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**COLLECTIVE BARGAINING IN THE
ANTHRACITE COAL INDUSTRY**



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COLLECTIVE BARGAINING IN THE ANTHRACITE COAL INDUSTRY.¹

BY EDGAR SYDENSTRICKER.

INTRODUCTION.

Collective bargaining in the anthracite coal industry furnished a striking example of the possibility of trade agreements and peaceful settlement of disputes between a group of employers, united by financial control and solidified by industrial concentration, and a mass of unskilled and semiskilled workers, composed largely of recent immigrants from southern and southeastern Europe, inexperienced in collective action, and untrained in American unionism. There has not been a more notable chapter in the history of American capital and labor than the transition in the anthracite coal field of Pennsylvania from a situation in which trade agreements were believed to be improbable into a well-developed form of collective bargaining and an unusually efficient system of conciliation and arbitration of disputes. The basis for this development was established in the short period of three years, beginning with the strike of 1900 and ending with the arbitration by the Anthracite Coal Strike Commission in 1902-3. The developments in industrial relations on the basis thus laid have occurred in the 13 subsequent years, during which three trade agreements have been negotiated.

These and other distinctive features of the making of trade agreements and of settling disputes under the agreements render collective bargaining and industrial relations in the anthracite coal industry somewhat unique. In the first place, the anthracite coal industry is peculiar for a number of well-known reasons: (1) It is geographically

¹ This study is based on a report made by the author for the Commission on Industrial Relations, and submitted to that commission in 1915. The report has been rearranged and somewhat revised for publication here. The author desires to express his acknowledgments to those employers, officials of the union, mine workers, members and officials of the anthracite board of conciliation, and others who furnished much of the documentary and other material utilized in this study. Especial acknowledgment is due Prof. George E. Barnett, Dr. Selig Perlman, and Mr. John H. Bradford, who were associated with him on the staff of the commission.

concentrated. Nearly all of the anthracite coal production of the United States is confined to five counties of Pennsylvania, and nearly the entire supply lies in an area of 496 square miles. (2) It is concentrated in its financial control. Seven large mining companies, which have been under the ownership and control of the anthracite coal-carrying railroads, and united in a community of interest which has been dominated by a group of financial interests in New York City, produced over half of the anthracite coal and purchased the output of a large proportion of the independent operators. (3) The evolution in coal consumption has tended to result in removing anthracite from the field of direct competition with bituminous, except in certain small sizes. (4) In spite of the geographical and industrial concentration of the industry, conditions of work differ more than in the bituminous because of the pitch of the tunnels, the size and direction of the veins, the proportion of slate and sulphur in the coal, the methods of mining, etc., necessitating unusually elaborate systems of differential rates of pay.

In the second place, the conditions under which collective bargaining was introduced and has been carried on in the anthracite field possess some features which are worth noting before taking up its history and its methods in detail: (1) Opposed to a highly concentrated control of the industry on the employers' side has been a mass of workers which had become more and more heterogeneous from the standpoint of race and nationality. Before 1880 native-born workers and immigrant workers from Great Britain and Germany composed the working force. Since 1880 these workers have been gradually displaced by foreign-born workers of the so-called newer immigration from Austria-Hungary, Russia, and Italy. The change in the racial composition of the mine workers occurred during the same period in which the concentration in the control of the industry was consummated. The introduction of the collective bargaining principle in their industrial relations came at the time when the employers were perhaps most united and the employees least homogeneous. (2) The manner in which the trade agreement was established in the anthracite field was fundamentally different from the manner in which it was established in the bituminous industry, for example. In the latter the trade agreement was the outgrowth of the efforts of the operators and miners themselves to settle their differences, and these efforts had extended over a long period of years. In the former the trade agreement was forced upon the operators by a body of workers, powerfully aided by popular opinion, in a very short period of time. (3) The creation of a permanent board of conciliation for an entire industry as a method of settling disputes arising under agreements and of preventing strikes was unique, and the provision for the adjudication

of such disputes as could not be settled by conciliation by an umpire appointed by a Federal judge was a step far in advance of what had been done in the coal industry in this country, as well as in other industries of a national scope.

It would be an unwarrantable inference to say that the relations between employers and employees in the anthracite industry have become ideal or are even satisfactory in every respect to the mine workers, the operators, or the public. The 1916 demands of the mine workers reflect very clearly a view that certain conditions exist which permit of improvement and that changes ought to be made in the agreement and in the machinery for disposing of matters arising under agreements. The formal reply of the operators to the mine workers' demands indicates a dissatisfaction with the existing methods of settling disputes, particularly with respect to the colliery "grievance committees." If the expressions in the current press can be taken as reflecting the attitude of the public, there is popular dissatisfaction felt because of the recurrence of situations in which a general strike or an increase in the prices of anthracite coal is threatened. The contrast, however, between the situation 15 years ago and the present situation is so striking that few will deny that remarkable progress in industrial relations in the industry has been made, regardless of the progress that is possible or may be needed in the future. A period of industrial peace has existed for 14 years; the short "suspensions" of work in 1906 and 1909 were recognized as incidental to the process of negotiating new agreements, and the cessations of work at local collieries in the form of "grievance strikes" and "button strikes" have been looked upon as unavoidable incidents or, at the most, as infractions and not as repudiations of the agreements. In spite of the fact that on three occasions—in 1906, 1909, and 1912—when new agreements were negotiated, obstacles in the way of maintaining peaceful relations appeared to be serious, the relations between employers and employees have been maintained without a break. Although there have been elements and factors which naturally would seem to be peculiarly unfavorable to collective bargaining and the preservation of industrial peace, a habit of collective bargaining has been established, fairly well recognized precedents in the manner of negotiating agreements have grown up, and a system of settling disputes and grievances, which has so far been successful in continuing and furthering peaceful relations and avoiding conflicts, has been developed.

In the following study the evolution in relations between mine workers and operators in the anthracite industry is considered in some of its important phases. Some phases of the subject have not been treated at all or have been treated in very brief manner because of the lack of data; other phases have been given very cursory

consideration or omitted from consideration because they are so recent as to prohibit the possibility of treating them in proper perspective. The general questions of the conditions of labor or of the conditions of the industry have not been included in a consideration of the relations between employees and employers, except in so far as they are mentioned as the occasions of developments in these relations. The effort has been made to confine the study as narrowly as possible to the methods of collective bargaining, the terms of agreement, the machinery for settlements of disputes and grievances, the methods of carrying out the terms of the agreement, and the success of the agreements in maintaining industrial peace regardless of what may have been the actual underlying conditions that gave rise to conflicts and differences between operators and mine workers. Thus such matters as wages are discussed only as issues in the making of agreements or in the settlement of grievances and disputes. The question of whether wage conditions in the industry have been or have not been satisfactory either from the standpoint of the employee or from the standpoint of the employer has not been treated on its merits. As far as possible attention has been confined solely to the methods and the machinery of industrial relations and to other factors having a direct bearing on their operation.

With this purpose in mind, collective bargaining in the anthracite industry is discussed in the following pages under four main heads:

- I. The establishment of a basis for collective bargaining.
- II. The making of trade agreements.
- III. The settlement of disputes under the agreements.
- IV. The success of the agreements.

SUMMARY.

The principal considerations afforded by a review of the available published material, manuscript records, and interviews with mine workers, officials of the mine workers' union, and representative operators may be summarized as follows:

1. Attempts on the part of mine workers, beginning in 1848 and continuing until 1888, to secure a permanent basis for trade agreements were unsuccessful. From 1888 until 1900 no further attempts were made. In 1899 the United Mine Workers of America entered the anthracite field and began organizing the mine workers, and in the following year the first great strike occurred, which resulted in a wage increase and certain other concessions from the operators. The 1900 strike was a preliminary struggle, in the sense that it enabled the union to increase its strength in the anthracite fields and to educate the mine workers in unionism. In 1902 the second great strike oc-

curred, which had for its main object the recognition of the United Mine Workers of America and the making of a trade agreement. As in the case of the 1900 strike, the operators were forced by public opinion as well as by other considerations to recede from their position of refusing to make any concessions, and in the fall of 1902 they agreed to arbitration by a commission appointed by the President of the United States. This body, the Anthracite Coal Strike Commission, announced its awards early in 1903. The awards provided for certain wage increases, reductions in hours, and changes in other working conditions, and for a system of conciliation and arbitration of disputes arising during the period of three years for which the awards were to be in force. The commission contemplated in its plan of conciliation and arbitration, as well as in its findings in general, the establishment of a permanent basis for better relations between employers and employees in the industry. Its work apparently laid such a foundation, as subsequent history of industrial relations in the anthracite field has so far shown.

2. In the three agreements that have been made in the industry since the expiration of the awards in 1906, several tendencies appear to have been manifested. While the principal issues of wages, hours, recognition of the union, and questions connected with the presence of a union and methods of settling disputes have been brought up in each series of negotiations, there have been: (a) A tendency to amend the awards of 1903 with more freedom in each agreement; (b) a tendency toward more businesslike methods in negotiations and toward a better understanding between the representatives of the bargaining parties; (c) a tendency to grant more complete recognition of the union as a party to agreements. On only one occasion (in the agreement of 1912) has an increase in wages been stipulated, and the provisions of the agreements have, in so far as they have gone beyond a mere continuance of the 1903 awards, related principally to methods of settling disputes and grievances.

3. The system of settling disputes and grievances provided by the awards of the Anthracite Coal Strike Commission has been considerably modified by adding machinery for the conciliation of disputes at the collieries where they occur and in the districts in which the collieries are located. The most important change of this character was the provision in the 1912 agreement for local or colliery "grievance committees" to represent the workers at any mine in dealing with the mine boss or superintendent. These changes have had the effect of affording experience and education to the mine workers in collective action, of strengthening the union, and of allowing a larger number of grievances to be aired and settled. The matters

arising for settlement have exhibited a tendency to become more important in their character. While there has been complaint of delay in settlements, the system of conciliation appears to have worked efficiently, and there have been practically no instances of repudiation of the settlements or of the decisions. The method of referring to umpires matters on which settlement by means of conciliation could not be made, as provided by the Anthracite Coal Strike Commission's awards, has been so successful that no suggestion of change has been made. In the settlement of disputes, a great majority of the settlements and decisions have been interpretative in their character; but where it has been necessary, the board of conciliation has not hesitated to make settlements which were essentially amendments of the awards and of the agreements, and such settlements have been upheld in the decisions of umpires.

4. The success of the agreements, judged from the standpoint of collective bargaining, is seen in the fact that at no time has there been any repudiation of any agreement. A number of infractions have occurred in the form of local strikes, arising because of hasty group action on grievances and because of efforts to compel nonunion workers to become members of unions. The local grievances strikes have been much more rare than the "button" strikes, and have been discountenanced by union officials as well as by the operators. The effects of the agreements on wages, hours, discipline, and earnings of the operators are discussed in some detail in later pages, the evidence going to show that these effects, so far as they have gone, have been beneficial from every point of view. The success of the agreements appears also to be indicated in the attitude of mine workers and operators; while both parties have expressed dissatisfaction with certain features of the agreements and of the system of conciliating disputes and grievances, the principle of collective bargaining is looked upon favorably by many representative operators as well as by union officials. It is not going too far to say that a very perceptible change in the attitude of the employers has occurred during the period in which collective bargaining has been practiced.

The term "collective bargaining" properly relates only to the peaceful negotiation of the general terms of the labor contract or trade agreement. For the lack of a better understood term, it has been used in the title of this brief study to cover the entire period of industrial relations in the anthracite field because of the emphasis given to the trade agreement. Aside from the historical material relating to the period prior to the signing of the first trade agreement in 1906, which has been included as a background to the later period of collective bargaining in its strict sense, the trade agreement is treated as the principal objective in this study; the conciliation and

arbitration of disputes arising under the agreements are discussed as the manner in which the trade agreements have been carried out. The absence of a settled terminology forces the student to choose those terms which he believes will most clearly and directly express his thought; hence, for example, such terms as "conciliative" and "arbitrative" in describing methods of making agreements as well as of adjusting disputes are employed where it is believed that they best express the sense.

THE ESTABLISHMENT OF A BASIS FOR COLLECTIVE BARGAINING.

The history of industrial relations in the anthracite fields of Pennsylvania, and therefore in practically the entire industry in the United States, falls naturally into three general periods:

(1) The period prior to 1899, during which organization of the mine workers was spasmodic and for the most part ineffective, and during which efforts to secure more than a temporary basis for collective bargaining with their employers were futile. To only a very slight degree did there exist, even for short periods of time, any real basis. This period may be said to have begun with the first known organization of mine workers in 1848 and to have ended with the advent of the United Mine Workers of America into the anthracite field. It was a period of unsuccessful attempts to bargain collectively.

(2) The period from 1899 to 1903, during which the mine workers were successful in securing the basis for collective bargaining which has lasted until the present time. This was a period of organization, general strikes, and of so great public interest in the relations between employees and employers that the President of the United States was enabled to appoint a commission empowered to settle the differences and establish a basis which was designed to be permanent. In this period occurred the two great strikes of 1900 and 1902, which may properly be classed among the principal industrial conflicts in the history of the Nation.

(3) The period from 1903 until the present time, during which collective bargaining has been carried on in the making of several agreements by the operators and mine workers without the interposition of outside authority, and a system of conciliation and arbitration of matters arising under the agreements has been in successful operation.

The first two periods outlined above may, perhaps, be placed together in one general period under the heading "The establishment of a basis for collective bargaining," since in both of them the dominant purpose of the workers was to secure a foundation for trade agreements. In one period the efforts to this end were

unsuccessful; in the other they reached their goal. In the following pages, therefore, the events prior to the actual making of agreements will be presented in the form of a brief narrative, reserving the period of actual collective bargaining for discussion in greater detail in later chapters. The principal facts in the entire history of industrial relations in the anthracite field from 1848 until the present time will, however, be outlined in this chapter in order to place a historical background to the interesting developments since 1903. It is believed that in this way the events of the last 14 years will be seen in a better perspective and will be more fully understood.

THE PERIOD PRIOR TO 1899.

No organization of the anthracite mine workers was of sufficient strength to influence, in any permanent degree, their conditions of work prior to 1899. It is true that during the days in which the mine workers were composed of native-born workers and workers of the older immigration from Great Britain and northern European countries, organizations which proved to be transitory did, on one or two occasions, secure for brief periods concessions from the operators. In these attempts, short-lived agreements were actually made in one or two instances, and arbitration was resorted to on another occasion. But no basis for a recognized policy of collective bargaining was at any time fully attained. What temporary basis was actually attained on any of these occasions could not be maintained. It was a period of a succession of labor organizations, none of which possessed the strength needed for establishing a permanent basis for collective bargaining or sufficient vitality to withstand a serious defeat. After about 1888 even these efforts ceased. The native-born and older immigrant workers left the fields in large numbers and were replaced by immigrant workers from southern and south-eastern Europe. These new workers were without leadership and incapable of collective action of the sort that was needed to enter into relations with their American employers. In the 12 years immediately preceding the advent of the United Mine Workers in 1899 there had been absolutely no movement among the mine workers so far as available data show, and apparently the possibility of a movement originating in the field was becoming less each year. The end of this period found the anthracite mine workers more completely subject, if we may use the term without too greatly emphasizing its darker meaning, to their employers, capable of less initiative, and possessing slighter hopes of organized effort than ever before in their history.

These spasmodic attempts on the part of the workers in the anthracite field prior to 1899 to gain a basis of collective bargaining occurred chiefly within three periods of years—1848–1850, 1865–1875,

and 1884-1888. A brief summary of these movements will be a sufficient preface to the conditions leading up to the present situation.¹

(a) 1848-1850.—The Bates Union was formed in Schuylkill County in 1848, and continued until 1850. Its membership was said to have reached a maximum of 5,000 in the strike of 1849. This strike lasted several weeks, its purpose being to curtail production to a point where higher prices would enable the competing operators to pay better wages. A settlement was effected through concessions on both sides. The union fell to pieces in 1850, however.

(b) 1865-1875.—During the 10 years immediately following the Civil War two important changes occurred. Among the operators in the northern and southern anthracite fields there had been no community of interest prior to the early seventies. About that time six railroads secured control of the major part of the production, and for the first time a general attempt was made to regulate prices and production and to put an end to the fierce rivalry among the individual operators. The Civil War had caused unusually high coal prices and the opening up of many new mines, all of which were confined to the most accessible deposits. When prices dropped after the war somewhat the same situation was brought about as existed in the Illinois bituminous fields after the unusual production stimulated by the anthracite coal strikes of 1900 and 1902. It became increasingly difficult to operate all of the mines and maintain the same rate of profit. Competition caused further difficulties, and a process of combination, inaugurated by the Philadelphia & Reading Railroad Co. and followed by other anthracite-carrying roads, was begun. This process continued for nearly 40 years.

The decrease in profits following the drop in prices after the war meant serious cuts in wages. During the war wages paid to miners reached the highest level ever known. The decrease in wages resulted in the organization of miners, first in a number of localities and afterwards in an amalgamation of local unions. In 1865 and 1867 several local unions were formed, the strongest of which was the Miners' Benevolent Association at Locust Gap. These unions resisted in various ways, but ineffectually, the reductions in wages. The following year the local unions in the southern field came together in the Workingmen's Benevolent Association. Many strikes and suspensions occurred in attempts to regulate production, increase wages, and establish an 8-hour day. These troubles were settled usually by local agreements. Organizers were sent by the association the same year to the Wyoming region, and in 1869 the union was said to have 30,000 members among 35,000 mining employees.

¹The data upon which this summary is based were obtained from Dr. Peter Roberts' *The Anthracite Coal Industry*, pp. 110-112, 172-184, 192, 193; John Mitchell's *Organized Labor*, pp. 355-361, and various periodicals current at the time.

In December, 1869, a strike was declared against a 25 per cent reduction in wages in the Schuylkill region. The strike was successful, but the operators declared that they could not compete with the other fields on that basis. A series of negotiations then occurred which resulted in an agreement on the part of the Workingmen's Benevolent Association to accept the same rate of wages paid in the northern field in order to permit the Schuylkill region to compete with the Wyoming region. This did not entirely satisfy the miners, however, and in May of the same year a strike for a sliding scale was made. It was successful, and a sliding scale was adopted in a formal agreement. The union was now supreme in the Schuylkill Valley and in a position to dictate terms to the operators. Unfortunately, it soon began to abuse its power. In August, 1869, in direct violation of the agreement following the May strike, it declared another strike, demanding a wage increase. The operators protested that the scale was already too high, but the "W. B. A.," as the union was commonly termed, refused all offers of compromise. The operators were forced to make an agreement with the union on its own terms, but it was disastrous to a number of small operators, who were ruined.

