

AGREEMENT

By and Between the Operators
of the Kanawha District of
West Virginia and the United
Mine Workers of America,
District Number 17.

C. W. Clark



Effective August 1st., 1920
Expiring March 31, 1922

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AGREEMENT

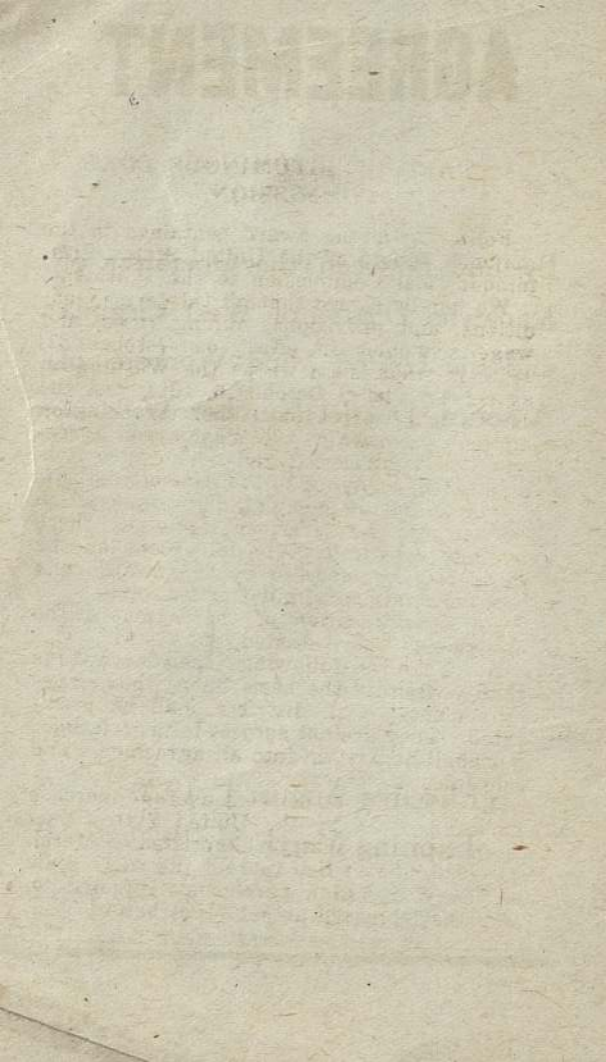


By and Between the Operators of
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Effective August 1, 1920

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AWARD OF BITUMINOUS COAL COMMISSION.

Following is the award contained in the majority report of the United States Bituminous Coal Commission to the President:

We hereby award that all the terms, conditions, and provisions, mining rates, and wage schedules in effect on October 31, 1919, in what is known as the Washington agreement, dated October 6, 1917, and the agreements preceding the Washington agreement, to which the Washington agreement is supplemental and upon which it is predicated, applying to the central competitive field and the outlying districts, shall be written into the agreement for which these findings constitute a basis, except as the same may be modified by the awards and recommendations hereinafter set forth.

As a modification of the terms of the agreements above recited, we award:

A. That the following specific awards shall constitute the basis upon which wage agreements in all districts shall be predicated. They are not subject to negotiations, but shall be written into all agreements and schedules of wages.

B. That the 14 per cent average increase in wages fixed by the United States Fuel Administration shall be eliminated on March 31, 1920, and in lieu thereof the wage scale of the Washington agreement, referred to, shall be increased as set forth herein.

C. That the agreement for which this award constitutes a basis shall take effect April 1, 1920, and continue in effect up to and including March 31, 1922.

D. That the mining prices for mining mine-run coal, pick and machine, shall be advanced 24 cents per ton.

E. That in the block-coal field of Indiana, and in other localities that are still on the screened-coal base, the usual methods of applying the tonnage rates shall continue. This also has its application to districts that have a joint understanding in applying wage increases to low coal.

F. That all day labor and monthly men (the advance to monthly men to be based on an average of the usual number of days he is required to work in a month) except trappers and other boys, be advanced \$1 per day. Trappers and boys receiving less than men's wages to be advanced 53 cents per day.

