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# AGREEMENT

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MEMORANDUM OF AGREEMENT  
BETWEEN THE NORTHERN WEST  
VIRGINIA COAL OPERATORS AS-  
SOCIATION AND THE UNITED  
MINE WORKERS OF AMERICA,  
OF DISTRICT NO. 17, GOVERNING  
OPERATIONS IN THE TWELVE  
AND ONE- HALF COUNTIES  
ENUMERATED.



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2-16-1923

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## A G R E E M E N T .

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Memorandum of Agreement made and entered into by the Membership of the United Mine Workers of America and the Membership of the Northern West Virginia Coal Operators' Association, affecting labor rates and conditions in the twelve and one-half (12½) Counties of Northern West Virginia, comprising the territory covered by the Operators' Association.

This contract, signed on the 20th day of April, 1920, by the representatives of the two parties as subscribed, shall be effective until March 31, 1922.

It is a part of this Agreement that the representatives of the United Mine Workers of America on this Scale Committee and the members of the Northern West Virginia Coal Operators, are duly authorized to negotiate, conclude, sign and enforce this joint scale within the organizations they respectively represent.

This Agreement shall constitute the only Agreement to be entered into at any time during the term of this Agreement by any members or officers of the United Mine Workers of America and any Operator within the following specifically stated territory covered by the Northern West Virginia Coal Operators' Association:



## COUNTIES.

Monongalia,	Randolph,
Marion,	Upshur,
Harrison,	Lewis,
Preston,	Gilmer,
Taylor,	Braxton,
Barbour,	Webster,

and that portion of Nicholas County containing coal or coal mines, being operated or capable of being operated, along the line of the Baltimore & Ohio Railroad Company.

The fulfillment of this Agreement is guaranteed by the International Union and by the officers of the District and Sub-District Unions, both in letter and in spirit.

Free rent, free powder, free coal, free lights or any extra compensation paid in time or money, or otherwise, is hereby mutually construed as a bonus and is condemned and it will therefore be assumed that in operation under this contract and for future joint conferences convened for scale making purposes that all such bonuses or advances in excess of wages provided in this contract were paid because of physical conditions in or around mines where such methods are practiced and the bonuses and wages as paid in whatever form shall constitute a part of the basic rates for such mines.

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 MINING RATES.

Based on Net Ton of 2,000 Pounds. Coal  
Five Feet and Over in Thickness.

	Open Lights	Closed Lights
Pick Mining—Rooms and Pillars -----	.876	.890

Pick Mining—Entries ---	.936	.950
Loading — Entries—Elec. Machines, Hand Drilling	.647	.66
Cutting - Entries - With- out Drilling -----	.169	.175
Loading - Rooms - Elec- tric Machines, H a n d Drilling -----	.627	.64
Cutting - Rooms - With- out Drilling -----	.1523	.155
Loading - Entries - Elec. Machs., Machine Drill- ing -----	.627	.64
Cutting - Entries - Elec. Chain Machine Drilling	.179	.185
Loading - Rooms - Elec. Mach., Machine Drilling	.607	.62
Cutting - Rooms - Elec. Chain, Machine Drilling	.1623	.165

**Based on Net Ton of 2,000 Pounds. Coal  
Less Than Five Feet in Thickness.**

	Open Lights	Closed Lights
Pick Mining - Rooms and Pillars -----	.95	.964
Pick Mining - Entries ---	1.065	1.079
Loading - Entries - Hand Drill -----	.7575	.7705
Cutting - Entries - Hand Drill -----	.1948	.2008
Loading - Rooms - Hand Drill -----	.70	.7130
Cutting - Rooms - Hand Drill -----	.1583	.1610
Loading - Entries - Ma- chine Drill -----	.7375	.75
Cutting - Entries - Ma-		

chine Drill -----	.2048	.2108
Loading - Rooms - Ma- chine Drill -----	.68	.693
Cutting - Rooms - Ma- chine Drill -----	.1683	.1710

Puncher machine rates to be five cents above chain machine rates.

