asked that two men who were discharged for failure to properly shoot their coal be reinstated with pay for lost time. The company claimed these men failed to make a merchantable grade of mine run coal and that their coal was more than fifty per cent screenings and that the railroads had refused to accept many cars because of too much fine coal.

Taken up at the mine September 30 by operators' commissioner and union's board member and referred to the joint board. At meeting of joint group board No. 3 held in Chicago October 1, it was referred to one man for the operators and one for the miners. They met at Harrisburg October 20 and referred it back to the joint board. At meeting of joint group board No. 3 held in Chicago October 23, the following motion carried:

That in settlement of this case it is agreed that the coal in this room will be loaded out as mine run coal and if accepted by the fuel inspector as such the men will be reinstated with compensation for time lost and if rejected by the inspector the men are to be reinstated without compensation, with the understanding that in the future they will do their work in a workmanlike manner and co-operate with the company in making a marketable grade of coal as required by the State Agreement. Case 9897. File 1014. Entered September 30, 1924.

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22

The miners asked that a man who was discharged for failing to timber his working place be reinstated with pay for lost time. This man and the man working with him had attempted to take down a piece of slate. No props were put under the loose rock and the loader left the room and went out to get his machine post. While he was gone the rock fell and seriously injured the man who was working with him.

Taken up at the mine by operators' commissioner and union's subdistrict president and referred to the joint board. At meeting of joint group board No. 1 held in Chicago June 10 the following motion carried: That this case be referred to the Arbitration Commission. The independent members of the Arbitration Commission met in Peoria July 30 and agreed:

In a matter in dispute between the miners of this company, Mine No. 1, and the company, wherein the miners demand that a loader be reinstated and compensated for all time lost, which was referred to the independent members of the Arbitration Commission for settlement. After listening to the arguments presented by both sides and reviewing the evidence in the case and further investigation, we are of the unanimous opinion that efforts are being made for safety and the men have been directed from time to time to work to that end, by taking down or securing loose slate, etc. With this end in view it has become necessary to direct these men along these lines to set more timbers. Believing that the moral effect in this case will be in the interest of safety to all, we sustain the company in the discharge but owing to the circumstances we believe in this case that the loader should be reinstated without compensation. Case 239. File 17. Entered May 18, 1925.



## EMPLOYMENT AND DISCHARGE

### REFUSAL TO OBEY ORDERS

While there is nothing in the district contract which says explicitly that mine employes belonging to the union must obey orders received from the mine management, the following and numerous other decisions in cases of disputes show that *a miner may be discharged for refusal to obey orders received from a mine manager, top foreman or other representative of the operator who is in authority.*

#### 23

Two men employed on the night shift were discharged and later asked reinstatement with pay for lost time. These men had agreed with the night boss to do extra shooting. On the night when they were discharged they refused to shoot nine holes under the instructions of the night boss.

Taken up at the mine May 24 by operators' commissioner and union's acting board member and agreed:

That they should have obeyed the orders of the foreman and if they felt they were being imposed upon [they should have] taken their case up in accordance with Section 13<sup>1</sup> of the joint State Agreement which they failed to do. Therefore, the discharge is sustained. Case 5269. File 1226. Entered May 31, 1918.

#### 24

A top man who was discharged for refusing to obey instructions of the top boss asked to be reinstated with pay for lost time.

Taken up at the mine April 23 by operators' commissioner and union's board member and agreed:

<sup>1</sup>This section is entitled "Duties and Limitations of Pit Committee, Adjustment of Disputes and Grievances." Appendix II, District Agreement, thirteenth section, p. 389.

## LABOR AGREEMENTS IN COAL MINES

The evidence in this case shows that the man refused to pull coal into the boiler room after having been told to do so by the top boss. Therefore the demand is denied. However as it is clear that the man acted as he did because of advice from uninformed parties, we agree that he will be put back to work at his former job with the understanding that he will obey the orders of the management hereafter. Case 8962. File 1251. Entered May 22, 1923.

### 25

A driver was discharged on February 29 for refusing to help clean away a wreck on the motor road. He asked to be reinstated with pay for lost time.

Taken up at the mine March 13 by operators' commissioner and union's board member and agreed:

The evidence in this case shows that there was a wreck on the motor road and the driver went out to the parting to see what the trouble was and when he got there with the motorman, triprider and tracklayer he was asked by the mine manager to help repair the track. This he refused to do claiming it would establish a new condition at this mine and the mine manager discharged him for not helping clean up the wreck.

We agree that the driver should have helped do this work when told to do so and when he refused the mine manager was right in discharging him, and the demand of the miners for reinstatement and compensation is denied. Case 9593. File 1256. Entered March 19, 1924.

## ABUSIVE LANGUAGE AND FIGHTING

*Here, again, although there are no specific provisions to that effect, miners may be discharged for using abusive language and for fighting.*

## EMPLOYMENT AND DISCHARGE

26

The miners asked that a loader who was discharged for abusing the assistant mine manager be reinstated with pay for lost time.

Taken up at the mine January 26 by operators' commissioner and union's subdistrict vice-president and referred to the joint board. At a meeting of joint group board No. 3 held in Springfield February 1 and 2 the following motion carried:

That the discharge be sustained on account of the abusive language used by this man to the assistant mine manager. Case 8820. File 1226. Entered January 25, 1922.

27

A miner was discharged for interfering with the management of the mine and for fighting. He asked to be reinstated with pay for lost time.

Taken up at the mine March 20 by operators' commissioner and union's subdistrict president and referred to the joint board. At meeting of joint group board No. 3 held in Chicago April 12, 13 and 14 this case was referred to the Arbitration Commission. The independent members of the Arbitration Commission met in Springfield May 11 and agreed:

In a matter in dispute between the miners of this company, and the company, wherein the miners are demanding the reinstatement and compensation of a miner who was discharged for interfering with the management of the mine and fighting, the same having been referred to the independent members of the Arbitration Commission for settlement. After listening to the arguments and evidence presented by both sides we are of the unanimous opinion that the company was within its rights in discharging this miner for interfering and fighting, and we so decide. Case 8357. File 1253. Entered March 17, 1922.

161

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### FAILURE TO WORK EIGHT HOURS

The Illinois district contract contains the following provisions regarding the hours to be worked by underground and surface employes of the mine:

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 noontime, 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.

All classes of day labor are to work full eight hours and going to and coming from the respective working places is to be done on their 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 noontime, 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.

According to decisions in the following cases and others on the same subject, a mine employe may be discharged for failure to remain eight hours at the face so long as he has work to do. In the last case cited (No. 31) the contract was interpreted as a basis for future instances.

28

One of the miners had been making a practice of loading about two cars per day and one day the mine manager saw him going out and instructed him to continue at work until quitting time. The miner refused to go back

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and was discharged. The miners ask that he be reinstated with pay for lost time.

Taken up at the mine April 3 by operators' commissioner and union's board member and agreed:

The evidence shows that the miner left his working place about one o'clock, meeting the mine manager on his way out. The mine manager asked the miner where he was going and the miner stated he was going home. The mine manager insisted upon the miner going back and loading more coal as they were running short of loaded cars. The miner remarked that this was not South Africa and that he had not bought him and that he would not return and load coal the balance of the day.

The evidence further showed that the miner went home almost every day without loading the turn of the mine. In view of the above evidence and considering Section 11, paragraph (a) of the State Agreement, which reads as follows: "The 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 noontime, 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." We agree to sustain the discharge, this agreement in no way to affect miners who leave their working places for legitimate reasons under the contract. Case 5122. File 1221. Entered April 4, 1918.

29

The miners asked that a machine runner who was discharged for going home before quitting time and leaving his loaders without coal on March 19 be reinstated with pay for lost time.

Taken up at the mine April 7 and again May 10 by

## LABOR AGREEMENTS IN COAL MINES

operators' commissioner and union's subdistrict president and agreed:

As the evidence in this case shows that the machine runner left the mine on March 18 and came out at 1:30 p. m., and that six places were cleaned up in his territory, which left some of his men without coal, we agree that the demand of the miners be denied and the discharge of this man be sustained. Case 9668. File 1256. Entered May 3, 1924.

### 30

Sixteen men were discharged for leaving their working places before quitting time<sup>1</sup> and disobeying the instructions of the mine manager. The miners asked that they be reinstated with pay for lost time. The mine manager met a number of the men coming out about 2:30 and instructed them to go back to their working places and remain until quitting time. The men said they would not receive any more cars. The mine manager told them he would try to get cars for them to load but they refused to go back to their places and left the mine. All their coal was pulled and empties placed in time for them to load; as two men who remained at work in this run and loaded the car that was given them had the car dumped that day.

Taken up at the mine June 9 by operators' commissioner and union's board member and agreed:

The evidence shows that loaders who remained on this territory got another car after the 16 men went out, loaded it and had it dumped on that day. The 16 loaders who did not remain in their places to complete such work as they had, since the evidence shows they would have

<sup>1</sup>According to the twenty-second section of the Illinois District Agreement, only miners who have no work to do or who become sick may leave the mine on the midafternoon cage. See Appendix II, p. 402.

## EMPLOYMENT AND DISCHARGE

got another car, violated the contract and we, therefore, agree to sustain their discharge. Case 255. File 65. Entered June 11, 1925.

31

Two loaders were discharged for leaving their working places before quitting time. They asked to be reinstated with pay for lost time.

Taken up at the mine August 18 by operators' commissioner and union's board member and agreed:

The two loaders in question have lost no time as they are still working, cleaning up their coal, and as there seems to be some misunderstanding as to the rights of the employes in leaving their working places before quitting time, we agree they will be permitted to continue at work. For the guidance of the employer and employes in the future we quote the interpretation placed on Section 22 of the State Agreement by the joint board at a meeting held in Springfield, February 13 and 14, 1919, which will be applicable in future cases, and which reads as follows:

"That where a miner has done a reasonable day's work considered from an eight-hour work day point of view, and where he has prepared a reasonable day's work for the next day; also where his shots have failed and he has fully prepared for the next day's work, or where he has done all he can do on any particular day, and the next day has been provided for as above, then, if that miner comes out and is at the mine bottom at mid-forenoon, noon or mid-afternoon, he will be entitled to be hoisted on the cage which is run as provided for in the contract at these times. It is also understood that if any miner attempts to or succeeds in being hoisted for any of the above reasons, and it can be shown that he has not done a reasonable day's work, from an eight-hour point of view, or that he has not fully provided for a full day's work for the next

## LABOR AGREEMENTS IN COAL MINES

day, or that he has used this understanding as a subterfuge to get up for other reasons than as above, or as specified in the contract, or to avoid his obligations under the contract, which provides for an eight-hour work day, he may be discharged or suspended at the option of the operator."

It is also understood that the men at this mine will be expected to stay at their work in compliance with the decision quoted above, otherwise they will be subject to the penalty provided for in said decision. Case 344. File 65. Entered August 28, 1925.

### ABSENTEEISM

The Illinois District Agreement contains the following provision relating to absenteeism: "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."<sup>1</sup> Decisions in disputes arising under this section have established the rule that a miner may be discharged for being absent from work for more than two days, unless he can prove that he or some member of his family was sick during the days of his absence.

### 32

A top man was discharged for absence from work from October 26 to November 29. After he had been absent four days he notified the company that he was unable to report for work on account of the sickness of one of his children. When he finally reported for work his place had been filled and he was idle some time before he was again put to work, for which he demands compensation.

<sup>1</sup>Appendix II, District Agreement, twentieth section, paragraph (a), p. 399.



## EMPLOYMENT AND DISCHARGE

Taken up at the mine January 9 by operators' special agent and union's board member. They failed to agree and referred it to the joint board for an interpretation of that part of Section 20, paragraph (a) of the State Agreement relating to an employe being absent "because of proven sickness," that is, whether or not it was intended to cover any member of an employe's family. It was considered by joint group board No. 3, January 10, and the following was adopted:

That it is the sense of this joint group board that the words "proven sickness" mean himself or members of his immediate family. Case 1457. File 1011. Entered January 3, 1913.

### 33

A miner was absent from work October 25, 26, 28 and 29. He came to the mine October 31, but went home and did not report again until November 2, when he was discharged. He was discharged once before and finally allowed to return to work with the understanding that he would work more regularly. The miners asked that he be reinstated with pay for lost time.

Taken up at the mine November 8 by operators' commissioner and union's subdistrict president and agreed that the demands in this case would be dropped. Case 5617. File 1035. Entered November 6, 1918.

### 34

A miner who was discharged asked to be reinstated with pay for lost time.

Taken up at the mine June 23 by operators' commissioner and union's acting board member and agreed:

The evidence in this case shows that the miner became unable to work on April 18. He came back on May 26 but the mine manager refused to allow him to go to work

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as he had not brought a certificate of release from the doctor who was employed by the company. The miner then went to the doctor and he refused to release him for the reason that he did not consider him able to work and on June 4 he was given a release by the doctor. He reported for work on June 6. There was no work on June 5 and he was discharged for absenting himself from work from May 26 until June 6.

In view of the fact that the doctor employed by the company and to whom the company had given the miner a slip<sup>1</sup> stated that the miner was unable to work until he had given him a release on June 4, and the miner reported for work on the next day of mine operation, we agree that the company was wrong in discharging him and that he will be reinstated and paid for time lost since June 6, based on actual time of mine operation. Case 9742. File 1222. Entered June 24, 1924.

## CAUSES FOR DISCHARGES MUST BE PROVED BY MANAGEMENT

In the cases cited thus far the operators' and miners' representatives could agree upon all, or the main, facts involved in the disputes. The discharges in these cases were either sustained or, in some of the cases, recommendations were made to the management that the discharged employe be reinstated. We shall see from the following cases that charges preferred against a discharged employe, who contests his discharge, must be proved. *If the management cannot prove the charges, the miner is reinstated to his former position, with*

<sup>1</sup>This ambiguous phraseology means, the doctor "to whom the company had referred the miner."

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*compensation for lost time.<sup>1</sup> If the evidence is conflicting and no conclusive facts can be secured as to the discharged employe's guilt, he is reinstated, but without compensation for lost time.*

### 35

A man employed in the electrical department was discharged September 18 and asked to be allowed to return to work with pay for lost time.

Taken up at the mine September 21 by operators' commissioner and union's board member and agreed:

The evidence in this case shows the head electrician claimed that the man was incompetent to perform the work assigned him. However, he admits he never said anything to him about it and also admits he never had to have any of the work performed by him done over. Therefore we agree that as the electrician has failed to show in any way that the man is incompetent the demands in the case are sustained, compensation being limited to actual mine operating time as provided in Section 13, paragraph (f) of the State Agreement. Case 8430. File 1110. Entered September 16, 1922.

### 36

A triprider who was given work as a motorman was discharged after he had worked a few days when representatives of the company claimed that he was not competent, or that he was not doing a reasonable amount of work. The miners asked that he be reinstated with pay for lost time.

Taken up at the mine February 7 by operators' com-

<sup>1</sup>Specified in the thirteenth section, paragraph (f), of District Agreement. See Appendix II, p. 393.

## LABOR AGREEMENTS IN COAL MINES

missioner and union's board member and referred to the joint board. At meeting of joint group board No. 2 held in Chicago February 22 this case along with several others was referred to a committee of two on each side, representing operators and miners. The committee met at Springfield February 27 and disposed of this case as follows:

We agree that this man will be reinstated and paid compensation on the basis of the running time of the mine for the reason the evidence shows he had an inexperienced triprider with him on this particular day, which was possibly the reason he did not get as much coal pulled as he should have. Case 8715. File 1256. Entered February 1, 1923.

### 37

Two machine men who were discharged for refusing to cut a place when instructed to do so by the management asked to be reinstated with pay for lost time.

Taken up at the mine August 2 by operators' commissioner and union's acting board member and agreed:

The evidence in this case is conflicting to such an extent that we are unable to determine who is right and who is wrong. The company states one thing and these men state another, for which reason we agree that the demand as made is denied, but we do agree that these men will be allowed to return to work with the understanding that they will comply strictly with the instructions of the management hereafter. Case 9122. File 1251. Entered August 6, 1923.

### 38

A boiler was burned badly and considerable repair work was necessary and the fireman on the second shift was dis-

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charged. He asked to be reinstated and was allowed to continue at work pending settlement of the case.

Taken up at the mine June 11 by operators' commissioner and union's acting board member and agreed:

The evidence in this case is so conflicting that we are unable to determine even the date upon which the boiler was burned. Part of the witnesses say it was Friday and part say it was Sunday, and all manifest an ignorance of any injury to the boiler. Therefore we are at sea as to who is responsible for its condition. However, someone is to blame, but because of the evidence we cannot agree upon whom, and inasmuch as the company allowed the man to work pending a settlement, we agree that he will be allowed to continue with the understanding that he will use due care in taking care of the boilers and other machinery under his charge hereafter. Case 8998. File 1053. Entered June 4, 1923.

### 39

A shotfirer was discharged on June 27 when representatives of the company claimed he cut about 30 feet from a 100 foot cable which had been given to him to use in firing shots. The miners asked that he be reinstated with pay for lost time.

Taken up at the mine July 8 by operators' commissioner and union's board member and referred to the joint board. At meeting of joint group board No. 3 held in Chicago July 16 and 17 the following motion carried:

That on account of there being no conclusive evidence to prove that the shotfirer was guilty of cutting this cable that he be reinstated and compensated for time lost on account of his discharge. Case 283. File 16. Entered July 1, 1925.

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### DISCHARGED MINER HAS NO CASE AFTER RECEIVING WAGES

*The following decisions show that a discharged miner has no claim for reinstatement and compensation for lost time after he has been paid his wages, except on regular pay days:*

40

One of the day engineers pulled a cage up to the sheave wheel on Saturday, December 15, and on Tuesday, December 18, he pulled the cage with a loaded car up to the top and the mine was idle the remainder of the week while the damage was being repaired. The engineer was discharged and took his time, but later asked reinstatement with pay for lost time, claiming the engine was out of order and he made a report to the company but it had not been repaired.

Taken up at the mine January 4 and in Benton January 7 by operators' commissioner and union's assistant board member and disposed of as follows:

We agree the claim for reinstatement be denied, because the engineer drew his time in full immediately after the wreck happened, and this forfeited any claim he may have had for reinstatement. Case 4881. File 1229. Entered January 8, 1918.

41

The miners asked that a blacksmith who was discharged for refusing to go below and shoe the mules be reinstated with pay for lost time.

Taken up at the mine October 6 by operators' commissioner and union's board member and agreed:

As the evidence taken by the subdistrict vice-president shows that the blacksmith drew his time on the day he was discharged and was, therefore, no longer an employe

## EMPLOYMENT AND DISCHARGE

of the company we agree that the miners' claim for reinstatement and compensation in this case be denied. Case 9898. File 1047. Entered October 1, 1924.

42

Five men who were discharged September 10 for coming out early asked to be reinstated with pay for lost time.

Taken up at the mine September 19 by operators' commissioner and union's board member and disposed of as follows:

We agree the five men who were discharged will be reinstated without compensation, or rather, such of the men who have not drawn their time, with the further understanding that all employes must work the full eight hours while under pay as provided for by Section 11 of the State Agreement. Case 9849. File 1256. Entered September 11, 1924.

## CODE FOR HIRING AND DISCHARGING

The decisions quoted in this chapter are illustrative, not complete. A large number of others might have been added under the various headings, but enough have been cited to show the types and basis of procedure and recommendations. Decisions are based upon provisions of the contract. They interpret these provisions in the light of the general purpose of the agreement, which is to secure justice in the relationship between the operators and their employes. By interpreting the meanings of the various sections, the decisions, which are always joint decisions, establish rules and precedents which serve as guides in the formulation of decisions in similar cases and which serve to define the rights and duties of the mine man-

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agement and of the miners. To be sure, the idea that a decision establishes a precedent is often disclaimed; for instance, the contract of 1928 in District 12 contained this clause:<sup>1</sup> "In the handling of disputes it is understood that each case shall be decided on its merits, without regard to alleged precedents that have been established in the past." Nevertheless, it is impossible to get away from the principles involved in decisions, and these gradually become articulate in the settlement of disputes. Therefore, the contract provisions and the rules and precedents established by joint decisions constitute an industrial code which governs the relationship of mine management to mine employes. This code relating to hiring and discharge we may now summarize as follows:

1. The operator, or other person to whom the authority has been delegated,<sup>2</sup> may hire whomever he pleases, provided he does not discriminate against miners for being active in their union; since 1928 he must give the preference to a union member, provided the applicant is competent. Where discrimination is claimed by a miner who is an applicant for employment, he must prove such discrimination. (It is understood that if the hired mine em-

<sup>1</sup>Individual coal companies operating coal mines in Illinois and United Mine Workers of America, District 12, wage contract and working conditions, effective September 16, 1928, expiring March 31, 1932, thirteenth section, paragraph (b)—f.

<sup>2</sup>Under the Illinois contract "the authority of the operator to hire and discharge may be delegated to the mine manager, top foreman, boss driver and night boss." Appendix II, District Agreement, second section, p. 369.



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ploye is not a member of the union, he must join the union as soon as he is hired.)

2. Mine employes who are laid off during slack times, when the mine ceases to operate, must be reinstated in their former positions when the mine resumes operations, provided the employe laid off is on hand within a reasonable time after the mine again begins to operate.

3. Mine employes laid off because of a reduction in the working force of the mine must be reinstated in their former positions when the management wishes to increase its force and to fill the positions thus vacated.

4. A mine employe who ceased working because of an injury sustained in the course of employment, must be reinstated in the position he held prior to his injury, provided he is physically able to do that work.

5. Miners may be discharged for "aggravated cases" of loading impure coal, but

(a) The coal inspector may not be influenced either by the mine management or by the miners in his decision whether the impurities constitute an aggravated case, and

(b) The coal inspector must not know whose coal he is examining.

6. In the event that the mine manager, or other representative of the operator, interferes with the coal inspector in the performance of his duties by counseling a discharge or expressing an opinion as to the quality of the coal mined, then the discharged employe is entitled to reinstatement.

7. Mine employes must obey orders given by mine managers or top foremen; otherwise they may be discharged.

8. Using abusive language or fighting with another employe is ground for discharge.

9. Failure to work eight hours, if he has work to do, justifies discharge.

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10. A mine employe may be discharged for being absent from work for two consecutive days, unless

(a) He has first secured permission from the mine management to absent himself from work, or notified the management beforehand that he would be absent;

(b) He can prove that he, or a member of his immediate family, has been sick during an unauthorized absence from work.

11. The burden of proof in discharge is upon the mine management. The charges against a discharged employe, if the discharge is contested, must be adequately proved; otherwise, the miner is entitled to reinstatement, with compensation for time lost.

12. If the evidence in a discharge is conflicting and no conclusive facts can be adduced proving the charges preferred against a discharged employe, the employe is reinstated but without compensation for time lost.

13. A discharged employe who "draws his time," that is, receives his wages, at the time of his discharge, or after his discharge, except on regular pay days, has no case; he may not ask for reinstatement. By so doing he is considered to have severed his connection with his employer.

## CHAPTER VI

### MINE MANAGEMENT

**I**N THIS chapter we shall take up cases which relate to the direction of the working force other than hiring and discharge and those grievances which are essentially demands for payment. Although cases involving earnings relate to mine management, they demand full discussion as a separate subject and will be treated in Chapter VII. We are interested here principally in questions of mine management pertaining to the direction of men in and about the mine. To what extent, if any, is the right of the management to control the working force limited or defined by the contract? Has the daily interpretation of the agreement brought about an industrial code defining the rights and the duties of management and men in their daily task of getting out the coal?

#### CONTRACT PROVISIONS

The Illinois contract provides, as we have already seen in the preceding chapter, that "the right to hire and discharge, *the management of the mine and the direction of the working force, are vested exclusively in the operator,*<sup>1</sup> and the United Mine Workers of America shall not abridge this right." Another section of the contract, which prescribes the eight-hour day for

<sup>1</sup>The italics are the author's.

## LABOR AGREEMENTS IN COAL MINES

laborers, also specifies that "all company men shall perform whatever day labor the foreman may direct." These two sections are blanket provisions giving the mine management exclusive right to manage the mine and to direct the working force. In the exercise of its authority to hire and discharge, as the reader will recall, the management could not act indiscriminately. The contract safeguards the interest of the worker by stating that if an injustice has been done him, he can take up his grievance through the regular channels provided in the agreement. The same provision in practice circumscribes and defines the "exclusive" right of the operator to manage the mine and to direct the working force.

### PIT COMMITTEE

Let us first see to what extent the pit committee modifies the rights of the operator. The Illinois contract says regarding "the duties and limitations of pit committees":

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 confined 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 provisions of this contract, or any other made in pursuance hereof, or who

## MINE MANAGEMENT

shall fail to advise against any shutdown of the mine in violation of the contract, shall be forthwith deposed as committeeman. 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.<sup>1</sup>

Another paragraph reads:

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 this agreement.<sup>2</sup>

*The rule that the pit committeemen may not go around the mine to see to it that the contract is observed or for any other reason is strictly enforced. The pit committee may concern itself with a dispute only after it has been referred by the employe affected and only after he has made an attempt to settle his grievance with the mine manager.* The following decisions are illustrative:

### 43

The mine is shut down undergoing extensive repairs. The company complains that the pit committeemen have been insisting upon going into the mine for the purpose of seeing that the men making these repairs at the bottom

<sup>1</sup>Appendix II, District Agreement, thirteenth section, paragraph (d), pp. 392-393.

<sup>2</sup>*Ibid.*, paragraph (g), p. 394.

## LABOR AGREEMENTS IN COAL MINES

of the mine are being properly treated. The company refused to let them go down, and the pit committeemen stated that a meeting of the local was to be held which would no doubt result in their calling out all the union men employed if they were not permitted to go below. On July 26 the superintendent was obliged to be absent and, fearing trouble might arise while he was away, gave the pit committeemen permission to go below during his absence with the understanding that this permission would be withdrawn on his return. They took advantage of this permission and went below and made an investigation on July 28.

Taken up at the mine August 2 by operators' special agent and union's board member, who agreed that in this case the pit committee exceeded its authority and that they had no right to go below under the circumstances unless some underground laborer had a grievance that he was unable to adjust with the mine manager, in which it was necessary to go below in order to get the evidence. The board member stated that this offense would not be repeated and upon this assurance the matter was dropped. Case 1665. File 1090. Entered August 1, 1913.

### 44

The company asked that the mine committee and local president be deposed for failing to advise against suspension of work on January 24. On that day the checkweighman refused to continue to weigh coal because of falling coal due to the failure of the company to replace a shield which had been used to keep coal from falling on the weigh room floor.<sup>1</sup>

Taken up at the mine January 26 by operators' com-

<sup>1</sup>Presumably the men then stopped work, as their checkweighman was not at work to safeguard their interests.

## MINE MANAGEMENT

missioner and union's acting board member and disposed of as follows:

That they violated Section 13, paragraph (d), of the Joint State Agreement in not advising against the shut-down of the mine. We therefore agree that they be immediately deposed from office as is provided for in the above-mentioned Section of the Joint Agreement. Case 4903. File 1253. Entered January 16, 1918.

### 45

The miners asked that the local president who was discharged for being out of his working place and giving instructions to the men and for cursing the mine manager be reinstated with pay for lost time.

Taken up at the mine December 15 by operators' commissioner and union's board member and referred to the joint board. At meeting of joint group board No. 3 held in Chicago December 17, it was referred to the Arbitration Commission. The independent members of the Arbitration Commission in Springfield January 8 agreed:

In a matter in dispute between the miners and the company, in which the miners are demanding the reinstatement with compensation of the local president, who was discharged on December 4, 1924, for being out of his working place and assuming authority which he had no right to by giving men orders what to do and what not to do, also for using abusive language to mine manager, which was referred to the independent members of the Arbitration Commission for settlement.

After listening to the arguments presented by both sides and reviewing the evidence in this case we are of the unanimous opinion that the evidence in the case as it applies to the interference on the part of this miner with the management of the mine is not proven and that the position he occupies as president of the local union would give

## LABOR AGREEMENTS IN COAL MINES

him the right when called upon to leave his working place and that the charge of abusive language is not proven, or denied to have occurred prior to his discharge. We, therefore, believe he should be reinstated to his former position and that the claim for compensation be denied, and we so decide. Case 9984. File 1222. Entered December 15, 1924.

46

The company asked that two members of the pit committee be deposed under the provisions of Section 13, paragraph (d) of the State Agreement for executing a local rule in violation of the provisions of Section 13, paragraph (f) of the State Agreement. Some time ago a miner was discharged for laying off and the company claims that two members of the pit committee have prevented other men who have been employed from going to work and that they are insisting that the company reinstate the miner who was discharged several months ago for laying off before any new men are allowed to go to work.