G. That all yardage, dead work, and room turning be advanced 20 per cent: Provided, however, That nothing shall prevent the representatives of the miners and operators in any district, in joint conference, from taking the flat equivalent of the 20 per cent and applying it to yardage, dead work and room turning, if by so doing they will make for uniformity and maintain the differentials. Failing, however, to agree to such application, then the 20 per cent shall be applied on the existing rates, effective October 31, 1919.

H. That the decisions which hereinbefore appear in the body of this report and which are hereinafter summarized, are to be incorporated, according to the letter and spirit of the said decisions, in the agreements to be drawn between the miners and operators; and that the said decisions shall constitute the basis upon which the wage

agreements in all districts shall be predicated. They are not subject to negotiations, but shall be written into all agreements and schedules of wages. However, the several joint-scale committees may, by mutual agreement, make such proper adjustment of local conditions as may come within the terms and scope of this award, and of the Washington agreement, dated October 6, 1917, and of the agreements preceding the Washington agreement, to which the Washington agreement is supplemental, as more fully set forth in clause 6 of the joint agreement of the central competitive field, dated March 9, 1916. These decisions are summarized as follows:

1. That the fulfillment of the agreement to be entered into shall be guaranteed by the international union, and the fulfillment of joint agreements entered into in any district shall be guaranteed by the officers of the international organization, as well as by the officers of the district, and it shall be their duty to see that all such agreements are carried out both in the letter and in the spirit.

2. That the eight-hour day in effect on October 31, 1919, in what is known as the Washington agreement, dated October 6, 1917, and the agreements preceding the Washington agreement, to which the Washington agreement is supplemental, applying in the central competitive field and outlying districts, shall be written into the agreements for which these findings constitute a basis.

3. That the pushing of cars, loaded or empty, by the mine worker is natural to the industry and is an integral part of the day's work, and that through the negotiations of 30 years this work, where practiced, has

been paid for in general in the tonnage rates.

4. That pending the joint district agreement between the miners and operators covering a fair schedule 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 such 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 worker 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 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.

5. That a commission be selected by the scale committee of miners and operators in the central competitive field, respectively, which shall study the differentials hereinafter set forth as to the working conditions, wage earnings, production costs, and competitive relations, as well as the check-off system of collecting dues for the United Mine Workers of America, the award of such commission to become part of the wage agreements in the district affected.

The commission shall consider:

a. The differential between pick and machine mining rates in Indiana.

b. The thick and thin vein differential in the Pittsburgh district.

c. The seven-cent machine differential in Illinois.

d. The differential in tonnage rates in southern Illinois.

e. The discontinuance of the check-off system of collecting dues for the United Mine Workers of America.

We furthermore recommend that this commission shall be composed of eight members, one mine worker and one operator from

each district in the central competitive field; also that the expense of this commission shall be borne by the mine workers and operators affected, each paying one-half; and that the commission so constituted shall make a report to the regular joint conference of the central competitive field, to be held at the expiration of agreements based upon this award.

6. That if and when, during the life of the agreement to be drawn by the joint wage conference (which agreement is to be predicated upon this report), such boards and tribunals as recommended by the President's industrial conference are set up, they shall be employed in connection with the investigation of questions of controversy between miners and operators: Provided, however, That in the event that no such machinery is created, that a board of inquiry and adjustment for the bituminous coal industry shall be created and maintained under the said joint agreement—this board to consist of a chairman and two other representatives appointed by the President; two representatives of the mine workers selected by the mine workers; and two representatives of the mine operators selected by the mine operators—and that matters in controversy between the bituminous coal miners and operators be submitted thereto; that the expense of such board be borne by the mine workers and operators equally; and that such tribunal, board or commission shall immediately undertake the investigation of the questions in controversy, and shall publish within 60 days its findings of fact, and if not unanimous, then in separate reports, and that pending such report no general strike shall be called: Provided, however, That if no report is published within the

designated period, then a retarding of the strike shall end.