### OUTSIDE DAY LABOR RATES.

	Hour	Day
Dumpers -----	\$ .67½	\$5.40
All other tipple men, includ- ing car cleaners and hand- lers -----	63.⅛	5.05
Picking Table Boys (where employed )-----	.48¾	3.90
Greasers -----	.63⅛	5.05
Blacksmiths (first class)---	.82½	6.60
Blacksmiths (second class)	.72½	.580
Blacksmiths Helpers -----	.63⅛	5.05
Car Repairmen -----	.72½	5.80
Car Repairmen Helpers---	.68½	5.48
Machinists (first class) ----	.85	6.80
Machinists (second class) -	.72½	5.80
Machinists Helpers (inside)	.65	5.20
Machinists Helpers (outside)	.63⅛	5.05
Electric Coal Hoist Engi- neers (shaft) -----	.81¼	6.50
Engineers -----	.72½	5.80
Combination Engineer and Firemen -----	.72½	5.80
Water Tenders -----	.68¾	5.50
Combination Firemen, Sub- Station and Fan Men----	.67½	5.40
Firemen (hand firing) ----	.66⅞	5.35
Sub-Station Operator and Fan Tender -----	.50	4.00



## INSIDE DAY LABOR RATES.

	Open Lights	Closed Lights
Drivers -----	\$5.76	\$5.84
Motormen—all classes ----	5.86	5.94
Motormen Helpers -----	5.76	5.84
Gathering Locomotives ----	5.86	5.94
Gathering Locomotives Help- ers -----	5.76	5.84
Trip Men -----	5.76	5.84
Trackmen (main line) ----	5.86	5.94
Trackmen (ordinary) ----	5.76	5.84
Trackmen Helpers -----	5.56	5.64
Slatemen -----	5.24	5.32
Timbermen -----	5.76	5.84
Timbermen Helpers -----	5.24	5.32
Wiremen -----	5.76	5.84
Wiremen Helpers -----	5.24	5.32
Pipemen -----	5.68	5.76
Pumpers -----	5.24	5.32
Trappers -----	3.53	3.61
Brattice Men -----	5.76	5.84
Brattice Men Helpers ----	5.24	5.32
Shot Firers -----	5.92	6.00
Cagers -----	5.92	6.00
Cagers Helpers -----	5.44	5.52
Cagers Couplers -----	5.28	5.36
Greasers -----	5.24	5.32
All other inside labor ----	5.24	5.32

## APPLICATION OF MINING RATES.

Section 1. The mining rate for entries shall be applied to all headings not more than 12 feet wide and not less than 8½ feet wide and to all cross-cuts not more than 14 feet wide.

All coal shall be paid for on a run-of-mine basis.

The miner shall be required to load his

coal in every case free from slate, bone, niggerhead and other impurities.

All coal mined, drilled and blasted by the miners must be done in a practical and workmanlike manner and in accordance with the State Mining Laws of West Virginia.

In paying for coal before it is screened, it is not intended to encourage unworkmanlike methods of mining and blasting coal, or to decrease the proportion of screened lump, and any miner will be subjected to discipline who from ignorance, carelessness or any other cause, fails to properly mine, shoot and load the coal.

Sec. 2. The scale of prices agreed to for mining coal shall include the work required to mine, drill, shoot, clean and load the coal, and properly timber the working places in the mine, and the Operator shall be required to furnish the necessary props and timbers to properly timber all working places.

It is understood that the prevailing custom of miners laying track in rooms and temporary track in entires shall continue, and the Operators assume the obligation of laying all turn rail and switches.

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### COKE WORKERS.

Sec. 3. That an increase of \$1.00 per day shall be effective on all classes of day labor. An increase of 27 percent shall be effective upon the rates now in effect for tonnage or piece workers. This increase shall apply to the above upon the rate effective October 31, 1919.