Taken up at the mine July 16 by operators' commissioner and union's board member, and the local vice-president and one of the members of the pit committee promised that there would be no interference whatever with the right of the company to hire men to work in and around the mine, and the commissioner and board member agreed:

In the full belief that the promise of these local officials that there will be no interference on the part of the local officers, the pit committee, or others, with the right of the company to hire men to work in and around the mine, we have agreed that the demand for the deposition of these two men as pit committeemen shall be denied and that phase of the case droppd, conditioned upon the faithful carrying out of their promises set forth above. Case 9075. File 1274. Entered July 16, 1923.



## MINE MANAGEMENT

### MINE MANAGERS AND THEIR ASSISTANTS

Paralleling the rights and duties of the members of pit committees as subjects of adjudication are the rights and duties of mine managers and their assistants. The second section of the Illinois district contract says:<sup>1</sup>

No scale of wages shall be made by the United Mine Workers of America for mine managers, mine manager's assistant or assistants (not to exceed (3) in class A mines), top foreman, company weighman, boss drivers, night boss, head machinist, head boilermaker, head carpenter, head electrician, and night watchman. . . .

In mines of large capacity or larger area, or where gas is generated in dangerous quantities or other dangerous conditions exist, the right to hire additional assistants shall be recognized. . . .

*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.*<sup>2</sup>

Since mine managers and their assistants are not members of the local union of the mine and since no scale of wages is made for their work, their number is limited. Otherwise, the operator might be tempted to hire a large number of men, call them "assistants" and let them perform work for which a scale of wages is mentioned in the contract, at rates less than those provided.

<sup>1</sup>The provisions quoted here appear also in the contract of 1928.

<sup>2</sup>The italics are the author's.

## LABOR AGREEMENTS IN COAL MINES

The right of managers and their assistants to perform certain labor is often disputed by employes on the ground that it is work which rightfully belongs to members of the union. The decisions in such disputes, as will be seen in the illustrations to be cited, are to the effect that *mine managers or their assistants must refrain from doing work for which a scale of wages is made. Their duties are supervisory; they can do the work of mine employes only in emergencies or to show how it should be done.*

47

The miners demand the removal of the top boss claiming he persisted in doing work for which a scale of wages is jointly made.

Taken up at the mine June 4 by operators' commissioner and union's board member and referred to the joint board. At meeting of joint group board No. 3 held in Chicago July 17 the following motion carried:

That this case be dropped with the understanding that in the future this man will not perform work in violation of the provisions of Section 2 of the State Agreement. Case 8993. File 1237. Entered June 2, 1923.

48

The miners asked for the removal of the superintendent, mine manager, night boss, motor boss and three face bosses, claiming they persistently perform labor for which a scale of wages is jointly made.

Taken up at the mine June 26 by operators' commissioner and union's board member and agreed:

The evidence given at the mine today was to the effect that the company hoisted several cars of coal on June 14 in order to have empty cars for the gangs, this being an

## MINE MANAGEMENT

idle day. The men objected to this and also objected to the bosses putting this coal in the skip and asked the removal of all the bosses who took part in the work, and of the superintendent for permitting it to be done.

The evidence shows that on the following day the superintendent, and the vice-president of the subdistrict agreed that in the future the company would not hoist any more coal on idle days for the gangs and that all grievances brought by the local union would also be dropped up to June 15, 1923.

Therefore, we agree the demand of the local union for the removal of the superintendent and the other bosses will be denied. Case 9040. File 1267. Entered June 19, 1923.

### 49

The miners asked that the top boss be removed claiming he persistently did work for which a scale of wages is made.

Taken up at the mine March 9 by operators' commissioner and union's acting board member and agreed:

Some of the work complained of was done in cases of emergency, while some was not. The miners contend that they have had up several cases of this character prior to this and the company agreed each time that this top boss would refrain from doing work for which a scale of wages is made but that the top boss has continued to perform the work.

This is the first case of this character that has ever been referred up to the Illinois Coal Operators' representative at this mine and, in line with all other decisions on similar cases, we agree as a settlement that the demand in this case is denied. However, it must be understood that in making such a settlement it is done in good faith and because the miners have failed to refer a previous case up,

## LABOR AGREEMENTS IN COAL MINES

and for the further reason that this is a new company at this mine. It must also be distinctly understood that the top boss must refrain from doing work for which a scale of wages is made except in cases of actual emergency when the company fails to procure members of the miners' union to do such work, or work that it could reasonably be assumed or shown would involve the stoppage of hoisting. Should he fail to comply with this decision as provided for in Section 2 of the State Agreement, there will be nothing left to do but dispense with his services. Case 118. File 70. Entered March 5, 1925.

### STARTING AND QUITTING TIME

While eight hours is the regular day for contract men and company men, *the time of starting and quitting is a joint question and regulated either by custom or by special agreement between the pit committee and the mine management.* The following cases are relevant:

50

The company asked to be permitted to change the starting time from 7 a. m. to 8 a. m.

Taken up at the mine May 29, by operators' commissioner and union's board member, and referred to the joint board. At meeting of joint group board No. 1 held in Chicago July 12 this case was referred to a committee composed of one man for the operators and one for the miners. The committee met at Peoria August 2 and agreed:

In consideration of the mines adjoining this company's properties having arrangement with their employes to start their mine at 8 a. m., we feel that it is no more than fair to grant the same privilege to this company, and we so decide. Case 8983. File 1242. Entered May 29, 1923.

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### 51

The mule feeder had been coming out of the mine each day at noon and the company asked that some arrangements be made to divide the shift so that the mule feeder could properly take care of the work.

Taken up at the mine January 8 by operators' commissioner and union's board member and agreed:

That the mule feeder will enter the mine early enough in the morning to feed and harness the mules and do the other work to be done. He will leave the mine at 9:30 a. m. and return again at 3 p. m. to feed and care for the mules in the evening after they come out at quitting time.

On Sundays the mule feeder will go to the mine and feed, water and care for the mules and when this is done his shift for that day is completed. The above will also apply at this mine on idle days, except when there are mules working on idle days he will make a return trip and take care of the mules. Case 9433. File 1047. Entered January 23, 1924.

### INTRODUCTION OF LOADING MACHINES

That the management of the mine has an undisputed right to introduce new machines and labor-saving devices is fully and completely agreed by the union. This right was conceded to the coal operators during the early years of collective bargaining, and the miners' union has never denied it. The union's position in regard to the undercutting machine, for instance, was that the earning ability of the miners must not be reduced by its introduction and that the pick miner, whose handwork is displaced by the undercutting machine, must be protected from the competition of cheap, machine-mined coal. The miners' union con-

## LABOR AGREEMENTS IN COAL MINES

tended in its negotiations with the operators that the company which introduced undercutting machines was entitled only to a fair return on its investment in them. If, the union leaders contended, the company were permitted more than this, then its competition would put out of existence the mines which did not use the machines.<sup>1</sup>

The policy of the union has been to protect the pick miner by keeping as low a "differential" as possible between pick mining and machine mining. The "differential" is the difference between payment to a miner for a ton mined by pick, and payment for mining a ton by machine. This difference varies in the several districts comprising the Central Competitive Field. In Illinois the miners' union has been able to enforce a differential which is considerably lower than in any of the other districts of the Central Competitive Field—\$0.07, as compared with \$0.1764 in the Hocking Valley of Ohio, or in the so-called Thin Vein district of Pennsylvania. This means that in Illinois the operators pay 7 cents per ton less by using machines in their mines, while in the other districts mentioned they pay more than 17 cents less.

These undercutting machines have long since passed their experimental stage. The loading machine is now in process of being extensively introduced in the soft

<sup>1</sup>For a full discussion of the attitude of the union toward the introduction of undercutting machines, the reader is referred to *Miners' Wages and the Cost of Coal*, by Isidor Lubin. McGraw-Hill Book Co., New York, 1924, chap. 6.

## MINE MANAGEMENT

coal mines. The United States Coal Commission said regarding the introduction of machinery:<sup>1</sup>

The bituminous coal mining industry is just entering the last stage of reducing manual labor through the introduction of machinery.

The first stage was the use of undercutting machinery. . . . The importance of the problem, both to the workman in lessening his toil and to the consumer in reducing the cost of coal, is evident when we consider that some seventy per cent of the cost of the coal at the mine is labor, and more than one-half of this labor is for cutting and loading coal into the mine cars. . . .

Commenting upon the development of machinery to replace hand loading, John L. Lewis, president of the United Mine Workers of America, thus describes the attitude of the miners toward the introduction of loading machines:

The miners face the future of mine mechanization in the same spirit of willingness to co-operate in the introduction of loading machinery and every other mechanical aid that has characterized their past policy. . . .

But the mine worker insists, and will continue to insist, that the introduction of loading machinery and other devices which will revolutionize the industry on its mechanical side, make no difference in the fundamental human side of the industry as now expressed in wage scales, working conditions and union relationship, and therefore

<sup>1</sup>This Commission was established by act of Congress in the fall of 1922. It was a "fact-finding" commission, which expired on September 22, 1923.

## LABOR AGREEMENTS IN COAL MINES

the mechanical changes to be inaugurated cannot be taken advantage of by management to impair standards.

In the period of development, and experimentation, when new devices are receiving their tryout, the mine worker should not be called upon to finance indirectly, by any sacrifice of his pay or working conditions, this new departure which will ultimately redound to the benefit of ownership.

In 1923 Mr. Lewis called a conference of district officials of the United Mine Workers to discuss matters pertaining to the introduction of loading machines. The following motion was adopted at this conference:

That it be the understanding in this matter, that in Districts where coal loading machines are in operation, the Mine Workers will insist upon the appointment of a joint commission in their respective Districts, to determine exactly what the machine will do, and that all data on the subject made, secured in the respective Districts through the negotiations of joint commissions, be submitted to the International Union, and that in all Districts where it is necessary to make agreements governing the operation of these machines, that those interested adhere strictly to the terms of the award of the Bituminous Coal Commission, and while in the experimental stage, the respective Districts shall adopt such day wage scale for temporary purposes as they may deem necessary to protect their membership.<sup>1</sup>

According to Lee Hall, president of District 6, Ohio, of the miners' union, "it was generally under-

<sup>1</sup>United Mine Workers of America, District 6, Proceedings of the Thirty-sixth Annual Convention, Columbus, Ohio, January 20-24, 1925, p. 29.



## MINE MANAGEMENT

stood at this conference that the temporary day wage scale for the operation of the coal loading machine, would be not less than ten dollars a day for the runner and helper, who operate the machine."<sup>1</sup>

We shall see from the decisions quoted below that disputes arising in connection with the introduction of the loading machines have been settled in accordance with this policy of the union. The rate established in Illinois for men operating the loading machine (\$10.07) was based upon the earning ability of the undercutting machine operators, while for the men working after the loading machine the decisions established the rate of \$8.04 per day, based upon the average daily earning capacity of loaders working on undercutting machines.

The decisions of the union not to impair standards of wages through the introduction of new machinery is also in full accord with the policy laid down in the award of the Bituminous Coal Commission.<sup>2</sup> The award of this Commission in regard to the introduction of new machines is now part of the district contracts in Illinois and in the other districts of the Central Competitive Field as well as in the outlying districts whose contracts conform with the Interstate Joint Agreement. Section 4 of the award of the Bituminous Coal Commission reads as follows:

<sup>1</sup>United Mine Workers of America, District 6, Proceedings of the Thirty-sixth Annual Convention, Columbus, Ohio, January 20-24, 1925, p. 29.

<sup>2</sup>The Bituminous Coal Commission was appointed by President Wilson to arbitrate the bituminous coal strike of 1919.

## LABOR AGREEMENTS IN COAL MINES

That pending the joint district agreement between the miners and operators covering a fair schedule of rates for piece-work or tonnage operation of any new device or machinery, the right of the operator to introduce and operate any such new device or machinery shall not be questioned, and his selection of such men as he may desire to conduct tests with or operate such device or machinery shall not be in any way interfered with or obstructed by the miners or their representatives, provided the wages offered are at least equal to the established scale rates for similar labor.

The operator shall be privileged to pay in excess of the established scale rates of pay without such excess pay being considered as establishing a permanent condition for the operation of said device or machine.

After the device or machine shall have passed the experimental stage and is in shape to be introduced as a regular component part of the production of coal, then for the purpose of determining a permanent scale of rates (such rates to continue until the joint scale conference above referred to fixes a scale) for operating such device or machine, the mine workers may have a representative present for a reasonable time to witness its operation, after which a schedule of rates shall be determined by mutual agreement, which scale shall be concluded within 60 days after a fair test has been made.

The test will disclose the labor-saving in the cost of producing coal, out of which labor-saving the mine workers shall receive the equivalent of the contract rates for the class of work displaced, plus a fair proportion of the labor-saving effected.

In like manner new or untried systems of mining; for instance, long wall, retreating long wall, or the panel system may be introduced by the operator for the purpose of

## MINE MANAGEMENT

conservation, increasing production, the lessening of cost, or in the interest of safety without his right to make such change being abridged: Provided, however, that for this class of work the mine worker shall in the same manner receive the equivalent of the contract rates for the class of work displaced, plus a fair proportion of the labor-saving effected.<sup>1</sup>

By this provision the operator may select whomever he pleases to test new machines, provided the wages offered are at least equal to the established scale rates for similar labor. Moreover, the operators need not pay tonnage or piece rates but may pay day wages for the operation of new machines which are in an experimental stage. The question as to what wages should be paid is a *joint question* and must be decided by a *joint decision* by the operators' and miners' representatives.

In the settlement of disputes arising as a result of the introduction of new machines in Illinois, the twelfth section of the district contract of that state is often quoted. This section relates to division of work and provides that:

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

<sup>1</sup>Illinois Coal Operators' Association, the Coal Operators' Association of the Fifth and Ninth Districts of Illinois, the Central Illinois Coal Operators' Association and the United Mine Workers of America, District 12, Washington Agreement, April 1, 1920, to March 31, 1922, pp. 5-6.

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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.<sup>1</sup>

Since the introduction of loading machines may temporarily, at least, displace some men, the men so displaced ask for division of work. The Illinois contract has been interpreted as permitting division of work, where such procedure is not in conflict with the award of the Bituminous Coal Commission. The introduction of labor-saving devices necessitated at first local agreements which governed conditions of employment in particular mines. In 1928 a temporary state-wide agreement was made and a commissioner appointed to study the question further.

The decisions in disputes quoted below are lengthy; they include the local agreements made as a result of the introduction of new machines.

The first cases illustrate questions connected with the introduction of loading devices. They show how

<sup>1</sup>The meaning and interpretation of this section will be discussed in some detail in the next chapter. It is quoted here because it has a bearing upon the decisions in the disputes quoted below. See Appendix II, District Agreement, twelfth section, p. 388.

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the operators and miners of Illinois co-operate in arrangements following the introduction of new machinery and how they interpret the award of the Bituminous Coal Commission and Section 12 of the Illinois District Contract, just quoted.<sup>1</sup>

### 52

The miners asked that this mine be put on a tonnage basis.

Taken up at the mine June 2 by operators' commissioner and union's acting board member and referred to the joint board. At meeting of joint group board No. 3 held in Chicago June 5 it was referred to a committee of three operators and three miners. The committee met at West Frankfort July 8 and 9 and under date of July 9 agreed as follows:

The undersigned commission created by action of joint group board No. 3 to consider case No. 9705 from the N. O. mine, where the miners demand that the mine be put on a straight tonnage basis, met at the mine July 8 and 9, and agreed as follows:

The company states that the working of the loading machinery at this mine is still in an experimental stage and for this reason we agree that it will not be possible at this time to place the mine on a straight tonnage basis in its entirety.

<sup>1</sup>In the District Agreement of 1928 a temporary agreement covering mechanical loaders and conveyors was adopted. It provided for a commission of two operators and two miners to study conditions surrounding the use of machinery in Illinois and to decide upon a tonnage basis for pay, reporting the result as soon as practicable. However, from the wording of the contract it is evident that the commission may, also, decide that a tonnage basis for pay is not feasible and that day wages should be paid.

## LABOR AGREEMENTS IN COAL MINES

In view of the above we agree that the rate of pay for men operating machines will be \$10.07 per day. These men to be under direct instructions of the management and to work the full eight hours at whatever work they are instructed to perform. We would recommend in this connection that where a loading machine is broken down the men operating that machine will be given either hand loading or other work for the remainder of the day.

The work being performed by the undercutting machine men is similar in character to that performed by all other cutting machine men throughout the district and we see no reason why these men should not be placed on a tonnage basis, which we agree will be done. The rate of pay per ton for undercutting machine men to be thirteen cents per ton for all coal cut by them. It being understood that as conditions of employment in the mine differ from the same employment in other mines no specific territory will be assigned to machine men, but all undercutting machine men shall remain in the mine and cut all places that are cleaned up in time to be cut. This is necessary to furnish coal for the loading machines, which under our joint agreement the company is entitled to work full eight hours per day. It is not intended by the above that the undercutting machine men will be required to remain in the mine when there is reasonable assurance that they will not have more work to perform that day.

In consideration of the above the company agrees that the cutting machine men shall have the places they cut as near together as it is possible and that all cutting machine men will be treated fairly in this matter, no discrimination will be shown between cutting machine men under this system in assigning them places to cut. With the further understanding that if the men who operate the cutting machines are required to do other work in connec-

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tion with their ordinary duties as cutting machine men they will have the right to take the matter up in line with Section 13 of the State Agreement.

Inasmuch as the company states that they are still experimenting as to methods of mining and nothing definite has been decided upon at this time as to what method of mining will finally be adopted at this mine, we agree that should the company decide to experiment on any other system of mining they will have the right to pay for same on a day wage basis provided the wages are equal to the established day wage rates for similar labor, in accordance with the award of the Bituminous Coal Commission.

It is also agreed that should the company desire to place any part or all of this mine on a regular machine mining basis, hand loading, they will have that right and the miners will be paid for such system the same as other machine mining mines where the coal is hand loaded.

When two systems of mining are used, i. e., straight machine mining hand loading, and loading machine mining, it is understood that there will be no interference with the amount of coal or the number of pit cars loaded by the loading machine operators. It is further agreed no turn of cars will be kept between the loading machines themselves or against any other system of mining, thereby restricting the number of cars loaded by any loading machine to the same number loaded by the loaders working at any other system of mining. This does not mean that cars will be supplied to any part of the mine that is on hand loading in such few numbers that it will deprive the hand loaders of an opportunity to make a reasonable day's wage in line with Section 28 of the State Agreement.

The method of checking coal loaded that has been cut by undercutting machine men under this agreement is left to the machine men involved and the management to work

## LABOR AGREEMENTS IN COAL MINES

out some plan that will give the machine men due credit for all coal cut by each of them.

The rate of pay for men snubbing and drilling and shooting will be \$8.04 per day.

The above agreement to become effective July 16, 1924, and extend during the life of our present State Agreement. However, in case the company is unable to weigh the coal on and after July 16, the machine men and management will agree upon some system of payment until the coal can be weighed. Case 9705. File 1044. Entered June 2, 1924.

### 53

A man employed on the loading machine was given work loading coal by hand while the loading machine was broken down and asked to be paid at the rate of \$10.07 per shift for this work. The company paid this man \$8.04 per shift claiming that this was the rate provided for hand loading.

Taken up at the mine September 8 by operators' commissioner and union's board member and referred to the joint board. At meeting of joint group board No. 3 held in Chicago October 1, this case was referred to a committee of two operators and two miners. The committee met at West Frankfort October 8, and failing to agree referred the case back to the joint board. At meeting of joint group board No. 3 held in Chicago October 23, it was referred to the Arbitration Commission. The independent members of the Arbitration Commission in Springfield January 8 agreed:

In a matter in dispute between the miners at the No. 2 mine, N. O., and the company, wherein the miners are demanding \$10.07 per day for a loading machine man, who is being paid \$8.04 per day, when he was put on hand loading while his machine was broken down, which was



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referred to the independent members of the Arbitration Commission for settlement.

After listening to the arguments presented by both sides and reviewing the evidence in this case we are of the unanimous opinion that the loading machine agreement contemplates that the loading machine men should be paid the \$10.07 rate while operating the machine but does not contemplate that loading machine operators should be paid \$10.07 per day on days when they did not operate the loading machines, and we so decide. Case 9834. File 1044. Entered September 3, 1924.

### 54

A miner asked to be given employment in connection with the work around the mechanical loader before men from outside are employed as he was a company man in this mine before it was closed on April 15.

Taken up at the mine September 20 by operators' commissioner and union's board member and referred to the joint board. At meeting of joint group board No. 1 held in Chicago September 24 the following motion carried:

That it is the opinion of the joint board that the men who were in the employ of this company at the time the mine suspended operations are entitled to the preference of employment on this new device in all work that they are competent and qualified to do. Case 9859. File 1172. Entered September 15, 1924.

### 55

An extra machine man asked for work as runner or helper on a Jeffrey short wall machine.

Taken up at the mine September 29 by operators' commissioner and union's board member and agreed:

The evidence in this case shows that two Jeffrey machines were brought to this mine from another mine and

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four machine men were brought from there to operate them. These machines were put on new territories. The man in question was an extra machine man at this time. The miners claim that it is the custom to give extra machine men the first opening on a regular machine. This is not disputed. Therefore we agree as the matter of competency arose that this man would not be entitled to have charge of this machine but he is entitled to a place as a helper on one of these machines, this being in accordance with past procedure. Case 9224. File 1225. Entered September 30, 1923.

### 56

A man who has been paid at the rate of \$7.50 per day asked to be paid \$10.07 per day for running a conveyor, insisting he was entitled to the loading machine rate for this work.

Taken up at the mine January 14 by operators' commissioner and union's acting board member. They agreed that this was a coal conveyor and not a loading machine of the type being used in the field but were unable to agree covering the scale of wages and referred the question to the joint board. At a meeting of joint group board No. 3 held in Chicago January 21 the following motion carried:

That pending the period of experimenting as defined in the Bituminous Coal Commission's award that this man continue to receive \$7.50 per day. Case 17. File 30. Entered January 10, 1925.

### 57

The miners asked that the men employed to do work in connection with the new loading device installed at this mine be paid \$8.54 per shift instead of \$8.04 per shift.

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Taken up at the mine April 9 by operators' commissioner and union's board member and referred to the joint board. At meeting of joint group board No. 1 held in Chicago May 7 and 8 the following motion carried:

That the matter of working out a scale for the Goodman scraper loader at the N. C. M. C., be referred to a committee of two from each side with power to act.

The operators and the miners each appointed two representatives. The committee met in Peoria May 19 and agreed:

We, the commission appointed by action of joint group board No. 1, at a meeting held in Chicago May 7 and 8, 1925, to consider case 185 coming from the N. C. M. C.'s mine, met at the mine on the above mentioned date and after giving a hearing to all sides on this case, have agreed as follows:

That the operator of the loading machine shall receive Eight Dollars and Fifty-four Cents (\$8.54) per day, and the men working at the face in connection with the loading machine shall receive Eight Dollars and Four Cents (\$8.04) per day.

The men who do the undercutting with the cutting machine shall be paid at the rate of Eight Dollars and Fifty-four Cents (\$8.54) per day.

It is also agreed that the above rates are tentative, and apply during the experimental period, which shall not extend beyond March 31, 1927. This rate is made because of the physical condition prevailing at this mine and shall not be applied to any other mine unless agreed to by representatives of the joint organization.

This agreement covers the operation of the Goodman scraper loading machine. Case 185. File 42. Entered April 10, 1925.

## LABOR AGREEMENTS IN COAL MINES

### CHANGING MEN FROM JOB TO JOB

Does the management of the mine, under its right to direct the working force, have the right to change men from one job to another job? We have already seen that all mine employes must obey orders given them by the management. If, however, an employe is dissatisfied when ordered to do work outside of his regular occupation, he must first comply with the orders, then he may take up his grievance. The decisions in disputes due to changing men from job to job seem to have established the following rulings:

1. The mine management may order a mine employe to do other work for which the same, or a higher scale of wages prevails.
2. *In changing a man to another job, his earning capacity may not be reduced, unless he is shown to be incompetent in the work he has been performing.*
3. *When changed to another job, he must be competent in the new work required of him.*

The following cases are to the point:

58

A machine runner was transferred to loading and asked to be put back on the machine claiming he was not responsible for breaking the machine he had been using. The company transferred this man to the face because of the high cost of repairs to the machine.

Taken up at the mine February 10 by operators' commissioner and union's board member and agreed:

As the evidence does not show that this man violated any machine rule of the company which caused the break-

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age on the machine, we agree he will be put back on the machine and in the future he will use all due care in the running of the machine along the rules laid down by the company governing their operation. Case 8274. File 1116. Entered February 14, 1922.

### 59

A motorman who was removed and offered a place loading asked to be reinstated with pay for four days for time lost.

Taken up at the mine July 21 by operators' commissioner and union's acting board member and agreed:

The evidence in this case shows that this motorman was reckless in handling the man trips. He admits that he had been warned by the mine manager two or three times before this. Several complaints had been registered with the mine manager about the reckless manner in which this motorman handled the man trips by the miners whom he hauled, in view of which, we agree that the company acted within their rights in removing him from the motor and the claim is, therefore, denied. Case 9079. File 1110. Entered July 18, 1923.

### 60

A man who was employed to help with the drilling was removed and given other work asked to be allowed to return to drilling.

Taken up at the mine April 18 by operators' commissioner and union's acting board member and agreed:

The joint board has ruled that the company has the right to move a man from one job to another, or from one shift to another, so long as they do not reduce his wages and so long as he is competent to perform the work assigned him, and as there is no evidence that this man is incompetent to perform the work assigned to him, nor

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have his wages been reduced, the claim is, therefore, denied. Case 201. File 50. Entered April 18, 1925.

### SENIORITY RIGHTS

There is nothing in the Illinois district contract which makes it obligatory upon the management of the mine to promote a mine employe to a position of higher authority because of his length of service. In the daily interpretation of the contract, many disputes arise owing to the dissatisfaction of men not promoted, when others having lesser service records are transferred to higher positions. Decisions in these disputes are many and conflicting, but the rule seems to be that the custom of the mine governs decisions regarding promotion. *If it has been the custom of the mine that men with the longer service records should receive promotion to better jobs, that custom must be followed.* But if no such custom is known to exist in the mine, the management may give the better job to anyone. Of course, here also the question of competency or incompetency enters. Seniority alone is not sufficient to compel a transfer to a better job; the man asking for the job must be competent to perform the work for which he applies. Seniority rights, also, imply that the last man hired is the first to go in a layoff. The following cases relate to seniority rights.

61

A machine helper asked to be placed in the position of machine runner on a certain machine where he was em-

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ployed as one of the helpers. This man insisted that he was entitled to the machine as he had been working as a helper on this machine for the past three years and that he had been running the machine in the absence of the regular runner. The company claimed there was no rule of the mine and that when a vacancy occurred they selected the men who seemed best fitted for the work to take the position as machine runner.

Taken up at the mine February 25 by operators' commissioner and union's acting board member and the demand denied and the case dropped. Case 9553. File 1060. Entered February 23, 1924.

### 62

An extra machine runner asked to be given work as a regular machine runner on a regular territory. This man had been an extra machine runner at this mine since September, 1923, and when there was a regular run available the company assigned the territory to a regular machine runner. The place was claimed by the extra machine runner employed in the mine.

Taken up at the mine August 12 by operators' commissioner and union's subdistrict vice-president and agreed:

That the custom at this mine in the past seems to have been that the oldest extra machine man was given the first regular territory available where no question of competency arose and since there is no question of competency in this case we agree that this man be given the regular territory as demanded.

Later President Farrington advised that the district executive board wished to file protest against this decision being used as a precedent for settling similar disputes. Case 9800. File 1014. Entered August 9, 1924.

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63

The miners asked that the engineers who were employed while the sinking was being done be retained to operate the electrical hoist.

Taken up at the mine January 8 by operators' commissioner and union's board member and referred to the joint board. At meeting of joint group board No. 3 held in Chicago January 17 the following motion carried:

That this case be referred to a committee of two from each side with power to act.

The operators and the miners each appointed two representatives. They met in Springfield January 23 and agreed:

It appears from the evidence that a steam engine was used in sinking this mine and as soon as the sinking was finished electrical engines were installed and the sinking engineers were taken off the engines and other men hired to run the electrical engines.

The engineers who were employed on the engines during the sinking contend that they are entitled to an opportunity to run the electrical hoisting engines and also demand pay for time lost that has been worked by the men who operated the machinery since they were laid off.

After listening to the evidence and arguments presented and ascertaining from the State Mining Department that no special examinations have ever been given for electrical hoisting engineers, but that the steam hoisting engineer's certificate has been considered all that was necessary under the law, we are agreed that the men who operated the sinking engines are entitled to be placed on the electrical engines and be given a fair opportunity to demonstrate their competency to operate the same, and that the demand for compensation be allowed. Case 9399. File 1282. Entered January 11, 1924.