7. 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 operator the actual cost of delivery shall be added.

8. That for the purpose of the new agreement the prices charged the miners for blacksmithing shall be on the basis of existing contracts; providing, however, that the maximum charge shall not exceed three-fourths of 1 per cent of the miners' gross earnings.

9. That explosives shall be furnished the miners at cost, which is to include handling, transportation and insurance.

10. That since the miners and operators have agreed in joint conference to the establishment of a joint commission for the purpose of making an investigation within the Kanawha, Paint Creek and Cabin Creek fields for the possible correction of inequalities in order to bring about a more uniform condition, but have had no opportunity to present their report to the joint conference, and as both the operators and miners have asked that the findings of this commission be written into the new joint agreement, which is to be predicated on this report, we direct that the mine workers and operators compose their differences in harmony with the report of the joint commission referred to, and that the findings of that commission be written into the agreement.

11. That the mine workers of district No.

12, Illinois, and the Illinois coal Operators' Association, respectively, shall each select two members of a joint commission to study the situation in northern Illinois, Assumption, Ill., and Decatur, Ill., as to wage earnings, working conditions, production costs, and competitive relations, which commission shall report its findings to the next regular joint conference of the Illinois mine workers and operators following the expiration of the agreement for which this award constitutes a basis. The expense of this commission shall be borne by the mine workers and operators affected each paying one-half.

12. That the United Mine Workers of District No. 10, Washington, and the Washington Coal Producers' Association, respectively, shall each select two members of a commission and the four members so selected shall appoint an experienced mining engineer who shall also be a member of the commission. This commission shall, within 30 days from appointment investigate and report to the joint conference of mine workers and operators of the State of Washington, the effect of the application of the awards herein set forth to the agreements and wage schedules in that State. In the meantime the awards herein shall not apply in Washington. The expenses of this commission shall be borne by the mine workers and operators affected, each paying one-half.

I. That the above summary shall in no way modify the decisions and awards set out in this report.

MEMORANDUM OF AGREEMENT.

Made and entered into this the 27th day of July, 1920, by and between the operators of the Kanawha District of West Virginia and the United Mine Workers of America, governing the operation of mines in said District for the period beginning August 1, 1920 and ending March 31, 1922.

SCALE OF PRICES.

| | |
|--|---------|
| Basis—Ton, 2,000 pounds—Run of Mine. | |
| Kanawha Thick Veins Nos. 1 and 2 Seams. | |
| Pick Mining ----- | \$.94½ |
| Pick Mining, Powellton Seam ----- | .91¾ |
| Yardage in Pick Entries, Break-throughs and between Entries-- | 1.49½ |
| Machine Loading in Rooms ----- | .63 |
| Machine Loading in Entries, Break-throughs in Entries and Room Necks ----- | .70 |
| Machine Cutting in both Rooms and Entries ----- | .14 |

Drawing pillars by pick in the gas seams shall be left to local adjustment by the operators and miners interested, but the rate agreed upon for said drawing of pillars shall in no case be less than 85.50 cents per net ton run of mine.

No yardage is to be paid in air ways following entries, or breakthroughs, where the width exceeds fifteen feet.

Kanawha Hard Coal No. 5 Seam.

| | |
|--|---------|
| Pick Mining ----- | .96½ |
| Yardage in Pick Entries and Break- throughs between Entries ----- | \$1.64½ |
| Machine Loading in Rooms ----- | .64 |
| Machine Loading in Entries, Break- throughs in Entries and Room Necks ----- | .70¼ |
| Machine Cutting in Rooms ----- | .14½ |
| Machine Cutting in Entries, Break- throughs between Entries and Room Necks ----- | .15½ |

Screened Coal to be paid on basis of percentage of Screenings.

Drawing pillars by pick in the splint seams shall be left to local adjustment by the operators and miners interested, but the rate agreed upon for said drawing of pillars shall in no case be less than 91½ cents per net ton run of mine.