## EIGHT HOUR DAY.

Sec. 4. That the eight-hour day and rules in effect on October 31, 1919, shall continue. An eight-hour day means eight hours work in the mine at the 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 same at night.

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 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 day 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 labor for a portion of the first two hours, the operators may furnish the inside labor for a portion of the first two hours, the operators may furnish other than the regular labor for the unexpired time.

All employes must be at their working places at starting time on all days that the mines operate and shall remain there the full eight hours, or such part of the eight hours as they have work to perform.

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## EMERGENCY WORK.

Sec. 5. The eight-hour day as provided for in the preceding section, shall be enforced and carried out by both Miners and

Operators. Emergency work necessary for the safety or continued operation of the mine shall be permitted. If the employes believe the Operators are taking advantage of this provision, they have the privilege to make their complaints through the regular channel provided for in joint agreement covering scale grievances.

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### **JURISDICTION U. M. W. of A.**

Sec. 6. All workmen eligible for membership employed in and around the coal mines or coke ovens, shall be members of the United Mine Workers of America. This shall not include labor employed, specifically for construction work; plant improvement or extensive repairs, unless these men are regularly employed at the plant.

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### **STARTING TIME.**

Sec. 7. The starting time mutually recognized for the field is 7:00 a. m., unless otherwise mutually agreed to.

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### **HOLIDAYS.**

The following holidays are recognized.  
New Years, Decoration Day, Labor Day, April 1st, July 4th, Thanksgiving Day and Christmas.

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### **CHECK-OFF.**

Sec. 9. The Operators agrees to check-off



each employee, not exempted from dues by scale contract, such initiation fees, dues, assessments and fines as are submitted to the Company, not later than twenty-four hours after the expiration of each half. Such collections shall not exceed five dollars (\$5.00) in any one calendar month, not including initiation fees.

Collections for the Union shall follow check-weighman, rent, smithing and doctor.

The United Mine Workers of America agree to protect the Operator under this section.

The Company agrees to aid local Secretaries of the United Mine Workers of America in making up their check-off list, to the end that all liable under the contract are properly listed.

The United Mine Workers of America agree to aid the Company in collecting just accounts against employes.

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## MACHINE WORK.

Sec. 10. Machine men in both wide and narrow work are required to cut coal level and close to bottom, and in no case shall thickness exceed four inches, except under abnormal conditions. If a machine cutter leaves a sprag or a thick bottom in excess of four inches he shall be notified to remove same and should he fail or refuse, he shall be charged \$1.00 for each sprag and 50c for each run of thick bottom for breast machine or its equivalent width, the same to be paid to the loader.

All bottom coal must be taken up and loaded by the loader if required by the Operator.



Each machine crew shall be required to keep the cutting up in the section designated. Machine territory shall be divided so that the territory designated for each machine may be cut normally in eight hours time and each machine crew shall be required to keep the cutting up in the section so designated, if for any reason this cannot be done in regular hours, they shall work sufficient overtime to insure all loaders having coal to load.

In all mines where machines are moved by animals, the Company shall provide shields for covering cutter head of machine. The machine men shall be required to either remove bits from the chain or cutter head, or place the shield over cutter head to make the machine safe to be removed. Any machine man failing to carry out this rule may be removed from the machine without question.

Each miner shall be awarded one working place. Where practicable, two loaders shall have two rooms and work together in one room until same is cleaned up, so as not to interfere with or delay cutters. This does not apply to ribs, pillars, stumps or entries. In isolated territories, arrangements may be made for the cutting, loading and hauling of coal, providing the scale agreement is complied with until normal conditions are restored.

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### CHECK-WEIGHMEN.