## MINE MANAGEMENT

### RIGHT TO DOUBLE-SHIFT

Eight hours constitute a day's work. The starting and quitting time, as we have seen, is usually governed by custom, but generally the eight hours are worked by day, usually terminating at 3:30 in the afternoon. Does the mine management possess the right to double-shift, that is, to institute a night shift in addition to the day shift? Can the management change men from day work to night work and from night work to day work? Are men working on the night shift entitled to places on the day shift when opportunities for employment on the day shift present themselves? It will be readily understood that to most miners the night shift is not so desirable as the day shift. There is another aspect to the question of double shifting. When the miners on the day shift are not averaging the normal tonnage per day, they are loath to see new men put on the night shift, lest the double shift further decrease their earning power. The contract provision which governs the questions here raised is that which gives the management the right to direct the working force. No specific provisions in the contract relate to the right to double-shift. Decisions in disputes concerning double-shifting and the transfer of men from day shift to night shift seem to have established these precedents:

1. The management has the right to double-shift for development purposes or for purposes consistent with safety and proper ventilation in the mine.

## LABOR AGREEMENTS IN COAL MINES

2. In the absence of special compelling reasons therefor, machines may not be worked at night that are not being used during the day. In other words, *work that can be done during the day may not be done at night.*

3. When there are two shifts of men working, the day shift and the night shift, *the employes have no claim for work on either shift, except by special agreement with the company.*

4. *The management may change men from night shift to day shift and from day shift to night shift, at the same rates of pay, or higher rates of pay.*

### 64

The company asked to have the main north entries and the fifth and sixth entries off the north double shifted for development purposes under the gang system with four men on each shift in each pair of entries.

Taken up at the mine October 23 by operators' commissioner and union's board member and referred to operators' president and miners' president. They referred the questions involved to a committee of two miners and two operators. The committee met in Thayer November 8 and decided as follows:

We, the joint commission appointed by the two presidents to handle a case in which the company asked the right to double-shift the fifth and sixth east, and the main north entries for development purposes, as it was shown that men would soon be out of places unless development was secured, agree:

That the company shall have the right to double-shift the main north and the fifth and sixth east entries a sufficient distance to enable them to break off cross entries from which rooms will be turned and when the development is secured that the double-shift will be discontinued.

## MINE MANAGEMENT

That owing to the existing conditions the company shall have the right to do the above work with a double-shift gang of three men on each shift in each pair of entries, with the understanding that the company and men shall have the right to mutually agree on some other system, or number of men, if able to do so.

It is understood and agreed that this agreement does not establish gang work at this mine and shall not constitute a precedent upon which to settle any other case. Case 8534. File 1044. Entered October 21, 1922.

### 65

The company asked that one pair of entries be worked one night after each day of mine operation. The miners objected to a double-shift gang, insisting it would interfere with the work of the day shift gang.

Taken up at the mine February 22 by operators' commissioner and union's board member and agreed:

Since our meeting at the mine we understand the state inspector has recommended that the work of two entries in question be pushed for the purpose of better ventilation and we, therefore, agree the company will be given the right to work the two entries one night after each day of mine operation on the double-shift gang system for the purpose of carrying out the inspector's recommendation. We also expect the management to use judgment in handling this double-shift gang so the other men in that section will have as little complaint as possible. Case 8785. File 1249. Entered February 27, 1923.

### 66

On account of insufficient air pressure to operate all the machines on the day shift, the company desired to operate four on the night shift. Upon refusal of the men on these four machines to work on the night shift, the

## LABOR AGREEMENTS IN COAL MINES

company took their fire checks and the men lost two days each for which they demand compensation.

Taken up at the mine October 15 by operators' special agent and union's board member and referred to the full Joint Board with the understanding that these men will work on the night shift until a decision is reached. The case was considered at a meeting of the full Joint Board, held in Springfield October 29, but no action was taken, it being understood that this dispute, together with a number of others, would be considered at the next meeting of the full Joint Board.

At a meeting of the full Joint Board, held in Springfield April 15, the cases listed for consideration were referred to operators' president and union's president. They met in Springfield April 16 and 21 and agreed as follows:

That the company does not have the right to work machines on the night shift which are not worked on the day shift, but that they must work as many machines on the day shift as their equipment will allow and that, should the number of machines thus operated be insufficient to cut their tonnage, they may double-shift a sufficient number of machines to do so. Case 2213. File 1222. Entered October 9, 1914.

### 67

Because of low air pressure the company was unable to operate all the machines on the day shift and two machine men and their helpers came back and worked at night and the local union fined these men and on Sunday night, June 23, the machine men quit working at night, awaiting a settlement of the case. The miners insisted that all machines should be operated on the day shift only.

Taken up at the mine June 24 by operators' commissioner and union's acting board member and disposed of as follows:

## MINE MANAGEMENT

We agree that because of the fact that it is admitted by both loaders and machine men that better results are obtained by working part of the machines on the night shift, the company will work as many machines on the day shift as they can furnish air to operate and that they have the right to work sufficient machines on the night shift to enable them to get the capacity of the mine, which in no case will exceed the number of machines worked on the day shift, but none of the machine men working on the day shift will be changed unless agreeable to them. However, should the machine men not be willing to change should occasion require, the company will have the right to employ other machine men for the night shift. Further, the machine men working on the night shift will be placed on the day shift in their turn when vacancies occur or when the air pressure is improved sufficiently to take care of more machines on the day shift. Case 5301. File 1234. Entered June 11, 1918.

### CHANGING MEN FROM SHIFT TO SHIFT

The day and night shifts are considered separate forces, and an employe on the one shift has no rightful claims to a job on the other. The management, on the other hand, may transfer a man from night work to day work, or vice versa, at the same rate of pay. The following cases are illustrative:

68

A man employed as top hand on the day shift was laid off to reduce the working force. He claimed he was entitled to the place held by the night cart man and asked to be paid for time lost beginning October 16.

Taken up at the mine October 26 by operators' commissioner and union's board member and referred to the

## LABOR AGREEMENTS IN COAL MINES

joint board. At meeting of joint group board No. 1 held in Chicago November 2 the following motion carried:

That the demand be denied and the case dropped for the reason we do not divide work between the day shift and the night shifts. Case 9246. File 1172. Entered October 10, 1923.

### 69

A timberman who was changed from the night shift to the day shift demanded that he be put back on the night shift with pay for one day lost in making the change.

Taken up at the mine March 18 by operators' commissioner and union's board member and agreed:

The company was within its rights when they removed this man from the night shift to the day shift inasmuch as he was put at the same class of work and paid the same scale of wages. Further, the day he claims he lost was caused by his refusal to report for work on the day shift when told to do so, alleging he had business to attend to. Therefore the demand is denied. Case 8341. File 1282. Entered March 10, 1922.

In a number of decisions the principle has been established that men who have worked for a long time on the night shift should be given preference over new men when there are vacancies on the day shift.

### 70

A miner asked to be taken out of a double-shift gang and given a straight day-shift place. The company has been hoisting coal on both shifts. The miner lost some time when he refused to continue in a gang and asked to be paid for such loss.

Taken up at the mine November 12 by operators' commissioner and union's board member and referred to the presidents of the two organizations with request that a

## MINE MANAGEMENT

joint committee be appointed. A committee of two operators and two miners met at the mine November 23 and agreed:

In case 7244, wherein the miners are demanding that on double-shift gang work the night shift work straight nights and the day shift straight days and that a man be paid compensation for time lost when he refused to continue working at night in a double-shift gang.

We, your commission, find that it is the established condition at this mine to work the entries for development purposes by the double-shift gang system, and for the day and night shifts to alternate each two weeks.

We agree that the company is within its rights in continuing this system, with the understanding that the men employed on these gangs shall be given precedence over new men when there are places to start on straight day-shifts, if they desire the places. And we further agree that the claim for compensation be denied for the reason that the miner should have continued at work and taken his case up for decision instead of laying off. Case 7244. File 1281. Entered November 1, 1920.

### 71

The men working on the second shift asked that when new men were being employed such new men be put on the second shift and old second shift men be allowed to go on the day shift.

Taken up at the mine August 19 by operators' commissioner and union's board member and agreed:

We are of the opinion there is merit in the demand of the men on the second shift and we, therefore, recommend to the company that when they are hiring new men to do ordinary shift work or loading they place them on the second shift and put the employes now on the second shift

## LABOR AGREEMENTS IN COAL MINES

to work on the first shift. Case 9815. File 1256. Entered August 21, 1924.

### CODE RELATING TO MINE MANAGEMENT

We may now continue the industrial code outlined at the end of Chapter V (pages 174-176) to include the following rulings and precedents:

14. The pit committee must confine its activities to settling cases referred to it either by miners or mine managers.

15. Mine managers and their assistants must confine themselves to supervisory work; they may not perform labor for which a scale of wages is specified in the union contract.

16. The management may change the time of starting and quitting only with the consent of the miners concerned or their union representatives.

17. The management is free to introduce any and all labor-saving devices.<sup>1</sup>

18. While experimenting with new labor-saving devices, day wages may be substituted for piece rates or tonnage rates, provided the day wages paid to men operating the new machines are equal to the wages earned by men performing similar labor in and about the mine.

19. Mine managers may select whomever they please to operate new machines, but competent miners already in the employ of the company are to be given preference in such employment.

<sup>1</sup>Commenting on this statement in 1929, both operators and union officials said that it was more true after the agreement of 1928 than prior to it. Mechanization is proceeding very rapidly, and the union must accept it with little protest. Disputes since the 1928 agreement have related more to the use of machines than to their introduction.



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20. The mine manager may transfer men to other occupations for which the same, or a higher, wage scale prevails.

21. In changing men to other jobs, their earning capacity may not be reduced, provided they are competent in their performance of their regular work.

22. A mine employe changed to another job must be competent to do the work to which he has been transferred.

23. When a vacancy occurs, the mine management may promote to a higher position a competent employe who has the longest service record, if such a procedure has been the custom in the mine. In mines where no such custom prevails, the management is free to employ anyone when a vacancy occurs in a better position.

24. The management has the right to double-shift for development purposes and for purposes consistent with safety and proper ventilation in the mine.

25. In the absence of special compelling reasons machines may not be worked at night that are not being used during the day. In other words, work that can be done during the day may not be done at night.

26. The management may change men from day shift to night shift and from night shift to day shift, at the same rates of pay or higher rates of pay.

27. Men having the longest service record on the night shift are to be given preference on vacancies occurring for similar jobs on the day shift.

## CHAPTER VII

### WAGES

**A** STUDY of wages in the bituminous coal industry is not within the scope of this book.<sup>1</sup> We are concerned rather with the way the wage scale established in agreements is applied and interpreted in practice. We shall describe in this chapter decisions in disputes between mine management and mine employes as to the amount of payment for extra labor performed and compensation for lost opportunities to work.

Collective bargaining in the bituminous coal industry is a continuous process. One may truly say that in the mines this bargaining over wages and prices for labor never ceases. Neither the interstate nor the district or subdistrict contracts settle the wage rates to be paid in all emergencies arising in the mines. "The variations in the physical conditions of coal seams," according to John L. Lewis, president of the miners' union,

make it impossible to negotiate a district or subdistrict wage contract that will serve as a yardstick measurement

<sup>1</sup>For detailed information on miners' wages and earnings the reader is referred to *Miners' Wages and the Cost of Coal*, by Isador Lubin, McGraw-Hill Book Co., New York, 1924; and to *What the Coal Commission Found: an Authoritative Summary* by the Staff, Hunt, Tryon and Willits (editors), Williams and Wilkins Co., Baltimore, 1925, p. 5.

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for all forms of work performed by the coal miner. In addition to drilling holes and loading coal, work paid by contracted tonnage rates, the miner is called upon to set props, load slate and soapstone, lay track, and remove "rolls" and "horse backs," technical terms for dead work, which require his time and effort, before he can proceed to the work of advancing his room and loading clean coal.<sup>1</sup>

We have already seen that the greatest number of disputes arising in the mines are caused by dead work. The meaning of this term has already been described in Chapter IV, Causes of Disputes. Briefly restated, it is the work which the miner must do to get ready to mine and load clean coal, and includes the setting up of props and putting cross-bars between them, bailing water out of rooms and cleaning coal from "slate," "horse backs," "blue bands," "nigger heads" and other impurities which come with it. Removing falls of rock or slate from the roof is also included in the category of dead work. The payment for this work is determined generally by subdistrict and local agreements, the latter affecting one or more mines having the same natural conditions, that is, where the seams and quality of the coal are about the same. Usually custom in the mine determines what pay a miner should receive for dead work, the custom being the unwritten law of that mine.

It is generally true that the face bosses, who are assistants to the mine managers, bargain with the

<sup>1</sup>Lewis, John L., *The Miners' Fight for American Standards*. Bell Publishing Co., Indianapolis, 1925, pp. 100-101.

## WAGES

miners every day as to the amount of payment they should receive for dead work performed. If the particular job falls within the description of work for which a scale is set in the subdistrict contract or in the local agreement, the face boss or mine manager can readily agree as to how much should be paid for the work. In most instances, however, no scale is provided for the exact amount of work performed. Moreover, the miner and face boss or mine manager frequently disagree on the amount of time it should take to perform certain extra work for which the miner claims compensation. The reader will see from the decisions presented in this chapter that the nature of dead work is such that it is impossible to decide in advance as to how much of it will need to be done; it is necessarily a subject for joint negotiation.

## TIMBERING

The following is one of the provisions of the Illinois district contract relating to dead work:

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 timber in rooms or working 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.

## LABOR AGREEMENTS IN COAL MINES

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 and 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 ordinary method of timbering by the miner for his own safety.<sup>1</sup>

Other provisions of the contract pertaining to dead work will be quoted later in the chapter. In the meantime the reader will note the words "in ordinary conditions" appearing in the first sentence of the section just quoted. These words emphasize the difficulties which arise because of the absence of "ordinary conditions" in the loading of coal. Always, in the course of mining coal, extraordinary conditions arise which require unexpected expenditures of time and energy for which payment is not specifically provided in writing. The following cases relate to payment for timbering and the setting of cross-bars:

<sup>1</sup>Appendix II, District Agreement, sixteenth section, pp. 397-398. Repeated in District Agreement of 1928.

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72

Two miners asked that the company pay them fifty-five cents for each of eight cross-bars set over the roadway in the gob space in one of their rooms where a track was being laid to the next room. They claimed that the face boss ordered them to do this work and that when the mine manager came around to measure the dead work he refused to pay more than eighteen cents per bar.

Taken up at the mine March 23 by operators' commissioner and union's acting board member and referred to the joint board. At meeting of joint group board No. 1 held in Chicago April 26 and 27 the following motion carried:

That these men be paid for the eight cross-bars at eighteen cents per bar, in line with former decisions made in this field covering cases of like character. Case 8353. File 1258. Entered March 15, 1922.

73

Two miners asked to be paid for six hours each for loading out rock from the roadway and roadhead and putting up a timber on the roadhead on February 17.

Taken up at the mine March 3 by operators' commissioner and union's board member and referred to the joint board. At meeting of joint group board No. 1 held in Chicago April 26 and 27 the following motion carried:

That inasmuch as these men knocked out the timbers set by the company men and wedged down this rock that they now demand pay for loading, without consulting the mine manager or anybody in authority at the mine, that the demand be denied and the case dropped. Case 8359. File 1044. Entered March 18, 1922.

74

A man working in a gang cutting and loading in entries asked that the company do the timbering or compensate

## LABOR AGREEMENTS IN COAL MINES

the gang men for doing the work. The men were obliged to set props in these entries for their own safety and claimed that when the coal was loaded out it was necessary to move the timbers so that they could cut the face and that after doing the cutting the timbers had to be replaced. The company insisted these men were gang workers and that it was their duty to do all the work necessary for their own safety to enable them to cut, shoot and load out the coal.

Taken up at the mine January 11 by operators' commissioner and union's acting board member and referred to the joint board. At meeting of joint group board No. 3 held in Chicago January 31 the following motion carried:

That we agree these men are entitled to extra compensation for any timbering they may do other than that required for their own safety and the security of their working places when directed by the mine manager to do the extra timbering. Case 8667. File 1014. Entered January 11, 1923.

### 75

The miners asked that the face boss take orders for props at the face of the working places and that the miners be permitted to order timbers from the mine manager in the evening in the event of their failure to see the face boss during the day.

Taken up at the mine July 14 by operators' commissioner and union's subdistrict vice-president and referred to the joint board. At meeting of joint group board No. 3 held in Chicago July 17 the case was referred back to operators' commissioner and union's board member, who met in Harrisburg August 28 and agreed:

We agree in settlement of this case that the company will place a man at the shaft bottom whose duty it will be to take orders from the miners for timbers. He shall

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be placed on the bottom sufficiently early to take orders from the men when they are coming out of the mine after they have completed their day's work. In case an emergency arises where timber is needed and the employe has shown good faith by ordering timber as provided for herein, then the management must endeavor to provide timber to take care of said emergency. Case 9061. File 1014. Entered July 9, 1923.

### 76

The miners asked that several men be paid one day each because they did not have timber on December 5, 1923. When the case was considered at the mine it was found that the places needed timbering and the roof was in a dangerous condition and the men making the demand went out to the bottom and asked for day work and were told there was nothing for them to do. The timbers were delivered at about ten o'clock that day.

Taken up at the mine January 22 by operators' commissioner and union's acting board member and agreed that the four men would be paid one day each. Case 9445. File 1220. Entered January 28, 1924.

## BAILING WATER

The miner frequently finds upon coming to work that his place is flooded with several inches of water, sometimes as high as nine inches, making it impossible for him to stay at the face to load coal. In such circumstances the water must be bailed out immediately, if the miner is to be able to earn a day's wages. The following section of the district contract covers such contingencies:

The company shall keep the mine in as dry condition



## LABOR AGREEMENTS IN COAL MINES

as practicable by keeping the water off the road and out of the working places. When a miner has to leave his working place on account of water, the company shall employ said miner when practicable to move the water or do company work, provided 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.<sup>1</sup>

How this section of the contract is interpreted in daily practice is shown in the following illustrative cases:

77

A miner demanded pay for two days and another miner asked pay for one day for lost time on account of water in their working places. One of the men was offered track laying on the first day he was idle but refused to do the work claiming he was not competent. The second day both men asked for shift work which was refused. These men also asked compensation for dipping water from their working places.

Taken up at the mine December 17 by operators' commissioner and union's board member and disposed of as follows:

We agree to pay each of these men one day's compensation as the evidence shows that they asked for company work and were refused, and Section 26 of the State Agreement provides that when a miner has to leave his working place on account of water, the company shall employ said miner to move the water when practicable or give him company work, and as the company refused to give either

<sup>1</sup>Appendix II, District Agreement, twenty-sixth section, paragraph (a), pp. 406-407. Repeated in District Agreement of 1928.

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of them company work or another place we have agreed they are entitled to compensation for the one day. The one miner is denied compensation for the first day he lost on account of refusing to accept the work offered him.

We agree that where the miners and the mine manager can agree on a price per barrel for dipping water out of their working places they have that right. Where they fail to agree on a price per barrel and the mine manager instructs them to move the water, they shall be paid for the actual time employed. Case 4815. File 1140. Entered December 13, 1917.<sup>1</sup>

### 78

Six miners ask pay for October 28 when they were prevented from loading coal because the driver refused to go through water on the entry about four hundred feet outside of their places.

Taken up at the mine December 31 by operators' commissioner and union's subdistrict president and agreed:

The evidence in this case shows that the water which came over the track was surface water and came because of a squeeze. A pump was immediately ordered which took some time to arrive and in the meantime there was nothing the company could do to get the water off the entry. The driver on October 28 refused to go through the water any longer and after these men came to the bottom one of them agreed that in the future he would drive through it for the remainder of the month. A pump

<sup>1</sup>It is noteworthy that the miner who refused an offer of tracklaying on his first idle day was not granted compensation for that day. The principle that a miner must accept any work that the manager offers him and take his grievance up later seems to be fundamental. It is reiterated in decisions of numerous cases and seems to be adhered to in all but exceptional cases.

## LABOR AGREEMENTS IN COAL MINES

and pipe line were installed during November and the water was taken out.

Under the circumstances we do not see that the company was responsible for the condition, neither were these miners. It was a condition over which no one had control and could not be helped. Therefore, we agree that as a settlement these men will have the number of cars lost on October 28 made up to them at such time as is most convenient for them to load same. Case 6480. File 1053. Entered December 20, 1919.

### 79

Two miners asked pay for two days each for lost time during the month of December. When operations were resumed after the suspension it was found a large body of water had accumulated in their working places. This water could not be bailed out and the pump was out of commission. These men were given company work on the first shift when they reported at the mine and were notified that they could have company work on the night shift until the water was removed. They refused to work on the night shift and lost two days each.

Taken up at the mine January 14 by operators' commissioner and union's subdistrict president and disposed of as follows:

We agree they are not entitled to compensation for the lost time for the reason they were offered company work which they refused to accept, and other miners who had been prevented from working under similar conditions had accepted company work on the night shift. Case 6526. File 1140. Entered January 14, 1920.

### 80

Two men asked to be paid for two hours each for bailing four boxes of water out of their working places.

## WAGES

Taken up at the mine February 9 and February 13 by operators' commissioner and union's acting board member and referred to the joint board. At meeting of joint group board No. 1 held in Chicago February 23 the following motion carried:

That the demands of the miners be allowed because the face boss was aware of the fact that these men were doing this work and he did not order them to discontinue. Case 8732. File 1131. Entered February 7, 1923.

## 81

Two miners asked to be paid two hours each extra on account of water in their working places.

Taken up at the mine June 17 by operators' commissioner and union's board member and disposed of as follows:

The evidence submitted in this case was the evidence collected by the acting subdistrict president and the mine superintendent, wherein they agreed that neither miner asked for any other work but made a demand for two hours compensation. Therefore we agree that the demands of the miners in this case be denied. Case 9732. File 1256. Entered June 18, 1924.

## DEDUCTIONS FOR LOADING IMPURE COAL

In Chapter V, Employment and Discharge, we have shown that the penalty for "aggravated cases" of loading impure coal may be discharge or indefinite suspension. This extreme penalty may be imposed for a case of wilful neglect or intentional loading of dirty coal. However, in cases of lesser offenses the penalties im-

## LABOR AGREEMENTS IN COAL MINES

posed by the contract are certain deductions from wages.<sup>1</sup>

The reader will see from the following decisions that such deductions are authorized only when the responsibility of the penalized miner is fully ascertained and when the company has fully complied with the provisions of the contract.

### 82

A miner who was laid off two days for loading impurities asked to be paid for lost time.

Taken up at the mine March 11 by operators' commissioner and union's acting board member and agreed:

The evidence in this case shows that a fall of top coal and slate came in a car. The timbermen cleaned out part of the slate and the driver took the car in to the miner to be loaded. He claims that he cleaned out all the slate he could see and loaded the car, and it was because of this car that he was laid off.

Our opinion is that it was the duty of the company to have cleaned out this car before placing it in the miner's room for him to load. On the other hand the miner did wrong in loading the car before it was cleaned out. Therefore as both sides seem to be about equally to blame we agree as a compromise settlement that the miner will be paid for one day. Case 8328. File 1222. Entered March 6, 1922.

### 83

The miners ask that all dock fines assessed on February 24 and 25 be refunded. They claimed the superintendent

<sup>1</sup>The exact provisions of the Illinois district contract relative to these deductions from wages are shown in Appendix II, District Agreement, fifth section, paragraph (b), p. 371, and sixth section, p. 373.

## WAGES

and the top foreman spent more time on the railroad cars than was necessary on the two days in question and that the impurities for which fines were assessed were not preserved for the balance of the day and shown to the men. Taken up at the mine March 25 by operators' commissioner and union's acting board member and referred to the joint board. At meeting of joint group board No. 1 held in Chicago April 26 and 27 the following motion carried:

That this case be referred to two commissioners for the operators and two for the miners.

The committee met in Peoria May 26 and referred this case back to operators' commissioner and union's board member, who met in Peoria the following day and agreed:

That the demands of the miners in this case be allowed and the dock fines remitted as demanded. Case 8366. File 1181. Entered March 22, 1922.

## 84

The miners asked that all dock fines assessed since the new tipple was erected be refunded, claiming the coal from two cars is often mixed before the coal reaches the dock boss.

Taken up at the mine December 29 by operators' commissioner and union's board member and agreed:

After an investigation of the docking system we are of the opinion that it cannot be absolutely certain as to which car impurities came up in, the dock boss being too low down on the screens, and coal from two cars does mix to some extent. We, therefore, agree that the dock fines be refunded as per the miners' demand and that the docking will be done on the first section of the screens instead of the second section. Case 8630. File 1241. Entered December 14, 1922.

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### CLEANING COAL

While the district contract provides for penalties for loading impure coal, it is left to local bargaining between the miner and the mine boss, to decide how much the miner should receive for cleaning it when the cutting, shooting and loading are carried on in places having an extraordinary amount of impurities. The payment for this sort of dead work is often provided for in subdistrict agreements. But even more *often payment for cleaning coal is governed by custom in the mine.* The cases next presented show decisions in such disputes.

85

Two machine men working on machine No. 23 asked three hours each for rashed coal and waiting for the boss, claiming they waited one and one-half hours each. The company refused to make this allowance, claiming the boss went to their place as soon as possible after being notified.

Taken up at the mine September 13 by operators' commissioner and union's board member and disposed of as follows:

We agree to allow the machine men in question one and one-half hours each for the time they were handling the rashed coal, but deny the rest of their claim, and in the future we agree the machine men will notify the boss before cutting a place to come in and see it, when they expect the place to rash. It will then be the duty of the boss to go in and see the place with as little delay on his part as possible. Case 8411. File 1237. Entered September 5, 1922.

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86

Two miners asked to be paid for moving impurities containing sulphur from in front of the crosscut at the face of their room so that the machine men could cut the place.

Taken up at the mine February 19 by operators' commissioner and union's board member and agreed:

The evidence shows that the company has not paid compensation to any loaders for moving such impurities back far enough to allow the machine men to cut the crosscut the full width. The evidence further shows that in abnormal cases and when clod was coming down with the coal that the company had the impurities and clod moved back far enough for the machine men to cut the crosscut. In cases where thick black jack was encountered and the loaders could not move such black jack then a company man was sent in to help them move it.

We agree that no compensation is due these men in this case and the custom established on account of abnormal conditions arising shall be continued where clod or slate is coming with the coal and the custom existing in the past shall continue. Case 8748. File 1110. Entered February 12, 1923.

87

Two miners asked to be paid three days each for moving sulphur balls which they encountered in their working places. The pit committee stated that these sulphur balls weighed from two pounds to three hundred pounds each and that there was considerable extra work in connection with moving them and that the miners making this demand were unable to load their turn. Representatives of the company contended that the miners were not entitled to extra compensation for such a condition as the sulphur balls were encountered in a great many of the rooms. The miners claimed that one man had been paid extra for going



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through sulphur in a place turned off an entry where the condition was similar to the place which was being worked by the two miners making the demand in this case.

Taken up at the mine May 22 by operators' commissioner and union's board member and referred to the joint board. At meeting of joint group board No. 2 held in Chicago August 24 this case, together with several other cases, were disposed of by the following motion:

That cases 7891, 7892, 7893, 7894, 7955, 9049 and 9052 be referred to a committee of two on each side.

The operators and miners each appointed two representatives. The committee met in St. Louis August 29 and referred the case back to joint group board No. 2. At meeting of joint group board No. 2 held in Chicago September 27 and 28 the following motion carried:

That in settlement of this case these men be paid one and one-half shifts each, this not to set a precedent for the settlement of future cases with the understanding that when the men meet such conditions they inform the mine management as early as possible. Case 9049. File 1220. Entered June 25, 1923.

### 88

A miner asked to be paid for drilling six extra holes, claiming this was necessary on account of an unusual amount of sulphur in the coal and for removing the sulphur from the coal and throwing it back from the face.

Taken up at the mine January 3 by operators' commissioner and union's subdistrict president and referred to the joint board. At meeting of joint group board No. 2 held in Chicago February 13 the following motion carried:

That this case be referred to a committee of one on each side.

The operators and the miners each appointed a represen-

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tative. The committee met at Springfield February 18 and agreed:

We find after reviewing the joint write-up in the case that this man did have an unusual amount of sulphur, one piece measuring about fourteen inches thick, about four feet long and about three and one-half feet wide, which is an unusual and extraordinary condition, and there were several other very large pieces of sulphur which this man was compelled to move back into the gob.

As for drilling the holes in question, we are of the opinion that inasmuch as drilling holes is incidental to the production of coal and it is no unusual thing for a miner to encounter hard drilling and sometimes to experience great difficulty in drilling his holes, and as there is no provision of contract which compels the operator to pay for such drilling, the demand for pay for the extra drilling is not well founded.

We have agreed that this man in question shall receive one hour's pay for handling and throwing back into the gob this unusual and extraordinary amount of sulphur. As for the extra drilling, the demand is denied and that phase of the case is dropped, and we so decide.

This question is not to constitute a precedent or disturb any arrangement that may now exist relative to paying for drilling holes. Case 43. File 15. Entered January 23, 1925.