No yardage is to be paid in air ways following entries, or breakthroughs, where the width exceeds fifteen feet.

Coalburg Seam.

| | |
|--|----------|
| Pick Mining ----- | \$1.02 |
| Yardage in Pick Entries and Break- throughs between Entries ----- | 1.86 |
| Machine Loading in Rooms ----- | .69-3/10 |
| Machine Loading in Entries, Break- throughs in Entries and Room Necks ----- | .75.55 |
| Machine Cutting in Rooms ----- | .15 |
| Machine Cutting in Entries, Break- throughs between Entries and Room Necks ----- | .16¼ |

Over 1½-Inch Screen.

| | |
|--|--------|
| Pick Mining ----- | \$1.47 |
| Machine Loading in Rooms ----- | 1.01 |
| Machine Loading in Entries, Break- throughs in Entries and Room Necks ----- | 1.10¾ |
| Machine Cutting in Rooms ----- | .21 |
| Machine Cutting in Entries, Break- throughs between Entries and Room Necks ----- | .24 |

Drawing pillars by pick in the splint seams shall be left to local adjustment by the operators and miners interested, but the rate agreed upon for said drawing of pillars shall in no case be less than 91½ cents per net ton run of mine.

No yardage is to be paid in air ways following entries or breakthroughs, where the width exceeds fifteen feet.

Raymond City Seam.

| | |
|--|--------|
| Pick Mining over 1¾-in. Screen, per One Hundred Bushels ----- | \$5.60 |
| Yardage in Entries and Break- throughs between Entries ----- | 1.86 |

Drawing pillars by pick in the splint seams shall be left to local adjustment by the operators and miners interested, but the rate agreed upon for said drawing of pillars shall in no case be less than 91½ cents per net ton run of mine.

No yardage is to be paid in air ways following entries, or breakthroughs, where the width exceeds fifteen feet.

Cedar Grove Seam.

| | |
|--|--------|
| Pick Mining ----- | \$1.02 |
| Yardage in Pick Entries and Breakthroughs between Entries ----- | 1.27 |
| Machine Loading in Rooms ----- | .70½ |
| Machine Loading in Entries, Breakthroughs between Entries and Room Necks ----- | .76¾ |
| Machine Cutting in Rooms ----- | .17¼ |
| Machine Cutting in Entries, Breakthroughs between Entries and Room Necks ----- | .18¼ |

Drawing pillars by pick in the splint seams shall be left to local adjustment by the operators and miners interested, but the rate agreed upon for said drawing of pillars shall in no case be less than 91½ cents per net ton run of mine.

No yardage is to be paid in air ways following entries, or breakthroughs, where the width exceeds fifteen feet.

Lewiston Seam to be same as Coalburg.

Kanawha Seam to be same as Coalburg.

Winifrede Seam to be same as Coalburg.

Coal River and Elk River Seams to be based upon Kanawha Seams that apply to them.

Graduated Scale for Gas and Splint Coal.

| Machine Loading | Gas | Splint |
|--------------------------------|--------|--------|
| 4 ft. and over ----- | \$.63 | \$.64 |
| 3 ft. 9 in. to 4 ft. ----- | .65½ | .66½ |
| 3 ft. 6 in. to 3 ft. 9 in. --- | .68 | .69 |
| 3 ft. 3 in. to 3 ft. 6 in. --- | .70½ | .71½ |
| 3 ft. to 3 ft. 3 in. ----- | .73 | .74 |

Machine cutting below 4 ft. shall be increased $\frac{3}{4}$ cents per ton for each three inches, in accordance with graduated scale.

INSIDE DAY LABOR

| | |
|-----------------------------------|--------|
| Drivers, single mule ----- | \$5.45 |
| Drivers, two mules ----- | 5.61 |
| Track Layers ----- | 5.54 |
| Track Layers' Helpers ----- | 5.26 |
| Slate Shooters ----- | 5.32 |
| Greasers ----- | 2.83 |
| Old Men Trappers ----- | 4.20 |
| Trappers ----- | 2.83 |
| Spraggers and Couplers ----- | 3.08 |
| All other inside day labor ----- | 5.20 |
| Motor Men and Machine Runners --- | 5.68 |

Outside day labor and monthly men \$1.00 per day advance,

Eight-Hour Day.