Sec. 11. Check-weighmen selected as required by law from among employes at the mine, may be placed on each tippie at the expense of the miners, and their duties shall

be only those prescribed by the laws of the State of West Virginia. No check-weighman shall be placed on any tippie except where same is selected by ballot by a majority vote of the miners working in said mine. Check-weighmen shall in no way interfere with the working force or the operation of the mine, and shall be subject to all the penalties provided in this scale contract against other members of the working force.

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### TRADE.

Sec. 12. Employes have a right to trade where they please.

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### HIRE AND DISCHARGE.

Sec. 13. The Operator or his Superintendent or Mine Foreman shall be respected in the management of the mine, and the direction of the working force. The authority to hire and discharge shall be vested in the Mine Superintendent or Mine Foreman, and nothing in this agreement shall be construed to abridge the right of the employer in either of these respects. Day men must perform any class of work at the direction of the Mine Foreman, provided the scale rate is paid, or the individual is not asked to take a reduced rate of wages.

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### LOADING CARS.

Sec. 14.—The Operator shall at all times be at liberty to load any railroad cars whatsoever, regardless of their ownership, with

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

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### SEMI-MONTHLY PAY.

Sec. 15. All labor shall be paid semi-monthly. Semi-monthly payment means that miners shall be paid twice a month, pay days to be determined locally, and statements should be available twenty-four hours prior to pay day.

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### MINING-WORKMANLIKE-METHODS-TIMBERING.

Sec. 16. If any miner shall fail to properly timber and care for his working place, and such failure shall entail falls of slate, rock and the like, or if, by improper and reckless shooting of the coal in working place, the mine props or other timbers shall be disturbed, or unnecessarily falls result, the miner whose fault is the occasion for such damage, shall repair the damage without compensation, and if such miner fails to repair such damage, it shall be considered a dischargeable offense, and he may be dealt with at the discretion of the Superintendent.

Sec. 17. In any case wher the Mine Foreman directs the placing of cross bars to secure the roadway, then in such case only, the miner shall be paid the prices for such cross bars as may be agreed upon between him and the Mine Foreman. In case of miners shooting bottom, should any of the props be loosened or displaced thereby

endangering the safety of the workmen, the miner agrees to reset same. The above does not contemplate any change from the ordinary method of timbering by miner for his own safety.

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### DOCKS.

Sec. 18. In case of any slate, bone, sulphur or other impurities sent out by the miner, it shall be the duty of the trimmer of the car to call the attention of the weighman and check-weighman, where one is employed, to the same, so as to deduct weight of such impurities as estimated by the trimmer or Dock Boss from the ascertained weight of such car; for the second offense he may be suspended for one working day or fined fifty cents; for the third and each subsequent offense occurring in any one calendar month, he may be suspended, discharged or fined one dollar (\$1.00) at the option of the Superintendent; that in malicious and aggravated cases the Superintendent shall have the right to suspend or discharge for the first or any subsequent offense.

Sec. 19. Any miner abusing or seeking to embarrass the trimmer for performing his duties, shall be fined three dollars (\$3.00) or be discharged at the option of the Superintendent.

Sec. 20. It is understood that if the check-weighman leaves his post to investigate the amount of impurities thrown out, or for any other purpose, the running of coal over the tipple will not be suspended during his absence.

Sec. 21. The proceeds of all fines arising under this clause to be paid to the Treasurer of the Joint Board. Under no circumstances shall the fine be remitted.



## MINE COMMITTEE GRIEVANCES.

Sec. 22. The mine committee shall consist of three men all of whom shall be American Citizens, or who have made application for citizenship, and employes of the mine, and who speak the English language. The duties of the mine committee shall be confined to the adjustment of disputes, that the mine boss and miner or miners, have tried to, but are unable to adjust. The mine committee shall have no other authority or exercise any other control, nor in any way interfere with the operation of the mine, and for violation of this clause the committee or any member thereof may be discharged.