## TAKING UP BOTTOMS

When machine cutters undercut the coal, they generally leave several inches of bottom which must be taken up by the loaders following the machines. These bottoms vary in thickness, and may consist of rock, sulphur, black jack and other impurities mixed with coal. The taking up of these bottoms is dead work

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which requires time and for which loaders demand extra payment. *Only when these bottoms are thicker or dirtier than usual, however, is extra payment due.*

89

Four loaders ask pay for taking up thick bottoms.

Taken up at the mine March 20 by operators' commissioner and union's acting board member and agreed:

The evidence in this case shows that the bottoms averaged more than five inches thick. The loaders claimed there were no impurities in them and that they loaded them all out as coal. The evidence also shows that there was no abnormal dip. Therefore, in accordance with many decisions in similar cases, we agree that these loaders will be paid a reasonable amount for taking up these bottoms and the company will have the right to check the amount so paid from the pay of the machine men who cut the thick bottoms. Case 8827. File 1044. Entered March 14, 1923.

## LOST COAL

The reader is asked to imagine the feelings of an office employe or a factory worker who upon coming to work in the morning finds that the ceiling of the room in which he works has fallen in and the debris has covered and ruined the furniture, the machines or instruments and perhaps his half-completed work. Fortunately, neither the roofs nor ceilings of offices and factories are in the habit of caving in. The story is different in mines. There you never know when you will find the roof leveled to the ground. A roof may fall because of inadequate timbering to support the "ceiling" of the "room" in which the miner works. It

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may also cave in because of so-called "squeezes" for which nature alone is responsible. The "squeezes" unite the top with the bottom of the room in which the miners undercut, blast down and load their coal. If a miner happens to be in the room at the time of the fall or squeeze, he may lose his life or suffer serious injury. If he is not in the room, some of the coal which he had blasted down may be lying loose, ready to be loaded, and may be unrecoverable. His tools also may be lost. Squeezes and cave-ins vary in intensity; sometimes they close entirely the working room and all the coal, powder, tools and mine cars may be beyond recovery. These falls, moreover, are responsible for a large proportion of mine accidents.

The following cases relate to the loss of coal as a result of cave-ins, falls or squeezes. *The decisions reveal that the mine management must pay the mine employe for lost coal upon which he had worked, if the mine management was in some way responsible for the loss.*

### 90

A miner asked to be paid for seven cars of coal in the first north entry, six cars in the north entry and seven cars in the fifth south entry. This man claimed he lost coal due to falls.

Taken up at the mine February 11 by operators' commissioner and union's subdistrict president and agreed:

As the evidence in this case shows that the miner was working in the first north when it fell in and was given a place in the second north which after working a short

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time fell in and he was then given a place in the fifth south which also fell in, we agree that he be paid the rate established at the mine for the seven cars of coal he lost in the fifth south and that his claim for lost coal in the first and second north be not allowed. Case 9546. File 1050. Entered February 19, 1924.

### 91

A dispute was considered at this mine and it was agreed that a certain miner was entitled to pay for coal lost in a room but the superintendent and pit committee could not agree as to the price to be paid for such lost coal.

Taken up at the mine April 25 and considered further on May 9 by operators' commissioner and union's subdistrict president and agreed:

We, the representatives of the Illinois Coal Operators' Association and the United Mine Workers of America, District No. 12, were asked to decide on a price to be paid for lost coal at this mine. We find that on October 10, 1918, a decision was rendered by a board member for the miners and a commissioner for the operators, allowing at that time thirty-eight cents for lost coal at this mine. We agree, taking into consideration the increases granted the miners since that time that the rate should now be 49 cents per ton, and we so decide. Case 9663. File 1050. Entered May 1, 1924.

### 92

A fall at the face covered six cars of coal and representatives of the company decided to take up the track without removing this coal. The miners asked pay for the coal which has been shot down.

Taken up at the mine June 2 by operators' commissioner and union's acting board member and agreed:

Section 20 of the Subdistrict Agreement provides that

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where the operator fails to furnish timber to properly timber a miner's place and he loses coal as a result thereof, the miner is entitled to pay for the coal, but the evidence in the case shows that there was timber in this place. Therefore the claim is denied.

The case of Ruben Gladwell being in every way similar to the above case, this settlement will also apply to that case. Case 9707. File 1193. Entered June 3, 1924.

## CLEANING FALLS

The decisions in the cases next presented relate to demands for payment for cleaning falls of rock or slate. This is extra work incidental to mining coal, for which the miners frequently ask extra payment.

### 93

Two miners asked to be paid five hours for lost time on account of a fall of slate. There was bad top in their entry and they placed a prop in the roadway and after the entry had advanced about twelve feet it was necessary to remove the prop to get the car to the face. Before the prop was knocked out the men set another one along the roadway but it failed to hold the top and five or six cars of slate came down. The miners notified the assistant mine manager to send in timbermen but he was unable to do so and when they asked for company work or an opportunity to clean up the slate this was refused and they went home.

Taken up at the mine February 17 by operators' commissioner and union's acting board member and disposed of as follows:

We agree that under the subdistrict contract these men should have been allowed to clean up the fall of slate one hour after they notified the company there was a fall in

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their place. We have agreed to allow four hours compensation as a settlement in this case. Case 6627. File 1143. Entered February 20, 1920.

### 94

A miner had a fall of slate in his place and the assistant mine manager instructed him to go on in and a shift man would be sent in to clean up the fall. The miner loaded one car of coal and asked to be paid for four hours as the shift man did not come to his place until noon.

Taken up at the mine November 18 by operators' commissioner and union's board member and agreed:

The evidence shows that the assistant told the miner to go into his place and he would send a slate man. The slate man was not sent until noon, while the Subdistrict Agreement provides that company men must be furnished promptly; however, during the time the miner loaded one car of coal. Therefore we agree he will be paid for three hours. Case 8563. File 1053. Entered November 8, 1922.

### 95

Two miners asked to be paid for four hours each for loading out four cars of rock that fell with their coal on January 21. The mine manager offered to pay three hours each for this rock which was about 8 feet wide, 6 feet long and 2 feet thick, or 96 cubic feet.

Taken up at the mine March 12 by operators' commissioner and union's board member and referred to the joint board. At meeting of joint group board No. 1 held in Chicago March 24 the following motion carried:

That in view of the fact that the mine manager offered to pay the men six hours time that they be allowed six hours pay as a settlement in this case. Case 141. File 35. Entered March 19, 1925.

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### LOST TOOLS

A miner does not receive all he earns for mining coal. He must have his own tools and pay for their sharpening. Where falls occur, as we have seen, he runs the risk not only of losing coal which he has loosened from the solid, but also of losing his tools. In view of the frequent occurrence of falls and the consequent partial or total loss of tools, the contract safeguards the miner's earnings by specifying the rates which the operator may charge for sharpening tools and by fixing the responsibility of miners and management for their cars. A section of the Illinois district contract<sup>1</sup> specifies the price for blacksmithing, for pick mining and for long-wall work. The operator is declared to be responsible for tools lost or broken "as the result of a squeeze" if "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"; or if "a fall occurs, for which the miner is not responsible and . . . the company removes its rails, machines, cars, pipes and wires, but does not remove the miners' tools"; or if "tools are lost . . . 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"; or "in case of fire in a blacksmith shop wherein tools are being held for sharpening or repair"; or "when at the instance of a mine manager,

<sup>1</sup>Appendix II, District Agreement, ninth section, pp. 383-385.



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or his assistant, tools are taken to be used by day men." Moreover, "the operator shall provide a convenient place underground where the miners shall leave their tools when brought out to be sharpened or repaired and where they shall receive them when returned from the blacksmith shop."

It will be seen from the decisions in the cases listed below that *compensation for lost tools is allowed only where the claims fall within these provisions of the contract.*

### 96

A miner asked to be paid \$27.95 for tools lost as the result of a squeeze.

Taken up at the mine March 27 by operators' commissioner and union's acting board member and agreed:

The evidence in this case shows that these tools were lost as the result of a squeeze and the miner was unable to protect the tools by finding a safe place for them in his working place. However, we are of the opinion that the prices asked are excessive. Therefore we agree that these tools will either be replaced by the company or paid for if the man involved and the superintendent can agree upon the amount to be paid. Case 9615. File 1044. Entered March 27, 1924.

### 97

A miner asked that the company put a new handle in a shovel claiming the handle was broken by a fall of rock that came down on his roadway.

Taken up at the mine July 16 by operators' commissioner and union's board member and referred to the joint board. At meeting of joint group board No. 1 held in Chicago July 29 the following motion carried:

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That as the company is in no way responsible for the damage to this miner's shovel that the demands be denied and the case dropped. Case 9770. File 1155. Entered July 7, 1924.

98

Two loaders asked pay for tools lost under a fall of rock when the mine was idle from July 1 to August 8 and when they had not been notified to remove their tools.

Taken up at the mine August 23 and in Chicago August 26 by operators' commissioner and union's board member and referred to the joint board. At meeting of joint group board No. 3 held in Chicago August 27 the following motion carried:

That it is the opinion of the joint board that this case is covered by Section 9, paragraph (c) of the State Agreement<sup>1</sup> and the claim of the miners for pay for lost tools is, therefore, allowed. Case 9807. File 1262. Entered August 15, 1924.

## LOST AND SPOILED POWDER

In Chapter VI, Mine Management, we quoted several cases showing how disputes about kinds of powder used are settled. The cases following relate to demands for compensation for lost or spoiled powder. Since the miners pay for the powder they use in blasting down the coal from the solid, the protection of their supplies of it seems as important as the protection of their tools. Loss of powder, like loss of tools, is a financial injury to the coal digger, actually reducing his wages. We have seen that the contract pro-

<sup>1</sup>Appendix II, District Agreement, ninth section, paragraph (c), p. 384.

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vides for payment for lost tools under well defined conditions. There is, however, no provision in the contract calling for payment for lost or spoiled powder, and the following cases seem to indicate that *the miner must suffer the consequences of such losses unless special circumstances enter in.*

99

A loader ordered a keg of powder and almost immediately quit work and asked the mine manager to be permitted to return the powder but this was refused. The miner later brought the powder to the shaft bottom and left it there and disappeared.

Taken up at the mine February 23 by operators' commissioner and union's board member and agreed:

As the evidence before us was to the effect that the company was doing some brushing on the bottom which necessitated their using powder and in all probability this fellow's powder was used by the company we, therefore, agree that the company will refund to this loader the \$2.15 which was formerly charged him. Case 8788. File 1278. Entered February 27, 1923.

100

The miners asked that the company pay for thirteen sets of tools lost under a squeeze. They also included an itemized statement covering powder, fuse and caps. They made a claim for \$242.36 under Section 9, paragraph (a) of the State Agreement.

Taken up at the mine August 25 by operators' commissioner and union's board member and agreed:

As the evidence shows conclusively there was a squeeze came over the territory above mentioned on June 8, this being an idle day the miners were not at work and had no

## WAGES

chance to protect their tools we, therefore, agree the company will reimburse the miners for the loss of tools by either furnishing them with new tools or if a miner prefers the cash, the company will pay him in cash the amount the tools actually cost the company. *As to the payment for the explosives lost in this squeeze, we agree to deny the miners' claim for the joint board has ruled there is no contract provision covering the payment for lost explosives.* Case 9151. File 1111. Entered August 20, 1923.

## YARDAGE

From the entries, which are narrower than the rooms in the mine, it is impossible to get out as much coal. Also, more powder per ton of coal and more drilling are necessary in entries. Therefore the miners working in them are paid for "yardage" as well as for the coal they are able to load. The narrower the entry the greater is the payment per yard, but no yardage rates are paid where the entries are over twenty feet wide. It is often difficult to ascertain just how wide an entry is. The reason for this is that the walls of the entries are not even in thickness and the width of the entry differs in different places. The following cases, one of which was decided by the Arbitration Commission, show that *in general the basis for decision is a combination of custom and the circumstances of the particular case.*

101

The miners objected when the company attempted to have the back entries widened out to twenty-one feet without paying yardage. The miners also protested against

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carrying the track on one side, alleging it should be laid in the center of the place and insisted it would be a hardship on the miner to have the track so close to one rib as the center of the working face is advanced first.

Taken up at the mine January 25 by operators' commissioner and union's board member and disposed of as follows:

We agree that in accordance with the decision of the independent members of the Arbitration Commission on case 2675, also cases 2818, 2991 and 3026 on October 20, 1916, that this company is within its rights in having their entries driven twenty-one feet wide without paying yardage and we so decide.

Copy of decision in case 2675 referred to above is as follows:

Under date of October 20 the Arbitration Commission met in Springfield and the independent members rendered the following decision:

In a matter in dispute between the miners of the No. 8 mine at K. and the company, wherein the miners are asking the twenty-foot yardage rate to be paid for entries, crosscuts and room necks driven outside yardage limit or over twenty feet, which was referred to the independent members of the Arbitration Commission for adjustment.

We, the independent members, after a careful and thorough consideration of the evidence presented by both parties to the dispute and by a careful examination of all the state, subdistrict and local agreements between the United Mine Workers of Illinois and the Illinois Coal Operators' Association and the Coal Operators' Association of the Fifth and Ninth Districts of Illinois, in force at the present time and those that have governed since the inception of the present joint movement, are unable to find any statements that would warrant the payment of the twenty

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foot yardage rate for entries, crosscuts and room necks driven outside the recognized yardage limit of over twenty feet and because of the fact that the maximum yardage limit has always been recognized as twenty feet, we believe the operator was strictly within his rights in asking that entries, crosscuts and room necks be driven over twenty feet if he desires and we so decide. We further agree that in entries the track will be in the center. Case 8234. File 1140. Entered January 30, 1922.

102

The loaders in No. 1 machine territory asked to be paid the yardage rate for driving rooms fourteen feet wide, claiming that prior to January 16 the established width of rooms was twenty feet in this mine. Representatives of the company claimed that when the rooms were driven twenty feet wide it had not been possible to work out the coal in any entry because of squeezes and that it had been necessary to reduce the width of the rooms to fourteen feet in order to eliminate the loss of territory by successive squeezes.

Taken up at the mine February 9 by operators' commissioner and union's board member and referred to the president of the operators' association and the district president for the miners with a request that a committee be appointed to consider this question. The presidents referred the case to a representative of the operators and one for the miners. They met at Peoria February 27 and agreed:

We, the commission appointed to handle the dispute coming from the No. 7 mine of a coal company at Verona, Illinois, wherein the loaders in No. 1 machine territory are demanding to be paid the yardage rate for driving rooms fourteen feet wide, met at Peoria February 27, 1925, and after hearing the evidence presented by the commissioner and the miners' board member, agree as follows:

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That the evidence given in the case shows that the rooms in the mine were driven twenty feet wide but that on account of the territory on this machine run squeezing, the rooms were reduced to fourteen feet. We agree that the loaders and machine men be paid at the rate of eighty-eight cents per yard for all places cut and loaded out fourteen feet since February 9, 1925. This decision not to establish a precedent in settling cases at any other mine. Case 94. File 35. Entered February 9, 1925.

### LOST TIME—CAGE AND MAN TRIPS

The Illinois district contract contains provisions relative to the use of the cage for employes to travel up and down the shaft, and the transportation of miners underground to and from their working places.<sup>1</sup> An employe must be on hand in time to go down to his work. If late, he "shall not be entitled to go below except at the convenience of the company." If sick or injured in the mine, he "shall be given a cage at once." If "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 individual employes less than a cage load who have been prevented from working as above, a cage shall be run mid-forenoon, noon and mid-afternoon 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.

<sup>1</sup>Appendix II, District Agreement, twenty-second and twenty-fourth sections, pp. 402-403.

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Underground "the operators agree to transport men, on days the mines operate, to and from the mine bottom and inside partings." The work is to be performed by either drivers or motormen outside of the regular working hours; and they "receive in addition to their regular scale rate, seventy-five (75c) cents per day."

The contract specifies that "man trips shall leave the bottom in the morning sufficiently early to get the men into the working places by starting time." Again, "the man trip will leave the inside parting not sooner than ten minutes after quitting time." If the inside parting is less than one-half mile from the bottom of the shaft, or "in case of unavoidable cause which prevents the running of . . . man trips," the men walk to and from their work. The operator is not required to transport men who are employed on idle days or on night shift.

Some subdistrict and local agreements supplement these provisions of the district contract, but do not conflict with it. The following decisions show that *the district contract is the guide in settling disputes growing out of the use of the cage and the transportation of men underground, and the task of the joint committees is to determine the facts.*

103

A miner asked to be paid for one day because he was not allowed to go into the mine so as to be hauled to the parting on the motor trip. He came to the mine before starting time but the top cager had left his place and gone up

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on the tipple. The miner was sent below after starting time but the man trip had left the bottom and the motorman had orders to allow no men to ride except on the regular trip.

Taken up at the mine August 17 and in Springfield September 29 by operators' commissioner and union's subdistrict president and disposed of as follows:

We agree that as the miner was at the mine in time to be lowered into the mine before starting time his claim for one day's compensation be allowed, this settlement not to be used as a precedent at this or other mines. Case 7103. File 1140. Entered September 29, 1920.

104

Twelve night shift men who were held below after quitting time on the night of August 23 asked to be paid for lost time.

Taken up at the mine September 29 by operators' commissioner and union's subdistrict president and referred to the joint board. At meeting of joint group board No. 2 held in Chicago October 12 it was agreed:

That the case be dropped as the men were detained because of unavoidable circumstances which the company could not overcome. Case 8460. File 1140. Entered September 29, 1922.

105

The miners asked that the company operate a man trip where the partings are one-half mile from the bottom. The company claimed that the miners did not travel one-half mile to reach the partings.

Taken up at the mine November 1 by operators' commissioner and union's acting board member and disposed of as follows:

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Section 24, paragraph (c) of the State Agreement provides that where the parting is less than one-half mile from the shaft bottom the miners shall walk to and from their work. This means that if the parting is one-half mile or more from the bottom, measured over the same route that the miners walk, the company will operate a man trip. In view of the above we agree that the roadway walked by the miners will be measured jointly and if it proves to be one-half mile or more the company will operate a man trip. Case 9931. File 1270. Entered November 4, 1924.

106

The miners asked that several men be paid for time lost on February 19 claiming the mine manager refused to put enough cars on the man trip to permit all the men to ride into work.

Taken up at the mine March 11 by operators' commissioner and union's board member and agreed:

After very carefully reading the above demands we, the undersigned, are of the opinion that when the mine manager ordered two of these men to get into the cars which were not filled to capacity and they refused to obey the order, they were guilty of a violation of the local agreement relative to the number of men that should be in each car, and all of these men were involved inasmuch as no two of the men obeyed the order of the mine manager, thereby showing a deliberate intent to violate and set aside the local agreement relative to the number of men in each car. We further find that the car the miners alleged was a small car was set aside by the management as evidence to show that this car was a large one and that when the man trip left the bottom these men in question made no demand of any character whatsoever upon the mine manager, thereby failing to show any spirit of conciliation, but

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on the contrary evading the issue by not making an effort to discuss the matter with the management and trying to see if something could not be done in the matter. If this had been done it would have shown that there was no conspiracy relative to setting at defiance the aforesaid agreement. Further, we find that neither the affected parties, nor the local president, nor pit committee made any demand for compensation during the period they were discussing the size of the cars but they did demand compensation seven days later, or on February 26. This occurred after President Hartness<sup>1</sup> had handled the case. Notwithstanding that when President Hartness asked these men what their demand was the local officers and the affected parties replied and said, "There is no demand of any kind, only an argument over the size of the cars and the number of men riding in each car." We, therefore, for the reasons as set forth above, deny the claim for compensation for these men, and the case is closed. Case 137. File 42. Entered March 17, 1925.

### LOST TIME—CAR OFF TRACK OR TRACK NOT LAID<sup>2</sup>

Under the union contract the miner lays the temporary side or point rails in his own room. This track is not permanent but is abandoned or moved when the room is far enough advanced to permit a full-length rail to be laid. This rail or permanent track in the entries must be laid by the company, that is, by tracklayers and not by miners. It connects the miner's working room with the parting whence the loaded mine cars are hauled to the bottom of the shaft and from there to the tipple. The Illinois miners' contract<sup>2</sup>

<sup>1</sup>President Hartness was president of Subdistrict 2.

<sup>2</sup>Appendix II, District Agreement, twenty-sixth section, p. 406.

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prescribes that "all permanent metal track shall be laid by the company." If a miner has to leave his working place on account of the neglect of the company in not laying the track, he is entitled to be employed to lay it at day rates, if he is competent, 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."

Disputes resulting from failure on the part of the mine management to lay tracks or because pit cars are off the tracks are settled according to these provisions.

#### LOST TIME—PLACE NOT CUT AND SHOTS NOT FIRED

The following decisions relate to cases involving demands for compensation for loss of time due to the failure of machine men to undercut the coal, or of shot firers to shoot the blast prepared by the miner.

#### 107

A miner asked pay for two days lost during the last half of September.

Taken up at the mine December 30 by operators' commissioner and union's board member and agreed:

The evidence in this case shows that the miner was given a machine room which he accepted on September 22. He was told by the face boss that he would see that this place was cut that day. The miner drilled his holes, made his cartridges and went out at quitting time. The machine men did not cut the place. The next day the miner demanded shift work and was told to go and dig a sump deeper. He claims, and is substantiated by the pit committee, that there were ten inches of water in this sump. The mine manager states that one end of the sump was

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dry. The miner refused to work in the sump because it was wet. His place was not cut that day and he again demanded shift work the following day and was again offered the sump digging and refused as before. The following day his place was cut.

The face boss should have seen to it that this miner's place was cut as he agreed to on the morning of September 22. However, because he did not do so the mine manager offered the miner work in the sump. Whether there was too much water in this sump to work in we are unable to determine. The miner and the pit committee say there was and that the water was ten inches deep. The mine manager said one end of the sump was dry and because we are unable to determine upon these conflicting statements the condition of the sump, nor is there any way we can learn any more about the matter, we agree as a compromise that the miner will be paid for one day. Case 6475. File 1110. Entered December 9, 1919.

108

The miners asked six hours each for two loaders because their places were not cut. They claimed they loaded one car in the morning and then asked the mine manager for other places or company work. The manager claimed he had no work for them and that they were out of coal because the machine broke down. He also claimed these two loaders were making up their turn and loading more cars than the other men.

Taken up at the mine January 24 and in Springfield February 8 by operators' commissioner and union's board member and disposed of as follows:

We agree to drop the claim of the miners because the evidence shows these men were making up their turn and a condition was created which the company could not avoid. Case 7493. File 1058. Entered February 3, 1921.

252

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109

A miner asked pay for one day because his shots were not fired.

Taken up at the mine February 10 by operators' commissioner and union's board member and agreed:

The evidence in this case is so conflicting that we are unable to determine whether the miner or the shot firer is to blame for these shots not being fired. Neither is able to say whether they saw each other on the day in question or not, nor whether there was a flag on the entry or not, neither can they agree as to whether the miner's son told the shot firer that he had prepared these shots. On that day the miner's son was driving extra and tamped the holes, which he should not have done as Section 2, paragraph (a) of the State Agreement provides that all classes of day men shall work full eight hours.

Decisions of the past have provided that shot firers were held responsible for the holes that they failed to shoot where they had knowledge of their being prepared and were practical shots, and as this case is a demand directed at the company, we agree that the claim for the day's compensation is denied as the company performed their full duty under the law when they employed shot firers to shoot the shots in this mine. However, we would recommend that the shot firer and the miner get together and settle the case between them. Case 7498. File 1241. Entered February 4, 1921.

110

A miner asked pay for one shift because his shots were not fired on the evening of December 28.

Taken up at the mine January 9 by operators' commissioner and union's subdistrict president and agreed:

The evidence in this case that the miner drilled a cutting shot in the face of the 5th south, 1st east entry, and

## LABOR AGREEMENTS IN COAL MINES

told the shot firer that the shot was there. However the shot firer failed to shoot this shot until the following day.

We agree that the miner will be paid for the day in question and the company will have the right to check the amount so paid from the wages of the shot firer. Case 8179. File 1110. Entered January 7, 1922.

### FAILURE TO SUPPLY MINE CARS IN EQUAL TURNS

The contract provides that every miner must be given an equal number of pit cars in which to load coal, or, at least, he must be given "a fair chance" to obtain as many empty cars as his fellow workers. The purpose of this provision is obviously to equalize earnings. The "equal turn" clause of the Illinois contract<sup>1</sup> contains, also, elaborate specifications for the drivers and the management to insure this equality in number of cars. The contract defines an "equal turn" in mines where there is both hand and machine mining as meaning "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."<sup>2</sup>

111

Two miners asked pay for six and one-half hours for

<sup>1</sup>Appendix II, District Agreement, twenty-eighth section, p. 407.

<sup>2</sup>The whole section was repeated in the Illinois District Agreement of 1928, with the following addition: "In mines where both hand loading and mechanical loading prevail, the hand loader shall not be discriminated against, and mine cars shall be divided among hand loaders and mechanical loaders in a just ratio."

## WAGES

time lost because the driver stopped their turn<sup>1</sup> on account of low road.

Taken up at the mine January 13 by operators' commissioner and union's board member and referred to the joint board. At meeting of joint group board No. 1 held in Chicago January 25, 26 and 27 the following motion carried:

That the demands of the miners in this case be acceded to with the understanding, first that we condemn the action of the drivers in stopping these men's turn without first having obtained authority from the mine manager to do so, and second we recommend that in cases of this character arising in the future that they should notify the mine manager as soon as practicable if their turn is stopped, and third that this shall not be construed so as to establish a precedent. Case 7436. File 1044. Entered January 17, 1921.

112 →

Twelve miners working in the main north section of the mine asked to have their turn made up for February 15 when they went home claiming they did not see a driver for two hours. The local union passed a resolution to the effect that if the miners did not see a driver for two hours the men had the right to go home and have the turn made up.

Taken up at the mine April 23 by operators' commissioner and union's board member and disposed of as follows:

We agree that the twelve loaders on X-3 machine shall have their turn made up for February 15, with the understanding that the resolution adopted by the local union, which provides that the men have a right to go home if they do not see a driver for two hours and then have

<sup>1</sup>That is, stopped supplying them with cars.



## LABOR AGREEMENTS IN COAL MINES

their turn made up, is hereby set aside for the reason it conflicts with the State Agreement and the regulation of the turn by the mine manager. Case 8917. File 1256. Entered April 12, 1923.

113

For several years they have had a turn board on the bottom at this mine. Recently the use of the turn board has been discontinued because representatives of the company alleged the miners were being given an unlimited turn.

Taken up at the mine July 26 by operators' commissioner and union's acting board member and referred to the joint board. At meeting of joint group board No. 3 held in Chicago August 17 the following motion carried:

That this company be instructed to keep a turn board as required by contract, and that it be agreed that there shall be no restriction at this mine as to the number of cars the men shall load, and that it is the duty of the miners to load coal as long as cars are furnished by the company to load within the eight hours. Case 9088. File 1222. Entered July 24, 1923.

### DIVISION OF WORK

While the "equal turn" attempts to equalize opportunities of the miners to earn when the mine is operating with its full force, another section of the contract seeks to divide work in a mine which is not working to full capacity. This section of the contract reads as follows:

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

## WAGES

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.<sup>1</sup>

114

A top man who was laid off when the company reduced the working force asked for a division of the top work.

Taken up at the mine January 21 by operators' commissioner and union's board member and agreed:

There are other men connected with this case, it having been agreed that the disposition of this case would also apply to them.

The evidence shows that prior to the time these men were laid off there were no regular men for regular jobs. Every man it seems worked at all different sorts of work, construction and regular top work, and the present management did not know who were the latest employed, and it appears that some of the oldest men have been laid off.

Therefore because of the circumstances surrounding this particular case we agree that the company will divide the regular top work so that each man will either be made up or held back as the case may require until all the men who were employed at the time these men were laid off will have approximately the same amount of time and then the work will be as nearly as possible equally divided. This applies to the men who are competent to perform the work and will continue until enough men leave the employ of

<sup>1</sup>Appendix II, District Agreement, twelfth section, pp. 388-389.

## LABOR AGREEMENTS IN COAL MINES

the company to leave a regular force of the size required by the company. Case 7405. File 1283. Entered January 7, 1921.

115

A man who was laid off with thirty other shift men asked for a division of the work timbering but did not demand a permanent place as timberman. He was advised by an official of the organization to accept a place digging but refused to do so. After being idle about two weeks the case was considered at the mine and this man was put back to work timbering and no demand for time lost was made until after this agreement had been reached.

Taken up at the mine February 10 by operators' commissioner and union's acting board member and the demand for pay for time lost was referred to the joint board. At meeting of joint group board No. 3 held in Chicago April 12, 13 and 14 the following motion carried:

That the claim for compensation in this case be allowed for the reason the evidence shows that this man was wrongfully caused to lose work. Case 8259. File 1229. Entered February 8, 1922.