Section 1. 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.

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.. The prevailing custom for drivers relative to harnessing and unharnessing their mules shall continue.

Overtime For Day Labor.

Section 2. 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 day men go into the mine in the morning they shall be entitled to two hours' pay whether the mine runs 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 their 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 be performed and paid for at the same rate per hour.

Check-Off.

Section 3. We adopt the check-off system as a part of this agreement. Check-off to include all men working in and around the mine eligible for membership in the United Mine Workers of America, exempting from membership mine foremen, mine foreman's assistant, weighman, dock boss or trimmer, tipple boss, stable boss one head electrician for each mine, night watchman and employes of central repair shop when one is maintained for a group of mines. This pertains to the regular dues and assessments of the United Mine Workers of America, not to exceed \$3.00 from each employee in any given month. The initiation fee to be in addition to the above.

In order to be honored the check-off list must be furnished to the company not later than twenty-four (24) hours after expiration of each half and the United Mine Workers of America of District No. 17 agrees to protect the operators under this clause.

Machine Work.

Section 4. The price paid in machine mining for loading coal in narrow work, by the ton, shall be the same as in wide work, the excess price now paid for loading to be on a yardage basis according to the number of tons of coal produced in each yard of

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narrow work, at the option of the operator.

Section 5. Machine men will be required to cut coal level and close to the bottom, and all machine men leaving more bottom than four inches, except in case of pots or extreme variations, will be required to lift same or it shall be lifted at their expense.

Section 6. In case sprags are left by machine men, they shall be notified by the loader, and if they refuse to remove same the loader shall do so and be allowed 50 cents for so doing; the said 50 cents shall be charged to the machine man.

Section 7. All machine loaders shall be awarded two rooms, or equivalent of three rooms in thin seams for each two men, and they work "Buddies," and in that way load from one room at a time, so that it will give an opportunity to cut the other room, and not lose any time to machine or loaders, and the operator will provide such rooms for each two men at the earliest possible moment, but in the event of territory becoming scarce from a squeeze or striking a horse-back or any other unavoidable obstacle this shall not be construed so as to diminish the output of the mine.

Check Weighman.

Section 8. Check-weighmen, selected as required by law from among the employees at that 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, and all weigh scales may be tested by the miners at any reasonable time. In case a suitable man cannot be found at any mine, an outsider may be employed by and with the mutual consent of the operator and his miners.

Trade.

Section 9. Employees have the right to trade where they please.

Run-of-Mine—Screened Basis.

Section 10. The mining rate per ton for splint or hard coal shall be fixed upon a run-of-mine basis but screened lump coal may be mined, provided the increased rate paid for screened lump coal shall be according to the percentage of screenings in producing screened lump as against mine run coal.

Hire and Discharge.

Section 11. 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.

Loading Cars or Barges.

Section 12. The operator shall at all times be at liberty to load any railroad cars or barges whatsoever, regardless of their ownership, with coal, and sell and deliver such coal in any market, and to any person, firm or corporation that he may desire.

Semi-Monthly Pay.

Section 13. All labor shall be paid semi-monthly. Semi-monthly pay means that the miners shall be paid twice a month, pay days to be determined locally, and state-

ments shall be available twenty-four hours prior to pay day.

Mining—Workmanlike Methods—Timbering

Section 14. The miner shall be required to load his coal in every case free from slate, bone, nigger-head and other impurities.

Section 15. 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.

Section 16. 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.

Section 17. The scale of prices agreed to for mining coal shall include the work required to mine, shoot, clean and load the coal, and properly timber the working places in the mines, and the operator shall be required to furnish the necessary props and timber to properly timber all working places. The custom at each mine relative to scrapping working places and the laying of jumpers shall continue unless changed by mutual agreement.