The union was not content with its victories in the Schuylkill region. Organizers were successful in planting unions in the other regions, and soon the entire anthracite field was fairly well organized. The "W. B. A." was politically powerful enough to secure the passage of a law compelling the weighing of coal and the adoption of a standard ton.¹ It was undoubtedly in a position to retain, at least for a considerable time, and probably permanently, the advantageous basis on which collective agreements might be made. For, if advantageous conditions of labor had been maintained in the anthracite field, the displacement of native and older immigrant mine workers would, in all probability, have been gradual, the or-

¹ This law was passed on March 30, 1875, just as the "W. B. A." was broken as a collective bargaining power, but through its influence, strange as it may seem. It was never obeyed and remained a dead letter until the Anthracite Coal Strike Commission of 1902-3 discovered it. See Report of the Anthracite Coal Strike Commission, S. Doc. No. 6, 58th Cong., special sess., pp. 57, 58. The report contains a copy of the law, and comments as follows:

"It is a fact, however, that during this whole period of 28 years since the passage of this act no question seems to have been raised as to its requirements, or complaint made that they have been violated, or the prescribed penalty involved for any alleged violation thereof. The inference is not unfairly drawn from this state of things, that the situation with which the statute purported to deal, has been, on the whole, not unsatisfactory to either miners or operators, and that the provisions of the statute referred to never attracted the notice of the parties affected, and were thus practically ignored."

As to the satisfaction of the miners with the "situation with which the statute purported to deal," serious question was raised by the mine workers, as will be shown in the following pages. The fact remains, however, that the law was never enforced in the beginning, because the "W. B. A." went to pieces about the time it was passed and there was no agency to call attention to the need for its enforcement subsequent to that time until it was forgotten. The statute is in Pepper & Lewis's Digest of the Laws of Pennsylvania, p. 3057. See also John Mitchell: Organized Labor, p. 358.

ganization would have continued its existence and had an opportunity to deal, on terms of comparative equality, with the concentrating control of the mines by the railroads, and even to check it to an appreciable degree. But the Workingmen's Benevolent Association had overstepped its legitimate mark, and in the autumn of 1870 the operators in the northern field threw down the gage of battle by announcing a 30 per cent reduction in wages. The "W. B. A." called a strike over the entire field and the most important struggle in the anthracite field, prior to 1900, was precipitated.

The result was disastrous to the union. In the Wyoming and Lackawanna regions, where the trouble originated, and in the Lehigh Valley the miners were utterly defeated and had to return to work upon the employers' terms. In the Schuylkill region, where the union was strongest and had been in existence the longest, the union was able to secure an arbitration of the matter at issue. But by 1871 the union was totally crushed in the northern fields and was very weak in the middle sections. It retained a fairly strong hold in the southern or Schuylkill region. In the northern field no attempt to secure better conditions was made for 20 years. Even the remnant of the organization in the Schuylkill region was dispersed four years later. The operators, in 1875, announced a 10 per cent reduction in wages, and a five months' strike ensued. When the strike was finally broken the miners had to accept a 20 per cent reduction instead of the original cut in wages which they had fought.

It is interesting to note here that it was at this time the great racial change in the mine workers began. Previous to this they had been natives, Welsh, Irish, English, and Scotch. When the power of the Workingmen's Benevolent Association was broken and wage scales were reduced large numbers of the miners, according to the best evidence available, went west to take advantage of the higher wages paid in the new bituminous fields. Many more entered occupations other than mining, chiefly in the iron and steel plants in Pennsylvania, which were then beginning to expand rapidly. The result was a scarcity of labor in the anthracite field that was so serious as to necessitate a policy of importation. A considerable number of Lithuanians and Poles were brought in in this way in 1877, and others rapidly followed.¹ Competition for labor was keen between the mine operators and other employers. In 1878 the anthracite operators voluntarily increased wages 10 per cent. In 1879 the operators in the northern anthracite field voluntarily advanced wages 15 per cent, while a sliding scale prevailed in the southern and middle fields. This sliding scale was operated on the following basis: When coal was

¹ Reports of the Immigration Commission, vol. 16, pp. 591-594, 659-663. Stories are still told in the Schuylkill region of the importation of immigrants; it is even said that for a time the imported aliens were kept by their employers in stockades to prevent their learning of higher wages elsewhere and seeking better paid occupations.

sold at tidewater at \$5 a ton the miner received \$14 a week, the mine (inside) laborer \$12 a week, and the outside workers \$11 a week. For each advance or decline in price above or below \$5 a ton wages were increased or reduced 10 per cent.¹ Except for these advances, however, no change was made in the rates of wages, and the anthracite mine operators seem to have secured a supply of the newer and cheaper class of immigrant workers sufficient to maintain these rates until 1900.

(c) 1884-1888.—It was not until 1884 that any further attempt at organization was made among the anthracite mine workers. In that year the Miners' and Laborers' Benevolent Association was formed in the Schuylkill region by the English-speaking miners and mine workers who were left. By 1887 this organization had 30,000 members in Luzerne, Carbon, and Schuylkill counties. In the meantime the Knights of Labor had been at work in other regions in the anthracite field and had attained a not inconsiderable strength. In 1887 the two unions joined hands, with a total strength of about 40,000 members in the middle and southern anthracite sections. A strike lasting several months was carried on in 1887, but the operators refused even to arbitrate, and the attempt to obtain wage increases and other concessions failed. The power of the Knights of Labor in the anthracite field was completely broken, and no further attempt at organization was made until the advent of the United Mine Workers of America in 1899.

Thus for 25 years—from 1875 until the strike of 1900—all efforts on the part of the anthracite mine workers in collective bargaining had failed. There seems to be no doubt, even from an unbiased point of view, that conditions of labor had grown worse instead of better. Wages had remained at the same nominal level since 1879, but increasing irregularity of employment and the operators' profits from company stores, high prices of powder, monthly wage payments, and the mulcting of the miner of his returns by faulty systems of weighing and measuring coal greatly reduced the mine worker's actual earnings. The average days worked per annum by the miner decreased from 200 in 1890 to 150 in 1897.² The actual weight of the ton as it came from the mine varied from 2,700 to 4,000 pounds, while the coal was sold in tons of 2,240 pounds. During the 25 years prior to the 1900 strike the average wage of the mine worker was only \$1.50 per day on the basis of a 300-day year, but the average number of days worked per year was 190, the earnings being irregular and uncertain.³ Thirty-seven of the mines had a compulsory store system whose prices, it was asserted, were double

¹ Peter Roberts: *The Anthracite Coal Industry*, p. 110.

² Talcott Williams, in *Atlantic Monthly*, April, 1901.

³ Peter Roberts: *The Anthracite Coal Industry*.

those elsewhere, and the average miner had to support his family under that system on a weekly wage of \$9. Powder had been sold for 20 years to the miners by operators at \$2.75 per keg, which allowed the operators a large profit,¹ and meant an actual reduction of wages to contract miners of between 6 and 7 per cent. The operators charged a fee of \$1 per month for medical attention, which was the subject of much complaint under these conditions of low earnings. The low earnings of workers with families, it was contended by the mine workers, forced their children prematurely into the breakers and mills, and the Anthracite Coal Strike Commission later took an emphatic stand against the employment of young boys in the breakers and urged a higher age limit and a more strict enforcement of the laws.²

The improvement of such conditions as these through collective action by the mine workers had during this period become less and less possible. The mine workers of the type then predominant in the anthracite field were incapable of intelligent collective action on their own initiative. The German, English, Irish, Scotch, and Welsh miners had been supplanted gradually by immigrants from southern and southeastern Europe. In 1880 Lithuanians, Poles, and Slovaks began to come in and be employed as outside laborers, gradually entering the mines as miners as the industry expanded and as the higher grade older immigrant mine workers either occupied executive positions at the mines or migrated to the West. As these newer immigrants became "inside" workers their places as "outside" workers were taken by a still more recent type of immigrant, represented by Ruthenians and South Italians, as well as by other Poles and Slovaks.³

¹ It was asserted that when the price was reduced to \$1.50 per keg, some of the operators still made a small profit. Later it was sold at \$1.15 and \$1.10 a keg without loss.—World's Work, November, 1910, p. 5.

² Report of Anthracite Coal Strike Commission, pp. 47, 48. A general discussion, from the mine workers' point of view, of conditions in the anthracite field from 1875 to 1900 is given by John Mitchell in his *Organized Labor*, pp. 357-361.

³ Reports of the Immigration Commission, vol. 16, pp. 591-593; Talcott Williams, in *Atlantic Monthly*, April, 1901. The following statistics for a representative anthracite mining community in Schuylkill County are illustrative of the racial changes: *

Race.	Per cent coming into the community in the specified period.					
	1845-1869	1870-1879	1880-1889	1890-1899	1900-1908	Total.
English.....	29.4	5.2	36.1	7.0	22.3	100.0
Welsh.....	24.5	26.5	38.8	6.1	4.1	100.0
Irish.....	42.8	18.3	28.4	4.1	6.4	100.0
German.....	15.0	27.5	30.0	20.0	7.5	100.0
Lithuanian.....	.....	2.0	19.0	35.0	44.0	100.0
Polish.....	.1	.9	18.0	29.0	52.0	100.0
Ruthenian.....	.....	1.0	16.0	21.0	62.0	100.0
Slovak.....	.....	.....	17.6	35.4	47.0	100.0
Italian, South.....	2.0	.....	7.0	11.0	30.0	100.0

* Compiled from tables on p. 660 of Reports of the Immigration Commission, vol. 16, giving a report on a representative community in the anthracite field (Shenandoah, Pa.).

The result was an absence of protest on the part of the workers against conditions. Even local labor disturbances were rare, and when they did occur the services of immigrant clergy as mediators and arbitrators were often used for the primary purpose of maintaining peace with the operators rather than for the betterment of conditions.¹ The racial change in the composition of the mine workers was not only an evidence in itself of wages too low and opportunity for earnings too slight to maintain the standard of living required by the native, German, or British born worker, but it established the employer in an autocracy more absolute than ever before. Any possibility of an autonomous, spontaneous organization of workers of sufficient power to bargain collectively with their employers was almost, if not quite, inconceivable.

FROM 1899 TO 1903.

Into this situation came a quickening, organizing force from without. The United Mine Workers of America, which since 1897 had become a dominant factor among the workers in the bituminous fields, sent organizers into the Pennsylvania anthracite fields in the latter part of 1899 and in the spring of 1900. Their advent marked the beginning of the short but decisive period in which the present basis of collective bargaining was laid.

The preliminary struggle in 1900.—The success of the United Mine Workers' organizers in the work of actual organization—that is, of forming local unions—was slow, but “they were successful in reviving hope, allaying fear, and preparing the mine workers for the struggle that seemed inevitable.”² After several months' work of this nature, a convention was called to meet in Hazleton in July. Although some delegates favored an immediate strike, the leaders of the movement secured the adoption of a conciliatory policy, and the officers of the union were directed to invite the operators to meet the representatives of the union in joint conference in August for the purpose of formulating a wage scale. This invitation was not accepted by the operators. The union's representatives thereupon drafted a series of demands and decided to call a strike unless the demands were acceded to within 10 days. The operators continued to ignore the mine workers' union and a strike was declared, to begin on September 17.

The actual membership of the United Mine Workers in the anthracite field at this time was less than 8,000, but between 80,000 and 100,000 men and boys obeyed the strike call on the first day. In two weeks' time 90 per cent of the 144,000 workers were out. On Oc-

¹ Comment in the *World's Work*, November, 1910, p. 5.

² John Mitchell: *Organized Labor*, p. 365.

tober 3 the operators posted notices to the effect that an increase of 10 per cent in wages would be made. This offer, while not coming as a formal concession to the mine workers' representatives, was regarded as a proposal, but, because it gave no promise of continuing the increase for any definite time and contained no concessions in response to the other demands of the mine workers, it was rejected and the strike was continued.

On October 20 the operators withdrew the notices and substituted others to the effect that a 10 per cent increase in wages would be made, the price of powder would be reduced (this reduction to be taken out of the advance in wages, the powder-price reduction amounting to 6 or 7 per cent advance in wages), wages would be paid semimonthly in cash, and the other grievances would be later adjusted.

These terms were accepted by the executive committee of the mine worker's organization, and work was resumed on October 29. The lead in offering these concessions was taken by the Philadelphia & Reading and the Lehigh Valley railroads, and the other corporations and operators immediately followed suit.

There can be little doubt that unusual circumstances favored the mine workers in this strike, in spite of an unfavorable outlook at the start. The operators were in an excellent position to withstand a long suspension of production, as the market was glutted with coal, and their attitude of silent defiance before the strike was called was probably as much due to this condition as to their feeling of security from any effectual attack by a comparatively insignificant organization among the mine workers. Although the extent to which their employees obeyed the strike call of this small body was probably unexpected, the operators had every physical element of success on their side. But opposed to them was a factor on whose strength they had not counted and whose force they were not in a position to estimate correctly. This factor was public opinion at the time of a presidential election.

During the decade or more of nonresistance from the mine workers and of control by New York financial interests, the operators had grown complacent in their belief in their own absolute mastery of the relations between themselves and their employees and were thus unable to gauge the significance of new elements which might enter into the situation. Their adoption of a studied policy of ignoring the mine workers' demands was a weapon which proved, with almost stunning rapidity, to be a boomerang to the financial and political interests with which they were identified.

The election was a little less than two months away when the strike began, and the Republican managers feared an eleventh-hour failure of their apparently certain victory. In fact, political leaders,

even before the strike began, endeavored to persuade the operators to avert it, and after it was called and popular opinion had begun to show itself in sympathy with the strikers, all possible influence was brought to bear for its settlement with as little delay as possible.¹ There seems to be little doubt that the operators were forced, by a combination of financial and political interests, to make concessions they would not have otherwise thought of making.

Plans of mine workers for a decisive contest, 1901.—The ending of the strike of 1900 left open for settlement several matters, chief among which was the question of recognition. The mine workers' union did not feel that it had gained more than a skirmish victory, and continued its work of organizing the mine workers. This was now a much easier task for the United Mine Workers' officers than before the strike. The advance in wages and other concessions, wrung from the operators under circumstances so unexpected and extraordinary, had enhanced the prestige of the union. Its ability to gain tangible benefits was proved to the satisfaction of the mine workers. In a short time practically the entire anthracite field was organized, and the leaders of the recruited and encouraged forces felt that they were ready for a decisive battle. Although the mine workers' demands raised some very material issues, such as higher wages and shorter hours, the approaching contest was planned to be a struggle not so much for the betterment of specific conditions as for the establishment of a real basis for collective bargaining with the operators. Recognition of the union in some form and to some appreciable degree was the vantage point on which the mine workers' leaders centered their next campaign.

Early in 1901, John Mitchell, president of the United Mine Workers, communicated with the operators with a view of taking up these questions. While he did not succeed in securing a conference on a wage scale, it seems to be true that there was an informal understanding reached that, if peace was maintained during 1901, the wage increase granted in 1900 would be continued and the questions raised by the mine workers would be considered by the operators in 1902.² Whatever may have been the exact terms of this informal agreement, Mr. Mitchell, in April, 1902, again invited the operators

¹ John Mitchell, in his account of the strike, frankly acknowledged this. He said: "A circumstance which proved of incalculable assistance to the mine workers was the fact that a presidential election was to take place on November 5. Senator Hanna, chairman of the national Republican committee, had endeavored to avert the strike; during its progress he had made repeated efforts to bring about an amicable settlement."—*Organized Labor*, p. 366.

² "In an interview held in 1901, in which President Thomas of the Erie Railroad, Senator Hanna, the presidents of the Anthracite Districts of the United Mine Workers, and I took part, it was agreed that the conditions of 1900 should be maintained, and the representatives of the mine workers left the conference with the hope, if not the anticipation, that the union would be ultimately recognized."—John Mitchell: *Organized Labor*, p. 370.

to participate in a joint conference, the immediate object of which was to formulate a wage scale for the ensuing year. This invitation the operators flatly declined. Their refusal to enter into any sort of collective relations was regarded by the mine workers as a violation of the promise made in the previous year, and it undoubtedly precipitated the struggle of 1902, which has gone into the industrial history of the Nation as an event of far-reaching importance.¹

At their Shamokin convention the mine workers passed resolutions formulating their demand for better conditions of employment and threatening curtailed production until the operators should come to an agreement. The operators flatly refused all demands and proposals on two grounds: (1) That further increases in wages would be impossible, and (2) that the proposals suggested were impracticable. The tone of their replies was such as to leave little hope of the possibility of success through further conferences and negotiations.

The strike of 1902.—The failure of these attempts for peaceful settlement of the issues led to the great strike of 1902. A "temporary" strike was called by the United Mine Workers' executive committee on May 12, 1902. This was ratified and the strike was continued by action of a delegate convention on May 14. The total vote cast was 811, the majority in favor of striking being 111½, and the number voting for the strike being 57 per cent of the convention. Later the engineers, firemen, and pump men employed at the collieries decided to join their fellow workmen. The strike lasted from May 12, 1902, until October 23, 1902.

The seriousness of the strike may be realized when it is remembered that the losses incurred probably amounted to not less than \$100,000,000. The decrease in receipts of the coal mining companies for their product at the mines was estimated to be \$46,100,000, according to a statement by W. C. Ruley, chief of the bureau of anthracite coal statistics. The mine employees lost in wages about \$25,000,000, and the United Mine Workers expended about \$1,800,000 in relief funds. The total decrease in coal freight receipts of the transportation companies was estimated at about \$28,000,000.² Nearly the entire body of mine workers, numbering about 147,000, remained idle for over five months.

In October a public proposal for the arbitration of the issues involved came from the operators. The transition from a situation such as existed in May to what was practically a capitulation on the part of the employers was so marked that it needs to be reviewed in some detail. It constitutes perhaps the most interesting chapter in the history of industrial relations in the anthracite field. The ele-

¹ Report of the Anthracite Coal Strike Commission, pp. 32, 217-223; John Mitchell; Organized Labor, pp. 370, 371.

² Report of the Anthracite Coal Strike Commission, p. 37.

ments that wrought the change were not confined to the participants in the contest; the struggle became a matter of intense national interest, and the aroused public opinion brought into play forces both financial and political. This transition illustrates in a vivid way some of the conditions under which an industrial conflict may be so bound up with larger social issues that it is often difficult to distinguish the primary causes from the occasioning incidents and to discern the influence of that "inside history" which has so often been said to be true history. Even to-day the events are relatively so recent that it is impossible to comprehend the full significance of the interplay of motives, personalities, and forces. Only the general outlines appear to be clear.

The attitude of the operators in 1902 was the result probably of several considerations. In the first place, they were anxious to avoid entering into contractual relations with their employees, and with the union especially, because of their conception of employers' rights. The 1900 strike had done nothing to cause them to modify this conception, since the concessions they made then were sacrifices on political altars rather than a change in their industrial relations. In the second place, they were still resentful of the interference by political and financial interests. They felt that they had been, perhaps needlessly, coerced into taking a humiliating position before their employees¹ and were eager to have an opportunity to reassert their control of their own industry. In the third place, the operators rather welcomed the strike at this particular time. Largely because the steel strike had failed shortly before, they believed that public sentiment would be against the strikers.