116

Some of the top and bottom day men were laid off when one-half of the mine was closed temporarily and the miners asked that they be given an equal share of the work to be performed in their respective classes. The company objected to making a division of the work among the day hands on the ground that frequent changes would have a tendency to reduce the efficiency of the day force.

Taken up at the mine May 5 by operators' commissioner and union's board member and referred to the joint board. At meeting of joint group board No. 1 held in

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## WAGES

Chicago May 10 the case was referred back to them. They met in Peoria May 29 and agreed:

That the day men who have continued at work in those sections of the mine that have not been closed down shall be given an opportunity to decide for themselves without any interference whatsoever by or from any other members of their local union, or by any other person or persons, as to whether or not they are willing to divide their work in their respective classes with the day men who have been laid off.

That if the day men now at work decide that they want to divide their work with the day men who have been laid off, in the manner above stated, then and in that case only the company shall permit the day men now at work to divide their work equally between themselves and the men who were laid off, man for man only, provided, that there shall be no change in the positions of day men, nor in any of them, oftener than once in each pay period, semi-monthly, and such changes shall be made if at all on the first day of each pay period and, provided further, that these day men shall not be allowed to divide work or change places except within the respective classes to which they belong.

That if the day men now at work shall decide in the manner stated above to divide their work with the day men who were laid off, subject to the above provisions, then the day men now at work shall lay off for such definite length of time as will give the day men who were laid off an opportunity to obtain an equal share of the work from the beginning of their lay off.

That this agreement shall apply to the top as well as the underground workings.

That the day men now at work shall furnish the company with satisfactory proof that their decision to divide

## LABOR AGREEMENTS IN COAL MINES

their work with the day men who were laid off was arrived at in strict accordance with the provisions of this agreement, as stated in the foregoing sections. Case 8925. File 1232. Entered May 1, 1923.

### DISPUTES OVER DAY WAGE SCALES

Although the contracts in the Central Competitive Field specifically state what day wages should be paid to various classes of day labor in working underground and on the surface of the mine, disputes frequently arise as to which of the scales should apply to a particular worker. The contract provided a minimum of \$6.86 per day for general outside labor and \$7.25 for "all other inside labor."<sup>1</sup> Questions as to which scale should apply arise particularly in cases where an employe does more than one class of work. The following cases involve men employed above ground, or "top men."

#### 117

A man asked to be paid \$7.25 per shift because he cages the men in and out of the mine and has only been paid \$6.86 per shift.

Taken up at the mine February 20 by operators' commissioner and union's acting board member and agreed:

In accordance with decisions rendered in the past covering cases similar to this one, we agree that this man will be paid the \$7.25 rate for the time he is actually employed caging the men in and out of the mine. The other work

<sup>1</sup>Appendix II, District Agreement, tenth section, p. 386. These rates were established in the District Agreement effective August 16, 1920 and were continued in subsequent agreements to March 31, 1927. They were reduced in the District Agreement of 1928.

## WAGES

performed by him comes under the regular \$6.86 rate which he has and will receive for same. This to be effective from the date the case came up. Case 8767. File 1251. Entered February 20, 1923.

118

A man who had been firing on the night shift and receiving the \$7.25 rate asked for a change and he was given a place on the day shift at the \$6.86 rate. Later he asked to be paid the difference between \$6.86 and \$7.25 per shift claiming he was under the impression he was to be paid the \$7.25 rate on the day shift. The top boss stated he told these men how the rates would be changed if they changed places.

Taken up at the mine January 3 by operators' commissioner and union's acting board member and agreed:

As the evidence shows there are three other men working in the boiler room doing the same class of work this man is doing at the \$6.86 rate, which shows the rate for this class of work is \$6.86, we agree that he will be put back on the night shift as fireman at the \$7.25 rate, or if he does not care to make the change then he can remain on the present job at the \$6.86 rate. If he desires to go back to his former job then another man will be put back on the day shift at his former position. Case 9387. File 1230. Entered January 3, 1923.

119

A top man who was employed delivering coal to the boiler plant at \$6.86 per shift asked to be paid the \$7.25 rate claiming that rate had been paid for this work for a number of years.

Taken up at the mine January 3 by operators' commissioner and union's acting board member and agreed:

As the evidence shows this job has always paid the

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## LABOR AGREEMENTS IN COAL MINES

\$7.25 rate for a number of years, there being no paper rate established for this class of work, we agree that this man will be paid the \$7.25 rate from the time he was put at this class of work, as per Section 10 of the State Agreement. Case 9388. File 1230. Entered January 4, 1924.

120

A man asked to be paid the difference between \$6.91 per shift, which is the common labor rate at this strip mine, and \$7.39 per shift, which is the coal shoveler's rate, for twenty-one and one-half hours time, or \$1.29 in all, for alleged lost time on March 8, 13 and 14, while another man was employed to shovel coal which fell from the pit cars while they were being loaded.

Taken up at the mine April 5 by operators' commissioner and union's board member and referred to the joint board. At meeting of joint group board No. 1 held in Chicago April 29 the following motion carried:

That inasmuch as this man was employed as a roustabout in and around the mine and not as a coal shoveler and inasmuch as he did not work at coal shoveling for the time he is demanding the coal shoveler's rate, that the demand be denied and the case dropped. Case 9627. File 1300. Entered April 1, 1924.

## WAGES OF UNDERGROUND DAY MEN

The next cases relate to wages of mine employes working underground, and paid by the day.

121

Two loaders asked to be paid the difference between \$7.25 per shift and \$7.46 per shift for seventy-two hours worked cleaning up a fall of slate in their places.

Taken up at the mine March 8 by operators' commissioner and union's board member and agreed:

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## WAGES

As the evidence shows the two men above mentioned solicited the work and were told by the boss it would be \$7.25 per shift, we, therefore, agree to deny their demands for the twenty-one cents difference in the rate as the joint board has ruled that where the employes working at a higher scale demand work which carries a lower scale, they can only claim the lesser scale, but where the operator solicits the employe to perform work which carries a lesser scale then the maximum day rate will apply. Case 9589. File 1247. Entered March 17, 1924.

### 122

Two miners asked to be paid \$7.50 per day for taking up thick bottoms. The time books for the first half of September showed where eight men were paid \$7.25 for taking up thick bottoms and no other time books were available and representatives of the company insisted the \$7.25 rate should govern.

Taken up at the mine January 24 by operators' commissioner and union's acting board member and referred to the joint board. At meeting of joint group board No. 3 held in Springfield February 1 and 2 the following motion carried:

That the claim be denied for the reason the evidence shows the \$7.25 rate has been paid at this mine and that decisions in similar cases have established the rate of \$7.25 where the miners take the coal. Case 8216. File 1237. Entered January 24, 1922.

### 123

Two men who hand wire; help repair machines and at times carry bits were paid \$8.20 per shift until the company reduced their wages on January 11 to \$7.50 per day. The men demand that the \$8.20 rate be continued from January 11.

### 263



## LABOR AGREEMENTS IN COAL MINES

Taken up at the mine January 23 by operators' commissioner and union's board member and agreed:

Because these two men have been paid \$8.20 for the work they are now performing ever since they have been working at this mine, we agree they will continue to receive the rate as long as they perform this same class of work, unless it is jointly agreed otherwise. Case 8237. File 1251. Entered January 31, 1922.

124

Machinery has been installed to pull empty or loaded cars in the run-around on the bottom and the miners are asking the \$7.50 per day rate for the man who attaches the rope to the cars, rides the cars down and unfastens the rope and again attaches the rope to the next trip, and so on. The miners insist this work comes under the heading of tripriders and grippers.

Taken up at the mine September 24 by operators' commissioner and union's board member and referred to the joint board. At meeting of joint group board No. 3 held in Chicago October 10 and 11 the following motion carried:

That this case be dropped for the reason this work comes under the heading of work covered by the \$7.25 rate. Case 9199. File 1225. Entered September 25, 1923.

## BOYS' WAGES

The work of opening and closing doors in entries to permit pit cars to pass through is called trapping. This work is usually done by boys whose wages under the union contract range from \$4.00 to \$4.59 per day.<sup>1</sup> The daily wage rate for general inside laborers is \$7.25.<sup>1</sup> We shall see, from the following cases, that

<sup>1</sup>Reduced in 1928.

## WAGES

trappers doing other work besides trapping often consider themselves entitled to the daily wage scale governing general labor inside the mine.

### 125

A trapper asked to be paid \$7.25 per shift for five months during which time he was paid \$4.59.

Taken up at the mine March 22 by operators' commissioner and union's acting board member and agreed:

The evidence in this case shows that this trapper was throwing switches for motors in addition to trapping, and the mine manager made a statement that this trapper had never received any instructions to throw these switches and that if he was doing so he would have him stop this work as it was the duty of the tripriders to throw these switches. However these instructions have not been issued to the trappers as yet. Therefore we agree that he will be paid the difference between the \$4.59 rate and the \$7.25 rate from March 1 until he is instructed not to throw the switches, when his rate will be \$4.59. Case 8365. File 1281. Entered March 22, 1922.

### 126

A trapper asked to be paid the \$7.25 rate.

Taken up at the mine April 10 by operators' commissioner and union's acting board member and agreed:

The evidence in this case shows that the trapper received \$7.25 per day until about January 1. He was then performing work for which the \$7.25 rate applied. However he was relieved of all the work excepting trapping and was thereafter paid the \$4.00 rate.

Therefore we agree that as all work for which the \$7.25 rate applies was taken from the trapper the company was within its rights when they reduced the wages to \$4.00

## LABOR AGREEMENTS IN COAL MINES

per shift. Consequently, the claim is denied. Case 8401. File 1237. Entered April 14, 1922.

### 127

A trapper asked to be paid \$7.25 per shift claiming he was trapping one door, throwing two switches, starting and stopping the pump, throwing the generator switch, counting empty cars on the motor trip, attending two telephones and opening and closing six valves on a water pipe line, for which he has been paid \$4.00 per day. He claimed he had been paid \$4.00 per day with fifty cents extra per day for attending to the pump and generator.

Taken up at the mine January 5 by operators' commissioner and union's board member and agreed:

In view of what the testimony discloses we have agreed that the company shall allow the trapper the \$7.25 rate per day for the twenty-four days, August 26 to September 25, inclusive, as demanded, as a settlement in full of his claims in connection with this case. Case 8648. File 1048. Entered January 3, 1923.

### 128

A loader asked \$7.25 for trapping one day for which he was paid the \$4.00 rate.

Taken up at the mine January 29 by operators' commissioner and union's acting board member and agreed:

The evidence in this case shows that when the loader was asked to trap nothing was said to him about the rate to be paid, nor was anything said to him until 2 p. m. The rate previously paid in cases of this kind has been \$7.25. Therefore because of this rate having been paid and the loader not being informed that his rate would be less, we agree that the claim is allowed. Case 9455. File 1225. Entered January 30, 1924.

## CHAPTER VIII

### COLLECTIVE BARGAINING IN LEGISLATION

**I**N ILLINOIS, collective bargaining has been carried to a point where neither operators nor miners attempt to secure legislation pertaining to their industry without first agreeing upon the proposed measures. The first section of the Illinois district contract forbids either side to the agreement to "initiate or encourage the passage of laws pertaining solely to the mining industry." In effect, it makes for collective bargaining in legislation. The contract reads as follows:

This contract is based upon existing mining laws and neither party to the same shall initiate or encourage the passage of laws pertaining solely to the mining industry 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. The foregoing does not apply to proposed legislation relating to the industries of the state in general.<sup>1</sup>

The Mining Investigation Commission here mentioned represents an extension into government of the

<sup>1</sup>Appendix II, District Agreement, first section, p. 368.

## LABOR AGREEMENTS IN COAL MINES

idea of joint decisions which the procedure for settling disputes has made habitual in Illinois mines. From the political angle it embodies an idea of great importance for an industrial state—that an industry should determine its own laws, labor and management together deciding what they shall be, with the government safeguarding the public interest.

The law creating the Mining Investigation Commission went into effect on July 1, 1909,<sup>1</sup> carrying the proviso that its life should terminate upon the adjournment of the next General Assembly of the legislature. Thus the law has to be re-enacted by the state legislature at every session.<sup>2</sup> The act provides that the Commission shall consist of

three coal mine owners and three coal miners appointed by the Governor, together with three qualified men, no one of whom shall be identified or affiliated with the interests of either the mine owners or coal miners or dependent upon the patronage or good will of either, nor in political life, who shall be appointed by the Governor.<sup>3</sup>

Its duties, as specified in section four of the act creating it, are to

<sup>1</sup>Illinois Coal Operators' Association: A Brief Outline of 25 Years' History and Experience, with Special Reference to the Unusual Developments of the War Period and Subsequently. Illinois Coal Operators' Association, Chicago, June, 1921, p. 46.

<sup>2</sup>The Illinois legislature meets biennially. The Mining Investigation Law has been re-enacted at every session since 1909, except in 1923. See p. 275.

<sup>3</sup>Illinois Mining Investigation Commission, Proceedings (typewritten) of meeting October 19, 1909, also Laws of Illinois, 54th General Assembly, 1925, p. 111.

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report to the Governor and to the General Assembly at its next regular session, submitting, so far as they have unanimously agreed, a proposed revision of mining laws of the State, together with such other recommendations as to the commission shall seem fit and proper relating to mining in the State of Illinois.

If unanimous agreement is not achieved, the law requires that

there shall be submitted in like manner separate reports embodying the recommendations of any one or more members of the said commission, which said reports shall each set forth in detail the recommendation of the commissioner or commissioners signing said report and shall embody his or their respective reasons for such recommendations and his or their objection to the report of other members of the commission.<sup>1</sup>

In appointing the commissioners the governor gives due regard to the wishes of District 12 of the United Mine Workers and the operators' organizations. The operators' and miners' representatives receive no compensation other than their actual expenses; the remaining three members receive \$10 per diem in addition.

Prior to the creation of this Commission both the operators' and the miners' organizations maintained lobbies in the halls of the Illinois legislature in order to secure legislation beneficial to their own members. In 1909, when the act creating the Commission was passed, the operators' lobby was attempting to modify the state Miners' Qualification Act so as to permit one

<sup>1</sup>Laws of Illinois, 54th General Assembly, 1925, p. 112.

## LABOR AGREEMENTS IN COAL MINES

inexperienced miner to work with an experienced or certified miner. The miners' lobby then worked hard to prevent the modification of this law. It was during that session of the legislature that the operators' lobby agreed that if the miners would favor the establishment of a Mining Investigation Commission they would withdraw their efforts to secure the modification of the Miners' Qualification Act. According to Frank Farrington, it was then also understood that the Mining Investigation Commission would have nothing to do with the Miners' Qualification Act.<sup>1</sup>

Prior to this agreement,

both sides of the mining industry had been going before the legislature for about fifteen years, miners making their demands, operators theirs, both stripped for a fight and doing the best they could. The legislature kept advising them to get together and at last it was agreed that both sides should be represented on a Mining Investigation Commission before which all mining bills had to go and meet with approval before being submitted to the legislature.<sup>2</sup>

The Mining Investigation Commission thus constitutes a compromise between the opposing legislative lobbies of operators and miners. Since its appointment, the miners' position has been that on matters which would not influence the cost of production or decrease the earning power of labor they could act in-

<sup>1</sup>Illinois Mining Investigation Commission, Proceedings (type-written) of afternoon session, February 27, 1917.

<sup>2</sup>Illinois Mining Investigation Commission, Proceedings (type-written) of meeting of January 8, 1915.

## COLLECTIVE BARGAINING IN LEGISLATION

dependently of the Commission, if they chose so to do. As an example of this attitude may be cited the fact that the miners' representatives of Illinois sought to increase the personnel of the Mining Examining Board to four members instead of three without consulting the Mining Investigation Commission.<sup>1</sup> Not until 1914 did the first section of the Illinois contract, quoted at the beginning of this chapter, include its last sentence, exempting from this obligation to agree in advance on mining laws any legislation "relating to the industries of the state in general."<sup>2</sup> The miners considered this amendment necessary in order that they might be free to advocate general labor legislation.

In Illinois it has become a matter of course that unless a change in the mining law is unanimously recommended by the Mining Investigation Commission it will fail of final passage. As an example may be cited the fact that the amendment to the Wash House Law providing a certain amount of floor space for each employe using the wash house, and making other provisions in regard to sprays, and so forth, had passed the Illinois legislature in 1919 but was vetoed by the governor on the ground that the amendment had not been approved by the Mining Investigation

<sup>1</sup>*Ibid.*

<sup>2</sup>The Illinois Coal Operators' Association, the Coal Operators' Association of the Fifth and Ninth Districts of Illinois, the Central Illinois Coal Operators' Association, and the United Mine Workers of America, District 12, Proceedings of the Joint Conference, Peoria, Illinois, April 2 to May 8, 1914, p. 95.



## LABOR AGREEMENTS IN COAL MINES

Commission. The amendment to this law was promoted by the Illinois Joint Legislative Board and was intended to cover all industries of the state.<sup>1</sup>

According to an official statement of the Illinois Coal Operators' Association: "Our [Illinois] state legislature, acting upon the recommendations of the Commission, have passed, usually unanimously, all amendments submitted and have refused to consider any legislation submitted otherwise."<sup>2</sup>

## COST OF PRODUCTION AND SAFETY

The work of the Mining Investigation Commission has been confined to matters relating to the safety of the men in and about the mines. The operators' representatives guard their constituents against any measures which might affect cost of production and which might thus put the Illinois operators in an inferior competitive position in relation to other coal-producing states. That this has been a guiding principle in formulating new legislation is shown by the following quotation from a letter addressed by the Commission to the governor, embodying suggested modifications in the mining laws.

The amendments recommended are by no means all the measures that individual members have desired or proposed,

<sup>1</sup>Joint Labor Legislative Board of Illinois, Report on Legislation, 51st General Assembly, 1919, p. 11.

<sup>2</sup>Illinois Coal Operators' Association: A Brief Outline of 25 Years History and Experience, with Special Reference to the Unusual Developments of the War Period and Subsequently, p. 47.

## COLLECTIVE BARGAINING IN LEGISLATION

but all that the various minds of the commission could be brought to agree on at this time. We found that much of what might be urged for further security of life and property in coal mines cannot at present be recommended to be enacted into law for the reason that the coal mining industry of Illinois would be put at too great a disadvantage in being thus forced to compete with conditions in other states.<sup>1</sup>

As another example of this attitude of the operators may be cited the fact that during the sessions which the miners' and operators' representatives held prior to the meeting of the 1925 legislature, the miners' representatives sought to get the operators' representatives to agree to the introduction of a new law which would compel every bituminous coal operator to rock dust "the top, bottom and sides of all main haulages, entries, air courses and all rooms and pillar workings to within forty feet of the working face." The measure was urged by the miners as necessary to put a stop to fatal accidents from explosions, but it was opposed by the operators on the ground that it would increase the cost of production.<sup>2</sup>

### TYPES OF LAWS RECOMMENDED

The work of the Mining Investigation Commission has resulted in numerous amendments to the law in

<sup>1</sup>Illinois Mining Investigation Commission, Report (typewritten) to Governor Frank O. Lowden and the Members of the General Assembly, Springfield, Illinois, June 5, 1919.

<sup>2</sup>United Mine Workers of America, District 12, Report (typewritten) to President Frank Farrington by Joe Somers, Charles Melvin and Frank Johnson, July 1, 1925.

## LABOR AGREEMENTS IN COAL MINES

Illinois. This is not the place to attempt a history of these changes in legislation. Illustrations may be given, however, of the subjects in which the Commission has been interested and the reasons which it gives in its reports to the legislature for recommending specific laws.

It has concerned itself with the Mining Examining Board, because upon that Board devolves the necessity for passing upon the qualifications of miners and holding examinations for technical men in the mines, such as electrical hoisting engineers. The Board grants, and may cancel, certificates to mine managers. In 1921 the Commission recommended increase in compensation for the members of this Board. It established certain requirements regarding the Board's meetings for examination of mine managers, steam or electrical engineers and mine examiners, designed to give the best facilities to the largest number of candidates and to provide men competent to handle new work, like electrical hoisting.

On the subject of shot firing, detailed requirements were incorporated in the law, in the interest of safety. For instance, no shot may be fired unless there is one foot of fuse protruding from the mouth of the hole. A shot firer may not return to a missed shot until sufficient time has elapsed for safety. Shot firers must be citizens and speak English, and the Commission explained that this is "in accordance with the policy of Americanization and for the reason that they deem it

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advisable that anyone engaged as a shot firer shall speak and understand the English language, so no mistake will be made in conveying or giving orders."

Gaseous mines are to be examined more frequently. Careful specifications are made regarding approach to abandoned workings, to make sure that accumulations of water or of gas are discovered before the miners' lives are endangered thereby. The use of electricity in mines is very carefully regulated, to avoid the danger of fires. As a sanitary measure, careful directions are given regarding wash houses.

It is interesting to note that in the one year in which, apparently through a fluke, the legislature failed to re-enact a law establishing this Commission, namely, in 1923, the representatives of operators and of miners met voluntarily. There were no representatives of the public with them, but otherwise they did their work in the usual way and recommended amendments which were introduced into the legislature of 1925 and enacted into law. At the same time, that legislature re-enacted the law establishing the Commission.

The three representatives of the miners made a report of their work in this 1923 informal group to the president of District 12. This report sums up the general purpose of the Commission as the miners saw it. The purpose, they said, was twofold: (1) to "insure a greater measure of protection to the lives, limbs, and health of those engaged in the hazardous occupation of mining coal"; and (2) to

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enable the coal operators of this state to avail themselves, in a lawful way, of their unabridged right, under the terms of the bituminous coal commission's award, to introduce any new or untried methods of mining that would tend to conserve the coal deposits, increase production, or lessen the cost of operation.

Speaking for the miners, these representatives said:

We realize that the primary purpose of our negotiations with the Representatives of the Coal Operators was to secure some amendments to the law which would tend to reduce the hazards of the coal mining industry and thereby minimize the number of fatal and non-fatal accidents which yearly occur in the coal mines of this state.

As to the difficulties of arriving at an agreement, they reported:

Much of the material presented we failed to agree upon, principally because it involved a possible material increase in the cost of production, and was rejected by the operators as being impracticable at this time, due to the unstable condition of the industry.

As to laws advocated presumably by the operators, the miners' representatives reported their agreement on the ground that these laws would "operate to the advantage of our membership in the form of more steady employment by placing the industry in this state on a more secure economic basis through the introduction of modern methods of mine operation." In that sentence is contained the keynote of the Illinois

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miners' co-operation in management as it is affected by labor legislation.<sup>1</sup>

### UNIFORM MINING LEGISLATION

In its 1915 report, the Mining Investigation Commission asked Governor Dunne of Illinois to invite representatives from various coal-mining states to a conference on uniform mining legislation. The reasons for this proposal are found in the following quotation from the report to the governor:

We found that much of what might be urged for any further security of life and property in coal mines, as also for the conservation of coal deposits, cannot at present be pressed or recommended to be enacted into law for the reason that a number of other states have held back in the matter of mining legislation, and the industry of our own state would be put at too great a disadvantage in being thus forced to compete with conditions in such other states.

It is easily conceivable that a similar fear of pressing remedial legislation of this character exists in the minds of men in sister states. In other directions, as for instance in the case of negotiable instruments, this situation has been met by having an interstate commission agree upon proposed uniform legislation, which was afterward adopted by many of the states from which representatives to such a commission had been sent.

We respectfully recommend that you, as the chief executive of this state, by and with the consent and authority of the General Assembly, issue a call or invitation to the

<sup>1</sup>United Mine Workers of America, District 12, Report (type-written) to President Frank Farrington by Joe Somers, Charles Melvin and Frank Johnson, July 1, 1925.

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governors and legislatures of other states interested in the coal mining industry to join with you in a selection of an interstate commission to agree upon remedial uniform legislation governing the coal mining industry, thus eliminating the elements of interstate competition from the problem of safeguarding lives and property in this important industry.

Under existing conditions in some of the states, the industry actually enjoys a premium for unsafe conditions in comparison with the men engaged in the mining industry in the State of Illinois. These are evils directly flowing from a want of uniform legislation governing the coal mining industry.

We respectfully recommend that you suggest suitable legislation to the General Assembly to enable you to issue such call to co-operate with sister states in the creation of such a commission and the bringing about of such uniform legislation.<sup>1</sup>

Apparently the effort to bring about uniform mining legislation had no result and was never made again by the Illinois Mining Investigation Commission.

### INVESTIGATIONS BY THE COMMISSION

Prior to the convening of the Illinois General Assembly, the Mining Investigation Commission holds hearings regarding possible improvements in the mining law. As stated above, the objects of the Commission are to increase safety and to protect life and property. When accidents occur, the members of the Commission make investigations of the causes with a view to preventing them in the future. Thus, in its

<sup>1</sup>Report (typewritten) by Governor Frank O. Lowden to the 50th General Assembly, 1917.

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1915 report to Governor Dunne of Illinois, the Commission said:

Since this Commission was organized, a serious disaster occurred at Royalton, Ill., the causes of which the Commission investigated.<sup>1</sup> We found that the accident occurred not so much through any defect in existing laws as through failure to observe such laws, and we respectfully suggest that the governor specially call attention of those connected with the operating and superintending of the mine, to this subject and further recommend that the State Mining Board and State Inspectors be encouraged in the full exercise of the supervision and control vested in them by law.<sup>2</sup>

While the Commission as a whole makes investigations into mine disasters which occur during its sessions, the miners' representatives on the Commission are specifically charged with the duty of looking into all reported law violations and accidents occurring in the mines of the state. They make periodic reports of their activities to the district president. The following letter is illustrative:

Herrin, Illinois, June 30, 1921.

Mr. Frank Farrington, President  
District 12, U. M. W. of A.  
Springfield, Illinois

Dear Sir and Brother:

We beg leave to submit to you the following report of our work on the Mining Investigation Commission.

<sup>1</sup>A gas explosion killing 52 miners occurred in the North Mine of Royalton, Illinois, on October 27, 1914.

<sup>2</sup>Illinois Mining Investigation Commission, Report (typewritten) to Governor Edward F. Dunne and the members of the General Assembly, April 10, 1915.



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During the year 1920 there has been a series of disasters in the mines of this state. Mine No. 19, Producers Coal Company, at West Frankfort, had two explosions. Old Ben Corporation, Mine No. 6, at West Frankfort, had an explosion. O'Gara, No. 6, at Eldorado, had an explosion. All of these were disasters that could have been prevented if common sense and the rudimentary principles of mining had been followed. Other smaller accidents have happened, one after another, till it seems that the open season on coal miners has arrived. Accident after accident has occurred. Many of our members have been killed or injured, the number being enormous.

We decided to go to the different camps, where the accidents have occurred, and find out the cause of the accidents and figure out some way to amend the mining law so that a similar accident could not occur.

We found that at No. 19 Mine of the Producers Coal Company, at West Frankfort, the disaster had occurred because the mine had not been examined thoroughly. According to the custom in that mine, the examiners only examined the rooms on each panel that were working. The old rooms were examined by a safety-first man periodically. Gas gathered in the old rooms and a fall, on two occasions, pushed the gas out on our members, and an explosion occurred.

At Old Ben No. 6, at West Frankfort, we could not decide who was at fault, but we think the assistant night boss and our own members were careless.

At Eldorado, in the O'Gara No. 10 Mine, we found that the mine manager had sent shift men to work in territory that had not been examined for six months. This disaster was absolutely the fault of the mine manager in violating the existing laws. The case is in the hands of the

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state inspector and as yet he has done nothing to the man responsible for the death of our members.

At the request of Board Member Pietzack, we went into this district and visited several mines. We found numerous cases where our members had just cause to complain about the air. We also found numerous cases where places had caved in and been allowed to stand for three or four months. These places shut the air off the men, and the inspectors were lax in enforcing the existing laws.

We also went into District 2 and found the same conditions prevailing; but as the existing laws were strong enough to cover these cases, we could do nothing for them, as we could find no way to put backbone in some of the inspectors.

We divided and visited the wash houses in different localities. We found that a great majority of the wash houses were unsanitary. One wash house had only a wooden trough for the men to wash in. The dirty water from one flowed to the other man who was trying to wash. There is nothing in the present law to prevent this. Other wash houses had tubs, some had hand basins, some had showers, and others were so flimsy in construction that you could see through them. We decided to try to remedy these conditions.

In our visits we covered Perry, Franklin and Saline counties. These counties are more or less gaseous. We knew that if we so amended the law to make the gaseous field safer the other field would also benefit.

We also visited LaSalle, Ladd, Spring Valley, Roanoke, Peoria, and many other camps in our search for information. We believed these visits were necessary in order to get facts before the Mining Investigation Commission, as to why we wanted certain amendments to the mining law. Our time was so limited we could not visit all the differ-

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ent districts, but we covered the districts where most of the complaints came from.