Sec. 23. In case of any local troubles arising at any mine, the aggrieved party shall make an earnest effort to adjust the dispute with the Mine Foreman. In case they are unable to agree, the matter shall be referred to the mine committee and local management of the mine, and if they fail to agree to the Commissioner of the Operators' Association and Miners' Officials, and if they fail to agree to the District Board of the two organizations, and should they fail to agree, they shall select an umpire or referee, and a decision of a majority of them shall constitute a final and binding award. In all cases all parties involved must continue at work pending the investigation and adjustment as above set forth.

Sec. 24. If any employee for whom the scale is made, refuses to work because of any grievances which has not been taken up as provided herein, and such action shall seem likely to impede the operation of the mine, such employes or any of them, will



subject themselves to dismissal without recourse at the option of the Company, and the mine committee shall immediately furnish a man or men to take such place or places at the scale rate, in order that the mine shall continue to work, and it shall be the duty of any member or members of the Mine Workers who may be called upon by the mine boss or mine committee, to immediately take the place or places assigned him or them in pursuance thereof.

Sec. 25. The mine committee shall under no circumstances go around the mine for any cause whatsoever, unless called upon by the mine foreman or by the miner or day men who may have a grievance that he cannot settle with the mine boss, and then, only to investigate that grievance with the parties involved.

Sec. 26. Members of the mine committee employed as day men shall not leave their places of duty during working hours, except with the permission of the Mine Foreman or in cases involving the stopping of the mine.

Sec. 27. All discharge or suspension cases shall be taken up and disposed of within five days and should it be proven that the party discharged or suspended has been unjustly dealt with, he shall be reinstated to his former employment, and compensated for time lost. In any case not settled in five days, such employee shall be offered employment in some capacity until the case is disposed of.

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## DISCIPLINE.

Sec. 28. No strike or stoppage of work shall occur at any mine until the question in

dispute shall have been considered and finally disposed of, as provided in Section 22.

Sec. 29. Should any officer or officers of the United Mine Workers of America, or any member or members thereof employed at any mine, cause the mine or part of the mine to shut down in violation of this rule, each member of the United Mine Workers of America employed at said mine, except those who continue to work shall have deducted from his earnings the sum of one dollar (\$1.00) per day for each day or part of a day they may remain idle.

Sec. 30. Should any Operator or his representative lock the men out for the purpose of forcing a settlement of any grievance or cause the mine or part of the mine to shut down in violation of this rule, he shall be fined one dollar (\$1.00) per employee for each day or part of a day the mine is thus thrown idle.

Sec. 31. All fines assessed against employes under this agreement shall be collected by the Operator from the pay for the half month in which the violation of the agreement occurred, or the first money due thereafter, and the Operator shall remit the same to the Treasurer of the Joint Board within twenty days after collection. A failure on the part of the Operator to do so shall make him liable to a penalty of fifty percent of the amount involved.

Sec. 32. All fines assessed against the Operator shall be remitted to the Treasurer of the Joint Board within twenty days after official notice is given in writing. Said notice shall be given within two weeks from the alleged violation stating the cause of the fine from the local union to the Operator affected.

Sec. 33. All fines provided for in this agreement shall be automatically collected and any Operator failing to collect such fines shall pay a penalty of two dollars (\$2.00) for each employee subject to be fined, the same to 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 the Miners.

Sec. 34. It is further agreed that where any employee enters suit in the civil courts to collect any fine collected in accordance herewith the District Organization shall reimburse the Operator for the expense incurred on account of such suit.

The Joint Board may use all the moneys received from fines for such worthy purposes as it may deem proper.

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### RIGHT TO APPEAL.

Sec. 35. If any local union or Operator claims that a fine has been collected contrary to the terms of this agreement, they shall have the right to appeal to the Joint Board. Any appeal not settled within thirty (30) days must be arbitrated.

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### NEGOTIATIONS DURING SUSPENSION.

Sec. 36. Under no circumstances will the Operator recognize or treat with any representative of the United Mine Workers of America during the suspension of work contrary to this agreement.