This position was maintained by the operators with a persistence and an assurance that were remarkable. All attempts to prevent the strike were fruitless because of the operators' unbending attitude. The tentative offer of the United Mine Workers to compromise on a 5 per cent wage increase was thrust aside.² Even when popular sentiment had disappointed their expectations and had developed into the expression of a spirit decidedly inimical to their attitude they were unyielding. For the first few weeks the consumers of anthracite coal felt no hardship because of the summer months, but the supply was small and was quickly bought up in anticipation of a shortage even before the cold weather set in. When cold weather came the retail price of anthracite soared to unprecedented figures, rising from \$3 and \$4 a ton to \$20 and \$30, in spite of the fact that bituminous coal was rapidly substituted so far as possible.

The coal shortage intensified the opposition to the cause of the operators, which had been unpopular from the beginning of the

¹ Talcott Williams, in *Review of Reviews*, July, 1902, p. 65.

² M. G. Cunniff, in *World's Work*, July, 1902, p. 2342.

strike, for two reasons: (1) Because sympathy had been with the mine workers on humane grounds and had grown with the refusal of the operators to consider compromises or offers of arbitration; (2) because the public looked upon the control of the anthracite industry as a "trust," and trusts were beginning to be objects of rather general denunciation from the forum and in the press. The offer of the mine workers' president to ask the miners to resume operations in order to relieve the consumers, provided the operators would agree to refer their differences to the decision of a prominent financier, was rejected, and, of course, served not only to concentrate attention on the monopolistic phase of the situation, but also to create a feeling that the mine workers had exhibited a public-spirited fair-mindedness.

The course taken by the operators not only occasioned a widespread expression of disapproval in the public press, but by the middle of September their method of dealing with the situation was beginning to be looked upon as unwise, even by their own political and financial associates. Political leaders attempted to persuade them to end the strike, even at the price of some concessions, but without success. By October public sentiment was so plainly with the mine workers that the President apparently felt that the time was ripe to suggest arbitration. Accordingly he invited the operators and Mr. Mitchell to the White House and proposed a settlement of the strike by arbitration. Mr. Mitchell promptly agreed to abide by the decision of any arbitrators the President would name. The operators, however, here made a fatal blunder. Instead of preserving even an appearance of public-spiritedness, their representatives read type-written statements denouncing Mitchell and the union, flatly refusing arbitration, and asking for Federal troops to protect their mines and employees.

This exhibition of a lack of adroitness—to say the least—on the part of the operators was the turning point in the struggle. Public disapproval of their attitude and their course became vigorous and caustic and practically unanimous in the press, encouraged and united the mine workers more than ever, and extended itself so unmistakably to the financial interests which were supposed to control the anthracite railroads, that the issue was fast spreading beyond the limits of the industry.

The arbitration of 1902-3.—The intensity and extent of public interest at this time in an industrial struggle was almost unprecedented. The outcome of many attempts to bring about a settlement was an expression of willingness on the part of the hard-coal interests to submit to arbitration under certain conditions. This willingness was expressed in a letter addressed by some of the leading operators to the public in October, 1902, suggesting the

appointing of a commission by the President to which should "be referred all questions at issue between the respective companies and their own employees, whether they belong to a union or not," and the findings of which should be binding on all concerned for a period of three years. The letter was signed by the following operators: Geo. F. Baer, president Philadelphia & Reading Coal & Iron Co.; Lehigh & Wilkesbarre Coal Co.; Temple Iron Co.; E. B. Thomas, chairman Pennsylvania Coal Co.; Hillside Coal & Iron Co.; W. H. Truesdale, president Delaware, Lackawanna & Western Railroad Co.; T. P. Fowler, president Scranton Coal Co.; Elk Hill Coal & Iron Co.; R. M. Olyphant, president Delaware & Hudson Co.; and Alfred Walter, president Lehigh Valley Coal Co.

It was suggested that the proposed commission be constituted as follows:

(1) An officer of the Engineer Corps of either the military or naval service of the United States.

(2) An expert mining engineer, experienced in the mining of coal and other minerals and not in any way connected with coal mining properties, either anthracite or bituminous.

(3) One of the judges of the United States courts of the eastern district of Pennsylvania.

(4) A man of prominence eminent as a sociologist.

(5) A man who by active participation in mining and selling coal was familiar with the physical and commercial features of the business.

The operators also suggested that immediately upon the constitution of the commission the strikers should go back to work.

The President at once undertook the task of using this offer as the opening of a road toward peace. He first sent for Mr. Mitchell. The mine workers' leader protested against arbitration which in his opinion would be by a one-sided arbitration board, but he was said to have been assured by the President that in appointing the arbitrators he (the President) could satisfy the conditions stipulated by the operators and yet secure men who could be depended upon to be unbiased. To this Mr. Mitchell agreed and the President named as members of the commission Brig. Gen. John M. Wilson, E. W. Parker, Judge George Gray, E. E. Clark, Thomas H. Watkins, Bishop John L. Spalding, and Carroll D. Wright, who also acted as recorder. These names were found to be satisfactory to the operators and to the mine workers. They were first approved by the executive boards of districts 1, 7, and 9 of the United Mine Workers, and upon recommendation of the executive boards, the acceptance of the terms of arbitration proposed by the operators was ratified by vote of a delegate convention. John Mitchell, president of the United Mine Workers, was authorized by the convention to represent them, "the

representatives of the employees of the various coal companies engaged in operating mines in the anthracite coal fields of Pennsylvania * * * in all hearings before the commission."¹

After extensive hearings and a somewhat intensive investigation of conditions in the field, the commission made its report and published its awards on March 18, 1903.² The decision was generally regarded as a victory for the mine workers. They received over half of the wage increase they demanded and over half of the decrease in hours. Their demands for the adoption of a system by which coal should be weighed and paid for by weight, with a minimum of 60 cents for a legal ton of 2,240 pounds, was refused, but existing conditions were improved. The demand for an agreement with the United Mine Workers was practically acceded to, although formal recognition of the union was denied.

Thus, in spite of circumstances distinctly favorable to the operators at the beginning of the strike, and in spite of the general belief that the miners would be defeated, the outcome was not only in favor of the strikers, but it gave them a recognized basis for future collective bargaining. If any one cause can be given for this unexpected denouement, the ill-judged and tactless attitude and policy of the operators must be so assigned.³

Summarizing the above review of the events in the relations between employers and employees in the anthracite field from 1899 to 1903, the fact stands out in clear relief that the strikes of 1900 and 1902 were fundamentally different in their spirit and in their purposes. This difference indicates that a distinct advance was made toward collective bargaining in these four years. The 1900 strike was primarily a movement for better conditions of living and working. The 1902 strike was essentially a struggle to attain a basis for collective trade agreements. It is true, of course, that in both strikes there were involved demands for recognition, for higher wages, for shorter hours, and for the amelioration of certain other conditions, but the difference in emphasis was quite plain. This was not without a very logical reason. The mine workers in 1900 were uneducated in organization, and the necessity for gaining concessions of

¹ Report of the Anthracite Coal Strike Commission, pp. 11-13.

² The findings and recommendations of the Anthracite Coal Strike Commission are reproduced in full in Appendix B to this study.

³ "When the struggle began, in 1902, there were few who believed that the miners could escape a complete overthrow. At that time, the mine workers, rather than incur the fearful suffering of a strike, would have been willing to accept a small fraction of their original demands. Had the men in control of the coal companies understood the problems of labor as they understood those of finance, had they foreseen the results of the strike, they would by all means within their power have sought to prevent the outbreak of hostilities. The sequel has shown that the miners gained more by the strike of 1902 than they would have gained by the agreement they fought for, and that they secured more from arbitration than they could have secured even from a successful strike."—Walter E. Weyl, in *Review of Reviews*, April, 1903, p. 460.

a very tangible, bread-and-butter character was fundamental to future collective effort. In 1902 the organization not only had greater cohesiveness and more members, but it could lay claim to a certain degree of stability. Its victory in 1900 had made easy the recruiting of large numbers of newer immigrant miners who were willing to undergo the hardships of another strike when the results of striking were so concrete. The demands for higher wages, shorter hours, and reforms in the method of weighing coal were, of course, desired by all the mine workers and union officials, but they served as a very potent rallying point for the newer immigrants. The demand on which the United Mine Workers' officials laid the greatest emphasis, and which was, to their way of thinking, the real issue of the strike, was for recognition and a collective agreement.

The 1900 strike was thus a preliminary battle to generate confidence in the attacking army. The 1902 strike was the real struggle for the sort of independence that would give the mine workers the right to sell their labor through their own collective agency at the best prices possible.¹

FROM 1903 UNTIL THE PRESENT TIME.

Since the award of the Anthracite Coal Strike Commission, collective bargaining in the anthracite field has been established on a basis whose firmness and strength have increased.

There has been practically no interruption of contractual relations. The original awards were to continue in force for a period of three years, from April 1, 1903, to March 31, 1906. They provided for a board of conciliation and a method of selecting umpires for the arbitration of disputes arising under the agreement. At the expiration of the initial period and after a "peaceful" suspension of work for 45 days the awards were extended, without change, by a signed agreement between the operators and their employees for a second period of three years, or until March 31, 1909. When this term had expired the awards were again extended, with certain modifications, by another agreement for a third period of the same length and terminating March 31, 1912. On April 1, 1912, operations were

¹ M. G. Cunniff, in *World's Work*, July, 1902, pp. 2342, 2343. President John Mitchell of the United Mine Workers, reviewing the strikes of 1900 and 1902 in his book, "Organized Labor," said:

"The coal strike of 1900, while resulting in a victory for the men, did not solve the problem of the proper relation between labor and capital in the anthracite field. Instead of fairly meeting the men face to face and arranging by joint agreement the wages, hours of labor, and conditions of work to prevail in the region, the operators simply posted notices upon their breakers and towers, and the men accepted the concessions thus announced. There was no meeting between representatives of the two sides and no formal treaty was made * * *. Just as the American colonies secured their independence in the Revolutionary War, but did not secure its confirmation until the War of 1812, so the anthracite mine workers of Pennsylvania gained their liberty in 1900, but did not firmly establish it until 1902" (p. 368).

again suspended until a new agreement was signed on May 20. This agreement provided for an extension of four years, or until March 31, 1916, granted an advance of 10 per cent in wages, provided for local conciliation machinery in addition to that provided nine years before, and made some other changes in working conditions and the rights of checkweighmen and check docking bosses.

During this period the recognition of the United Mine Workers, which was technically refused by the Anthracite Coal Strike Commission, has been gradually conceded in terms that were more clear in each agreement, although even now complete and formal recognition is not acknowledged by the operators. The strength of the union, while variable at times, has, on the whole, exhibited a marked increase. To-day, nearly four years since the 1912 agreement was signed, it is stronger than ever before in its history, and, with few exceptions, the closed shop is in force. The 1912 agreement, with its provisions for local conciliation machinery, has greatly aided the growth of the union, and the union officials have made especial efforts to recruit its ranks to their full force. The conditions of labor have undoubtedly been improved. Certain abuses have been eliminated, hours have been shortened, and wages have been increased.

The result has been a period of peace and uninterrupted production, except for the short suspensions in 1906 and 1912 and for a number of petty strikes immediately following the 1912 agreement. The removal of anthracite from the field of direct competition with bituminous as a manufacturing fuel has gradually reached the point where it is almost complete. The operators have been able to increase the prices of anthracite to a point which has afforded them more than sufficient return to compensate for increased material and labor costs. While the mine workers' union has by no means gained all of its goals and is insisting on further concessions, the mine workers are, on the whole, well satisfied with the progress they have made. The operators, it is needless to say, would not be again willing to take their chances of prosperity under conditions similar to those existing prior to 1903, in spite of their reiterations of their "private rights" as employers. In fact, it is not going too far to state there is rather a decided feeling, among some of them at least, that complete recognition and a closed shop would be advantageous rather than otherwise to the industry.

With this brief account of industrial relations in the anthracite industry and an outline of some of the principal factors in the establishment of the present basis of collective bargaining in mind, the methods later employed in making agreements and in the settlement of disputes and grievances under the agreements may be discussed in greater detail.

THE MAKING OF TRADE AGREEMENTS.

The relations between employers and employees which were established for three years by the awards of the Anthracite Coal Strike Commission were continued by three subsequent agreements, negotiated by representatives of the operators and mine workers in 1906, 1909, and 1912. While there was an element of "agreement" in 1902 in the sense that both sides declared their willingness to abide by the decisions of the strike commission, the settlement of the differences was essentially arbitrativ in its character. The subsequent agreements, however, were made without the use of any arbitrativ methods and were trade agreements in the strict meaning of the term.

Before discussing the various phases of agreement making it is important to note that, while the agreements in the anthracite industry have followed very closely the form and the scope of the strike commission's awards, there has been manifested a growing tendency to break away from the terms of the awards. In 1906 the awards were simply extended without modification or additions for a period of three years. In 1909 some modifications in a few unimportant particulars were made and a few new provisions were added. In 1912 the modifications and new provisions were more important in their character and the emphasis on the constitutional nature of the awards was less pronounced, and the agreement was for a period of four years. In 1916 the proposals of the mine workers contemplated several fundamental changes which, if put into effect, would result in making the agreement itself a real constitution of industrial relations and in rendering the machinery for the settlement of grievances an essentially legislative system, capable of enacting regulations and provisions relating to wage rates and all conditions of work. The progressive element in this development has been the mine workers. The operators have consistently adopted a conservative attitude and have attempted to keep in force the provisions of the 1903 awards with as little change as possible.¹

¹The following paragraphs with which the first answer of the anthracite operators to the demands of the mine workers in 1912 was introduced, illustrates the operators' attitude:

"We are unable to accede to the demands presented by you at the joint conference in New York City on February 27. Were we to do so, we should cast aside, in large part, the work of the Anthracite Strike Commission appointed by the President of the United States in 1902.

"After months of conscientious and painstaking effort in the investigation of the problem presented to them, the award they rendered stands recognized as the most just and sound solution of labor difficulties ever secured in this country. It has stood the test of time, has been twice renewed by mutual agreement, has preserved peace in an industry long subject to contentions and interruptions, has brought good wages to the employees, stability of employment to the many industries depending upon mining, and general prosperity to the anthracite region. It should be conclusive as to all facts and issues which it covered, and these have not since changed."

Furthermore, the actual process of negotiating agreements has undergone a considerable development. As it will be pointed out later in some detail, the method of making agreements has changed from the unbusinesslike open conference method in which large committees from both sides took part to the negotiation of the detailed terms of the agreement in small committees composed of the leaders on both sides. Whether the latter method is sufficiently democratic or not, there can be little doubt that a closer understanding is brought about between the representatives of the opposing parties. The result in 1912 was undoubtedly a great deal more satisfactory than in previous negotiations.

It is purposed in the following discussion of agreement making in the anthracite industry to keep in view these and other tendencies as indications of a very real evolution in the process of collective bargaining. For the sake of clearness the following specific phases of agreement making will be discussed in the order in which they are given below:

The issues.

Arbitrative methods.

Conciliative methods, including a description of the actual process of negotiating agreements.

The tendency toward recognition of the United Mine Workers of America.

Importance of suspensions in collective bargaining.

Competition with bituminous coal as an element in collective bargaining.

Collective action among employers in their relations with employees.

THE ISSUES.

The principal questions or issues raised in the process of collective bargaining between the anthracite coal-mine workers and the operators may be summarized as follows:

1. Questions relating to wages:
 - (a) Rates and scales.
 - (b) Methods of payment.
2. Hours of labor.
3. Recognition of union:
 - (a) As party to wage contract.
 - (b) Right to collect dues.
 - (c) Discrimination on account of union affiliation.
4. Methods of settling disputes.
5. Length of agreement.

The manner in which these issues were raised by the United Mine Workers of America in the anthracite fields in Pennsylvania, and in which they were settled by awards and agreement in 1903, 1909, and

1912, are shown in the tabulation below. It should be noted that the "demands" are the form in which the issues were raised by the union; that is, in the resolutions adopted by union conventions and as presented by the union representatives to the strike commission in 1903 and the conferences of 1909 and 1912. In the hearings and deliberations the demands were often radically modified. Sometimes, instead of retaining a general or sweeping character, they become specific. The resulting awards and agreements were naturally and inevitably compromises. How far the original demands of the union, and therefore the issues, were actually changed may be seen in the awards and agreements; for this reason the resulting awards and agreement provisions are given in the tabulation, which follows:¹

ISSUES INTRODUCED BY THE ANTHRACITE MINE WORKERS IN THE MAKING OF TRADE AGREEMENTS OF 1909 AND 1912 AND IN THE SETTLEMENT OF DIFFERENCES IN 1903.^a

Issues.	Demands of union and results of award or agreements in—		
	1903	1909	1912
I. Wages:			
(a) Rates and scale.	<p><i>Demands:</i> 20 per cent increase upon prices paid in 1901 to employees preferring contract or piece-work; minimum of 60 cents per ton of 2,240 pounds.</p> <p><i>Award:</i> 10 per cent increase to all employees, except 5 per cent for material-hoisting engineer, other engineers and pumpmen, the last-named together with firemen to receive 10 per cent increase from Nov. 1, 1902, to Apr. 1, 1903.</p>	<p><i>Demands:</i> 10 per cent increase for all employees receiving \$1.50 or less per day and 5 per cent increase for all receiving over \$1.50 and under \$2 per day.</p> <p><i>Agreement:</i> Rates paid for new work not to be less than rates paid under 1903 award for all work of a similar kind or character.</p>	<p><i>Demands:</i> 20 per cent increase for all employees over and above rates of 1903; minimum wage of \$3.50 per day for miners and \$2.75 for laborers on consideration work.</p> <p><i>Agreement:</i> 10 per cent increase over 1903 rates and wage scale; contract miners and laborers when working on consideration to be paid not less than the rate paid company miners and laborers at the mine where the work is being performed; rates paid by contract miner not to be less than the standard rate for that class of work.</p>
(b) Methods of payment.	<p><i>Demands:</i> Weight of ton to be 2,240 pounds; adoption of system by which coal can be weighed wherever practicable, the existing differentials to be maintained.</p>	<p><i>Demands:</i> All coal to be mined and paid for by ton of 2,000 pounds; uniform pay statements to be issued by employees.</p>	<p><i>Demands:</i> All coal to be mined and paid for by ton of 2,240 pounds wherever practicable; uniform payment for props; check weighmen and check docking bosses not to be interfered with; abolition of system whereby contract miner has more than one working place or employs more than two laborers; sliding scale abolished.</p>

¹ The issues involved in the preliminary strike of 1900, as pointed out elsewhere, related mainly to bettering specific conditions of labor. Recognition was less emphasized in 1900 than in 1902. The grievances in which the strikers took especial interest were:

(1) The company-store system, under which it was alleged that prices double those in other retail stores were charged and at which employees were compelled to buy.