Section 18. 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 room or entry, the mine props or other timbers shall be disturbed, or unnecessary falls result, the miner, whose fault is the occasion of such damage, shall repair the said 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.

Section 19. In any case where the Mine Foreman directs the placing of cross bars to secure the roadway, then, and in such cases only, the miner shall be paid 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 the miner for his own safety.

Docks.

Section 20. In case any slate, bone, sulphur or other impurities are 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 50 cents; for the third and each subsequent offense occurring in any one calendar month he may be suspended, discharged or fined \$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.

Section 21. Any miner abusing, or seeking to embarrass the trimmer for performing his duties shall be fined three dollars, or be discharged at the option of the Superintendent.

Section 22. 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.

Section 23. Splint coal loaded out with gas coal when it is ordered to be separated, shall be considered as impurities and shall be dealt with as such.

Section 24. The proceeds of all fines arising under this clause to be paid into the funeral fund. Under no circumstances shall the fines be remitted or refunded.

Mine Committee—Grievances.

Section 25. 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 authority nor 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.

Section 25-a. In case of any local trouble arising at any mine, the aggrieved party shall first 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 the local management of the mine, and if they fail to agree, to the Commissioner of the Operators' Association, and the 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 the de-

cision of the majority of them shall constitute a final and binding award. In all such cases all parties involved must continue at work pending the investigation and adjustment as above set forth.

Section 25-b. If any employee for whom the scale is made refuses to work because of any grievance which has not been taken up in the manner provided herein, and such action shall seem likely to impede the operation of the mines, such employee 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 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 Mine Boss or Mine Committee, to immediately take the place or places assigned him or them in pursuance hereof.

Section 25-c. 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 man who may have a grievance that he cannot settle with the Mine Boss, and then only to investigate that grievance with the parties involved. Mine Committee shall take up all grievances outside of working hours unless by mutual consent of both parties.

Section 25-d. 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.

Section 25-e. All discharge or suspension

cases for violation of the contract 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 the time lost during the hours the mine operated not to exceed \$5.20 per day. In such cases where he was employed as a day laborer he shall be compensated at the scale rate provided for in this agreement for his regular employment and in no cases shall the company be responsible for more than five days' compensation. In all discharge or suspension cases the operator may, at his option, employ the employees at any other work pending the settlement of the case without prejudice, which must be disposed of in the time above provided. Discharge cases shall take precedence over all cases.

Discipline.

Section 25-f. 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 for in Section 25-a.

(a) 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 at work, shall have deducted from his earnings the sum of one dollar (\$1) per day for each day or part of a day they remain idle.

(b) 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 a part of the mine to be shut down in violation of this rule, he shall be fined one dollar (\$1) per day for each employee for each day or part of a day the mine is thus thrown idle.

(c) All money assessed against the employees under this rule shall be collected from the pay for the half month in which the violation of the rule occurs, or from the first money due thereafter. All moneys assessed against the operator for violation of this rule shall be turned over to District No. 17 of the United Mine Workers of America and all moneys assessed against the miners shall be turned over to the Kanawha Coal Operators' Association.

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 employee subject to be fined, the same to be collected and retained in the Miners' District Organization. And in no case shall the fine be refunded except by mutual agreement of the accredited representatives of the operators and miners.

It is further agreed that where any employee enters suit in 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.

Negotiations During Suspension.

Section 26. Under no circumstances will the operator recognize or treat with any representatives of the United Mine Workers of America during the suspension of work contrary to this agreement.

Working Irregularly.

Section 27. When a miner absents himself from duty for two days or more or persists in working irregularly, except on account of sickness, without giving advance notice to the mine boss or mine superintendent when possible, he forfeits his position.

When a machine runner or any employee upon whose work other employes of the mine are dependent absents himself from duty without giving advance notice when possible to the mine boss, he forfeits his position.

Turn.