## IRREGULAR WORK.

Sec. 37. Should any employee absent himself from work for two days, or persist in working irregularly, unless through sickness, or by first having notified his Foreman and obtained his consent, it shall be construed as a dischargeable offense. And in case of sickness it is the duty of said employee to notify his Foreman at once, in order that arrangements may be made to fill his place.

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## TURN.

Sec. 38. The Operator will see that an equal turn is offered each miner, that he is given a fair chance to obtain same. The Check-weighman, where one is employed, may keep a turn bulletin for the turnkeeper's guidance. The driver shall be subject to whoever the Mine Foreman shall designate as turnkeeper in pursuance thereof. This rule is not applicable, and shall not be considered as preventing the Operator from driving entires or removing pillar stumps as rapidly as the emerge may demand.

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## BURIAL FUND.

Sec. 39. A burial fund may be established by each mine or local, to which fund each miner shall contribute twenty-five cents a month until a sum of not less than one hundred dollars (\$100.00) and not more than five hundred dollars (\$500.00) shall have been created, when collections shall cease until the fund is reduced by death,



when a collection of twenty-five cents per month, per man, shall again be made until the amount reaches the maximum agreed upon, and so on. On the day that death by accident to an employee occurs, in or around the mine, for that day only the miners may cease working; but under no circumstances shall the mine be made idle for any funeral. And in consideration of the mine continuing to work on the day a funeral of one of its employes is held, the Operators agree to contribute to the bereaved family one-third the amount paid by the miners, said amount not to exceed twenty-five dollars (\$25.00) provided the deceased was not entitled to compensation fund of the State. In case the funeral occurs on a Sunday or any day the mine is idle through no fault of the employees, the Company shall contribute as above. This does not prohibit friends from attending funeral.

Sec. 40. There shall be a committee appointed known as the Burial Fund Committee, to take charge of these funds and make all necessary funeral arrangements in case of any death, and said committee shall be paid for such duties as may be agreed upon locally.

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## CONSTRUCTION AND REPAIR WORK DURING SUSPENSION.

Sec. 41. It is understood that in the event of a disagreement between Operators and mine workers, steam and electrical engineers, firemen and pumpers are required to continue to perform such work as is in line with their duties.

During any strike or suspension, it is



hereby understood that all men on all kinds of outside construction and repair work together with all kinds of work inside the mine that is not producing coal, must continue at work. It is further understood that such miners as are necessary are to be permitted to mine coal for the boilers and domestic consumption on the property. But this is not to be construed to mean to mine coal for shipment.

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### ENTRY GOB AND DEAD WORK.

Sec. 42. Where there is not sufficient room to gob the dirt and draw slate in entries with ordinary conditions, the loader or miner shall load it in bank cars and the company shall unload it.

Sec. 43. For dead work, where unusual conditions exist, the price to be paid for same shall be a question for local adjustment. Failing to agree, the Company shall have the right to remove the same and give the miner another place.

20% increase shall be applied on dead-work beginning April 1st, on prices in effect October 31st, 1919.

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### EXPLOSIVES.

Sec. 44. The miner shall purchase all explosives and detonators of all kinds, including fuses and squibs for blasting coal. If explosives and detonators are sold by the Operator, they shall be sold at cost, which is to include handling, transportation and insurance. The Operator reserves the sole right to designate the kind of explosives

that shall be used in the mines; provided all explosives shall be of a standard grade.

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### SMITHING.

Sec. 45. A uniform charge of one-half cent per ton for smithing shall be made on all coal mined by the miner and loader for pick and machine coal throughout.

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### NO DISCRIMINATIONS.

Sec. 46. There shall be no discrimination against any mine worker on account of activity in the affairs of the organization.

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### OTHER CONDITIONS NOT SPECIFIED.

Sec. 47. All terms and conditions not specified under this contract to continue as they now exist during the life of this contract, except where changed by mutual consent.