(2) Excessive prices for powder.

(3) Excessive weight of "miner tons."

(4) Compulsory medical fee.

(5) Low wages.

^a The agreement of 1906 merely continued the 1903 awards of the Anthracite Coal Strike Commission without change or addition.

ISSUES INTRODUCED BY THE ANTHRACITE MINE WORKERS IN THE MAKING OF TRADE AGREEMENTS OF 1909 AND 1912 AND IN THE SETTLEMENT OF DIFFERENCES IN 1903—Continued.

Issues.	Demands of union and results of award or agreements in—		
	1903	1909	1912
I. Wages—Concl'd. (b) Methods of payment—Concl'd.	<i>Award:</i> Sliding scale of wage payments; payment of contract miners' laborers to be direct by company; existing methods of payment for coal mined to be adhered to; any increase in size of car or in topping to be accompanied by proportionate increase in rate paid per car; checkweighmen and check docking bosses to be provided by miners when desired; distribution of mine cars must be equitable.	<i>Agreement:</i> Pay statements to be issued by employers.	<i>Agreement:</i> Work of checkweighmen and check docking bosses not to be interfered with, provided they do not interfere with operation of colliery, and they must be elected by contract miners in meeting specifically called for that purpose.
II. Hours	<i>Demand:</i> 20 per cent reduction in hours of labor without any reduction of earnings for all employees paid by the hour, day, or week. <i>Award:</i> 8-hour shifts for engineers, firemen, and pumpmen, with no reduction in wages and Sundays off at company's expense; other employees to be paid on basis of 9-hour day the same wages as received for 10-hour day, with overtime in excess of 9 hours.	<i>Demand:</i> 8-hour day, with no reduction of wages. <i>Agreement:</i> No provision..	<i>Demand:</i> A work day of not more than 8 hours for all inside and outside day labor, with no reduction in wages. <i>Agreement:</i> No provision.
III. Recognition of Union:			
(a) Recognition as party to wage contract.	<i>Demand:</i> Agreement between United Mine Workers of America on wages and conditions of employment. <i>Award:</i> No recognition except "an organization representing a majority of the mine workers" in each district as authority to name member of board of conciliation; violations of award not to invalidate any of its provisions.	<i>Demand:</i> Agreement and complete recognition of United Mine Workers of America to negotiate a wage contract. <i>Agreement:</i> No recognition except of "representatives of the anthracite mine workers" as party to agreement.	<i>Demand:</i> Recognition of United Mine Workers of districts 1, 7, and 9 as a party to negotiate a wage contract. <i>Agreement:</i> No recognition except of "the anthracite mine workers' organization" as party to agreement.
(b) Recognition of right to collect union dues.	<i>Demand:</i> None stipulated. <i>Award:</i> No provision.....	<i>Demand:</i> Right of United Mine Workers of America to collect union dues as it pleases. <i>Agreement:</i> Provisions of board of conciliation as to union dues and posting of notices were ratified.	<i>Demand:</i> Right to provide a method for the collection of revenues for the United Mine Workers of districts 1, 7, and 9. <i>Agreement:</i> No provision.
(c) Discrimination on account of union.	<i>Demand:</i> None stipulated in formal demands, but made against discrimination in conference. <i>Award:</i> No discrimination allowed on account of union or nonunion affiliation by employers or union.	<i>Demand:</i> None stipulated in formal demands, but made against discrimination in conference. <i>Agreement:</i> Employee discharged for being member of union to have right to appeal to conciliation board.	<i>Demand:</i> None stipulated. <i>Agreement:</i> No provision.

ISSUES INTRODUCED BY THE ANTHRACITE MINE WORKERS IN THE MAKING OF TRADE AGREEMENTS OF 1909 AND 1912 AND IN THE SETTLEMENT OF DIFFERENCES IN 1903—Concluded.

Issues.	Demands of union and results of award or agreements in—		
	1903	1909	1912
IV. Methods of settling disputes (conciliation and arbitration).	<p><i>Demand:</i> In agreement to provide satisfactory methods for the adjustment of grievances.</p> <p><i>Award:</i> Establishment of joint conciliation board of three miners' representatives and three operators' representatives, and arbitration by umpire to be appointed by a judge of the third United States judicial circuit.</p>	<p><i>Demand:</i> Adjustment of disputes arising under wage contract according to provisions of the agreement.</p> <p><i>Agreement:</i> Dispute at any colliery to be first taken up with local mine executive before being taken to board of conciliation.</p>	<p><i>Demand:</i> A more uniform and convenient system of adjusting local grievances within a reasonable time; arbitration by federal authority in case agreement failed to be made.</p> <p><i>Agreement:</i> Provision for grievance committee of not more than 3 employees which must (1) take up grievance with foreman; (2) with company officials; (3) with members of conciliation board for district; (4) with entire board for final settlement or reference to umpire. The committees to meet with company officials and prepare statement of wages for use of board. District member of board elected by miners may sit with grievance committees.</p>
V. Length of agreement.	<p><i>Demand:</i> None stipulated in formal demands.</p> <p><i>Award:</i> Three years. (The awards of 1903 were continued in the 1908 agreement for another 3 years.)</p>	<p><i>Demand:</i> One year.....</p> <p><i>Agreement:</i> Three years...</p>	<p><i>Demand:</i> One year.</p> <p><i>Agreement:</i> Four years.</p>

In the main the above tabulation presents a fairly comprehensive view of the questions on which the workers and their employers sought agreement and of the degree of agreement they attained. The most striking general facts are, first, that the award of the Anthracite Coal Strike Commission largely set the precedent for the scope of subsequent agreements, and, second, that the existing methods of wage payment (differentials, size of ton, and wage rates according to occupation), methods of discipline, and general system of mine management and operation, were little disturbed. Even the sliding scale, introduced by the award of 1903 as the result of a compromise, was abandoned by mutual consent in 1912. The changes in wage rates were expressed in horizontal percentages, no changes in hours were made after the 1903 award, the methods of conciliation and arbitration under the agreements were modified, but not fundamentally changed, and the length of the agreement period was altered in but one instance and then only slightly. At the same time, without disturbing in any noteworthy degree the existing methods of management, the agreements show distinct progress on the part of the union toward formal recognition as a party to the wage con-

tract and in the incidental question of collecting union dues and preventing discrimination against union workers, and a very apparent development of the system of settling grievances and disputes.

Taking up more specifically the various issues in the making of the wage contract, there are some details worthy of especial mention.

The question of wages was confined to a horizontal wage increase. The demand for a minimum of 60 cents per ton of 2,240 pounds was not even considered by the Coal Strike Commission in 1903 beyond pointing out the fact that differentials made such a rate impossible. The demand in 1909 of a 10 per cent increase for employees receiving \$1.50 or less a day and a 5 per cent increase for those receiving over \$1.50 and under \$2 per day was similarly fruitless. The demand in 1912 for a 20 per cent wage increase and for a minimum wage of \$3.50 per day for miners and \$2.75 for laborers, and a 20 per cent advance in all wage rates was successful only in so far as a general rate increase of 10 per cent was agreed upon. While it is true that some difference in wage increases were made in the 1903 award for various occupations, they in no way affected the differentials in the various mines. Furthermore, the most radical change affecting rates made since the strike of 1902 in the form of a sliding scale, likewise did not alter the differentials. In reference to the sliding scale, the comment of the Strike Commission is interesting:

The commission has not thought it wise to adopt an arrangement for a sliding scale as a substitute for an increase in the compensation of mine workers, and has, accordingly, in its preceding awards, provided for such direct increase as in its judgment is fair to both operator and mine worker, for the period of three years. Therefore, in prescribing the following sliding scale the commission does not do so with the expectation that it means any immediate addition to the increases already provided for in the earnings and wages of mine workers, or that it necessarily means an increase at all, but with the thought that if in the future the price of coal should become what might be called abnormally high there might be participation by miners and mine workers in the profits derived from such increased price.

In establishing a sliding scale of wages for the entire district, the Strike Commission merely followed the precedent furnished in the sliding scale that had existed for a number of years in the Lehigh and Schuylkill regions, with the important modification of providing a minimum basis of earnings. The following provision of the award explains the working of the sliding scale:

VIII. The commission adjudges and awards: That the following sliding scale of wages shall become effective April 1, 1903, and shall affect all miners and mine workers included in the awards of the commission:

The wages fixed in the awards shall be the basis of, and the minimum under, the sliding scale.

For each increase of 5 cents in the average price of white-ash coal of sizes above pea coal sold at or near New York, between Perth Amboy and Edgewater, and reported to the bureau of anthracite coal statistics, above \$4.50 per ton f. o. b., the employees shall have an increase of 1 per cent in their compensation, which shall continue until a change in the average price of said coal works a reduction or an increase in said additional compensation hereunder; but the rate of compensation shall in no case be less than that fixed in the award. That is, when the price of said coal reaches \$4.55 per ton, the compensation will be increased 1 per cent, to continue until the price falls below \$4.55 per ton, when the 1 per cent increase will cease, or until the price reaches \$4.60 per ton, when an additional 1 per cent will be added, and so on.

These average prices shall be computed monthly, by an accountant or commissioner named by one of the circuit judges of the third judicial circuit of the United States and paid by the coal operators, such compensation as the appointing judge may fix, which compensation shall be distributed among the operators in proportion to the tonnage of each mine.

In order that the basis may be paid for the successful working of the sliding scale provided herein, it is also adjudged and awarded: That all coal-operating companies file at once with the United States Commissioner of Labor a certified statement of the rates of compensation paid in each occupation known in their companies as they existed April 1, 1902.

The existing system of piece and time rates was thus left unchanged, except in so far as the latter were affected by the changes in hours of work.

The 1912 agreement, however, contained the following: "The provisions of the sliding scale are, by mutual consent, abolished." Its abolition by "mutual consent" appears to have been literally true. From the operators' point of view there were two reasons for doing away with it. In the first place, it was a cumbersome and expensive method of wage payment, and its intricacy was a prolific cause of suspicion on the part of their employees. The cost of the elaborate system of accounting which was rendered necessary by the many and varied differential rates was heavy and had to be borne by the operators. A system of reports had to be maintained at each colliery in addition to a central accounting office, and it was said that even then it was doubtful if accuracy were possible. In the second place, it may be assumed, not without considerable basis of certainty, that the operators had in mind at the time the purpose of increasing the prices of the noncompetitive grades of anthracite coal. In view of the fact that, if the sliding scale had been retained under the new agreement, the increase in the tidewater prices of prepared sizes in 1912 would have automatically increased wages about 6 per cent above those of 1911, whereas the net effect of the

increase in wages actually provided in the 1912 agreement was only 5.6 per cent, it may be said that the bargain was not to the disadvantage of the operators.¹ Since the new arrangements did not entail increases in wages attendant upon further increases in prices it was undoubtedly advantageous, so far as possibilities in the future were concerned. The difference between 5.6 per cent and 6 per cent increases in wages amounted to nearly \$300,000, on the basis of shipments from June to December, 1912, and something like \$1,500,000 since the agreement, to say nothing of the other returns from the price increases.

From the mine workers' point of view the sliding scale was unsatisfactory, because it could not be understood by the great majority of the workers and the increase could not be computed by them or checked up.² It created a feeling of suspicion against the operators. A 10 per cent flat increase appeared to be much greater and was infinitely simpler. There was no serious objection to the abolition of the old method, especially since it was shown that in 1911 the operation of the sliding scale had netted the miner 4.5 per cent upon regular rates as against a 10 per cent flat increase.

The form in which the question of hours was raised in 1902 and 1903 was a demand for a 20 per cent reduction in hours, with no reduction in pay, for all employees working on a time basis. Thus there was no effort to extend or to restrict the time basis of payment, nor did the award make any change in this basis, merely decreasing the number of hours per shift or per day. The issue in 1909 and 1912 was in the form of a demand for an 8-hour day, but no concessions were made in either case. The 8-hour day, however, is regarded as one of the chief issues even to-day and promises to remain so in the future.

Recognition, as an issue between the union and the operators, has been and is the principal question in the making of agreements, since it is considered to be fundamental to the wage contract. The progress toward more complete recognition is described elsewhere in this study. In this connection there are two other issues involving recognition—the right to collect union dues and discrimination in employment against union members. The first involves the question

¹ Increase in Prices of Anthracite Coal Following the Wage Agreement of May 20, 1912, House Doc. No. 1442, 62d Cong., 3d sess., pp. 12, 23, and 24, note. See also pp. 98 to 125, in this study.

² John Mitchell, in his testimony before the United States Commission on Industrial Relations, gave the following reason for abandoning the sliding scale: "It was, I think, because of the difficulty of increasing wages and maintaining the sliding scale. It is very difficult to determine what the sliding scale should be if wages were advanced. For instance, when coal was \$1.45 in New York Harbor, for each count which is added at tidewater, I think there is 1 per cent advance in the wages. Now, if they advanced wages 10 per cent, for instance, it was very difficult to determine how the sliding scale should be based." Manuscript transcript of hearings, April 6, 1914, Washington, D. C., p. 56.

of the check off, and the utmost concession the unions have been able to secure has been the privilege of having their representatives collect dues on mine property as long as the operation of the collieries is not interfered with. Since the fundamental purpose underlying this issue is the building up of union membership, and therefore the strengthening of the bargaining power of the union, it is an important phase of the whole question of recognition. Conditions following the 1912 agreement favored a campaign for increasing union membership, and the unions sought to obtain by means of "button strikes"¹ what they failed to obtain in their demands for full recognition and the check off. The operators regard the button strike as a violation of the agreement, not only because it is a suspension of work, but because it is a discrimination by union members against nonunion workers, the 1903 award having established the principle of nondiscrimination on account of union affiliation by either employee or union. The question of "discrimination," as seen in the actual agreements, has, however, come up only incidentally and only in the discussion of the conferences.

Machinery for the conciliation and arbitration of disputes arising under the agreements has been one of the issues ever since the strike of 1902. Since the award of 1903, which provided for a method of settlement, the issue has been that of localizing the machinery in the demands of 1909 and 1912.

In 1912 the question of the length of the period of agreement entered into the demands of the union, and it is still an issue. While the agreement of 1909 made no change in the precedent set by the award of 1903, the 1912 agreement actually lengthened the period to four years. Dissatisfaction is felt, however, the prevailing opinion among union leaders being in favor of a shorter period.

ARBITRATIVE METHODS.

The only instance of actual resort to arbitrating methods in establishing relations between employers and employees in the entire history of the anthracite industry, with the exception of the arbitration of the strike of 1869 in the Schuylkill region, was the arbitration of the strike of 1902 by the Anthracite Coal Strike Commission. Since the establishment by that arbitration of the present basis of collective bargaining, however, there have been two suggestions of arbitration. One was made by the mine workers in 1909, and the other was made by the operators in 1912. The circumstances surrounding these suggestions are, perhaps, significant, although

¹ Union "buttons" are issued monthly by unions to their members as receipts for payment of dues, and very frequently in the first year following the 1912 agreement the presence of a worker without his button was the signal for a colliery strike in order to force the worker to pay his dues.

there has been no actual use of arbitratve methods since 1902, except in the settlement of disputes and grievances arising under the agreements.¹

The mine workers' suggestion of arbitration was made in the United Mine Workers' joint convention of the three anthracite districts, held in Scranton, Pa., on March 23 and 24, 1909, just prior to the second conference of the operators and the mine workers on the new agreement to be negotiated that year. This suggestion was a formal one, since it was embodied in the convention's resolutions containing the demands of the union. It provided that, should "some concessions" be again refused by the operators, the following resolution should be put into effect:

That in proof of the justness of these demands, we, the representatives of the anthracite mine workers, in convention assembled, authorize our committee of seven (i. e., the committee representing the mine workers in conference with the operators) to petition the Hon. William H. Taft, President of the United States, to appoint a commission to look into and investigate the conditions as they now exist, and as they existed at the time the commission's awards were put into effect.²

This proposal was not put into effect since an agreement was finally signed.

The operators' suggestion of arbitration in 1912, on the other hand, did not reach the stage of a formal proposal. In the second conference on a new agreement, held in Philadelphia on April 10, 1912, after the demands of the mine workers had been presented and refused, Mr. Baer stated that he was willing for the issues to be decided by the same commission which had made the 1903 awards.³ He suggested that the two vacancies, which had been caused by the deaths of members of the former commission, could be filled by mutual agreement or that the surviving members could act as a complete body. This proposal did not occasion much discussion and did not meet with any enthusiasm, and the subcommittee plan of conference was adopted as a better method of conciliative methods.

Arbitration as a method of establishing a basis for industrial relations has not been popular with either side.⁴ It has at all times been regarded as a last resort when prospects of conciliative methods appeared slight or improbable. The first proposals on the part of the mine workers in 1902 were made under conditions such as these; the

¹ Arbitration of these questions is discussed on pp. 73 to 98, in this study.

² Proceedings of the Joint Convention of Districts 1, 7, and 9, United Mine Workers of America, Scranton, Pa., Mar. 23 and 24, p. 33.

³ Manuscript report of the conference of Apr. 10, 1912.

⁴ The testimony of John Mitchell is illuminating on this point. He expressed decided views in favor of conciliatory methods as opposed to arbitration of any kind. (See manuscript transcript of the hearings of the United States Commission on Industrial Relations, Apr. 6, 1914, Washington, D. C., pp. 16, 18, 56, 73, 77.)

mine workers at that time, before the strike began, did not have public opinion with them and were facing a solid and apparently impregnable opposition on the part of the operators. The operators' proposals for arbitration, which resulted in the Anthracite Coal Strike Commission, were clearly a resort to extreme measures. The mine workers' proposal in 1909 came when they were poorly organized and unwilling to risk even a "peaceful suspension" of work in order to secure their demands, and when the operators were in a peculiarly advantageous position from other reasons as well. Mr. Baer's suggestion in 1912, moreover, can not be regarded as an exception to this general statement, for in that year the mine workers had the advantage, both from the standpoint of their own strength and from the standpoint of the condition of the industry and the situation of the operators. Apparently the conclusion is justified, so far as the anthracite industry is concerned, that arbitratative methods are regarded in the light of a last resort, to be used only when conciliation is impossible and a strike or concessions are believed to be unwise. This view seems to be held by both the mine workers and the operators, in spite of the fact that the operators have exhibited a disposition to abide by the awards of the Strike Commission and to regard the commission's work as generally satisfactory.

CONCILIATIVE METHODS.