Section 28.—The operator will see that an equal turn is offered each miner, and that he is given a fair chance to obtain same. The check-weighman, where one is employed, shall keep a turn bulletin for the turn-keeper's guidance. The drivers shall be subject to whoever the Mine Boss shall designate as turn-keeper in pursuance hereof. This rule is not applicable, and shall not be considered as preventing the operator from driving entries as rapidly as he may desire.

Section 29. Miners of this district will wait one-half hour for railroad cars to be placed at the mine when mine management has been informed that cars are on their way and will be placed. If any mine can furnish work by dumping coal in coal chutes and furnish work the same as loading railroad cars, miners shall report for work.

If any company attempts to take advantage of this rule by having men report for work contrary to its provisions, the

rule then may be subject to change at this mine or mines by the same method as other grievances are adjusted under the contract.

Double-Shifting Entries.

Section 30. Miners shall drive double-shift entries when called upon to do so by the operator, and $34\frac{1}{2}$ cents per yard extra shall be paid for pick entry and $27\frac{1}{2}$ cents per yard for machine entry.

Burial Fund.

Section 31. A burial fund may be established by each mine or local, to which fund each miner shall contribute 25 to 50 cents per month until a sum of not less than \$250 and not more than \$1,000 shall have been created, when collections shall cease until the fund is reduced by death, when a collection of 25 or 50 cents per man per month shall again be made until the amount reaches the maximum agreed upon, and so on, and the operator shall contribute in case of the death of a miner, or any member of his family, an amount agreed upon by the operator and the Burial Fund Committee. In consideration of this contribution, it is agreed and understood that the miners and day men will not cease to work to attend the funeral of either miner or member of the miner's family, except in case the miner is killed outright while at work in the mine, in which event the mine may be closed the day of his death, resuming work the following morning.

This is not to be construed to mean that individual mine workers or relatives of the

deceased shall not attend the funeral if they desire to do so.

There shall be a committee appointed known as the Funeral 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.

Entry Gob.

Section 32. Where there is not sufficient room to gob all 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.

Section 33. It is understood that in the event of a disagreement between operators and Mine Workers, Steam and Electrical Engineers, Firemen and Pumpmen are required to continue to perform such work as is in line with their duties.

Dead Work Not Stipulated and Local

Conditions.

Section 34. For dead work, where unusual conditions exist, the price to be paid for same shall be a question for local adjustment.

Section 35. Under the terms of this contract nothing shall be done or enacted that shall increase the cost of producing coal to the operator, or decrease the earning power of the miner, except by mutual consent.

Emergency Work and Ordinary Repairs.

Section 36. 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.

The erection of head frames, buildings, scale, machinery, railroad switches, etc., necessary for the completion of a plant to run 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 employees thereon to be excluded, as above, when employed on such work only.

Construction and Repair Work During Suspension.

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; and 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.

Splint Coal Separation in Gas Seams.

Section 37. —Where splint coal is separated and thrown back and stored, to meet exceptional market conditions and afterwards loaded, there shall be paid twelve and one-half cents (12½c) per ton extra. Where splint coal is loaded in separate cars as mined, five cents (5c) per ton extra shall be paid.

Section 38. 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 rule in violation of this contract. In addition to local rules this contract takes precedence over the constitution of the United Mine Workers of America.

Section 39. The majority report of the Bituminous Coal Commission is herewith adopted and becomes a part of this agreement.

On behalf of the Operators:

QUIN MORTON,
H. D MORTON,
W. M. WILEY,
JAMES FLETCHER,
H. L. WARNER,
JOHN S. McKEEVER,
FRANK O. HARRIS,
A. W. FLUEGEL,
W. C. MITCHELL,
A. W. POLLOCK
E. O. DANA,
D. C. KENEDY,
BEN F. MORRIS

On Behalf of the United Mine Workers
of America:

PERCY TETLOW, Statistician
International Union, U. M. W.
of A.
C. F. KEENEY, President.
FRED MOONEY, Secretary.
WM. R. PAYNE
J. A. NEFF
PAT REED
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