During our sessions the disasters at Dowell and Womack occurred. We immediately went there to find out what caused them. We found that the Womack explosion was caused by a tight shot. At Dowell we could not determine what caused the fire, but we found that the coal company had transformers underground with no protection against fire. We decided, at all costs, to insist that the laws be so amended that the transformer stations be fireproof in construction.<sup>1</sup>

### JOINT COMMITTEES' SHARE IN ENFORCEMENT

The joint action of representatives of miners and operators does not end with the enactment of laws. The joint action which is taken to administer and interpret the labor agreement extends to the enforcement of the state mining law. A section of the state agreement gives the mine management the right to discharge an employe for violating the letter or the spirit of the law. This section declares that "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."<sup>2</sup>

The same contract<sup>3</sup> further provides that the operators shall keep sufficient blankets, oil, bandages and

<sup>1</sup>Report (typewritten) to President Frank Farrington, District 12, United Mine Workers of America, by Joe Somers, Charles McMahan and Dennis Morefield.

<sup>2</sup>See Appendix II, Illinois District Agreement, fifth section, p. 371.

<sup>3</sup>*Ibid.*, twenty-seventh section, p. 407.

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first-aid equipment and shall "provide suitable ambulance or conveyance readily available at each mine" in order to take "injured persons to their homes after an accident."

A few cases have arisen under the first section of the contract here quoted, requiring the miners to do their work in accordance with the state mining law.

### CARRYING LIGHTED CIGARETTES

The laws of Illinois make it unlawful "to carry an open light, pipe, cigarette, cigar, or matches, in a mine, section of a mine or place worked by the light of the safety lamp."<sup>1</sup> A miner caught violating this law is subject to discharge through the union contract, just quoted, which re-enforces the law. The following case is an illustration.

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The miners asked that a trip rider who was discharged because one of the face bosses claimed he found him smoking a cigarette in the mine be reinstated with pay for lost time.

Taken up at the mine February 11 by operators' commissioner and union's board member who agreed that the man would be allowed to return to work and signed the following statement referring the question of compensation to the joint board.

We agree that the man will be allowed to return to work pending a decision of his case before the board and should the board decide from the evidence that he was not smoking then he will be allowed to remain at work and com-

<sup>1</sup>Illinois Department of Mines and Minerals, General Mining Laws, effective July 1, 1925, p. 52.

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pensation paid him for the time he has been off. Operators' commissioner feels that smoking by employes during working hours in this mine has become a serious question and one that should be solved in a way that would wipe out the practice.

At meeting of joint group board No. 3 held in Chicago March 11 the following motion carried:

That on account of confliction in the evidence this board is unable to determine whether or not this boy was smoking and that he be allowed to continue at work and compensated for the time he was off with the understanding that the company was within its rights in prohibiting smoking in the mine. Case 9517. File 1262. Entered February 11, 1924.

### LIFE AND FIRE CHECKS

The Illinois mining law also provides that "no mine employe shall enter or leave a mine without indicating the fact of entering or of leaving said mine by some suitable checking system provided by and under the control of the mine manager."<sup>1</sup> In compliance with this provision of the law, miners are furnished with numbered "life checks," or "fire checks," as they are called. When a miner enters the mine, he must hang up his check on a board at the bottom of the mine; and when he leaves the mine, he must take this check with him and hang it on a board usually situated in the wash house, or else he must put the check in a box in the wash house. The purpose of this law and of the checking system is to enable the management to know whether any of the miners are in the mine. The

<sup>1</sup>*Ibid.*, p. 53.

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management must have this information, particularly in cases of mine accidents or fires. It must have this information also for the guidance of the shot firers, as they are prohibited from firing shots while miners are at work. Another important reason for the use of life checks is that when the mine examiner finds that a certain working place in the mine is dangerous, either because of the presence of gas or because of some other condition, he must leave with the mine manager the life check of the miner whose place he found in a bad and unsafe condition.

The method of handling the checking system is a matter of local agreements, and is illustrated by the following:

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A loader was discharged December 19 for taking his buddie's check and carrying it out of the mine.

Taken up at the mine December 30 by operators' commissioner and union's board member and agreed:

The miners now ask that this man be reinstated and paid compensation for the time he has been idle. The commissioner for the company feels that he had no right to take another man's life check out of the mine as he admits he did, but as he has lost several days now and as the company is willing that he be not further penalized we, therefore, agree that he be reinstated and paid compensation from the time he cleaned up his coal, and in the future no man will be permitted to take the life check of an employe out of or down the mine, as per the state law. Case 6484. File 1111. Entered December 26, 1919.

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A miner asked compensation for one day when he lost time because his fire check was not on the board.

Taken up at the mine January 26 by operators' commissioner and union's board member and agreed:

From the evidence adduced the miner must have given his fire check to the cager the night previous to the day in question, or there would have been some evidence to the contrary. On this particular morning he told the assistant and mine manager that his check was not there, and we feel that it was the duty of the mine manager to have made some arrangement for the miner to have gone down to work, which he failed to do. Therefore, we agree that the demand is sustained. Case 6550. File 1229. Entered January 24, 1920.

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Several miners who failed to deposit their fire checks in a box on top at the end of their shift were fined and asked that these fines be refunded.

Taken up at the mine August 2 by operators' commissioner and union's subdistrict president and agreed:

The evidence in this case shows that the men had been carrying their checks home for some time and that these fines were assessed without any advance notice having been given by the mine manager of his intention to promulgate such a rule. For this reason we agree that the demands are sustained with the understanding that both sides will get together and establish a rule that will eliminate the practice of miners carrying fire checks in their pockets. Case 7842. File 1110. Entered August 9, 1921.

That the coal miners and operators of Illinois have established the habit of collective action is illustrated

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in a very significant way in the work of the Mining Investigation Commission. If the coal industry of the country as a whole is to be brought through its present difficulties of disorganization, there would seem to be in this commission the germ of an idea susceptible of development on a national scale. With the first-hand and technical experience of miners and operators, it combines the public interest.



**PART THREE**  
**ENFORCEMENT**

## CHAPTER IX

### ENFORCEMENT OF THE CONTRACT

**T**HE question of whether or not the union contract is enforced is of vital importance, but to answer it definitely is difficult because the two sides give different testimony. During the general bituminous coal strike of 1919-1920 the operators publicly accused the miners of having violated their contract. During the subsequent hearings before the President's Bituminous Coal Commission, also, the operators submitted figures intended to show that the miners considered the contract a "scrap of paper" and that strikes in violation of it were frequent, in spite of "strike-proof" clauses. Likewise later before the United States Coal Commission the operators' associations of Illinois filed statements of alleged illegal strikes since 1897. To this the Illinois miners' union, District 12 of the United Mine Workers, filed a detailed reply.<sup>1</sup>

A number of Illinois operators interviewed in this study had decidedly different opinions from some who testified before these commissions. Indeed, they were unanimous that the union officials of District 12 were responsible persons and that they were fully co-operat-

<sup>1</sup>Brief of the Illinois Mine Workers, submitted to the United States Coal Commission, United Mine Workers of America, District 12, undated.

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ing with the operators in the enforcement of the contract. Several ventured the suggestion that certain operators were speaking solely for "public consumption" when they made statements before these federal commissions. In order to gain a full appreciation of the facts concerning the actual enforcement of the union contract, it is necessary to consider carefully what criteria should reasonably be set up, and what facts are available as tests.

### CRITERIA OF SUCCESSFUL ENFORCEMENT

It appears clear that while 100 per cent enforcement might be the desideratum in everyday relationships between operators and miners, such a criterion cannot be accepted as a fair measurement of success. When it is borne in mind that the union contract is operative in coal fields in which are employed miners of diverse races and nationalities, many of whom are unable to read the contract in the English language, the difficulties become clearer. In Illinois, the district contract is printed in several languages; but in other states of the Central Competitive Field, the union leaders have taken the point of view that those who cannot read the contract in English should try to learn to do so and thus become Americanized. But even if the contract were printed in all the languages spoken by the several national and racial groups of miners, there would still be those who would not be reached because of illiteracy, or because of lack of interest, and a general inclination to leave it to the union officials.

## ENFORCEMENT OF THE CONTRACT

What is true of the miners is true, perhaps in a lesser degree, of mine managers and superintendents. Their indifference is due, also, in part at least, to the fact that the operators' associations maintain commissioners whose special duty it is to know the contract and to interpret it. Moreover, the provisions are numerous and detailed. Whatever the reasons, it is conceded by both operators and miners that violations often occur solely because of unfamiliarity with the agreement on the part of mine managers and miners.

Perhaps under the most favorable conditions, complete enforcement cannot reasonably be expected. If civil and criminal laws were universally observed, there would be no need of police systems and of courts, and the work of legislators would be all that would be required. The very inclusion of penalty provisions in civil and criminal law indicates anticipation of violations. They also indicate intent to enforce. The labor contracts in the several districts of the Central Competitive Field, as we shall see, also prescribe penalties, because violations have occurred in the past and are expected to occur in the future, but both sides agree to provide a spur to observance. Certainly 100 per cent observance is not anticipated either by miners or by operators.

To the provision of penalties as evidence of intent to enforce may be added the criterion of good faith on the part of the leaders of both parties to the contract. Are the officers of the United Mine Workers and the offi-

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cials of operators' associations doing everything within their power to effect enforcement?

### PENALTIES

Before discussing the adequacy of enforcement, it is important to define what constitutes a violation, and what are the penalties. Both operators and miners think of violations in terms of strikes which occur during the life of a contract. To discourage these strikes, the joint conference of operators and miners who formulated the Washington Wage Agreement of October 6, 1917, incorporated in it the following resolution:

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 agreement 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.<sup>1</sup>

In compliance with the mandate of this resolution, the organizations of operators and miners of Illinois amended the penalty clause, which had been in force in District 12 since 1908, so as to make it "automatic," that is, collectible by the employer from pay envelopes without the procedure of joint conference or giving a hearing to the miners. Moreover, the operator was

<sup>1</sup>Operators of the Central Competitive Coal Field and United Mine Workers of America, Proceedings of Joint Conference, Washington, D. C., September 25 to October 6, 1917, p. 75.

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penalized for not collecting the fine. As then amended, the penalty clause in the Illinois district contract read:

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.

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, shall be fined Three (\$3.00) dollars each, and for each additional day or part of a day they remain idle, a continuing fine of One (\$1.00) dollar per day.

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

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

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.<sup>1</sup>

<sup>1</sup>The Illinois Coal Operators' Association and the Coal Operators' Association of the Fifth and Ninth Districts of Illinois and the Central Illinois Coal Operators' Association and the United Mine Workers of America, District 12, Agreement for the period beginning November 1, 1917 and extended during the continuation of the war and not to exceed two years from April 1, 1918, twentieth section. This automatic provision was amended in the Illinois contract in 1920, as will be seen later in this chapter, and was retained in the agreement of 1924-1927. See Appendix II, District Agreement, twentieth section, pp. 399-401.

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This penalty clause refers particularly to abrogations of contracts in local mines. It is very seldom that either operators or miners charge a general violation of an interstate contract, though outstanding instances will be mentioned later. In all the districts comprising the Central Competitive Field, the district organizations of the United Mine Workers of America reserve the right to take independent action, that is, to resort to strikes, in matters not covered by the contract and upon which no satisfactory agreement can be reached. In Chapter III, Plan of Administration, we have seen that the sub-districts under their respective contracts also reserve the right to resort to a strike in a mine when the two sides fail to reach a satisfactory settlement of a dispute. In such situations, of course, the operators' associations, also, have the right to resort to the lockout. However, neither independent action nor the lockout is in practice utilized to any appreciable extent, and nearly all stoppages of work in local mines constitute voluntary action taken by the miners involved, at their own risk. They are characterized as "wildcat" or "stampede" strikes. These are the strikes to which the operators usually point as violations of contract.

While the automatic penalty clause is, in the opinion of operators' and miners' representatives, an effective check upon wildcat strikes, it is itself solely responsible for some strikes. When miners feel that a fine has been taken out of their wages unjustly, they sometimes strike for a refund. Often it is impossible for

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the operators to tell who of the miners are responsible, and consequently they fine them all. Thus, for instance, when the strike is caused by "day men"—not those who mine—and the whole mine is thrown idle, the company is likely to fine all the miners working at the time of the strike, even though they would have continued to work if they could. Or just the reverse may happen. Loaders may throw the mine idle and prevent the day men from working the whole day, and the company for lack of full information is likely to fine the day men as well. Thus another strike may be precipitated to recover fines when some of the employes feel themselves unjustly treated, or a strike may be called for the purpose of recovering the whole fine.

In Illinois, the penalty, which from 1917 to 1920 was automatic,<sup>1</sup> was changed in the contract of 1920-1922. The fine is still "checked off," that is, taken out of wages, when the mine is thrown idle, but it must be refunded if the miners' representatives do not agree with the operators that the fine should have been imposed. In case of disagreement the matter is finally referred to arbitration, like any other dispute.

### UNAUTHORIZED STRIKES IN ILLINOIS MINES

The following are typical cases of strikes or shut-downs in violation of contract in Illinois, which have been adjudicated in the regular procedure of settling disputes:

<sup>1</sup>That is, the fine was imposed and collected by the employer and not, as earlier, by mutual agreement with the union.



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### *Strike Because of Condition of Wash House*

On the morning of January 23 the pipes on one side of the old wash house were frozen and it was too cold to be used that day. The miners claimed the new wash house was also cold and that their clothes were not dry but this is denied by the company. All of the men went home with the exception of about twenty diggers and thirty-five day men and the mine had to be closed. The company collected a fine of \$3.00 each from all the men except those who reported for work and those who were ill or had some good excuse, and the miners asked that the fines be refunded.

Taken up at the mine March 6 by operators' commissioner and union's acting board member and referred to the joint board. At meeting of joint group board No. 3, held in Springfield March 13 and 14, the following motion carried:

That inasmuch as there is a conflict in the evidence as to whether or not the wash house was too cold, that the fine will be refunded with the understanding that the offense will not be repeated by the miners and if there is any question as to the condition of the wash house it will be taken up with the State Inspector, as provided by law. Case 4995. File 1244. Entered March 4, 1918.

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### *Strike Because of Alleged Lack of Railroad Cars*

On February 12 and 22 the miners refused to work because the company had less than 10 cars on the track. On February 12 they had 5 cars on the track at starting time and 24 more were placed at 8:30 making 29 cars for the day. On February 22 they had 7 empty cars and 2 partly loaded cars on the track at starting time and 24 more came

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in at eleven minutes before 8 o'clock which is starting time at this mine. The miners asked that the fine assessed against them for the suspension be refunded.

Taken up at the mine March 5 by operators' commissioner and union's acting board member and agreed:

We agree that the fines assessed against the men on February 12 and 22 be not refunded as it was a violation of the agreement. However, any individual miner who was fined on either of the above dates, who can bring in sufficient and satisfactory proof that he should have his fine refunded, shall have his fine refunded by the company. Should there be a dispute over the remittance of an individual fine then the said dispute shall be referred up the same as any other grievance. Case 5017. File 1203. Entered March 15, 1918.

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### *Strike Because of Alleged Broken Scales*

Mine was closed from February 23 to March 1 when the miners refused to work, claiming the scales were out of order. The employes were fined \$4.00 each on account of this suspension and asked that the fine be refunded.

Taken up at the mine March 15 by operators' commissioner and union's acting board member and referred to the joint board. The joint board referred the case to a committee consisting of two operators and two miners, which decided the case as follows:

That the demand of the miners for a refund of the fine amounting to \$4.00 each be denied by the operators for the reason that the miners held the mine shut down for two days after the State Mine Inspector had tested the scales and found them to be in correct weighing condition and posted a notice to that effect. Case 5069. File 1266. Entered March 26, 1918.

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### *Strike Because of Demand for Discharge of Mine Manager*

The mine was thrown idle by the miners July 2 to enforce a demand for the discharge of the mine manager. The company asked the penalty provided for offenses of this kind be imposed and that the pit committee be deposed.

Taken up at the mine July 18 by operators' commissioner and union's board member and agreed:

That the mine was laid idle on July 2, 1921, by the miners and mine laborers going out on strike in violation of the joint agreement and that the penalty provided for offenses of this kind in Section 20, paragraph (b) of the State Agreement shall be imposed upon each of the employes at this mine who participated in this strike.

The charges preferred against the pit committee were not, in our judgment, sustained by the testimony, the demand for the deposition of three members of the pit committee is, therefore, denied. Case 7803. File 1274. Entered July 18, 1921.

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### *Strike Because Cage Was Out of Order*

The company asked that employes be fined under Section 20, paragraph (b) of the State Agreement claiming they were guilty of closing the mine in violation of the agreement when they refused to go below on one cage on the morning of February 2. The miners insisted they were afraid to go down because the top cager who usually examined and repaired the cages signed the book indicating that both cages were in good condition that morning when the safety catches on one of the cages were out of order.

Taken up at the mine February 3 by operators' commissioner and union's board member and disposed of as follows:

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We agree to drop the question of imposing the fine for this offense for the reason that the top cager neglected his duty and he did sign the book that both cages were in good working order on that morning when one of the cages was out of order and had been so the day before. Case 8287. File 1220. Entered February 17, 1922.

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### *Strike Because of Dust on Haulage Road*

The company asked that fines be assessed and collected for suspension November 22, 1924. The miners claimed they refused to work because of the dust on the haulage road. This question had been taken up with the superintendent and he went with the members of the pit committee and made an investigation and later had twenty-three cars of coal loaded off the haulage road and had the roadway sprinkled. The following morning the men refused to go below although the pit committee advised them to go to work.

Taken up at the mine December 11 by operators' commissioner and union's subdistrict vice-president and referred to the joint board. At meeting of joint group board No. 3 held in Chicago December 17 the following motion carried:

That it is the sense of this joint group board that the men at this mine violated the contract in laying the mine idle on November 22. Case 9967. File 1296. Entered December 5, 1924.

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### *Strike Because of a Fatal Accident<sup>1</sup>*

The operators asked that fines be collected for suspen-

<sup>1</sup>Fatal accidents and consequent funerals figure prominently in the number of "strikes" in violation of contract. All the contracts in the districts of the Central Competitive Field contain provisions to the effect that in case of an accident result-

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sion January 5 when only fifty-two men went to work and all the others remained idle on account of a fatal accident in the mine the day before.

Taken up at the mine January 16 by operators' commissioner and union's board member and referred to the joint board. At meeting of joint group board No. 3 held in Chicago January 21 the following motion carried:

That it is the sense of this group board that the men who laid off on January 5 violated the agreement.

Operators' commissioner and union's board member met at Harrisburg February 14 and agreed:

That the fines of four men be refunded for the reason that they were absent from the mine on account of a funeral of a relative of theirs on that date.

That the fines of two men be refunded for the reason they had not started to work at the mine on this date.

That the fine of one man be refunded because he was off attending to legal business.

That the fine of one man be refunded because he is an apprentice.

That the fine of one man be refunded because of proven sickness in the family.

That the fine of one man be refunded because the management knew he was off on account of sickness.

That the fine of one man be refunded because he was the buddie of the man who was killed.

ing in an instantaneous death the operation of the mine may be discontinued for the remainder of the day, but that work, at the option of the operator, must resume the day following the accident. See Appendix II, District Agreement, fifteenth section, pp. 395-396. It sometimes happens that the miners of a local will decide to attend the funeral of a deceased brother in spite of the provision of the contract. Or, again, it may happen that without a formal resolution the mine employes will individually or collectively decide to stay from the mine on the day of the funeral.

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Operators' commissioner refused to refund the fine of another man, claiming that his reason for not working on this date was not valid. Case 15. File 45. Entered January 9, 1925.

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### *Strike Because of a Funeral*

The company asked that the men employed at this mine be fined for closing the mine down on May 18 on account of a funeral.

Taken up at the mine June 23 by operators' commissioner and union's board member and agreed:

Section 15 of the State Agreement was violated, but owing to the circumstances surrounding this case we agree that the collection of the penalty in this case be waived with the following understanding: That Section of the State Agreement shall be applicable at this mine from this date on and we will not recognize the alleged local understanding at this mine in the future and the men must work on days of funerals in compliance with the contract or pay the penalty. Case 279. File 15. Entered June 23, 1925.

### CAUSES OF UNAUTHORIZED STRIKES

To the causes illustrated in these disputes, others may be added. Strikes frequently occur right after the signing of a new contract, with which some may be dissatisfied. Thus, for instance, after the 1920-1922 contract was signed on the basis of the award of the President's Bituminous Coal Commission, irregular local strikes occurred throughout all districts to establish a five-day week, which the miners had demanded but the Commission denied them. The strikers in some mines made no formal demands upon the operators,

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but merely declared that they were going "fishing." In Ohio, Commissioner Albasin, of the Pittsburgh Vein Operators' Association of Ohio, stated in his weekly report of April 12, 1920, that on April 5 of that year "only about 20 per cent of the mines were working. The others were idle on account of day men refusing to resume work for the scale provided by the majority report of the Bituminous Coal Commission."

Excitable members of pit committees, as well as excitable mine managers, cause some of the shutdowns in violation of contract. Sometimes they have called the miners out on strike on the ground that the mine manager or superintendent failed to recognize them in their official capacity, or in order to induce higher officials to act quickly on some pending dispute.

Several representatives of operators' associations stated that mine managers are often responsible for illegal strikes. They do not all know how to handle men. Instead of seeking to adjust a dispute amicably, they at once take a belligerent attitude and bring about ill feeling and a consequent strike. The same, of course, is true of pit committees. Lack of familiarity with the provisions of the contract, particularly on the part of mine managers and pit committee men, also results in unauthorized strikes. Accurate information as to the number of these strikes is not available. Concerning the importance of such stoppages of work, the United States Coal Commission says:

Local strikes have occurred with more or less frequency

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in practically all districts, union and non-union. Their number has varied greatly from district to district and from mine to mine within the same district. There is no accurate record of the number of local strikes in the different districts. The Geological Survey figures do not separate them from strikes to secure the basis of an agreement nor from strikes at the end of an agreement period. Furthermore, there is reason to believe that to the non-union operator an essential feature of a "strike" is that it is called by the union, and that, therefore, he does not report all cessation of operation due to labor difficulties. For these and other reasons no successful attempt has been made to present a statistical study of local strikes.

Within the union fields, an orderly method is provided for the settlement of disputes and the strikes that occurred in these fields were usually in violation of the agreement. They may or may not have been preceded by violations on the part of the operator but usually they occurred over petty irritations which are always likely to arise among fairly large groups of men working together. Often the immediate cause of the strike was some very trivial matter, back of which was a series of grievances or a history of constant friction between management and men. Less often the strikes were called over some real issue, representing an attempt by the union to change the terms of the agreement before the agreement expired or sometimes a protest over changes made by the management which they considered interfered with their rights under the agreement. In only one or two districts were these strikes in violation of the agreement called by the district president. In these districts there was a clearly defined policy by the district officials of using the right to strike to extort from the management whatever could be gained by force or threats of force.



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The significance of these strikes is not measured by their effect on production, for except in the districts already mentioned they cause very little reduction in total output. With greater regularity of operation they would become important for their effects on production, but at the present time their chief significance lies in their effect on industrial relations.<sup>1</sup>

Whatever else may be said as to the relative responsibility of operators and miners for strikes in violation of contract, the number of such strikes, as shown in figures given by either side, is fairly negligible, compared with the number of disputes which are amicably adjusted by operators' and miners' representatives in all of the districts of the Central Competitive Field. Amicable adjustment of disputes is the general rule in the everyday relationship between miners and operators under the union contract, while the wildcat strike is the exception, though not the rare exception, which, as we shall see presently, is not condoned by the officials of the union.

### UNION LEADERS' EFFORTS TOWARD CONTRACT OBSERVANCE

Operators interviewed in this study in the several districts of the Central Competitive Field, with rare exceptions, had nothing but praise for the efforts of the union officials to bring about strict observance of the contract by the rank and file. As a matter of fact, it has been the expressed policy of union officials in

<sup>1</sup>United States Coal Commission Report of 1925, Part III, pp. 1291-1292.

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these districts to prevent illegal strikes. At every opportunity they have tried to impress upon the men in the mines the sacredness and inviolability of the contract. This has been true not only of the international officials but also of district and subdistrict officials. Examples of utterances of union leaders in favor of rigid observance of the contract are very numerous and can be traced from the early history of the union to the present time. Even as far back as at the annual convention of the United Mine Workers of America, held in Indianapolis in 1902, John Mitchell, then president of the union, said:

Violations of the letter or spirit of our joint agreements on the part of both operators and miners have been less numerous during the past year than ever before, and the bond of mutual respect has perceptibly increased. It is, nevertheless, true that in some instances individual operators and local unions have sought to obtain temporary advantage by evading, if not deliberately repudiating, some provisions of our joint agreements. Against such practices on the part of either miners or operators, I have constantly and vigorously advised. There is no one argument which the employers of labor use with more telling effect against the trade unions than the thoughtless violations of contract provisions upon the part of their members. It should be borne in mind that the provisions of our joint contracts cannot be enforced in the courts; labor organizations can neither sue nor be sued, and inasmuch as the honor and good faith of both parties are the only guarantees of the fulfillment of the terms of an agreement, it is doubly incumbent upon us to carry out religiously the letter and spirit of such agreements. Of course, there are many sec-

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tions of our national and district contracts which are repugnant to our sense of right; but we should not lose sight of the fact that we enter into these agreements with full knowledge of their requirements; and we cannot, without loss of honor and prestige, and incalculable injury to our movement, escape the responsibility of rigid and faithful compliance with those sections which happen to be unfavorable to us. I have always advised our members to contend for the highest rate of wages and the most favorable environment consistent with market conditions, and have even advised asserting the strength of our organization to influence the coal markets; but when the contract is made and signed, if we expect the operators to carry out those provisions that are advantageous to us, we, in turn, must carry out just as explicitly those provisions which are unfavorable to us.<sup>1</sup>

At the first biennial convention of the union, in 1914, John P. White, then president of the international, said in regard to the question of violations of contract:

The success of our movement depends largely, if not wholly, upon a rigid enforcement of all contracts that have been legally entered into. One of the worst evils with which our organization has to contend, and one that brings sharp criticism, is the local and unauthorized strike. Such strikes have occurred on numerous occasions, sometimes in opposition to all that the district officials could do to prevent them.

. . . . .

This evil is not confined to any particular locality, but can be found in nearly every district at some time or other.

<sup>1</sup>United Mine Workers of America, Proceedings of the Thirteenth Annual Convention, Indianapolis, January, 1902.

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However, I wish to commend the general discipline of our local unions and membership, and the criticism herein is made solely with a view to correcting evils that are impairing the efficiency of our movement. I hope the convention will not overlook this matter and that it will place its seal of disapproval on the actions of these locals that are disposed to ignore the laws of our organization and lightly regard their contract obligations.<sup>1</sup>

Similar utterances can be found not only in all of the reports of international officials to the international conventions but also in most of the reports of district and subdistrict officials to district and subdistrict conventions. The efforts of the union leaders in behalf of contract observance are not confined solely to admonitions. Every now and then they take away charters from recalcitrant locals which, in spite of advice, persist in continuing on strike. Penalties are not confined to revocation of charters, but more often offending members are fined according to the provisions of the contract. In Illinois and Indiana the fine has been imposed more frequently than in Ohio or western Pennsylvania.

According to the Illinois district contract, half of the fine is given to the operators' association and the other half to the district union. Between January 1, 1919 and January 1, 1924, there was paid into the Illinois district treasury the sum of \$53,651.78, which represents half of the fines assessed against the union

<sup>1</sup>*Ibid.*, Proceedings of the Twenty-fourth Consecutive and First Biennial Convention, 1914, vol. 1, pp. 80-81.

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members of that district. By joint agreement \$25,769, out of the \$53,651.78 in the union treasury, and an equal amount from the treasuries of the operators' associations, was refunded to the men.<sup>1</sup>

Fines are often returned, even though the violations of contract are not disputed. Unlimited use of the fining system would cause too much irritation among the miners and would result in a greater number of strikes. The very "checking off" of the fine—taking it out of wages—is calculated to act as a disciplinary measure. It is important to remember in this connection that the imposition of the fine is accomplished through the medium of the check-off. Without the check-off it would not be easy to collect fines from union members against the union, as the operators would be obliged to pay the miners their full earnings and then depend upon the voluntary return of the fines. Fines, it should be added, are collected not only for unauthorized strikes but also for loading dirty coal, which is, also, prohibited in the contract. These fines are also collected through the check-off. The disciplinary value of the check-off is often overlooked by those who regard it merely as a means to strengthen the union treasury and to enforce the closed shop.

<sup>1</sup>Between January 20, 1921 and August 8, 1925, \$18,710.76 was paid into the treasury of the Indiana Bituminous Coal Operators' Association in fines for illegal strikes precipitated by the members of the Indiana district. Of this amount, \$841.67 was subsequently refunded, so that the net amount retained by the Association was \$17,869.09.