Leaving out of consideration the various unsuccessful attempts to employ conciliative methods in 1902 and 1903, as well as in the prior history of industrial relations in the anthracite field, it may be stated that conciliation as a method of establishing relations between employers and employees was not practiced in the anthracite industry until the Anthracite Coal Strike Commission's awards expired in 1906. The agreements of 1906, 1909, and 1912 may be properly classed as the results of purely conciliative methods, because they were negotiated, without arbitration of any sort, by duly accredited representatives of the opposing forces. It is true that two "peaceful suspensions" of work occurred during this period; but, as it will be pointed out, these suspensions were really a part of the conciliative methods employed by the mine workers and not measures of a forceful character. They were not used as a weapon to compel the operators to come to terms by tying up the industry, but as a means of arousing popular apprehension and enlisting public support.

Emphasis has already been given to the fact that the agreements have in a considerable degree been mere renewals of the 1903 awards of an arbitratative authority appointed by the Federal Government. This does not render the subsequent agreements less conciliative in

the nature of their negotiation. The process of making these agreements was thoroughly conciliative. There has been no interposition of outside authorities and agencies, and, as it has already been pointed out, there has been a very manifest reluctance on the part of both sides to resort to arbitration in collective bargaining since 1903. As we have already noted, there has been a very apparent tendency in the successive agreements to get away from the provisions of the award. The agreements may thus be properly said to be the results of collective bargaining in its narrow, and probably its true, sense in that the power to establish relations between employers and employees has been recognized in each instance as resting in the employers and employees themselves without even the occurrence of a contingency where that power has failed to be sufficient for its purpose.

Keeping in mind, however, the reluctancy on the part of the operators to alter the award of the Anthracite Coal Strike Commission, conciliation in the making of agreements may be considered in greater detail, for the sake of clearness, under two heads: (1) Representation of contracting parties; and (2) the actual process of making agreements in 1906, 1909, and 1912, and the significance of the changes in the process.

Representation.—The practice has been, on the part of the operators, to have a committee chosen at a meeting of all of the operators in the anthracite field. This committee has had full power to make an agreement, but at the meeting the questions of what position the operators should take and what concessions could be made have been discussed. While independent operators have taken part in these meetings and have been represented in the committee, the domination of the policy of the operators is conceded to be in the hands of a few large operators. The committee itself has, in all instances, been composed of the real leaders among the operators, and has been large enough to represent not only the control of the industry but also the employers of the entire industry. In 1909, for example, there were 19 representatives of operating companies, 3 of whom were independents. In 1912 there were 18, of whom 2 were independents. In both of these instances, as well as in 1906, the principal heads of mining companies in the anthracite field were members of the committee. Reference back to the main body of operators has been unnecessary, and the committees have in every instance signed an agreement as soon as a basis satisfactory to both sides had been reached.

On the other hand, the representatives of the mine workers have rarely been given the power to sign an agreement without reference back either to a joint delegate convention of the three anthracite districts or to the executive boards of the union in the three districts.

In case the latter reference was made, it had first been provided for in a joint convention. For example, the new demands for 1909 were drawn up and assented to at a joint convention in October, 1908, and a committee was named to present these demands and empowered to make an agreement if the demands were acceded to. Since the demands were refused specifically and in entirety in March, 1909, reference was made to a second joint convention a fortnight later. This convention authorized the committee to again present the demands and to negotiate an agreement on the best possible terms. In 1912 the preliminary joint convention not only drew up the demands but authorized the committee to order a suspension in case the demands were refused. A suspension occurred and negotiations were resumed, the executive boards of the three districts having been empowered to make the agreement. The committee, through a subcommittee, carried on the negotiations, and the resulting agreement was approved by the executive boards.

The composition of the mine workers' conference committee has always included the principal leaders of the union, the district officers and executive boards, and the international president being included in their membership.¹ There has been a very apparent unwillingness for the committee to assume the responsibility for negotiating an agreement without clearly expressed authority from the unions in convention. This fact was clearly recognized from time to time in the meetings of the opposing committees. The operators, as well as the union leaders, made no secret of the effect that a provision of a proposed agreement would have on the rank and file of the mine workers. It is probably not going too far to say that the amendments to the 1903 award contained in the 1909 agreement were concessions pure and simple to the union leaders who were loath to return empty handed. Realizing that the appearance, at least, of some measure of victory would serve to maintain the control of the mine workers by men with whom they could deal and have an understanding, the operators had before them the nice question of how great a concession would be necessary to accomplish this purpose. The 1909 agreement probably illustrates this phase of agreement making, because the operators had the advantage then. In 1912

¹ The mine workers' committees have always been much larger than those of the operators. In 1909 there were 38 members and in 1912 there were 37. Each district was fairly equally represented, as follows:

	1909	1912
District 1.....	11	8
District 7.....	13	11
District 9.....	14	12
International officers.....	1	4
Total.....	38	37

they were at a disadvantage and the mine workers were in a position to obtain some real concessions.

In the conferences between representatives of both sides, the question of satisfying the rank and file of the mine workers has been more than once brought up and frankly discussed. This does not mean, however, that the mine workers' representatives were disloyal to their constituents. As a matter of fact, it is quite apparent that they used it chiefly as an argument—usually as a last resort—to obtain concessions when other arguments failed.

But while the mine workers' representatives have been and are careful to keep strictly within the limits of the authority given them by their constituents, it is important to note that they have been the leaders of the mine workers just as the operators' representatives have been the leaders on their side. In other words, the making of agreements has been between the real leaders on both sides. The reports of the proceedings show that the discussions have chiefly been between such men as George F. Baer and E. B. Thomas, on behalf of the operators, and Presidents Mitchell, Lewis, and White, of the United Mine Workers of America, at successive conferences. While a fairly large number of operators have met an even larger array of mine workers' officials at the conferences, the tendency toward placing the real business of making the agreement in the hands of small subcommittees, composed of the main leaders on both sides, has become more and more evident, as is shown in the actual methods of making agreements.

Process of making agreements.—This change in the process of agreement making, as well as the manner in which conferences are conducted, is shown in a comparison of the conferences of 1909 and 1912. The conference of 1906 was very similar to that of 1909, and the latter may be taken as a fair example of the conferences prior to 1912. It is worth while here to describe the 1909 and the 1912 negotiations in some detail.

The 1909 conference met in Philadelphia with 19 representatives of operators (5 of whom were independents) and 38 representatives of mine workers, all of whom were union officials and members. The first step was an organization of the conference for business, an "independent" operator being chosen without opposition as chairman. Each side had its own secretary. The mine workers, through President Lewis, of the United Mine Workers, presented their demands. Since these demands had been prepared and adopted several months before in a joint convention of the United Mine Workers in the three anthracite districts, they had already been considered by the operators whose answer was ready. The demands were all refused.

Subcommittees were then suggested to consider the situation in detail and to report to the conference. The operators had anticipated this procedure and had their subcommittee ready. The mine workers asked for a recess in order to name their subcommittees. These subcommittees were announced later, there being seven on each side, making a subconference of 14 persons as against 57.

The subcommittees then met, a chairman being chosen and the same secretaries acting. A discussion of a rather unbusinesslike nature followed, the stenographic report covering over 100 typewritten pages. Without any particular order or sequence, the discussion digressed into somewhat pointless debates on the progress of individual freedom. The cost of production of coal, the state of the coal market, the relation of the termination of an agreement to a presidential year, recognition, and the increased cost of living were the main topics brought up in the rather rambling discussion. Early in the meeting the operators had made it clear that they stood pat on declining to do more than renew the 1906 agreement, and throughout the following interchange of remarks it was evident that the mine workers, led by President Lewis, were striving to find some opening by which a concession could be gained or a sign of a disposition on the part of their opponents to modify their stand. The operators, however, were adamant, and at the conclusion of the conference the mine workers stated that they could not make any settlement on the operators' terms without reference back to a joint convention of the three anthracite districts. The conference adjourned without setting any date for reconvening.

A month intervened before the subcommittees met again, the second meeting having been arranged at the instance of the mine workers, following a convention of the United Mine Workers in the anthracite field. At this convention the original demands were reaffirmed, but the mine workers' representatives and the executive boards of the United Mine Workers in the three districts were empowered to negotiate an agreement without further reference, provided "some concessions" be made.¹ When the two subcommittees were in session the operators reiterated their proposal to renew the 1906 agreement. The mine workers' representatives asked for a few minutes to deliberate, reporting, when they returned to the room, that they would like an opportunity to meet all of their representatives and their executive boards. When the subcommittees met again the following afternoon the mine workers' representatives presented some comparatively unimportant amendments to the operators' proposal, and the proposal that the agreement should be signed "on behalf of the United Mine Workers of America." These proposals were promptly

¹ In case no concessions were made, the subcommittee of seven was authorized to take steps looking toward arbitration, as has already been noted.

declined and the operators' representatives arose and began to leave the room. President Lewis, of the United Mine Workers, then requested the opportunity to refer to the plan of agreement proposed by the Anthracite Coal Strike Commission in 1903. This opportunity was given and the conference proceeded. Lewis pointed out that the commission had proposed an autonomous union in the anthracite field as a proper party to a collective agreement with the operators, and argued that such a condition was, for all practical purposes, fulfilled in the United Mine Workers' organization in the anthracite field. The operators refused to assent to this. The other minor propositions were discussed without indications of any concessions. The meeting broke up with a touch of the dramatic.

"We say that is the very best proposition we can make," said Mr. Lewis.

"Very well," replied Mr. Baer, as the operators left the room, "we will not accept it and say 'To your tents, O Israel!'"

The negotiations were not ended, however, the mine workers again offering a new proposal in order to reopen them. Other meetings of the conference were held. The demand for recognition was withdrawn and some minor amendments were agreed to. It was plain that the mine workers' representatives, having tested the strength of the operators' stand to its utmost, were prepared to return to their constituents with anything that could be wrested from their opponents, but they did not want to return empty handed. They wanted *something*. It was evident that an increase in wages, the 2,000-pound ton, 8-hour day, recognition, and a one-year agreement would not be granted; hence the amendments providing for the issuance of pay statements by employers, right to post union notices, and right of appeal to conciliation board by employees discharged for union membership were concessions that they had to interpret in terms of victory to their constituents. The operators recognized the wisdom of granting some concessions as a means of enabling the union leaders to exercise control over the rank and file. At the end of six days' continuous sessions the agreement was signed.

The entire series of negotiations of 1909 was, after the position and temper of the operators were thoroughly understood, a maneuver on the part of the union leaders to secure some tangible result of their efforts upon which they could base an argument in campaigns for union membership. The conditions were all against them. The membership of the union was at a low ebb; the operators, with a large stock of coal on hand, could well afford to suspend production for a time; business was dull and wage reductions had actually been made in some other industries. Under the circumstances, therefore, the renewal of the agreement with even unimportant amendments, was in the nature of a success, especially since the amendments con-

tained provisions that at that time particularly appealed to the mine workers.

The proceedings in 1912, on the other hand, present a marked contrast to the negotiations in 1909.

On February 27, 1912, representatives of both sides met in New York, pursuant to requests from the mine workers' officials. There were 18 operators, 2 of whom were "independents," and 35 mine workers' representatives, 4 of whom were international officers of the United Mine Workers of America. When the meeting was called the operators explained that they could only hear the mine workers' demands since they were merely a continuing committee from 1909 and had to receive further authority from a general meeting of operators in the anthracite field. The mine workers thereupon presented their demands and the meeting adjourned until March 13. In the meantime, a meeting of operators was held, a formal reply to the demands was drawn up and printed, and arrangements were made for a committee of 10 representatives on each side to confer. On the appointed date the operators' formal reply was read at a meeting of the 20 representatives, and two days' adjournment was permitted in order to allow the mine workers' committee to consult the representatives. On March 15 the mine workers presented a written reply. They did not recede from their demands, the operators made no counter proposals, and the meeting adjourned with scarcely any discussion.

In the meantime, the mine workers suspended work, and negotiations were reopened, after some correspondence and personal conferences, in Philadelphia on April 10. At this meeting the mine workers presented slightly modified demands. First, the question of arbitration by the same commission which made the awards in 1903 was discussed, but it was decided to attempt further conciliation and to leave the negotiations in the hands of a small subcommittee composed of four representatives on each side, President White, of the United Mine Workers of America, being a member. This subcommittee met for 21 days in informal sessions. No record of their deliberations was kept, but it is known that the entire anthracite situation as affecting both sides and every question at issue was discussed with great frankness. The members of the subcommittee were in close touch with each other on informal terms, and the negotiations were conducted without personalities, recrimination, or ill feeling of any sort. Their sessions were executive and were held at the Union League Club, where interruptions could be barred.

On May 2 the subcommittee reported to the whole committees, and the mine workers' members requested adjournment until they could consult the full personnel of the representatives on their side. On May 20 the committees of 10 met, and the report of the subcommittee

was adopted without much argument and with but one change. The usual preamble¹ was stricken out at the request of the mine workers, because it was believed by them that without the emphasized reference to the strike commission of 1902 the agreement would appear to be more really the result of collective bargaining. A final attempt by Mr. White to have complete recognition of the United Mine Workers of America inserted by allowing him to sign the agreement as "President of the United Mine Workers of America" was unsuccessful.

"You don't know how much trouble I had," urged Mr. White, referring to the ratification of the agreement by the mine workers' representatives.

Mr. BAER. "Yes, we do."

Mr. E. B. THOMAS. "Yes, we do, and we fully appreciate it."

Mr. WHITE. "You wouldn't give a man that morsel of comfort?"

Mr. THOMAS. "I will give you any compliment except that."²

The agreement was then signed and the meeting adjourned.

While the conditions in the industry and in the organization of the mine workers in the anthracite field in 1912 were very different from 1909 and were more favorable to the mine workers,³ the negotiations in 1912, as contrasted with those in 1906 and 1909, indicate the adoption of a distinctly different process, which may properly be said to be a significant indication of a development in conciliation in the making of agreements in the industry. The 1906 and 1909 agreements were made in large and, to some extent, unwieldy committees. While there was a noticeable degree of informality, the meetings were open in the sense that the discussion was reported in detail and the conferees could be held to account for their utterances. The tendency was to become unbusinesslike in procedure. There was thus a manifest obstacle to an intelligent, close discussion of the issues, possibly a fear of consequences in case real frankness was displayed, and a failure to "get together." The 1912 conferences of the full committees, on the other hand, were formal, short, and businesslike. Practically no discussions of the issues took place in the reported meetings, and the real work of negotiation was carried on in a small committee of eight leaders, who took the time and the opportunity to become personally acquainted, to talk frankly, and to understand each other's point of view thoroughly. The question of "politics" among operators and mine workers was largely eliminated, it is claimed, because each side had the chance to appreciate fully the other's situation. The 1912 method is looked upon as much more successful by both sides. It seems to be undoubtedly true that the leaders on each side came out of the three weeks' conference

¹ See p. 50.

² Manuscript report of conference, May, 20, 1912.

³ See p. 53.

with greater respect for each other and that this conference has been an important factor in the relations since then. The comment heard rather frequently is that the conferees "got down to a practical basis" in 1912. This comment on the part of operators, in view of the fact that the mine workers gained greater concessions in 1912 than at any time in the history of agreement making in the anthracite field, is a significant bit of testimony in favor of the 1912 method of conference.

TENDENCY TOWARD RECOGNITION OF UNITED MINE WORKERS OF AMERICA.

In the successive negotiations and agreements there has been manifested an unmistakable tendency toward a more complete recognition on the part of the operators of the United Mine Workers of America in the anthracite field. This development is significant from more than one point of view. It is certainly not going too far to say that it is an evidence of a change of attitude on the part of the employers in that they are more willing to deal in a formal way with their employees collectively. It may be said, without attempting to presage the future, that it is also an evidence of the realization on the part of the operators, consciously or not, that the national organization of mine workers, with all of its affiliations, through the American Federation of Labor, with the national unionist movement, must be seriously considered and faced when questions of industrial relations are taken up.

For practical purposes, of course, the officials of the United Mine Workers have been recognized as really representing the mine workers in the negotiations between employees and employers. The significant phase of this question of recognition is the attitude of the employers toward the labor movement in general. The nearer the approach to formal recognition of the union, the nearer is the approach to the point where the employer openly concedes his willingness to admit the existence and even the power of unionism to take part in the operation of industry, particularly of his own industrial establishment. From this point of view the developments in the status of the union in the anthracite industry are significant as well as interesting.

The fundamental cause of the strike of 1902 was stated by the Anthracite Coal Strike Commission to be "the desire for the recognition by the operators of the miners' union"; the demand for "an increase in wages, a decrease in time, and the payment for coal by weight whenever practicable and where then paid by car" being nearly the "occasion."¹ The commission in its decision, however,

¹ Report of the Anthracite Coal Strike Commission, p. 31.

expressly declined to make any award which would compel an agreement by the operators with the United Mine Workers, on the ground that the union was not a party to the submission of the case to the commission. It was pointed out that at the first hearing of the commission, on October 27, 1902, in answer to an objection from George T. Baer, an operator, to the participation of John Mitchell in the proceedings as president of the United Mine Workers, John Mitchell replied:

As to the matter of my status before the commission, I desire to say that the objections that have been filed have not been involved. I appear as the representative of the anthracite coal mine workers.¹

However artificial may have been the distinction between John Mitchell, the "representative of anthracite coal mine workers," and so chosen by a delegate convention of the United Mine Workers in districts 1, 7, and 9,² and John Mitchell, president of the United Mine Workers of America, especially in the light of the fact that the commission recognized representatives of "certain nonunion mine workers,"³ and however evident it was that the commission desired to avoid that issue as much as possible, even to the extent of countenancing the use of patent technicalities, it was clearly realized that the negotiations were between the operators and the union. It was just as clearly realized that the operators would insist on keeping clear of any tangible evidence of dealing with the union, and throughout the proceedings the fiction of treating with representatives of the anthracite mine workers was scrupulously maintained.

The commission's report, however, discussed the question of recognition at some length. It pointed out that the organization which sought recognition in making an agreement with the anthracite operators claimed a jurisdiction coextensive with the entire coal-producing industry in America; that the operators, while asserting their willingness to allow their employees to join labor organizations, objected to dealing with a union controlled by men engaged in a rival industry and to some extent controlled by the votes of boys who were members, and resorting to and encouraging lawlessness and violence in its efforts to accomplish its purposes or desires.⁴ The commission, for its own part, asserted its belief in the union of workmen as "the logical result of their community of thought" and as a means for encouraging "calm and intelligent consideration of matters of common interest," and stated that "experience shows that the more full the recognition given to a trades-union, the more

¹ Report of the Anthracite Coal Strike Commission, pp. 60, 61.

² See letters of John Mitchell to President Roosevelt, Oct. 16 and Oct. 21, 1902, *idem*, pp. 12, 13.

³ Report of the Anthracite Coal Strike Commission, pp. 16, 17, 94-96.