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### NO INVALID RULES TO BE ENFORCED.

Sec. 48. All local rules in violation of this contract shall be null and void, and no local union or group of local unions shall pass any rules in violation, neither shall any Company enforce any rules in violation of this contract.

## EXEMPTION UNDER THIS CONTRACT.

Sec. 49. This scale shall not effect Mine Foremen, Mine Foremen's Assistants, Fire Bosses, Weighmen, Dock Boss or Trimmer, Stable Boss, Boss Lamp Men and Teamsters.

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## LOADING MINE CARS.

Sec. 50. No limit of weight shall be placed on loading mine cars. In case of loss in transit the Company shall not be held repsonsible, except where a wreck occurs the average weight shall be made good by the Company. In order that miners cannot take advantage of this clause, the Mine Management and Committee of any mine where complaint is made of loading cars over their capacity, shall mutually agree on a standard height for loading cars.

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## WET PLACES.

Sec. 51. When it has been determined a place is a wet place, the Operator shall pay five cents per ton in excess of the regular rate, one cent of which goes to the cutter, and four cents to the loader.

Places shall not be classified as wet, when by ordinary method of workmanship a mine worker can keep dry.

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## SAFETY LAMPS.

Sec. 52. In mines where closed lights, either electric or others are used, a charge

to the use of 5c per shift, per lamp, shall be made. An additional safety lamp where required by the cutter to comply with the mining laws, will be furnished free. The miner shall be responsible for taking care of his lamp, and no extra charge shall be made, unless he deliberately or carelessly breaks any part of same. Where electric or other closed lights are substituted voluntarily on the part of the Operator for an open light, a charge of 5c per shift, per lamp, shall be made.

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### HOUSE COAL.

Sec. 53. Where coal is used for fuel in dwellings, it will be furnished to employes for their own use at two dollars (\$2.00) per ton, plus delivering cost. Where coal is not delivered by the Company, and employes carry it, they shall pay two dollars (\$2.00) per month per house of four rooms or less. If the Company does not, or cannot deliver the coal, the employes shall have the right to get it hauled by outside teams.

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### BITUMINOUS COAL COMMISSION.

Sec. 54. The Majority Report of the Bituminous Coal Commission regarding the introduction of new machinery is adopted. The Joint Boards will agree upon a commission for making any necessary tests.

Signed this 20th day of April, 1920:

## ON BEHALF OF THE OPERATORS.

BROOKS FLEMING, JR.,  
E. S. McCULLOUGH,  
A. LISLE WHITE,  
J. A. CLARK, JR.  
C. H. TARLETON,  
C. H. JENKINS,  
C. J. RYAN,  
J. W. MISCHOFF,  
J. M. ORR,  
J. A. JENKINS,  
J. H. CALLAHAN,  
A. SPATES BRADY,  
BENJ. BISSELL,  
H. M. CRAWFORD,  
SAMUEL D. BRADY,  
E. F. MILLER,  
A. G. WADDELL,  
E. DRENNEN,  
G. E. PEDDICORD,  
GEORGE S. BRACKETT,  
V. E. GOCKE,  
W. A. UNDERWOOD,  
J. W. DEVISION,  
DAVID WILLIAMSON,  
THOMAS MURPHY,  
H. T. BOOKER,  
J. V. GIBSON,  
F. W. HORCHLER,  
W. A. GIBSON.



## ON BEHALF OF THE MINERS.

PERCY TETLOW, Statistician,  
U. M. W. of A.

C. F. KEENEY, President  
District No. 17.

FRED MOONEY,

J. S. FORINASH,

R. M. WILLIAMS,

C. C. MONTGOMERY,

C. W. BROWN,

GEO. DEAVERS,

THOS. D. VANCE,

GEO. TRAUB,

E. W. ROCKENSTEIN,

NICK MADARENA,

MIKE KOVARBASICK,

H. A. HIGGINS.