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### THE ILLINOIS INSURGENTS' STRIKE<sup>1</sup>

Insurgent, stampede, wildcat, rebel or outlaw strikes, as they have been variously designated, take place without the sanction of the union. They are in effect strikes against both the employer and the union official. An insurgent strike characterized by a feeling of intense virulence against union officials began in Illinois early in August, 1919, about six weeks prior to the calling of the Cleveland convention. The trouble had not quite abated when the convention was called, and it seemed to threaten the unity of the district organization. While the strike was essentially an outburst against the continuation of the Washington Wage Agreement,<sup>2</sup> its progress was marked by sustained and repeated attacks upon the officials of the Illinois district, and it offered an opportunity for leadership by political radicals organized in the Socialist Labor Party. The immediate cause was the penalty provision in the Washington Wage Agreement of 1917, together with the unrest and discontent which arose out of chaotic conditions in coal mining after the signing of the Armistice.

A further incident was the Tom Mooney Congress which was held in Chicago in January, 1919, to protest against the life imprisonment of Tom Mooney in

<sup>1</sup>The Illinois insurgent strike, which is here briefly summarized, was fully analyzed in the course of this study in 1920, soon after it occurred. Corroborative facts will be found in *Rebellion in the Labor Unions*, by Sylvia Kopald, Boni and Liveright, New York, 1924.

<sup>2</sup>See p. 316.

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California, convicted on circumstantial evidence of murder resulting from a bomb thrown into a "preparedness" parade in San Francisco in 1916. A resolution was adopted, calling for a referendum on a general strike to start on July 4, 1919. The Trade Assembly of Belleville, Illinois (then a mining town of about 20,000 population), and a number of miners' local unions sent delegates to this congress. Soon after its adjournment the Southern Illinois Mooney Defense League was organized and received the endorsement of the second annual convention of the seventh sub-district of the miners' union in Illinois, held in March, 1919. The international officials advised the Belleville delegates against taking any action in the Mooney affair, because such action would be contrary to contract, but the convention decided to take a referendum vote on the proposed sympathetic strike in spite of the advice of their international officials. Again, contrary to their advice, the men in several mines in the district did not report for work on July 5 and remained out of the mines from one to five days, and several for longer. It has not been possible to ascertain the exact number who participated in this demonstration in favor of Tom Mooney, but this sympathetic strike resulted in an almost complete tie-up of the Belleville subdistrict and a considerable cessation of work throughout the state.

### FINES FOR MOONEY STRIKE

Not until July 30, or about three weeks after they

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struck in behalf of Mooney, did his striking sympathizers discover in their pay envelopes that they had been fined for having stayed home on July 5 and several days thereafter. (For work performed between the first and fifteenth of a month the miners receive pay on the last day of the month.) This, in the face of severe unemployment, outraged the miners, and thereafter the strike fever spread. Meetings were held. The Socialists entered in, but their call to join a movement to bring in socialism and to win "the mines for the miners" appears to have had less weight with the miners than their low earnings and the imposition of the "automatic" fines. An insurgent policy committee called on the international officials to secure a new national agreement, now that the war was over.

The District Executive Board decided against the calling of a special convention. Thereupon the Policy Committee issued a circular calling upon all local unions to elect delegates to a convention to be held in Springfield, Illinois, on August 19, 1919. According to this circular the purpose of the convention was to devise ways and means of securing an immediate readjustment of the wage scale and to "transact such other business as may properly come before the convention."

On August 19 delegates from 141 local unions assembled in Springfield. It was an illegal convention, condemned as such by regular district officials. In a circular issued on August 16, President Farrington advised all officers and members of the union that no



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accredited officer of the United Mine Workers would be in attendance and that all resolutions adopted by the convention would be "absolutely ignored" for the reason that the convention was "illegally called by self-constituted leaders and in absolute contravention" of the requirements of the district constitution. In the same circular President Farrington advised the members that he had received authority from Acting President Lewis to revoke the charters of rebellious local unions. The circular also warned the members that emissaries of the Socialist Labor Party and the Industrial Workers of the World were seeking to wreck their union.

However, in spite of the warnings of their president, the delegates, representing about one-fourth of the membership of the district union, met for three consecutive days and adopted various resolutions. The resolutions adopted called for the release of Tom Mooney, political prisoners and conscientious objectors, and called for impeachment charges to be started against President Farrington as well as against "members of the Executive Board, Vice-President, and Secretary-Treasurer for misappropriation of funds of the district organization and malfeasance in office."<sup>1</sup> But the most significant resolution adopted was the one declaring the object of the strike accomplished and calling upon the members to return to work. Accord-

<sup>1</sup>Typewritten copy of the stenographic report of the Proceedings of the Illegal Convention, Springfield, Illinois, August 19 to 21, 1919.

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ing to this resolution it was the object of the strike that a special convention be called for the purpose of modifying the then existing wage scale and abrogating the Washington Wage Agreement. The resolution declared this purpose accomplished in view of the fact that the international officers had arranged for a conference with the operators on September 25 to negotiate for a new wage agreement.

However, the insurgent strike did not terminate with the closing of this convention, apparently for the reason that some strikers found themselves unable to get back their jobs. When the Policy Committee learned of this, they issued a call for a general strike. The response was faint, but those who remained on strike became more active than before.

On August 26 the Illinois District Executive Board announced that the Board would revoke the charters of local unions still on strike by August 30. On September 2 the charters of 24 local unions were revoked by the District Executive Board.

The officials of the district organization apparently did everything possible to induce the miners to abandon the insurgent strike. "Acting" board members were appointed, in addition to regular members, to meet the strikers all over the state, to plead with them to return to work. District 12 spent over \$27,000 to suppress the strike. Union officials opposed it from its very inception, and finally revoked local union charters. Such insurgent strikes are unusual and cannot

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fairly be considered as violations of the union contract. They certainly cannot be pointed to as examples of bad faith on the part of union officials in the enforcement of the contract to which they are signatories.

### NATIONAL STRIKE OF 1919-1920

The same period which produced this "outlaw strike" led also to the national strike of 1919-1920. The operators declared it to be a violation of the interstate contract, but those interviewed in this study said that it was the first violation of the interstate agreement in the history of collective bargaining in the coal industry.

The causes of this strike are too many and deep-seated to be described in detail in this chapter. Suffice it to say that the so-called Washington Wage Agreement which the miners' union abrogated on November 1, 1919, by calling a strike, was signed in Washington, D. C., in September, 1917, and was to last "during the continuation of the war, but not later than March 31, 1920." Since the Armistice with Germany was signed on November 11, 1918, the miners' union took the position that the war had terminated, and that they could not wait until formal proclamation of peace. The operators, on the other hand, maintained that the signing of the Armistice did not constitute termination of the war and that the strike of the miners on November 1, 1919, though a year afterward, was therefore in violation of the Washington wage contract.

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The strike, of course, was called as a result of discontent among the miners, due to the widespread unemployment which affected the industry almost immediately after the Armistice. General unemployment in the industry and high costs of living were chiefly responsible. But whatever the merits or demerits of the miners' case, the calling of this strike stands as the only instance of an alleged violation of the interstate joint contract by the miners' union.

To balance this alleged violation of an interstate contract by the union stands the alleged violation of the Jacksonville Interstate Joint Agreement of 1924-1927 by a group of operators. This contract was signed in February, 1924, to last until March 31, 1927. According to the leaders of the miners' union, several large coal companies deliberately violated it. The union's contentions are shown in the following sections of a letter sent to President Coolidge by John L. Lewis, president of the United Mine Workers, under date of November 21, 1925.

In February, 1924, the operators and miners of the central competitive bituminous coal fields consummated a wage agreement designed to expire by limitation on March 31, 1927. With this instrument as a base supplemental agreements of similar nature were executed between operators and miners in contiguous and outlying coal districts. The accomplishment met with general public approval, as the agreement gave promise of security and advantage to the public with respect to the factors of continuous supply and price. Agencies of the Federal Government co-operated

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in making possible the agreement, the Departments of Justice, Commerce and Labor participating.

The twelfth annual report of the Secretary of Commerce for the fiscal year ended June 30, 1924, at pages 13 and 14, states as follows:

"Through co-operation by the department with the unionized operators and with the leaders of the United Mine Workers a long-term agreement has been entered upon which insures industrial peace in the industry. . . . The industry is now on the road to stabilization. . . . No better example of co-operation to secure the elimination of national waste can be presented. The past year, as compared to the year 1920, shows a saving to the consumer of about \$1,000,000,000, which must be reflected in decreasing costs of production in every avenue of industry and commerce."

Without question, the foregoing declaration of accomplishment by the Federal Government in the public interest was heartily approved by every thoughtful citizen.

Notwithstanding the acknowledged virtue of the before-mentioned contract, I am compelled to authoritatively advise you that substantial coal-producing interests, signatories to the arrangement, have violated and repudiated their written word of honor and in so doing have impaired the integrity of the wage structure throughout the entire bituminous industry. . . .

The Federal Government upon occasion, and from time to time, has intervened in the coal industry. Not alone the operators but the miners have felt the weight of its influence and regulated their policies accordingly. In all respect, the mine workers now inquire whether the Federal Government desires to intervene to maintain the morality and integrity of the existing agreement in the bituminous coal industry.

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If it should occur that the Federal Government is disposed not to intervene for the protection of a meritorious wage agreement, might the mine workers believe that their own efforts in that direction may be considered as justified?<sup>1</sup>

### SUMMARY

It is difficult to summarize such fragmentary data on so important a subject as the enforcement of the contract. The typical everyday occurrences in the relations between the operators and the miners in the Central Competitive Field, as shown in the preceding chapters, are the amicable settlements of disputes. Strikes during the life of the contract are doubtless exceptions. Those which took place in the Central Competitive Field in 1917, which led to the adoption of the automatic penalty clause, and in the year following, are chargeable both to the operators and the miners, for the operators were, at least in some cases, responsible for violating the contract by paying extra bonuses to get labor, thereby causing further violations. Strikes in normal years are chargeable largely to the miners. However, a large number could no doubt be averted by concerted action on the part of mine managers and pit committees. If mine managers, for instance, were to give more attention to wash houses, there would be less occasion for violations of contract. Again, if some pit committees and mine managers were more conciliatory, other occasions for strikes in violation of contract would be removed. If both operators' representatives

<sup>1</sup>New York Times, November 23, 1925.

## LABOR AGREEMENTS IN COAL MINES

and union officials, particularly in Illinois, could bring about quicker settlement of some cases, further occasions for strike violations would be removed.

An important fact to be borne in mind is that unauthorized strikes, opposed by both the operators' and the union's representatives, must always fail of their object, and the striking miners return to their tasks fined and humiliated, though perhaps even more disgruntled. Another important fact is that in strikes in violation of contract, demands for higher wages are practically never made and, of course, never granted. The conspicuous exception to this is the widespread strikes of the day men after the signing of the contract on the basis of the award of the President's Bituminous Coal Commission. In this case, however, many operators agreed with the miners that the day men did not get a "fair shake."

The union leaders, certainly not the higher officials, are not "paid apologists" for contract violations. They are fully cognizant of their responsibility, and they have been carrying on a systematic campaign of education among the members on the "sacredness of the contract" and the importance of full compliance with its provisions. The rank and file of the miners have been well educated to the idea of the importance of enforcement. Even the radicals of the union do not generally counsel violations, but instead urge efforts toward more favorable provisions.

As regards union leadership, then, it can safely be

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said that strikes in violation of contract occur in spite of it, not because of it. It was impressive that most of the union officials interviewed in this study, like the operators' representatives, were in favor of the automatic penalty clause, while most miners seemed decidedly opposed to it.

In most strikes in violation of contract, the striking miners believe, or are led to believe, that they are striking because the operators have violated it. Thus, for instance, unauthorized strikes occur because the miners demand the reinstatement of a fellow worker who they think was discharged in contravention of the agreement. In other instances they refuse to go down into the mine because, in their estimation, the operator violated the local agreement by calling them out to work when an insufficient number of railroad cars was ready at the mine. Although, of course, there are among the miners those who believe that the contract is only a capitalistic device between the corrupt union official and the operators to keep the miners in submission, the majority are for strict observance.

It is important to point out that in all likelihood the number of local strikes in the several districts of the Central Competitive Field would be by far greater without an agreement than with it. A number of representatives of operators were asked whether they would prefer to run mines under non-union conditions. Nearly all, mine superintendents and operators' commissioners, said that they would rather work with the



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union contract than without it. One operator ventured the explanation that, since the miners were organized anyway, it was best to have a union. It was one thing to have a non-union mine if the miners had never been organized, and quite another to operate a non-union mine when the miners have grown accustomed to organization.

If, for example, it were possible for operators in Illinois to operate their mines without signing a contract either with the international, district or local union, would there be as little interruption as now? In the absence of the union contract, every one of the hundreds of differences and disputes occurring between management and miners would be a potential cause of a strike. This, in fact, is not wholly supposititious. In Illinois in 1927, when the United Mine Workers had failed nationally to negotiate an interstate agreement, both operators and miners found the change disadvantageous, after thirty years of collective bargaining. Both sides co-operated in winning the state agreement of 1928.

## CHAPTER X

### SUMMARY AND CONCLUSION

**T**HE principal object of this study was to discover whether the day-to-day settlement of disputes in Illinois had resulted in fairly consistent principles of practice and procedure which could be summed up in the form of an industrial code. This examination has led to the conclusion that the various provisions in the union agreement are actually so interpreted as to define the rights and duties of mine management and of miners. Drawing together here the formulations offered in preceding chapters, we may establish the following code:

#### THE MINERS' CODE SUMMARIZED

##### *Hiring and Reinstating*

1. The operator, or other person to whom the authority has been delegated, may hire whomever he pleases, provided he does not discriminate against miners for being active in their union affairs.<sup>1</sup> Where discrimination is alleged by an applicant for employment, he must prove such discrimination.

2. Mine employes who are laid off during slack times, when the mine ceases to operate, must be reinstated in their former positions when operations are resumed, provided the employe laid off applies for work within a reasonable time.

<sup>1</sup>As we have seen, the 1928 contract requires him to give the preference to a union man if competent. Before that it was understood that if a miner were not a member of the union he must join as soon as he was hired.

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3. Mine employes laid off because of a reduction in the working force must be reinstated in their former positions when the management again increases the force.

4. A mine employe who ceased working because of an injury sustained in the course of employment must be reinstated in the position he held prior to his injury, provided he is physically able to do that work.

### *Discharging*

1. A miner may be discharged for loading impurities with coal, if it be an "aggravated case," but

(a) The coal inspector may not be influenced either by the mine management or by the miners in his decision whether the impurities constitute an aggravated case, and

(b) The coal inspector must not know whose coal he is examining.

(c) *But* the coal must be kept 72 hours, so that if the decision is disputed there may be evidence upon which to reverse it through the procedure for adjustment.

2. In the event that the mine manager, or other representative of the operator, interferes with the coal inspector in the performance of his duties by counseling a discharge or expressing an opinion as to the quality of the coal mined, the discharged employe is entitled to reinstatement.

3. A mine employe must obey orders given by mine managers or top foremen; otherwise, he may be discharged.

4. A mine employe may be discharged for using abusive language or for fighting with another employe; or for failure to work eight hours, if he has work to do; or for being absent from work for two consecutive days, unless (a) he has first secured permission from the mine management to absent himself; or (b) he can prove that he

## SUMMARY AND CONCLUSION

or a member of his family has been sick during his unauthorized absence.

5. The burden of proof in cases of discharge is upon the mine management. The charges against a discharged employe, if contested, must be adequately proved; otherwise, the miner is entitled to reinstatement, with compensation for time lost.

6. If the evidence in a discharge is conflicting and no conclusive facts can be adduced proving the charges preferred the employe is reinstated but without compensation for time lost.

7. A discharged employe who "draws his time," i. e., takes his wages, at the time of his discharge, or after it, except on regular pay days, has no case; he may not ask for reinstatement. By so doing he is considered to have severed his connection with his employer.

### *Mine Management*

1. The pit committee must confine its activities to settling disputes referred to it either by miners or mine management.

2. Mine managers and their assistants must confine themselves to supervisory work; they may not perform labor for which a scale of wages is specified in the union contract.

3. The management may change starting and quitting time only with the consent of the miners concerned or their union representatives.

4. The management is free to introduce any and all labor-saving devices.<sup>1</sup>

5. While experimenting with new labor-saving devices

<sup>1</sup>The questions connected with the introduction and use of machinery have been since 1927 the subject of a state agreement instead of local agreements, and a Joint Commission is studying conditions as a basis for a final agreement.

## LABOR AGREEMENTS IN COAL MINES

day wages may be substituted for piece rates or tonnage rates, provided the day wages paid to men operating the new machines are equal to the wages earned by men performing similar labor in and about the mine.

6. Mine managers may select whomever they please to operate new machines, but competent miners already in the employ of the company are to be given preference.

7. The mine manager may transfer company men to other occupations for which the same, or a higher, wage scale prevails.

8. In changing men to other jobs, their earning capacity may not be reduced, provided they are competent in the performance of their regular work.

9. A mine employe changed to another job must be competent to do the work to which he has been transferred.

10. When a vacancy occurs, the mine management may promote to a higher position a competent employe who has the longest service record, if such a procedure has been the custom in the mine. In mines where no such custom prevails, the management is free to employ any one when a vacancy occurs.

11. The management has the right to "double shift" for development purposes and for purposes consistent with safety and proper ventilation in the mine.

12. In the absence of special compelling reasons, machines may not be worked at night that are not being used during the day. In other words, work that can be done during the day may not be done at night.

13. The management may change company men from day shift to night shift and from night shift to day shift, at the same rates of pay or higher.

14. Men having the longest service record on the night shift are to be given preference on vacancies occurring for similar jobs on the day shift.

## SUMMARY AND CONCLUSION

### *Wage Disputes*

So many diverse problems occur in the settlement of disputes over payments for dead work and for other tasks for which a wage scale is not established in the contract that it was found impracticable to work out a definite industrial code in the chapter on Wages. But in analyzing disputes brought together in that chapter certain decisions are seen to contain the material for a code. Among these may be mentioned the following:

1. Miners are entitled to extra compensation for any timbering they may do other than that required for their own safety and the security of their working places, when directed by the mine manager to do the extra work.

2. If the miner has to leave his place because of water conditions, the mine management must give him other work, or else employ him to bail the water out of his room.

3. Deductions from wages for loading dirty coal are authorized only when the responsibility of the penalized miner is fully ascertained.

4. The decision to pay for cleaning coal, and how much, is governed mostly by custom in the particular mine. There are so many degrees of impurity that it would be impossible to establish a detailed scale of compensation governing all instances.

5. The operator must pay the miner for lost coal if the management is in some way responsible for the loss.

6. The management must pay for lost tools only when the loss was occasioned under conditions specifically mentioned in the union agreement.

7. The mine management is not responsible for the loss of powder which the miner uses in blasting down the coal,

## LABOR AGREEMENTS IN COAL MINES

for the reason that the contracts make no provision for such losses.

8. The miners must be paid for lost time, if, and when, the company is responsible for the loss of time and the consequent lessening of earning power.

The rules and precedents just outlined may be considered as governing working conditions in the mines and as limiting and specifying the rights of the mine management in its direction of the working force. It is not maintained that there are no exceptions to these rules. This study of numerous decisions seems to show that these rules in general govern relations between management and employes in the industry. In the courts of law one may find conflicting decisions on labor laws, but the decisions as a whole generally enunciate guiding principles. It is in this sense that the industrial code in the mining industry is submitted. The rules contained in this code are by no means fixed and rigid, and contrary precedents may be found in settlements of similar disputes. But the acceptance of more or less uniform procedure is discernible.

The Illinois district contract provides that decisions made in accordance with it "shall govern like cases during the life of the contract, or future contracts, with like provisions, unless otherwise stipulated in writing in the decision."<sup>1</sup> It was the general consensus of opinion of the operators' commissioners and of the miners' officials interviewed that even cases in which explicit statement is made that they are not to be regarded as

<sup>1</sup>See p. 390.

## SUMMARY AND CONCLUSION

precedents also influence decisions in similar cases. One union official explained that the knowledge that a certain case was decided in a certain way, though it was declared not to be a precedent, has a psychological effect upon the members of a tribunal. Thus it comes about that the accumulated decisions constitute a code of practices governing the relations of men to management and supplementing the expressed provisions of the contracts. The advantage of deciding cases on precedent and thus forming an accepted code is that it simplifies procedure and expedites their disposition. It may, also, so affect practice in the mines, as actually to prevent disputes.

It should be borne in mind that *the decision as to whether or not a certain precedent is applicable to a certain case always depends upon joint agreement.* Thus, if the operators' representatives desire to dispose of a certain grievance in accordance with some precedent, the representatives of the miners may disagree as to the applicability of the precedent to the dispute under consideration, and this prevents a settlement along the suggested lines. This acts as a safeguard against any possible attempts on the part of the operators' representatives to make use of precedents unfavorable to the miners, and vice versa. The attitude of the union officials as well as of the operators' representatives in handling disputes is decidedly that of the lawyer who is intent upon winning his case regardless of its merits. This is particularly true when the case is



## LABOR AGREEMENTS IN COAL MINES

of a doubtful nature and is one which may be variously decided under the contract.

Some miners declared that the union executive board members who handle cases for them are inclined to "throw the case away" in order to ingratiate themselves with the operators. This suspicion, while it may be true in rare cases, seems unwarranted. It is predicated upon the fact that the operators often recruit their commissioners from the ranks of ex-officials of the union and that they are more likely to pick a man who has shown himself favorable to their cause by deciding cases in their favor. The contrary, however, is probably true, as the operators are much more likely to pick as their commissioner a union official who is loyal to the union's cause and who shows a knowledge of the contract by winning cases for his clients. Then, too, the chances of being re-elected as union official are much greater than of being appointed commissioner by the operators.

Interviews showed almost unanimous opinion on the part of operators in the Central Competitive Field regarding the methods of settling disputes employed in their respective districts, with reservations on a few points. That serious delay occurs in the handling of some disputes was generally conceded, but this was condoned because of its inevitability. More important was the fact that the operators of Indiana, Ohio and western Pennsylvania qualified their approval because no provision was made for compulsory arbitration.

## SUMMARY AND CONCLUSION

Thus, for instance, a superintendent of a prominent Indiana coal company said that there ought to be a higher court of arbitration in that state to which all cases disagreed upon by the secretary of the association and the president of the union should go. Opinion of the operators appeared to be unanimous as to the undesirability of retaining the right of the district union to call a strike because of inability to agree upon the disposition of disputes arising in its mines. The feeling that strikes should not be called by the district organization was, of course, fully consistent with the idea that arbitration should be resorted to in disagreements on the settlement of disputes.

It should be noted in this connection that in most disputes the coal company is the defendant, because nearly always the miners are demanding some kind of concession from the companies. The companies are naturally inclined to have as many courts of appeal as possible. Nevertheless, the desire for a court of arbitration upon disagreed disputes, as a substitute for strikes, is not necessarily the result of a conviction that arbitration would redound wholly to the advantage of the companies affected, but arises out of a wish to avoid possible loss incident to strikes.

A number of operators interviewed expressed the opinion that many miners start disputes because they feel that they have nothing to lose, but something to gain. However, no basis of fact was found for this opinion. It is true that miners as well as mine man-

## LABOR AGREEMENTS IN COAL MINES

agers sometimes start disputes because of a belief, based upon lack of knowledge of the contract, that they have suffered some wrong. In many cases the pit committee will tell the miners so deluded that they have no case. If the pit committee will not do so, the subdistrict president will yield the case on that ground. This is also true of the commissioners, who make short work of disputes if the mine manager who started the dispute has no case.

Certainly no such unanimity of opinion was found among the miners in regard to the methods employed in settling disputes. To begin with, it seems that the miners' officials sometimes express opinions more akin to those of the operators than to the ideas of the miners they represent. The miners' official, with whom handling disputes is a vocation, develops a more conciliatory point of view than that of the miner whose dispute is handled. Thus, for instance, while among the miners delays in settling disputes are condemned as inexcusable, the miners' official handling disputes, like the representative of the operators, condones delay because of its inevitability. One miner said that the union official who handles disputes for the miners is an intermediary between the operator and the miners rather than the men's representative exclusively.

It should not be understood that among the miners' officials there is agreement on the value of the methods of settling disputes in their districts. But the higher officials of the district unions interviewed almost in-

## SUMMARY AND CONCLUSION

variably expressed themselves in favor of the methods of settling disputes in vogue in their respective states. "Our system of handling disputes is not perfect, but is one which we have worked out by experience," is the general comment made by most of them. This opinion is also shared by the operators and their representatives as well as probably by the majority of the miners. In all districts, however, men are found who are thoroughly dissatisfied with the methods employed. In Illinois, for instance, a number of subdistrict officials told the writer that they ought to possess more authority under the contract. This opinion was based upon their belief that they were as competent as the district executive board members to handle disputes, and that the right of superintendents to refer cases to commissioners of the operators' associations to which they belonged delayed settlements. No doubt, either side is tempted to refer a dispute higher when the facts in the dispute seem to favor the other side.

The temptation to refer a dispute higher affects not only mine managers, superintendents and commissioners, but also pit committees, subdistrict presidents and executive board members. This temptation grows out of a desire to shift responsibility for losing a case. Thus, for instance, a superintendent who feels that he is not as familiar with the contract as the commissioner whose sole duty it is to interpret it, is tempted to disagree with the subdistrict president and to refer the case to the commissioner. Similarly, the subdistrict

### LABOR AGREEMENTS IN COAL MINES

president, in order to avoid rendering a decision against his constituents, is tempted to refer the dispute to the district executive board member. This is no doubt a factor in delaying cases and is thus a source of weakness in the methods of handling disputes.

It cannot be said, however, on the basis of experience, that a considerable proportion of cases are deliberately referred up to a higher tribunal. Approximately 17 per cent of the cases handled by subdistrict officials in Illinois, it was estimated, are referred to district officials. These cases referred to higher joint committees do not, of course, all indicate a desire to shift responsibility, but represent in the majority of instances honest failure to agree.

Some members of pit committees interviewed said that it would be to the best interests of the miners if the pit committee were permitted to call a strike in event of the failure of the mine management to agree with the pit committee upon the disposition of a case. The chief argument offered in favor of the right of the pit committee to call strikes was that it would eliminate delay in handling cases because the mine management would be more willing to settle with the pit committee for fear of the consequences of a disagreement. A larger number, however, expressed the contrary opinion that it would be suicidal to let the mine committee have this right to call a strike. They were convinced that the power would be misused and would lead to numerous avoidable strikes. Both operators and miners

## SUMMARY AND CONCLUSION

engaged in collective bargaining are convinced that strikes are generally harmful to both sides and that their avoidance should always be sought in all disputes.

The right to strike, as we have seen, is retained by all the district organizations, with the exception of Illinois. But even the Illinois district organization retains that right in certain instances. There is little doubt that the relative success of arbitration in Illinois has been due to the personnel of the arbitration commission. In Illinois no reflection upon the honesty or integrity of the personnel of the arbitration commission was ever encountered in this inquiry. The only criticism centered about the length of time it took to dispose of disputes through arbitration. This criticism, however, does not imply any fault inherent in arbitration, for the reason that cases thus referred are usually old before they reach that stage. It is not arbitration, but the right to refer a dispute from one tribunal to another, including the arbitration tribunal, which causes delay.

The methods of settling disputes in vogue in the several districts in the Central Competitive Field have been evolved as a result of long years of experience in doing the same things over and over again. They represent attainments in self-government in industry arrived at jointly by both operators and miners. Where interests are not identical it behooves either side to endeavor to secure such modifications of the existing practices as would better serve their respective interests.

## LABOR AGREEMENTS IN COAL MINES

The spirit of compromise and reciprocal concessions which is governing relations of labor and capital in the union coal fields may be relied upon to reduce to a minimum the differences resulting from conflicting interests.

### ENFORCEMENT

As for the enforcement of union agreements in the Central Competitive Field, the conclusion of this study is that compliance with the contract is the general rule. It is true that strikes in violation of the agreement have occurred in all districts of the Central Competitive Field. Often better management of men would have avoided these strikes. Analysis of causes shows such preventable conditions as unjust discharges, bad condition of wash houses, bad air in the mine, absence of enough railroad cars so that the miners thought it not worth while to go down into the mine, imperfect scales, alleged discrimination in hiring and unfair imposition of fines under the automatic penalty clause.

In judging the effectiveness of the control of the union over its members to avoid strikes in violation of the contract, the attitude of the union officials must be noted. This attitude is clearly against such strikes. The district contracts provide penalties for offenders, which are actually invoked. Regarding petty strikes in violation of the district contracts in the Central Competitive Field, the report of the United States Coal Commission says:

The study of the investigators in the various fields indi-

## SUMMARY AND CONCLUSION

cates that the elimination of local strikes is primarily a problem in administration on the part of the union and secondarily on the part of the management and of the joint adjustment machinery.<sup>1</sup>

Although collective bargaining in the Central Competitive Field has been in vogue for more than four decades, there is still much room for improvement in the technique of enforcement, as in other matters relating to contractual relations between the mine management and their employes. The same may be said of the administration of courts of justice, even though these tribunals are much older than collective bargaining in the Central Competitive Field. The fact that union agreements are not lived up to in every detail is not to be condoned, nor is it to be regarded as an inherent weakness; but it is a defect to be studied earnestly and remedied by both parties.