⁴ *Idem*, pp. 61, 62.

businesslike and responsible it becomes." Referring to the attitude taken by employers, as expressed to employees, in the well-known dictum, "We do not object to your joining the union, but we will not recognize your union nor deal with it as representing you," the commission said:

If the union is to be rendered impotent, and its usefulness is to be nullified by refusing to permit it to perform the functions for which it is created, and for which it alone exists, permission to join it may well be considered a privilege of doubtful value. * * * If the energy of the employer is directed to discouragement and repression of the union, he need not be surprised if the more radically inclined members are the ones most frequently heard.¹

There can be little doubt that the commission favored recognition of the union under certain conditions as a proper basis for collective bargaining and for the settlement of differences between employers and employees. The conditions suggested were refraining from violence, observance of agreement especially with reference to strikes, no interference with the management of the employer's business, voluntary membership, adult suffrage within the union, and autonomy or control independent of other industries. The commission went so far as to say:

An independent and autonomous organization of the anthracite mine workers of Pennsylvania, however affiliated, in which the objectionable features above alluded to should be absent, would deserve the recommendation of this commission, and, were it within the scope of its jurisdiction, the said fourth demand of the statement of claims, for collective bargaining and a trade agreement might then be reasonably granted.²

In fact the commission submitted a "plan for an organization for the execution of trade agreements in the anthracite region." This plan should not be confused with the provision of the award relating to the conciliation and arbitration of disputes which was actually, of course, put into effect and which assumed the existence of an "organization representing a majority of the mine workers" in each district for purposes of representation on the board of conciliation.³ The plan suggested was for making agreements between the operators and a recognized, autonomous union in the anthracite field.⁴

While this plan has never been put into effect and has not even been seriously considered in the conferences at which subsequent agreements were made, its main principles have been adopted for

¹ Report of the Anthracite Coal Strike Commission, p. 63. It is, perhaps, worth noting that some operators later did complain that "the more radically inclined members" were "the ones most frequently heard." See pp. 98 to 125, in this study.

² *Idem*, p. 66.

³ See pp. 73 to 98.

⁴ For a complete transcript of this plan, see Appendix D.

practical purposes. Particularly is this true of the question of recognition, as may be seen in the manner in which the successive agreements were signed, in the opinions of those in a position to observe the development of collective bargaining in the anthracite industry, and in the growth of the union to its present status which has resulted in practically a closed shop.

The first two agreements (1906 and 1909) under the award contain the following preamble and resolution in part:

Whereas, pursuant to letters of submission signed by the undersigned in 1902, "all questions at issue between the 'respective companies and their own employees, whether they belong to a union or not,' were submitted to the Anthracite Coal Strike Commission to decide as to the same and as to 'the conditions of employment between the respective companies and their own employees,'" and the said strike commission under date of March 18, 1903, duly made and filed its award upon the subject matter of the submission and provided that said award should continue in force for three years from April 1, 1903, and the said period was expired.

Now, therefore, it is stipulated between the undersigned, in their own behalf and so far as they have powers to represent any other parties in interest, that, etc.

There was a variation in the manner of signatures in the agreements of 1906 and 1909, however, which is regarded as significant of a tendency toward recognition.¹ The first agreement was signed, without any distinguishing classification, by George F. Baer, E. B. Thomas, W. H. Truesdale, David Willcox, John B. Kerr, Morris Williams, Jos. S. Cake, John Mitchell, T. D. Nicholas, John T. Dempsey, W. H. Dettrey, John P. Gallagher, and John Fahy, except that the first seven names, which were of operators, appear in one column, and the last six, which were of union representatives, appear in another column. None of the nonunion mine workers, who had also agreed to abide by the decisions of the commission in 1902, appeared as signers to this or any other agreement. In 1909 the signatures were grouped under the following designations: "On behalf of the anthracite operators," and "on behalf of the representatives of the anthracite mine workers." The attitude of the operators in 1909 is shown in the proceedings in the conferences of the subcommittees representing operators and mine workers when a new agreement was being made. In the course of the discussion of the question of recognition, President Lewis, of the United Mine Workers of America, said:

Mr. Chairman, if it is a fair question, I would like to ask Mr. Baer, "What do we represent?"

¹ See Increase in Prices of Anthracite Coal, sup. cit.

Mr. Baer's reply was:

You represent the united mine workers in anthracite region; the mine workers of the anthracite region. That is what you represent. The people, our employees, you represent. We treat you as representing them. They have delegated a power to you to represent them. We don't care how that delegation was made. We assume that you will not be here unless you had authority from our employees.

Mr. Baer, later in the same meetings, expressed the operators' attitude perhaps more clearly:

We do not recognize you as United Mine Workers at all; not to-day or any time. We recognize you as representing men in our employ in the anthracite regions; we made that a condition, and we assume you represent our miners only. The accident of your (Lewis') being president of the United Mine Workers has no influence on us at all; we do not meet you as such, not one of you. We meet you as representatives of our anthracite mine workers in the anthracite mine regions.¹

It is, of course, apparent that there was no objection on the part of the operators to dealing with the organization of their employees; their objection was to the use of the name of that organization. They were possibly actuated by a spirit of pride in standing their ground against the main contention of the miners, even though their ground was nothing more than a technicality; but they were probably influenced to a greater degree by a realization that in recognizing the United Mine Workers of America they would be recognizing the entire unionist movement as a factor having the right to participate in the management of their industry. Even the technicality became more refined in 1912. The agreement of 1912 contained no cautious preamble, merely stating:

This agreement, made this 20th day of May, 1912, between the undersigned, as follows:

And was signed by the two groups of representatives under the following designations: "On behalf of the anthracite operators" and "On behalf of the anthracite mine workers' organization." This was the first time an "organization" of any sort was formally recognized by the operators, and they were careful even then to avoid permitting the use of the exact name of the miners' union and refused to allow President White to place after his name, in signing the agreement, his official designation, "President of the United Mine Workers of America."

The practice of dealing with their employees collectively has thus been thoroughly established by the operators. Recognition has even gone so far as a formal recognition of an unnamed "organization of

¹ These extracts are from the stenographic reports of the second session of the sub-committees' conferences.

mine workers," but formal recognition had not reached in 1912 the point where the employers were willing to acknowledge in so many words that they were dealing with the unionist movement in the United States. This they would have been put in the position of doing had they "recognized" the United Mine Workers of America, affiliated, as it was, with the American Federation of Labor. This, of course, is exactly what the leaders of the union movement wished them to do. The Anthracite Coal Strike Commission, in its suggestion of an "autonomous" union in the anthracite field, sought to remove this obstacle to collective bargaining and to afford the employees the machinery for effective collective action. The suggestion was at that time too radical to appeal to the operators, and it was in principle contrary to the spirit of unionism in this country, which is essentially national in its ideals and aims. Practically, as it has been pointed out, the operators have dealt with the representatives of a national movement, not only in making an agreement, but in adjusting grievances at almost every colliery in the field. Theoretically they have not. It has been this distinction that the mine workers have sought to sweep away, more for the sake of the future results to be gained by the unionist movement as a whole than because of any immediate results that might benefit the mine workers as employees.

IMPORTANCE OF SUSPENSIONS IN COLLECTIVE BARGAINING.

Suspensions, by which is meant "peaceful" suspensions of work affecting the entire industry and occurring at the time of the expiration of agreements, have borne a peculiar relation to collective bargaining in the anthracite field. While they have been used by employees as an expression of their determination to secure advantageous bargains, they have also had the effect of influencing public opinion, and thus of being a method of collective bargaining, although perhaps unconsciously so used by the union.

The truth of this conclusion is apparent, of course, if the distinction between a general strike and a general suspension is understood. The former is a weapon by which employees usually seek to force the employer to terms. It is essentially an attack of a direct kind. It means a pitched battle, to be decided by sheer strength. The "peaceful" suspension, on the other hand, is a method of enlisting further strength to one side rather than of destroying the strength of the opposing party. It seems to be undoubtedly true that a most important effect of the suspension by the mine workers in the anthracite industry has been to influence public opinion by causing apprehension as to the effect of curtailed production on prices of coal, and thus to gain some measure of popular support in favor of speedy settlement

of the issues at stake, even though the settlement would involve concessions from the operators.

The distinction is not, in every instance, a clearly drawn one, but it appears to have been clearly manifested in both instances of the use of suspensions in the anthracite field, although it must be remembered that the potency of this method in collective bargaining is largely dependent upon the condition of the industry as well as upon the general industrial and financial conditions at the time and upon the general attitude of the public toward the labor movement.

Two general suspensions have occurred in the anthracite field since the 1903 award. These took place in 1906 and 1912. No general suspension occurred in 1909, when the three-year agreement made in 1906 terminated.

The suspension in 1906 came at the expiration of the award of 1903. Both the operators and the union had anticipated trouble and had prepared for it. The operators had rushed production for several months and had laid up a considerable surplus of coal, the production in 1905 showing an increase of 4,500,000 short tons over that of 1904. The demands of the union, especially for recognition, were made and a suspension of work ordered if the demands were not agreed to. The operators, however, felt secure in their position and refused to make any further concession beyond a renewal of the provisions of the award for a similar period. A "peaceful suspension," which was carefully distinguished by union leaders from a "strike," followed this refusal, beginning on April 1, 1906. Subsequent attempts on the part of the mine workers to obtain concessions were fruitless, and the union realized that it was not in a position to force the operators into any new compliance. The suspension ended after an agreement to continue the provisions of the 1903 award for three years was signed on May 7, having lasted about 45 days. Over 161,000 men were idle during the suspension, the total number of working days lost being 5,958,443, or an average of 37 per man idle, which, at the rate of \$1.50 a day to each man, would represent nearly \$9,000,000 in wages. Of course, the loss in wages did not reach that sum, since a large number of workers returned to their homes in Europe or secured employment elsewhere, and a part of the lost time and wages were made up by increased activity before and after the suspension. The actual production of anthracite coal in 1906 was not quite 6,500,000 short tons less than in 1905; thus the net loss in production was slight.

Although the 1906 agreement terminated on March 31, 1909, there was no suspension and very few strikes. What strikes occurred were local in their nature and were due to local grievances. These local strikes involved only 771 men, who lost a total of 8,016 working days, or an average of 10 days per man on strike. There was a very

clearly manifested reluctance on the part of the mine workers to undertake another suspension as a means of forcing through their demands. At a joint convention of the three district United Mine Workers' organizations, at Scranton, in October, 1908, certain demands were formulated and a conference committee was empowered to negotiate an agreement with the operators. On March 11, 1909, a conference of operators and the union's representatives was held, with the result that all the demands were refused, the operators offering as their ultimatum a renewal of the 1906 agreement. The matter was referred back to a second joint convention, which met on March 23 and 24, at Scranton. At this convention the sentiment against a strike or a suspension was strong. Several resolutions from local unions, which urged that no suspension take place, were presented to the convention. The depleted membership of the union, the distress that a long siege would occasion, and the belief that a controversy would injure rather than help the union were pointed out. Modifications of the demands were also urged and some locals favored the dropping of all new demands. The result was the adoption of resolutions authorizing the conference committee to present the demands to the operators again and to negotiate a new agreement on the best terms possible, except that in the case no concessions whatever were made an appeal for arbitration to the President of the United States was to be made. The members of the union were specifically instructed to remain at work under the terms of the agreement of 1906 until otherwise notified. As pointed out elsewhere, some unimportant amendments to the award of 1903 and the agreement of 1906 were made, and a new three-year agreement was signed on April 29, 1909, without having occasioned a suspension or a general strike.

The suspension at the end of the agreement in 1912 was more serious than the 1906 suspension. The union was in a better position to demand more favorable terms. The provisions of the 1903 award had been in effect practically without any important concessions for nearly 9 years; an advance in wages was demanded, and the conciliation machinery was felt to be practically out of date. There was a feeling of dissatisfaction among mine workers all over the country, and the general spirit of unrest was not without its influence upon both union and operators in the anthracite field. The feeling of the union delegates who met in the joint district convention at Pottsville, Pa., on October 31–November 3, 1911, to formulate their demands was very different from that which was shown in the convention nearly three years before. The membership of the union had been considerably recruited and there was a much more noticeable element of confidence. The leaders, instead of counseling moderation, advocated a strike as a means to gain this purpose, and the

joint scale or conference committee was formally authorized to order a suspension without further referendum unless an agreement could be negotiated on the basis of the convention's demands. The demands being refused by the operators, with the same ultimatum of a renewal of the 1906 agreement, a suspension was ordered to begin on April 1, 1909, the day following the termination of the 1906 agreement. The operators were not in a position to stand a long suspension, and, with the prospect of a coal shortage before it, the public was inclined to take the side of the mine workers. On May 20 the suspension was ended, after the operators had made important concessions and after 45 working days had been lost.

The suspension affected about 152,000 men (87 per cent of the total number employed), who lost 6,913,475 working days, or an average of 45 days per man idle. In spite of greatly increased activity as soon as the collieries could be opened at full capacity, the coal shortage was over 3,250,000 tons for the year, or one-half of a normal month's shipment of anthracite coal. The loss in wages amounted to over \$10,000,000, on the basis of \$1.50 per day lost, but actually it was much less, for the same reasons as existed in 1906. The unusual demand for labor in the steel industry at this time, however, and the Balkan War caused a larger number of anthracite workers in 1909 to leave the field than was the case in 1906; the loss in wages was therefore probably less than in 1906. The shortage of coal brought about by the suspension was one of the reasons assigned for the increase in retail prices of coal.¹

Suspension of work at the expiration of an agreement and during the negotiation of a new agreement is to be regarded, of course, as a weapon wielded by employees in collective bargaining with their employers. It is difficult, however, to draw definite conclusions from the experience of the anthracite mine workers as to the effectiveness of such a weapon, for the reason that its effectiveness seems to have been chiefly, if not wholly, measured by the degree of public interest aroused. Several factors should be considered—the circumstances under which suspensions have been made; the specific purpose for which they have been used, aside from the ultimate aim of forcing concessions from the operators; and the attitude of both employers and employees toward the use of suspensions.

As the brief narrative of suspensions in the foregoing pages suggests, the circumstances under which suspensions have been made involve both the condition of the organization of the mine workers and the condition of the industry at the time of agreement making. That the strength of the union is an important factor in occasioning or causing a suspension is, of course, apparent. In 1909 the United

¹ Increase in Prices of Anthracite Coal, *sup. cit.*

Mine Workers in the anthracite industry, then in a weakened position from the standpoint of membership, was careful to avoid a strike or even a "peaceful" suspension of work, while in 1906 and 1912, when its ranks were well filled, it did not hesitate to authorize a suspension. But the strength of the union has not appeared to be a factor in determining the result of a suspension, so far as the character of the agreement is concerned. This is evidenced by the entirely different outcomes in 1906 and 1912. Nevertheless, there has apparently been some uniformity in the results of suspensions according to the condition of the industry at the time of agreement making. In 1906 the operators had anticipated a suspension of production by increasing their surplus of coal in stock, while in 1912 they had practically no excess surplus on hand. In 1909, when no suspension took place, it was known that a large stock of coal existed. In fact, one of the members of the mine workers' conference committee (Vice President Matti, of the United Mine Workers in district No. 7) openly charged in the meeting of the opposing representatives that 12,000,000 tons of coal were stored, and that the operators would welcome a strike in order to dispose of it at good prices. This charge was plainly resented by the operators' representatives, and President Lewis, of the United Mine Workers, probably realizing that it was not the time for occasioning ill feeling of any sort, promptly smoothed the matter over by disclaiming authorship, on the part of the union, of the charge.

The surplus of coal on hand was stated by operators to have been the result of weak market conditions, and was used as an argument against increasing the cost of production at a time when coal prices could not be increased. When tidewater prices of coal were advanced in 1912 and 1913, one of the reasons given by the operators, as has already been noted, was the scarcity of coal resulting from the suspension in 1912.

The fact that the anthracite operators, by reason of the monopolistic character¹ of the industry and of its concentrated control, have been able to increase the prices of their product under ordinary conditions, and thus to pass on to the consumer the results of a suspension and of increased production costs, naturally suggests that the condition of the industry, as an actual determinant of the results of suspensions, is more apparent than real. It may be doubted if the mine workers at any time expected the operators to make concessions because their production was interrupted. Their specific purpose, it seems warrantable to conclude, in interrupting production was the benefits to be secured from the pressure of public opinion. Their experiences in the strikes of 1900 and 1902 had edu-

¹ The elimination of bituminous coal as a competitive product is discussed on pp. 58 to 69.

cated them in the use of suspensions for this purpose. The suspension of 1906, however, did not come in a presidential year; it was too soon after the award of 1903, and the country was too interested in other questions to arouse public sympathy for the mine workers. The belief that there was little danger of a coal shortage seemed to have been generally held. In 1909 a business depression had occurred, the stock of coal was large, and little popular support could be expected—conditions that the union leaders realized in time to block any effort in their ranks to bring about a strike. In 1912, however, the conditions favoring popular support were more evident. Not only was the coal surplus small, and the fact that the mine workers had received no increase in wages for nine years was widely circulated, but the possible effect of politics in a presidential year was a factor of unknown strength. The operators had not forgotten the political pressure brought to bear upon them in 1900. The 1912 suspension, judging from comments in the press, was successful in producing an appreciable amount of speculation as to the effects of a long suspension on the consumer. The operators, too, must have been in a position to see that it was more profitable for them to make some increase in wages and other concessions after a suspension occurred, and then raise the prices of their product on the ground that the suspension and the increased cost of production made an advance in prices necessary.¹

The use of suspensions as a method in collective bargaining processes in the anthracite industry may thus be defined as a means to secure public support, as well as a method of coercing the employer by hindering production, chiefly because a suspension carries a threat of shortened coal supply. So far as the reports of the conferences of the committees negotiating agreements show, there has been no discussion of suspensions. They have not been regarded as a break in relations between the operators and mine workers, and the ques-

¹ At best this course was actually pursued. The operators had practically served notice on the public that an advance in wages would necessarily result in an advance in prices. In their formal reply to the demands of the mine workers in 1912, which was made public at the conference of the committees in New York on March 13, 1912, they asserted that the 20 per cent wage advance demanded would necessitate an increase in prices of domestic sizes of coal of 67 cents a ton, and said:

"The advance in wages demanded would amount to more than \$28,000,000 annually, to which would have to be added the statistical increase due to the operation of the sliding scale, which now gives the mine workers a participation in advancing prices. It is out of the question for the operators to advance wages unless they can in some manner realize from the sale of coal produced a sum equal to the increase in wages. The marked increase in the cost of producing anthracite coal in recent years * * * has reduced the margin of profit to a point beyond which further reduction is impossible. The cost of fuel is such an important element, not only to the individual consumer, but in the industrial life of the country, that it would not be fair to the public, or to the wage earners in other industries, to advance the price per ton paid for mining and thereby necessarily advance the price of coal."

For the benefits accruing to the operators as the result of the advance in prices following the 1912 agreement, see pp. 106 to 121.

tion of arbitration in case a suspension continued has not been brought up. Suspensions have not been regarded by either side as a forcible method of obtaining concessions. In fact, there is reason to believe that a suspension of short duration is not regarded seriously by the operators under ordinary conditions, so far as the loss in production is concerned. In both cases of past suspensions, the time lost has been made up without difficulty and the year's production has not been greatly lessened.

A tendency on the part of the mine workers to abandon the use of suspensions in the anthracite field appears to be evident. While the loss in their earnings occasioned by idleness during suspensions is in part made up by more regular work and greater production after the suspensions are over, even the temporary loss of wages has been a serious hardship to those who are on the margin of subsistence. In a majority of cases, probably, they have not been able to earn as much during a suspension year as in a normal year. The success of purely conciliative methods in making agreements is undoubtedly appealing to them as an easier and cheaper way of obtaining concessions from their employers, and they are more confident of their power to win a real strike if the issue should be joined. At the 1916 convention of the United Mine Workers of America, President White, who had for two years strongly advocated a nonsuspension policy, urged that there was no reason why the men should not work pending negotiations; that unnecessary suffering by the mine workers and their families and a waste of production energy were occasioned by suspensions, and that there was ample time to strike when there was no hope of an agreement. The nonsuspension policy was upheld by an overwhelming vote.¹

¹ The position of the majority of mine workers in both bituminous and anthracite fields on the question of suspensions is well stated in the following editorial in the *United Mine Workers' Journal* of Jan. 20, 1916 (pp. 9, 10) :

" WHOM SUSPENSIONS BENEFIT.

" The conferences of the miners and operators of the union fields are always eagerly watched by representatives of the nonunion operators; they are very much interested in these conferences, especially so if these bid fair to end in a temporary disagreement.

" And they have every reason to be so interested. Large consumers of coal, operators of mills, factories, lighting, and transportation industries must be assured of an uninterrupted supply of fuel or their industries must inevitably come to a halt. While the miners and operators of the union districts are seemingly hopelessly divided on questions of wages and of working conditions; with the supposition that the miners will lay down their tools at the expiration of the contract period unless every detail of a new agreement has been determined upon, the nonunion operators are busily at work feeding the fears of those who must depend upon their coal supply to keep their industries active are booking contracts that naturally belong to the union mines; also they have business acumen enough to make long-time contracts a demand; one that is often acceded to by the panic-stricken consumers.

" And thus we often find, when we finally reach our agreements, that our markets have been invaded, and at least in part lost, for long periods.

" By the foregoing we do not mean to advise that union miners should forego any of their just demands; nor do we mean that they should not stand ready, as a last resort,

COMPETITION WITH BITUMINOUS COAL AS AN ELEMENT IN COLLECTIVE BARGAINING.

The extent to which competitive conditions exist in an industry is a generally recognized factor of vital importance in shaping the method as well as in determining the scope and effectiveness of collective bargaining between employers and employees. It is unnecessary here to point out in any detail as a fact of frequent experience that the greater the monopoly control possessed by that group of employers in an industry which is on a basis of collective bargaining with the wage earners, the greater are the opportunities for the improvement of working conditions. Either because of economies in material costs made possible by large-scale production and by efficiency in management, or because prices can be increased and additional labor costs can be shifted to the consumer, or because of both reasons, the limitations upon higher wages, shorter hours, and other improvements of working conditions are less than in an industry when wide-open competition prevails. If to such a monopoly condition is added the condition of a well-organized force of workers, able to exert sufficient pressure upon the employers to make the adjustments necessary to meet increases in labor costs and possessing sufficient control of the labor supply in competing industries to prevent nonunion workers from supplanting them, it is obvious that collective bargaining can proceed under favorable circumstances, so far as the industry itself is concerned.

The question of competition in collective bargaining in the anthracite industry possesses some interesting phases. There has been practically no competition among employers in the anthracite industry because of the financial concentration of control which has existed since long before the day of trade agreements. The mine workers have therefore had to deal with but one group of interests. There has been, however, competition to a limited extent between anthracite coal as a commodity and other commodities. Fuel, the prod-

however, to strike if necessary for the enforcement of such demands. We do not mean to say, however, that suspensions of work, while an agreement is still in the range of possibility, have cost us more than we have ever gained thereby.

"We believe that among the operators that deal with the union there are some who, shortsightedly, we believe, consider it is to their interest to delay settlements in the hope of boosting coal prices through fears of possible strikes or suspensions during the contract-making months, while they fully intend, ultimately, to be parties to an equitable settlement. We believe that if the possibility of a suspension immediately upon the expiration of contracts unless agreement had been reached in the district was made more distant, that it would have a tendency to bring earlier agreements.

"We can not go behind facts; and the facts are—that after each suspension because of differences, the solution of which are still possible, we have found that some of our business has gone to other fields, generally to nonunion fields. That it is recognized as good policy on the part of nonunion operators to attempt to delay agreements in the union districts. That there are still 350,000 coal miners outside of our organization: and finally, that periodical suspensions are too costly both to the union miners and to the operators with whom they deal."

uct of the industry, is naturally in competition with other fuels. As is well known, the chief directly competing fuel is bituminous coal. Another factor entering into the question has been the peculiar condition that the anthracite mine workers are a part of a general labor organization—the United Mine Workers of America—which is composed principally of bituminous mine workers. Yet the union's control of the labor supply in the competing industry has been at times less complete than its control in the anthracite industry itself.

Thus the situation is apparently complicated in an unusual degree. Certain developments have taken place, however, which have simplified the situation and prevented it from hindering the progress of collective bargaining. In fact, it seems, they have greatly aided its progress. This will be apparent if we consider (1) the changes in competition between anthracite and bituminous coal in relation to questions of increased labor costs, and (2) the manner in which the union's control of the labor supply in bituminous fields has been regarded in the conferences and negotiations between the anthracite operators and mine workers.

In the 1902-3 arbitration of the demands for increased wages, for shorter hours, and for other improvements in the working conditions, the question of competition was brought up as a prominent point by the operators in the discussion of increased labor costs. The claim of the operators at that time was that all sizes of anthracite smaller than pea coal came into direct competition with bituminous coal. The most careful and formal statements of this claim are found in the answers of certain operators to the mine workers' demands in 1903. A recapitulation of their answers is illuminating. The Delaware & Hudson Co. asserted that shorter hours would so increase the cost of production that the price of coal would tend to be permanently increased. "This increase," it said, "would fall upon the domestic sizes used by the public generally and amounting to about 60 per cent of the entire product, because the small sizes compete with bituminous coal and the prices thereof could not be permanently raised."¹ Similarly the Pennsylvania Coal Co. pointed out that 20 years prior 40 per cent of the total coal output of the United States was anthracite, but that since then it had been reduced to 24 per cent "owing to the competition of the bituminous product, which now threatens the anthracite market more than ever before." This statement further asserted that "40 per cent of the anthracite coal is sold at about the cost of mining, because it must be sold in competition with bituminous coal or not at all," and that "every advance in the cost of production of anthracite coal tends to benefit its competitors in the bituminous field." With regard to the demand

¹ Report of the Anthracite Coal Strike Commission, p. 98.

for an agreement with the United Mine Workers, the same company said:

The * * * demand is in effect that an association, controlled by the employees of a rival and competitive industry, be allowed to regulate the wages and conditions of employment in the anthracite field affecting large numbers of employees not members of that association.¹

The answer of the Scranton Coal Co. and the Elk Hill Coal & Iron Co. is especially interesting, because it mentions a change in the demand for large sizes, and its effect on the smaller sizes. These companies asserted that while it was true that the very small sizes, formerly thrown on the dump, were now being sold, it was also true that formerly much lump coal was produced and sold from which there was little breakage and waste. Since then, it was pointed out, "the demand for lump coal has very greatly decreased and the coal had to be broken down to the sizes demanded by the market and by the consumers," and "that there is a considerable loss to the operator in the unavoidable making of small sizes in the process of breaking down and cleaning." The statement concluded, therefore, that the small sizes, "command but a comparatively small price in the market, are sold entirely for steam purposes in competition with bituminous coal, and net the companies but a trifling sum, so that, if such small sizes should be included as demanded (in the weight of coal mined), it would be necessary, in justice to the employers, to reduce the price paid the miner per car or ton."²

The difference between the "miners' ton" and the market ton of 2,240 pounds, it should be remembered, was supposed to represent the impurities that are found in the mine car and the loss by breakage.

The increased amount of small-sized coal resulting from breakage, as well as the question of competition, was also referred to by the independent coal operators of the Lackawanna and Wyoming regions. This statement, in replying to the demand for weighing by market ton instead of "miners' ton," said:

We, however, might note that when this standard (the "miners' ton") was established the market took from 20 to 40 per cent of lump coal and a large percentage of grate coal, but, owing to changes in methods of burning and the substitution of soft coal and coke in iron making, the demand for lump and grate coal has practically disappeared. Now we have market for egg, stove, nut, and the smaller sizes. The grinding down of the lump and the grate to the smaller sizes entails a waste equal to the gain made by the selling of the smaller sizes. As a matter of fact, the records of many companies show that 27½ to 30 hundredweight, according to the different kinds of coal, is hardly sufficient, owing to the breakage in preparation and foreign substances sent out in the car, which run from 20 to 40

¹ Report of the Anthracite Coal Strike Commission, p. 113.

² *Idem*, pp. 116-117.

per cent, to produce a ton of marketable coal, including pea and buckwheat.¹

Various assertions of a like nature were made by several other companies. The Lehigh & Wilkes-Barre Coal Co., for example, stated that "any increase in wages will necessarily increase the price of coal to the public, restrict its use, and seriously affect the ability of the industries using it as a fuel to compete with the industries using bituminous coal." This statement implies that industries using anthracite as a steam fuel had an advantage over industries using bituminous coal—an assertion which smacks so greatly of advertisement writing as to create doubt of its own truth, for, if it were true, there would be little competition between anthracite and bituminous as a steam fuel. The very next paragraph of this company's reply, however, goes on to say:

Anthracite coal is sold in increasingly close competition with other kinds of fuel, notably with bituminous coal, gas, and oil; and any amount which can and will be paid for labor in the mining and preparation for market of anthracite coal depends upon the prices which the public are willing to pay for it in competition with other kinds of fuel.²

On various occasions during the 1909 conferences the operators urged the impossibility of increasing the labor costs through higher wages, shorter hours, or smaller tons, because of the competition of bituminous coal especially in a period of depression. Bituminous coal could be produced at less cost, they asserted, and was being sold at lower prices than anthracite for all purposes for which both varieties of coal were used; and they pointed to an accumulated stock of between 10 and 12 million tons of anthracite which they were unable to dispose of.

So far as there is any record of the proceedings of the conferences in 1912³ the question of competition did not figure greatly. It was, however, put forward in the first formal reply of the operators to the mine workers as a reason for declining the demands for a 20 per cent advance in wages. This document said:

An estimate based on the cost sheets of a number of collieries in all three regions, shows that to grant your demands would increase the labor cost for coal about 40 cents per ton of all sizes, domestic and steam alike. The competition of bituminous coal would make it impossible to advance the price of steam sizes. The domestic sizes, comprising about 60 per cent of the total marketable production, would have to bear the whole advance, which would be about 67 cents above their present prices. There remains to be considered the effect of the sliding scale, which would still further and proportionately increase the price to the public. * * * The marked in-

¹ Report of the Anthracite Coal Strike Commission, pp. 169, 170.

² *Idem*, p. 123.

³ Stenographic reports were made only of the meetings of the general committees representing both sides, and not of the subcommittees which conducted the real negotiations and framed the agreement.

crease in the cost of producing anthracite coal in recent years—due to the higher cost of labor and materials, the exhaustion of the thicker veins, the working of thinner veins, and other conditions, which increase in cost has been only partially offset by the increased production—has reduced the margin of profit to a point beyond which further investigation is impossible.

In order to appreciate fully the significance of the operators' claim with regard to competition, it is necessary to summarize briefly the market conditions that affect anthracite coal.

First, in its production there are 12 recognized sizes of anthracite coal, depending upon the size of the mesh through which the coal will pass. The six largest sizes include "chestnut" and larger than chestnut, and constitute a class known as "domestic" or "prepared" sizes; the six smaller sizes include "pea" and all under pea down to "screenings," and constitute the "steam sizes." The principal difference between the two groups lies in the fact that the steam or small sizes come directly into competition with bituminous, and sometimes are used mixed with bituminous coal for steam purposes, chiefly in hotels, apartment houses, and office buildings, while the peculiar excellence of the larger sizes for domestic use gives them a market advantage over other fuels and removes them from competition to a very considerable degree.¹

The following table indicates the relative importance of the two classes of coal and of washery coal, the latter being chiefly small sized, recovered from the waste or culm banks by the washeries, as nearly all coal is below chestnut size:

RELATIVE IMPORTANCE OF DOMESTIC, STEAM, AND WASHERY ANTHRACITE COAL, SHIPMENTS ANNUALLY FROM 1890 TO 1913.

[Compiled from Mineral Resources of the United States, U. S. Geological Survey, 1913, pp. 889, 890.]

Year.	Per cent of total shipments.		Percent- age of washery output (large and small sizes) to total ship- ments.	Year.	Per cent of total shipments.		Percent- age of washery output (large and small sizes) to total ship- ments.
	Sizes above pea.	Pea and smaller.			Sizes above pea.	Pea and smaller.	
1890.....	76.9	23.1	0.11	1902.....	61.0	39.0	6.28
1891.....	75.7	24.3	.21	1903.....	63.6	36.4	6.00
1892.....	76.0	24.9	.22	1904.....	62.0	38.0	4.87
1893.....	74.9	25.1	.57	1905.....	60.9	39.1	4.31
1894.....	73.7	26.3	1.53	1906.....	59.1	40.9	6.91
1895.....	69.9	30.1	2.52	1907.....	58.6	41.4	6.41
1896.....	70.3	29.7	2.07	1908.....	59.3	40.7	5.64
1897.....	68.5	31.5	2.39	1909.....	58.1	41.9	5.26
1898.....	67.3	32.7	2.69	1910.....	58.5	41.5	5.02
1899.....	66.1	33.9	2.87	1911.....	59.2	40.8	4.50
1900.....	64.7	35.3	4.57	1912.....	60.6	39.4	4.84
1901.....	64.2	35.8	4.79	1913.....	61.6	38.4	2.93

As the above table shows, there was a marked increase in the output of steam sizes compared with the production of the prepared or

¹ Mineral Resources of the United States, U. S. Geological Survey, 1913, p. 891; Increase in Prices of Anthracite Coal, sup. cit., p. 51.

domestic sizes from 1890 to 1907. Since 1909 the proportion of the shipments made up from pea coal and smaller has grown steadily less. It is also important to note that pea coal, which for years was used exclusively as a steam coal, is now used extensively for domestic purposes, particularly for household furnaces, though it is impossible to tell what proportion is so used. The above statistics for recent years thus tend to err in favor of a larger production of coal for steam purposes. The increased production of the steam sizes has been due (1) to the recovery of usable fuel from the old culm banks and the saving of small sizes at the breakers by washeries, and (2) to the elimination of anthracite as a blast furnace and steamer fuel. In fact, practically all anthracite is now for domestic and steam-heating purposes and no longer comes into competition with bituminous in manufacturing. This has been brought about largely by creating a market for it. The prices of the prepared sizes have increased so much that grates, stoves, and furnaces have been adapted to the use of smaller sizes. The smoke ordinances in many cities have also stimulated the use of anthracite in office buildings, hotels, and apartment houses. On the other hand, the probability of an increased production of the smaller sizes, as compared with the larger sizes, is slight. There is no further increase due to the breaking down of the larger coal, as it is practically all broken and sized, and the gradual disappearance of the culm banks as a source of coal is shown by the reduction in 1913, as compared with 1912, of nearly one-third in the washery output. The probability is that the preparations of prepared and small sizes will remain fairly steady,¹ while the further increased use of the latter will doubtless come as the result of improvements in furnaces, grates, etc.

Secondly, in the demand as seen in prices. In a rough way, the demand for bituminous and for anthracite may be compared for a series of years by showing the average value per short ton of coal at the mines, as follows:

AVERAGE VALUE PER SHORT TON OF COAL IN THE UNITED STATES FOR 24 YEARS.

[From Mineral Resources of the United States, U. S. Geological Survey, 1913, Part II, p. 770.]

Year.	Anthra- cite.	Bitumi- nous.	Year.	Anthra- cite.	Bitumi- nous.
1890.....	\$1.43	\$0.99	1902.....	\$1.84	\$1.12
1891.....	1.46	.99	1903.....	2.04	1.24
1892.....	1.57	.99	1904.....	1.90	1.10
1893.....	1.59	.96	1905.....	1.83	1.06
1894.....	1.51	.91	1906.....	1.85	1.11
1895.....	1.41	.86	1907.....	1.91	1.14
1896.....	1.50	.83	1908.....	1.90	1.12
1897.....	1.51	.81	1909.....	1.84	1.07
1898.....	1.41	.80	1910.....	1.90	1.12
1899.....	1.46	.87	1911.....	1.94	1.11
1900.....	1.49	1.04	1912.....	2.11	1.15
1901.....	1.67	1.05	1913.....	2.13	1.18

¹ Mineral Resources of the United States, U. S. Geological Survey, 1913, p. 888.

While the prices of both bituminous and anthracite show, with few exceptions, similar variations from year to year, the increase in the price of anthracite has been considerably greater than that of bituminous. Anthracite in 1913 was nearly 43 per cent higher than it was in 1900, while bituminous was less than 14 per cent higher. Since 1909 anthracite increased nearly 16 per cent as against less than 6 per cent for bituminous.

Lastly, in the method of determining the price. The circular prices of the prepared or domestic sizes as well as of pea coal have exhibited considerable advances in recent years, particularly since 1912. Whatever may have been all of the causes of this increase, the fact that the prices have increased along with increased production, without any decrease in prices of the smaller sizes, is significant, especially in view of the operators' method of determining anthracite coal prices. This method has been described as follows:¹

In fixing the prices on the different sizes of coal the purpose is to secure the largest amount from the sale of the entire output of the mine. To do this requires that the price of each size be so carefully adjusted as to get rid of the entire supply of that particular size and at the same time not to encroach upon the demand for the other sizes. For example, the price of pea coal should be sufficiently low to induce consumers to take the entire output of pea coal, but at the same time it should not be so low as to induce users of chestnut coal to make the changes in their heating apparatus necessary to enable them to use pea coal to advantage. As a result the market prices for the different sizes of coal differ widely, ranging at the mines from less than 50 cents per ton for the very small sizes to \$4.15 per ton for white ash chestnut.