The purpose of the contract is to protect the workers from the unnecessary hardships of indiscriminate discharges, from discrimination in hiring, and particularly from such management of the mine as might deprive the worker of his full opportunity to gain a livelihood while employed. Just as the mine workers have no right under the contract to make any district, subdistrict or local rules which might increase the operator's cost of production, so does the operator, or his representatives, have no right so to manage his working force as to decrease the earning capacity of his

<sup>1</sup>United States Coal Commission, Report of 1925, Part III, p. 1292.



## LABOR AGREEMENTS IN COAL MINES

employes during the life of the contract. We have seen, for instance, from the cases cited, that the mine management might decrease the opportunity of the men employed to earn full wages by engaging more piece workers than are needed to produce the company's required tonnage.

The union contract is an effective, living instrument. Its provisions are continuously debated by representatives of operators and miners and are effectively governing the relations of management to employes. In quite a distinct sense, the miners, through their union, exert an influence upon managing the mine in so far as it relates to the working conditions of employes, though the union has frequently disclaimed any idea of seeking to share in management.

The management of all mines is left either to the mine manager or to the superintendent of the mine. The rules established through the agreement and its interpretation are rather negative than positive. If all mine managers and superintendents were faultless and fully capable to direct their employes in a spirit of impartiality and with total fairness to all workers concerned, there would still be reason for permitting the workers to exercise a voice in matters pertaining to their welfare in the course of their employment. But when it is remembered that mine managers and superintendents, like other human beings, are subject to errors of judgment as well as to other frailties of disposition and temperament, the justice of the imposition

### SUMMARY AND CONCLUSION

of reasonable restrictions upon their right to direct the working force becomes more apparent.

Let us take some concrete illustrations. The mine manager is responsible for getting out coal as cheaply as possible. To accomplish this, he may be tempted to do a number of things which are not quite in harmony with the interests of the workers under his charge, who are seeking to make a living for themselves and their families. He may be tempted to load more coal from rooms nearer the shaft or from rooms with thicker veins of coal, and to send the mine cars to those places, thereby neglecting the miners who are working in places where the digging is harder. To prevent this, the contract provides for an "equal turn" of cars. Not only may the mine manager be tempted to send more cars to some miners than to others in order to get the coal out faster and cheaper, but he may also be tempted to afford his personal friends the opportunity to earn higher wages. Again, the mine manager or superintendent may have personal prejudices or may lose his temper, resulting in the discharge of a competent man. The mine manager may be disposed to employ too many, even though it may react to the disadvantage of all the men engaged. In so far as the union restricts a superintendent's right to hire additional employes to the number required to load the company's desired tonnage, it is protecting the miner against lower earnings, while not necessarily acting against the interest of the operator.

## LABOR AGREEMENTS IN COAL MINES

The achievements of collective bargaining should not be judged solely from the standpoint of increased wages and shortened hours, important as these are. The spiritual values gained by collective bargaining should also be considered. The organized worker feels that he can deal on equal terms with his employer in matters pertaining to his employment. The dignity which attaches to the sense of equality in the working relationship established by a written contract with the whole group of employes is one of the spiritual values accruing to the workers under a system of collective bargaining. The knowledge that he has this protection against unjust discharge or indiscriminate assignment to a bad working place is as important to the miner as getting a higher rate of wages for the work he performs.

In short, collective bargaining carries with it not only material values but also spiritual values, which should be considered of no less importance. The contract, as it operates in the Central Competitive Field, is a give-and-take proposition. Sharing rights of management in regard to working conditions yields the direct benefit of a freer, more satisfied and therefore more efficient body of workers.

## **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
Trappers -----	.75
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, 1927<sup>1</sup>

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

1912-1914 1924-1927<sup>2</sup>

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].)<sup>3</sup>

<sup>1</sup>Taking 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.

<sup>2</sup>Prices for pick-mined coal in the agreement of 1924-1927.

<sup>3</sup>In agreement of 1917, "back for local settlement" is substituted.



LABOR AGREEMENTS IN COAL MINES

1912-1914 1924-1927

Third vein and associated mines, including third vein at Streator, including twenty-four inches of brushing-----	\$ .90	\$1.37
Wilmington and associated mines, including [Cardiff long wall and] <sup>1</sup> 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.)

<sup>1</sup>Omitted in agreement of 1917.

## AGREEMENTS IN DISTRICT 12

	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
---	-----	------

### THIRD DISTRICT

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

### FOURTH DISTRICT

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

LABOR AGREEMENTS IN COAL MINES

1912-1914 1924-1927

Taylorville, Pana, Tower Hill, Litchfield, Hillsboro, Witt (Paisley), Divernon, Pawnee and Nokomis <sup>1</sup> -----	\$ .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] <sup>2</sup>	
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]<sup>3</sup> not to apply to lower bench nor rolls or horsebacks.)

Lower bench, Jackson County, for shipping mines, miners to carry fourteen inches <sup>3</sup> brushing-----	.70	1.17
---	-----	------

<sup>1</sup>In agreement of 1914-1916, "and Kincaid" is added.

<sup>2</sup>Omitted in agreement of 1914-1916.

<sup>3</sup>In agreement of 1914-1916, "of" is inserted.

AGREEMENTS IN DISTRICT 12

1912-1914 1924-1927

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, Cable<sup>1</sup> Sherrard and Silvis mines and Ellisville, seventy-two cents<sup>2</sup> per ton, with last year's conditions.<sup>3</sup> 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.

<sup>1</sup>In agreement of 1917, "and" is inserted.

<sup>2</sup>In agreement of April 1, 1920, this is "\$1.19".

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

LABOR AGREEMENTS IN COAL MINES

1912-1914 1924-1927

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

NINTH DISTRICT

Mount Olive, Staunton, Gillespie, (Clyde), <sup>1</sup> 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) <sup>2</sup> -----	\$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 laws<sup>3</sup> 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.<sup>4</sup>

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

<sup>1</sup>In agreement of 1914-1916, "Benld" is substituted.

<sup>2</sup>In agreement of 1914-1916, "Beckemeyer" is substituted.

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

<sup>4</sup>In 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."

## AGREEMENTS IN DISTRICT 12

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 only<sup>1</sup> 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]<sup>2</sup> or more mines, or at [one mine and]<sup>3</sup> one or more washing plants.

### NO MARKET RESTRICTION<sup>4</sup>

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

<sup>1</sup>In agreement of 1914-1916 the phrase is "shall only apply."

<sup>2</sup>In agreement of August 16, 1920, "one" is substituted.

<sup>3</sup>Omitted in agreement of April 1, 1920

<sup>4</sup>In agreement of 1914-1916, the word is "Restrictions."

## LABOR AGREEMENTS IN COAL MINES

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]<sup>1</sup> 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 LAW<sup>2</sup>

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

<sup>1</sup>Omitted in agreement of 1924-1927.

<sup>2</sup>In agreement of 1917 the word is "Laws."

## AGREEMENTS IN DISTRICT 12

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.



## LABOR AGREEMENTS IN COAL MINES

(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.]<sup>1</sup> 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]<sup>1</sup> firers<sup>2</sup> in the respective mines where shot firers are employed. Whenever a dispute arises<sup>3</sup> 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

<sup>1</sup>Omitted in agreement of 1914-1916.

<sup>2</sup>In agreement of 1914-1916, "and miners" is added.

<sup>3</sup>The phrase "between mine manager, shot firers and miners" is added.

## AGREEMENTS IN DISTRICT 12

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 or<sup>1</sup> 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 given<sup>2</sup> month shall be fined fifty cents; for the second offense in the same<sup>2</sup> 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

<sup>1</sup>In agreement of 1914-1916, "and" is substituted.

<sup>2</sup>In agreement of 1914-1916, "calendar" is inserted.

## LABOR AGREEMENTS IN COAL MINES

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.]<sup>1</sup>

*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.

<sup>1</sup>Omitted in agreement of 1914-1916.

## AGREEMENTS IN DISTRICT 12

(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,<sup>1</sup> 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.]<sup>2</sup>

*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-

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

<sup>2</sup>Omitted in agreement of 1917.

## LABOR AGREEMENTS IN COAL MINES

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;<sup>1</sup> 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]<sup>2</sup> 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 advances<sup>3</sup> 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-

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

<sup>2</sup>Omitted in agreement of 1917.

<sup>3</sup>In agreement of 1924-1927, "advanced" is substituted.

## AGREEMENTS IN DISTRICT 12

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 the<sup>1</sup> 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 (in<sup>2</sup> 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.

<sup>1</sup>In agreement of 1914-1916, the word is "their."

<sup>2</sup>In agreement of 1917, "the" is inserted.

## LABOR AGREEMENTS IN COAL MINES

No statement[s]<sup>1</sup> 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]<sup>1</sup> agreement otherwise, men shall be paid in cash or in par check[s]<sup>1</sup>, 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 for<sup>2</sup> powder, per keg shall be \$1.75,<sup>3</sup> 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

<sup>1</sup>Omitted in agreement of 1914-1916.

<sup>2</sup>In agreement of August 16, 1920, "black" is inserted.

<sup>3</sup>"2.15" is substituted.

## AGREEMENTS IN DISTRICT 12

—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 to<sup>1</sup> 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]<sup>2</sup> 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,

<sup>1</sup>In agreement of 1914-1916, "the" is inserted.

<sup>2</sup>Omitted in agreement of 1924-1927.



#### LABOR AGREEMENTS IN COAL MINES,

of representatives of powder companies, and shall by all lawful and [the]<sup>1</sup> 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 mine<sup>2</sup> 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

<sup>1</sup>Omitted in agreement of 1914-1916.

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

## AGREEMENTS IN DISTRICT 12

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, member<sup>1</sup> 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

<sup>1</sup>In 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 and<sup>1</sup> 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.

<sup>1</sup>In 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

## • LABOR AGREEMENTS IN COAL MINES

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

## AGREEMENTS IN DISTRICT 12

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]<sup>1</sup>

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

[INSIDE DAY WAGE SCALE]<sup>1</sup>

[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 Wil- mington 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

<sup>1</sup>Omitted 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.<sup>1</sup> (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 may<sup>2</sup> 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

<sup>1</sup>In agreement of 1914-1916, this becomes "Eleventh."

<sup>2</sup>In agreement of August 16, 1920, "shall" is substituted.

## AGREEMENTS IN DISTRICT 12

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

## LABOR AGREEMENTS IN COAL MINES

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

## AGREEMENTS IN DISTRICT 12

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.]<sup>1</sup>

*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.<sup>2</sup> 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.

<sup>1</sup>Omitted in agreement of 1914-1916.

<sup>2</sup>Effective date changed in succeeding agreements to correspond with contract year.

## LABOR AGREEMENTS IN COAL MINES

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 \$2.84<sup>1</sup> 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 \$2.84<sup>1</sup> 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 the<sup>2</sup> agreement.

<sup>1</sup>In agreement of August 16, 1920, "\$7.50" is substituted.

<sup>2</sup>In agreement of 1924-1927, "this" is substituted.

## AGREEMENTS IN DISTRICT 12

### [OUTSIDE DAY WAGE SCALE]<sup>1</sup>

[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.]<sup>1</sup>

*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.

<sup>1</sup>Omitted in agreement of 1914-1916.



## LABOR AGREEMENTS IN COAL MINES

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 the<sup>1</sup> 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]<sup>2</sup> 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,<sup>3</sup> as may be jointly agreed upon locally.

<sup>1</sup>In agreement of 1914-1916, "a" is substituted.

<sup>2</sup>Omitted in agreement of 1914-1916.

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

## AGREEMENTS IN DISTRICT 12

### 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]<sup>1</sup> timber in rooms or working [face].<sup>1</sup>

*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 and<sup>2</sup> 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

<sup>1</sup>Omitted in agreement of 1914-1916.

<sup>2</sup>In agreement of 1924-1927, "the" is inserted.

## LABOR AGREEMENTS IN COAL MINES

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,<sup>1</sup> 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 miners<sup>2</sup> 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

<sup>1</sup>In agreement of 1914-1916, "and" is inserted.

<sup>2</sup>In 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 adjustment<sup>1</sup> 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

<sup>1</sup>In agreement of 1924-1927, "readjustment" is substituted.

## LABOR AGREEMENTS IN COAL MINES

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,]<sup>1</sup> shall be fined Five Dollars<sup>2</sup> 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.]<sup>3</sup>

*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)<sup>4</sup> 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.]<sup>5</sup>

*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.

<sup>1</sup>Omitted in agreement of 1917.

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

<sup>3</sup>Omitted in agreement of 1917.

<sup>4</sup>In agreement of 1917, becomes "d."

<sup>5</sup>Omitted in agreement of 1917.

## AGREEMENTS IN DISTRICT 12

*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)<sup>1</sup> 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 agreed<sup>2</sup> 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

<sup>1</sup>In agreement of 1917, this paragraph becomes "f."

<sup>2</sup>In agreement of 1914-1916, "to" is inserted.

## LABOR AGREEMENTS IN COAL MINES

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.<sup>1</sup>

### 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 for<sup>2</sup> 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-

<sup>1</sup>In agreement of 1914-1916, "meetings" is substituted.

<sup>2</sup>"of" is substituted.

## AGREEMENTS IN DISTRICT 12

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 \$3.378<sup>1</sup> and for shift leaders \$3.747<sup>2</sup> per day.

The scale for top men handling<sup>3</sup> 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]<sup>4</sup>

*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]<sup>4</sup> going to and coming from the respective working places is to be done on their

<sup>1</sup>In agreement of August 16, 1920, "\$8.04" is substituted.

<sup>2</sup>"\$8.43" is substituted.

<sup>3</sup>In agreement of 1914-1916, "concrete or" is inserted.

<sup>4</sup>Omitted in agreement of 1914-1916.



## LABOR AGREEMENTS IN COAL MINES

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 their<sup>1</sup> 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 methods<sup>2</sup> at present existing covering the harnessing,<sup>3</sup> 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

<sup>1</sup>In agreement of 1924-1927, "the" is substituted.

<sup>2</sup>"method" is substituted.

<sup>3</sup>In agreement of 1914-1916, "and" is inserted.

## AGREEMENTS IN DISTRICT 12

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

## LABOR AGREEMENTS IN COAL MINES

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 5.26<sup>1</sup> 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

<sup>1</sup>In agreement of April 1, 1920, "twenty" is substituted.

## AGREEMENTS IN DISTRICT 12

has to leave his working place on account of water, [through the neglect of]<sup>1</sup> the company, [they]<sup>1</sup> shall employ said miner [doing company work]<sup>1</sup> when practicable,<sup>2</sup> [and]<sup>1</sup> provided [that]<sup>1</sup> 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]<sup>1</sup>

(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 track<sup>3</sup> 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-

<sup>1</sup>Omitted in agreement of 1914-1916.

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

<sup>3</sup>In agreement of 1924-1927, "tracks" is substituted.

## LABOR AGREEMENTS IN COAL MINES

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 day<sup>1</sup> 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,<sup>1</sup> 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-

<sup>1</sup>In agreement of 1914-1916, "days" is substituted.

## AGREEMENTS IN DISTRICT 12

age two days,<sup>1</sup> 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 until<sup>2</sup> 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 his<sup>3</sup> 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.

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

<sup>2</sup>In agreement of 1914-1916, "the" is inserted.

<sup>3</sup>In 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.

On<sup>1</sup> miners' election day, National,<sup>2</sup> State [and Sub-district,]<sup>3</sup> 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 operator<sup>4</sup> 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 this<sup>5</sup> 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 and<sup>6</sup> 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-

<sup>1</sup>In agreement of 1914-1916, "one annual" is inserted.

<sup>2</sup>In agreement of 1917, "and" is inserted.

<sup>3</sup>Omitted in agreement of 1917.

<sup>4</sup>In agreement of 1914-1916, "operators" is substituted.

<sup>5</sup>In agreement of 1914-1916, "the" is substituted.

<sup>6</sup>In agreement of 1914-1916, "or" is substituted.

## AGREEMENTS IN DISTRICT 12

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.<sup>1</sup> 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 as<sup>2</sup> 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.]<sup>3</sup>

*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

<sup>1</sup>In agreement of 1917, "or operators" is inserted.

<sup>2</sup>In agreement of 1914-1916, "may be" is inserted.

<sup>3</sup>Omitted in agreement of 1914-1916.



## LABOR AGREEMENTS IN COAL MINES

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]<sup>1</sup>

[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

<sup>1</sup>Omitted in agreement of 1914-1916.

## AGREEMENTS IN DISTRICT 12

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.

## LABOR AGREEMENTS IN COAL MINES

### 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 eight<sup>1</sup> 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

<sup>1</sup>In 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 number<sup>1</sup> 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 tax<sup>2</sup> and assessments due the District to which they were attached before<sup>3</sup> 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

<sup>1</sup>In the constitution of 1924, "members" is substituted.

<sup>2</sup>"taxes" is substituted.

<sup>3</sup>"the" is inserted.

## CONSTITUTION OF THE U. M. W. A.

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 interest<sup>1</sup> 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 joint<sup>2</sup> agreement) it shall have the right of

<sup>1</sup>In the constitution of 1924, "interests" is substituted.

<sup>2</sup>"their" is substituted.

## LABOR AGREEMENTS IN COAL MINES

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, seven<sup>1</sup> 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 his<sup>2</sup> election, and except as may be hereinafter provided.

<sup>1</sup>In the constitution of 1924, "the" is substituted.

<sup>2</sup>"nomination and" is inserted.



## CONSTITUTION OF THE U. M. W. A.

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 of<sup>1</sup> 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,

<sup>1</sup>In the constitution of 1924, "on" is substituted.

## LABOR AGREEMENTS IN COAL MINES

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

## CONSTITUTION OF THE U. M. W. A.

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 his<sup>1</sup> 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 interest<sup>2</sup> 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

<sup>1</sup>In the constitution of 1924, "their" is substituted.

<sup>2</sup>"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-third<sup>1</sup> 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

<sup>1</sup>In 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 the<sup>1</sup> 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

<sup>1</sup>In 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 \$3,000<sup>1</sup> per annum; Vice-President, \$2,500<sup>2</sup> per annum; Secretary-Treasurer, \$2,500<sup>3</sup> per annum; Editor of the Official Journal, \$1,500<sup>3</sup> per annum; International<sup>4</sup> Board Members [\$4.00 per day when employed;]<sup>5</sup> Tellers, Auditors and

<sup>1</sup>In the constitution of 1924, "\$8,000" is substituted.

<sup>2</sup>"\$7,000" is substituted.

<sup>3</sup>"\$4,000" is substituted.

<sup>4</sup>"Executive" is inserted.

<sup>5</sup>"\$300 per month" is substituted.



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Delegates to the A. F. of L. Convention[s] \$4.00<sup>1</sup> per day when employed. Each of the above mentioned officers and Editor shall receive, in addition to their salaries, all legitimate expenses [incurred] while<sup>2</sup> employed by the Organization away from their place<sup>3</sup> 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.<sup>4</sup> The next election of International Officers shall be held on the second Tuesday in December, 1912,<sup>5</sup> 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.

<sup>1</sup>In the constitution of 1924, "\$10.50" is substituted.

<sup>2</sup>"when" is substituted.

<sup>3</sup>"places" is substituted.

<sup>4</sup>Becomes "Sec. 2."

<sup>5</sup>"1924" is substituted.

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Sec. 4.<sup>1</sup> All members in good standing in all branches of the Organization [on]<sup>2</sup> December 1st of each election year, shall be entitled to vote.

Sec. 5.<sup>3</sup> 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.<sup>4</sup> 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.<sup>5</sup> 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.

<sup>1</sup>In the constitution of 1924, this becomes "Sec. 3."

<sup>2</sup>"for at least three months prior to and including" is inserted.

<sup>3</sup>Becomes "Sec. 4."

<sup>4</sup>Becomes "Sec. 5."

<sup>5</sup>Becomes "Sec. 6."

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Sec. 8.<sup>1</sup> Any nominee notified in accordance with Section 7<sup>2</sup> 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.<sup>3</sup> No nominee filing his acceptance with the International Secretary-Treasurer shall be allowed to withdraw his name.

Sec. 10.<sup>4</sup> The International Secretary-Treasurer shall prepare ballots giving the names and place<sup>5</sup> 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.<sup>6</sup> 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.<sup>7</sup> 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

<sup>1</sup>In the constitution of 1924, this becomes "Sec. 7."

<sup>2</sup>"c" is substituted.

<sup>3</sup>Becomes "Sec. 8."

<sup>4</sup>Becomes "Sec. 9."

<sup>5</sup>"places" is substituted.

<sup>6</sup>Becomes "Sec. 10."

<sup>7</sup>Becomes "Sec. 11."

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

Sec. 13.<sup>1</sup> 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.<sup>2</sup> 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.<sup>3</sup> Should it be proved<sup>4</sup> 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.<sup>5</sup> 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

<sup>1</sup>In the constitution of 1924, this becomes "Sec. 12."

<sup>2</sup>Becomes "Sec. 13."

<sup>3</sup>Becomes "Sec. 14."

<sup>4</sup>"proven" is substituted.

<sup>5</sup>Becomes "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.<sup>1</sup> 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.<sup>2</sup> 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.<sup>3</sup> 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.<sup>4</sup> 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.

<sup>1</sup>In the constitution of 1924, this becomes "Sec. 16."

<sup>2</sup>Becomes "Sec. 17."

<sup>3</sup>Becomes "Sec. 18."

<sup>4</sup>Becomes "Sec. 19."

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Sec. 21.<sup>1</sup> 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.<sup>2</sup> 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 14<sup>3</sup> of this article.

Sec. 23.<sup>4</sup> 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.<sup>5</sup> 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.<sup>6</sup> 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.

<sup>1</sup>In the constitution of 1924, this becomes "Sec. 20."

<sup>2</sup>Becomes "Sec. 21."

<sup>3</sup>"13" is substituted.

<sup>4</sup>Becomes "Sec. 22."

<sup>5</sup>Becomes "Sec. 23."

<sup>6</sup>Becomes "Sec. 24."

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Sec. 26.<sup>1</sup> 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.<sup>2</sup> 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.<sup>3</sup> That portion of Section 7<sup>4</sup> which requires candidates to have at least five nominations, shall not apply to International Board Members.

Sec. 29.<sup>5</sup> 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.<sup>6</sup> Upon the signed request of 10<sup>7</sup> 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

<sup>1</sup>In the constitution of 1924, this becomes "Sec. 25."

<sup>2</sup>Becomes "Sec. 26."

<sup>3</sup>Becomes "Sec. 27."

<sup>4</sup>"6" is substituted.

<sup>5</sup>Becomes "Sec. 28."

<sup>6</sup>Becomes "Sec. 29."

<sup>7</sup>"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]<sup>1</sup> 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-

<sup>1</sup>In the constitution of 1924, "one another" is substituted.

## LABOR AGREEMENTS IN COAL MINES

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 entitled<sup>1</sup> transportation

<sup>1</sup>In the constitution of 1924, "to" is inserted.

## LABOR AGREEMENTS IN COAL MINES

for one delegate and one additional delegate for each additional five hundred members or fraction thereof, provided such fraction is not less than twenty-five<sup>1</sup> 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-five<sup>1</sup> 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

<sup>1</sup>In 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.<sup>1</sup> 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.

<sup>1</sup>In the constitution of 1924, this becomes the second paragraph of Sec. 2.

## LABOR AGREEMENTS IN COAL MINES

*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 washer<sup>1</sup> 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.

<sup>1</sup>In 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,<sup>1</sup> which shall entitle the Local organized to one charter, one press seal, one ledger, one recorder,<sup>2</sup> 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,<sup>3</sup> \$7.00 of which may be retained by the local organizer and the remaining \$8.00<sup>4</sup> 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.

<sup>1</sup>In the constitution of 1924, "\$15.00" is substituted.

<sup>2</sup>"record book" is substituted.

<sup>3</sup>"\$22.00" is substituted.

<sup>4</sup>"\$15.00" is substituted.

## LABOR AGREEMENTS IN COAL MINES

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]<sup>1</sup> 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 fifty<sup>2</sup> 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 25c<sup>3</sup> per member and such additional assessments as may be levied by an International Convention, referendum vote

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

<sup>2</sup>"seventy-five" is substituted.

<sup>3</sup>"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.

## LABOR AGREEMENTS IN COAL MINES

Sec. 19. Should it be proved<sup>1</sup> 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

<sup>1</sup>In 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 Bodies<sup>1</sup> if such Federations<sup>2</sup> 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,

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

<sup>2</sup>"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 his<sup>1</sup> local union.<sup>2</sup>

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

<sup>1</sup>In the constitution of 1924, "their" is substituted.

<sup>2</sup>"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]<sup>1</sup> shall be continued as the official transfer card of the United Mine Workers of America. (See facsimile in center of Book.)<sup>1</sup>

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.

<sup>1</sup>Facsimile not reprinted here.

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Sec. 4. No local union placed on the delinquent list or that<sup>1</sup> is in bad standing with any branch of the Organization, shall have authority to issue Transfer Cards until [they have]<sup>2</sup> 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 by<sup>3</sup> 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

<sup>1</sup>In the constitution of 1924, "which" is substituted.

<sup>2</sup>"it has" is substituted.

<sup>3</sup>"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 card<sup>1</sup> when<sup>2</sup> 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.<sup>3</sup>

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-

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

<sup>2</sup>"the card is" is inserted.

<sup>3</sup>"except as provided in Section 3, Article XIV" is added.

## LABOR AGREEMENTS IN COAL MINES

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 Card<sup>1</sup> shall, when possible, be prosecuted in the civil courts<sup>2</sup> 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]

<sup>1</sup>In the constitution of 1924, "Cards" is substituted.

<sup>2</sup>"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-

## LABOR AGREEMENTS IN COAL MINES

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]<sup>1</sup> who shall assume responsibility for all international funds so expended, said representative<sup>1</sup> 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 representative<sup>2</sup> 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 Representative<sup>3</sup> 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.

<sup>1</sup>In the constitution of 1924, "financial agent" is substituted.

<sup>2</sup>"financial agent" is substituted and " , the resident International Officers" is inserted.

<sup>3</sup>"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 Method<sup>1</sup> 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 tribunal<sup>2</sup> between the Subdistrict and District Executive Board,<sup>3</sup> and District Conventions in session shall be recognized as [an] intermediary trial tribunal<sup>2</sup> between the District and International Executive Board,<sup>3</sup> and Inter-

<sup>1</sup>In the constitution of 1924, "Methods" is substituted.

<sup>2</sup>In the constitution of 1924, "tribunals" is substituted.

<sup>3</sup>"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 proved<sup>1</sup> 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 30<sup>2</sup> of Article XI.

<sup>1</sup>In the constitution of 1924, "proven" is substituted.

<sup>2</sup>"29" is substituted.

## LABOR AGREEMENTS IN COAL MINES

### 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

## LABOR AGREEMENTS IN COAL MINES

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]<sup>1</sup> 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.

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

<sup>1</sup>In the constitution of 1924, this becomes "Sec. 13."

<sup>2</sup>"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

## CONSTITUTION OF DISTRICT 12

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

## LABOR AGREEMENTS IN COAL MINES

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

## CONSTITUTION OF DISTRICT 12

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

## LABOR AGREEMENTS IN COAL MINES

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

## CONSTITUTION OF DISTRICT 12

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

## CONSTITUTION OF DISTRICT 12

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.

## LABOR AGREEMENTS IN COAL MINES

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

## CONSTITUTION OF DISTRICT 12

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



## LABOR AGREEMENTS IN COAL MINES

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

## LABOR AGREEMENTS IN COAL MINES

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

## LABOR AGREEMENTS IN COAL MINES

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.

## LABOR AGREEMENTS IN COAL MINES

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*,<sup>1</sup> by Albert H. Fay. For a non-technical description, see *Employes' Representation in Coal Mines*,<sup>2</sup> by Ben M. Selekman and Mary van Kleeck, Chapter IV, *Coal Mining as an Occupation*. *The Miner's Freedom*,<sup>3</sup> 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

<sup>1</sup>United States Department of the Interior, Bureau of Mines, Bulletin 95, Washington, Government Printing Office, 1920.

<sup>2</sup>Russell Sage Foundation, New York, 1924.

<sup>3</sup>Marshall Jones Co., Boston, 1925. See especially Chapter II, *The Jobs of the Mine Workers*.



## LABOR AGREEMENTS IN COAL MINES

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

## TERMS USED IN MINING

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."

## LABOR AGREEMENTS IN COAL MINES

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.

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**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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