Although the prices obtained differ thus widely, it is obvious that since each size of coal costs approximately the same amount to produce, there is a very wide margin of profit on the sizes which are in great public demand, while the small sizes must be sold at prices far below the average cost of production. For example, the cost per ton to produce coal of all the different sizes will average not far from \$2. Coal of chestnut size can be sold at the mine for \$4.15 a ton, while a ton of barley will not often bring more than 50 cents, if any market can be found for it. The chief concern of the coal operator is that the price received for the total output shall be enough higher than the average cost of production to allow a margin of profit. It is entirely immaterial to the operator at what price any particular size of coal sells provided his product as a whole sells at a profitable price.

Again the increasing cost of production of anthracite coal was a factor emphasized by the operators in their arguments against wage increases. "It must be borne in mind," said President E. B. Thomas in his address to the stockholders of the Lehigh Valley Railroad in 1906, "that the business of producing anthracite coal is not alone a

¹ Increase in Prices of Anthracite Coal, *sup. cit.*, p. 52.

mining proposition but a manufacturing undertaking as well."¹ In fact, the cost of production question is probably destined to become a factor of much greater importance in the future than the question of marketing. The workings are becoming deeper and the veins narrower. What once was regarded as waste, is now conserved, but at considerable expense. Methods of production have, since the earlier days of competitive operations in the anthracite field, become more intricate and more costly, and will undoubtedly become increasingly so. Whereas the skilled Welsh or English hand miner used simply pick and shovel, now shafts must be sunk 20 and 200 feet down, colliery plants cost as much as \$750,000, pumps to take out water at the rate of 3,500 gallons a minute are needed, timbering alone for the industry entails an expense of \$5,000,000 annually, and as a greater amount of machinery is needed, the quantity of coal consumed at the mines has increased. In former days natural lump coal was mined; now less than 5 per cent of the product is sold in this form. The seams formerly were not only easy of access, but they were from 6 to 12 and even 24 feet thick; now they are from 30 inches to 4½ feet thick and contain a larger proportion of impurities because of blasting and of the presence of "bone" and slate. The old-time miner could get out six cars in a few hours and net \$3 a day for his work; under present conditions he must blast, must have automatic pickers and "jigging" or washing machinery, and can get out only 3½ cars with the help of a laborer. Formerly coal came out of the mine in large clean lumps; to-day it must be taken to the breakers and grated, its large lumps must be crushed, the coal must be put through the automatic pickers two or three times, full one-half of the product must be washed in various sizes of "jiggers" and put through spiral slate pickers, and the irredeemable refuse must be placed back in the worked out openings to prevent cave-ins. As the mining becomes deeper and the gangways are lengthened, the cost of ventilation, inside transportation, and hoisting increases. The "robbing" of pillars is an expensive as well as dangerous work. The Pennsylvania laws have become more and more strict in providing for safeguards against accidents and fires.²

While certain labor-saving machinery and the use of vertical shafts instead of inclined slopes, have tended to balance these increased costs, the "material costs" of production have undoubtedly

¹ Editorial on Anthracite Coal Production in Coal Trade Journal, 1907.

² See Increase in Prices of Anthracite Coal: Chap. II, Cost of producing anthracite coal; Editorial on Anthracite Coal Production in Coal Trade Journal, 1907; address of E. B. Thomas to stockholders of Lehigh Valley Railroad (annual report of road, 1908).

increased, even during the last decade.¹ The costs vary, of course, for the different companies and in different regions of the field,² but those having the highest costs have been able to maintain profitable production and to take care of increased labor costs by means of increased prices.

From the considerations mentioned above, the following conclusions seem to be warranted:

First. That the tendency toward a lessened competition of anthracite with bituminous has become more and more evident, especially since 1909, on account of its increased domestic and heating uses.

Second. That at the time the question of competition was injected into the making of an agreement in 1903, competition of anthracite with bituminous did exist and was a matter of considerable moment, especially since the proportion of the competition sizes of anthracite coal was increasing and the problems of its consumption had not been worked out.

Third. Except for two or three of the smallest sizes of anthracite, the product is now more than ever of a monopoly character, and its consumption depends largely upon the proper adjustment of prices to product at the point when the largest profits result, the increasing cost of production considered. This cost of production has not yet increased as fast as prices, however. The peculiar character of the product is such as to preclude the substitution of other products, such as gas or bituminous coal, without considerable expense to the consumer.

The control of the labor supply in competitive fields has also been a factor in collective bargaining in the anthracite industry. The very fact that the industry has become more monopolistic in its control of production has, of course, rendered it less necessary for the mine workers to control the labor supply outside of the industry, but it is worth while to note that with the growth in membership of the United Mine Workers in the bituminous fields this possible source of strength to the anthracite mine workers has been increased.

¹ Cost of production (other than labor) at the collieries, per ton in 1904 and 1911, of 6 representative companies. Compiled from Increase in Prices of Anthracite Coal, p. 41:

Year.	Company A, total production. (a)	Company B, fresh mined coal.	Company C, total production.	Company E, fresh mined coal.	Company F, total production.	Company G, fresh mined coal.
1904.....	\$0.430	\$0.256	\$0.161	\$0.303	\$0.349	\$0.290
1911.....	.470	.314	.271	.318	.351	.344
Increase, 1911 over 1904..	.040	.058	.110	.015	.032	.054

^a Figures are for 1905 instead of 1904, as accounts for 1904 are not comparable.

² Testimony of George F. Baer in *U. S. v. Reading Co. et al.* Transcript of Record, U. S. Supreme Court, October term, 1911. No. 477. Vol. V, p. 1176.

This phase of the question of competition has not been neglected in the negotiations between operators and mine workers. In its answer to the mine workers' demands in 1903 for an agreement the Lehigh Coal & Navigation Co. asserted that "it is absurd that a question in dispute in its mines should be determined by the authority of miners in the bituminous coal fields, who are interested to have the anthracite mines shut down in order that they may themselves work full time in their mines."¹ In this connection it will be remembered that assertions at the time were made to the effect that "operators in bituminous fields contributed liberally to the striking anthracite miners (in 1902), in order to continue the advantages which accrued to the bituminous coal industry from the suspension of work in the anthracite region."²

While these charges were neither proved nor disproved, the fact that they were made is indication of the manner in which the question was viewed by the operators. The Coal Strike Commission made no comment on the question of competition in its reports or in its awards, but it did recognize the question to this extent, that it believed full recognition of the union by the operators and a trade agreement on that principle should exist only on the basis of a union whose autonomy would be confined to the anthracite field, and recommended such an agreement.

The question was of sufficient importance at the time, when, as has been pointed out in the preceding pages, competition between anthracite and bituminous coals was much more pronounced than in recent years, to bring about an effort on the part of the United Mine Workers of America to remove the cause of the operators' objections. The constitution of the national union provided that the members of its executive board be chosen by the delegates to each district convention, one member for each district regardless of the size of the union in the various districts, and each member having a vote. This plan allowed a small district, such as district 16 in Maryland, to have as much voting strength in the executive board as a large district, such as one of the districts in the anthracite field. Although a two-thirds vote of the members of the executive board was necessary before a general strike or suspension could be ordered, the objection of the operators to the method of control in the United Mine Workers' organization was brought up by President John Mitchell in his annual address at the 1903 convention, immediately following the strike. Mr. Mitchell said:

Our membership in the anthracite fields represents practically 40 per cent of the total membership of the organization, while the voting strength of the three members of the national executive board

¹ Report of the Anthracite Coal Strike Commission, p. 134.

² *Idem*, p. 62.

from the anthracite field is only about 15 per cent of the voting strength of the national organization on the executive board.

He stated that he did not believe any advantage would be taken of this disproportionate representation—

but in order to overcome what appears to be a plausible objection on the part of the anthracite railway presidents to recognition of our union, I should recommend that upon the question of inaugurating a strike in the anthracite field the anthracite members of the national executive board be given equal voting power with the members of the executive board from the bituminous fields. Upon all other questions the voting strength of the members of the board may remain as at present.

This recommendation of the president was adopted by the convention in passing an amendment to the constitution providing that each member in the executive board, in voting on the question of a general strike or suspension, "shall have one vote, and one additional for every 5,000 members in good standing they represent or a majority fraction thereof."¹

While the question of competition with bituminous coal was given emphasis in the formal replies of the operators to the mine workers' demands in 1902, and was discussed more fully in the hearings of the strike commission than on any other occasion in the history of collective bargaining in the anthracite field, it was not a discarded issue in the conference leading to the agreements of 1906 and 1909. In 1909 particularly, reference was made to it by both operators and mine workers. President T. L. Lewis, of the United Mine Workers of America, in his opening statement at the 1909 conference, sought to anticipate any objections on the ground of competition that the operators might make to making concessions in working conditions and in recognition of the union. He said:

I want to make one thing clear and emphatic before we begin our deliberations. There has been a great deal of publicity that there was a movement in the United Mine Workers' organization to make the anthracite interests subordinate to the bituminous. I want at this time to make it emphatic as anyone can that there is nothing of that kind going to be considered. * * * We want it definitely and ultimately understood that during these negotiations we are negotiating for the anthracite industry with the operators, mine owners, and managers on the one side, and with the representatives of organized laboring mine workers in that section of the country on the other side. I make this statement for this reason: If we are not representing the men who are a part of our union, working in the anthracite fields, we are not representing anybody.²

¹ The Miners' Union, by Frank Julian Warne, in *Annals American Academy of Political Science*, Vol. XXV, 1905. Reprinted in *Trade Unionism and Labor Problems*, edited by John R. Commons, pp. 21, 22.

² Manuscript stenographic report of the first day's conference in Philadelphia, 1909.

Mr. Lewis also urged, as an argument for a successful agreement, that the bituminous operators would be glad to see the anthracite industry tied up. In a subsequent meeting of the conference, he asserted that the union in the anthracite fields had really an autonomous organization in the sense defined by the Coal Strike Commission and that, according to the commission's own expressed conditions of recognition, the union should be accorded recognition. This assumption the operators refused to concede as true.

It appears, therefore, that the question of competition possesses less importance at the present time than it is represented to possess. Certainly, so far as its effects on collective bargaining and other relations between employers and employees are concerned, it is not a factor of fundamental significance. Since it is now believed that the production of the larger and smaller sizes of anthracite coal will tend to remain at the present ratio, and since the consumption of the smaller sizes is tending to become more and more similar to that of the larger sizes, competition with bituminous will probably be even less a factor in future collective bargaining in the anthracite industry. The mine workers, through their fairly extensive control of the labor supply in the bituminous fields, are in a position to make, should the occasion occur, a united stand in both industries. These conditions have eliminated a possible source of weakness in their relations with employers and have strengthened the basis of collective bargaining in the anthracite industry.

COLLECTIVE ACTION AMONG EMPLOYERS IN THEIR RELATIONS WITH EMPLOYEES.

So far as it is known, there has been no formal organization among the operators in the anthracite coal industry for purposes of collective bargaining. Meetings of the operators have been held when new agreements are to be made with the mine workers, and in each of the three districts the operators have met to elect their representative on the board of conciliation. To these meetings all operators, whether independent or railroad, may come, and both groups are represented in the conference committees named to negotiate agreements as well as on the conciliation board. There seems to be no regularity in holding meetings and no organization. Two or three individuals have, it seems, come to be looked upon as active in suggesting the meetings whenever there is occasion for them to be held.

That there has been organized community of interest among operators is, of course, well known. The peculiarly broad charter of the old Temple Iron & Coal Co., which was discovered in about 1899, lent itself admirably to the uses of an organization for selling

and production purposes. Other means by which common financial aims could be carried out by the coal carrying and mine owning railroads, such as interlocking directorates, pooling of stock by holding companies in the cases of certain sections of the anthracite field are matters of historic fact which have been brought out in various prosecutions of the so-called "hard coal trust" by the Federal and the Pennsylvania State Governments.¹ But while this community of interest has existed primarily along financial and production lines, it has also manifested itself since 1900 in the relations of the operator with the mine workers. Throughout the history of collective bargaining in this industry, the operators have stood together in dealing with the union with scarcely any internal friction. The labor problem has been viewed by them as one of the problems of production and as a question naturally entering into the marketing of their product, and it can scarcely be doubted that on this common ground of mutual interest they have been influenced—if not actually controlled—by the dominating financial interests within their own circles. They have presented a solid front in the negotiation of agreements and, through their representatives on a bipartisan board of conciliation, in the settlement of matters under the agreement.

This community of interest, it may be remarked in this connection, was cemented about the time that the United Mine Workers of America entered the anthracite field. It is probably true that the presence of what was regarded by the operators as a common danger—the advent of the union—had its influence in bringing the coal-carrying operators and the independents together at that time, but there were forces on both sides already at work which doubtless would have resulted in the same way. In 1892, to go back no further, so-called "60 per cent" contracts were made between the coal-carrying operators and the independents; that is, the coal-carrying operators purchased the output of the independents, the price for the prepared sizes of coal being 60 per cent of the average tidewater price. Before 1892 there were 50 per cent contracts, but a new railroad, the New York, Ontario & Western, entered the anthracite field and offered 60 per cent, forcing the other roads to make the same conditions. The 1892 contracts were for seven years and, it was asserted on behalf of the independent operators, were made "with the tacit understanding that the average price of coal was to be about \$4."² This price, however, was realized only for occasional months, the average price being much less.

The independents thereupon began an agitation for an arrangement more favorable to themselves. They formed an organization known as

¹ Reference has already been made to the monopolistic character of the industry and its control by financial interests in New York.

² Anthracite Coal Operators' Association letters for December, 1900, pp. 225-230, and January, 1899, p. 3.

the Anthracite Coal Operators' Association and published a monthly trade letter, which was the medium for their campaign.¹ The main object seemed to be primarily the establishment of a single selling agency for the entire industry, in the form of a corporation which would purchase the output of all of the operators on equal terms.² Apparently, as an alternative to this proposal, the independents wanted a 65 per cent contract. The methods the independents employed were agitation against the discriminations in coal-freight rates alleged to be practiced by the coal-carrying operators and the undertaking of a new coal-carrying railroad with which to force the others to make better terms. It was pointed out that the warfare between the individual operators and the coal roads had resulted in demoralizing the entire industry. The coal-carrying roads were urged to stop their operations at unprofitable collieries and distribute the tonnage among the other collieries. It was charged that while the coal tariffs were ostensibly the same for independents and for collieries owned by the railroads, the railroad collieries really got rebates because the earnings of the colliery operatives and transportation were distributed in such a way as to give the colliery operatives more than their rightful share. In 1898 the individual operators organized the New York, Wyoming & Western, surveyed the line, secured right of way and terminal space, and started construction. This road was intended to tap the anthracite region from the north, and the coal-carrying operators bitterly fought the granting of the charter in New York State. The court decisions went against the coal-carrying roads, however, and negotiations were resumed by them for contracts with the individual operators on better terms. It was about this time that J. P. Morgan & Co. bought the Pennsylvania Coal Co., the Wyoming Valley Railway, and the Delaware & Kingston to protect the interests of the Erie Railroad. The individual operators also urged that the peculiarly broad charter of the Temple Iron & Coal Co. be used to create the general selling agency for the entire industry,³ all operators to be placed upon the same footing. While this charter was afterwards employed for purposes of controlling the prices of anthracite coal, it did not place the individual operators on the same basis

¹ This organization was in no sense an association of employers as such and its membership was confined to independent operators. It met once a year, its management being in the hands of a board of managers elected annually. The board elected the association's officers and executive committee. The association published a monthly letter which discussed trade conditions, published financial reports of companies, anthracite freight rates as against bituminous freight rates, and editorials favoring better arrangements with the coal-carrying operators. In 1902 the "letter" was suspended because, as it stated, it had accomplished its purpose in bringing about better arrangements for the independent operators for the selling of their product. The organization ceased to exist.

² Anthracite Coal Operators' Association letters of December, 1899, p. 4, and September, 1898, pp. 4-8.

³ Anthracite Coal Operators' Association letter for 1900, pp. 118, 119.

as the others. But the coal-carrying roads did offer a 65 per cent contract. This was accepted and the new railroad project was dropped. The extent of the control of the anthracite industry by the hard-coal carrying railroads has been brought out in various suits instituted by the Federal Government against these carriers alleging that their ownership of coal companies constituted combinations in restraint of trade and violations of the antitrust laws.¹ It is unnecessary here to review the evidence and the findings in any further detail than to point out that the concentration in the control of the industry had an important influence upon the relations between employers and employees and was an important factor in determining the character of their collective bargaining and in shaping the methods of maintaining industrial peace. Briefly stated, the situation has appeared to be as follows:

In spite of the control of the industry by the coal-carrying roads and of the inequalities in profits as well as in the effects of increased labor costs resulting from wages, the independent and the coal-carrying operators have stood together with a remarkable degree of unanimity on labor questions. Naturally, there have been and are differences of opinion among operators as to the best methods of dealing with their organized employees. The position taken in 1909, for example, as to the demands of the mine workers was frankly stated to have been a compromise, some operators favoring concessions and some favoring a reduction in wages at that time.² In 1912 there were differences of opinion as to the wisdom of providing for mine grievance committees, and since they were created the operators have looked upon their work from widely different viewpoints. Yet without any formal organization they have consistently acted as a unit in their negotiations with the mine workers. How far this unanimity is the result of untrammelled agreement of opinion among the operators is, of course, impossible of statement.

¹ The various prosecutions of the "hard-coal trust" are well known. Among the more important steps in this prosecution were the following: The Federal Government's suit in which the Philadelphia & Reading was the principal defendant, which succeeded in dissolving the Temple Iron & Coal Co. and in smashing the 65 per cent contracts, although failing to divorce the railroads from the coal companies; the decision of the Federal district court at Philadelphia in June, 1915, in the Government's favor in the antitrust suit brought against the Reading, Jersey Central, and other anthracite coal carrying roads on the ground that their ownership of coal-producing companies was a violation of the antitrust act of 1890; the decision in October, 1915, handed down in the same court regarding the ownership of the Lehigh & Wilkes-Barre Coal Co. by the Central Railroad of New Jersey, etc. The complicated relationship of coal-producing and coal-carrying interests has yet to be finally and completely unraveled and passed upon by the courts. In the meantime both the Pennsylvania State government and the Federal Government have ordered reductions in freight rates on anthracite coal in that State and in the East, and the Federal Government, in a suit against the Philadelphia & Reading, sought to compel the filing of its tariffs on its barge lines between Philadelphia and New England ports so that any operator could use the lines on the same footing.

² Manuscript conference reports for 1909. E. B. Thomas's statement.

THE SETTLEMENT OF DISPUTES UNDER THE AGREEMENTS.

For the settlement of disputes and grievances arising during the term of its award the Anthracite Coal Strike Commission provided a system of conciliation and arbitration. The succeeding agreements of 1906, 1909, and 1912 continued this system, although in 1909, and in 1912 important amplifications were made. During the 13 years of its operation various precedents in the settlement of these matters have been established and significant tendencies have been manifest. There is a considerable contrast between the methods of settling disputes and grievances when the system was put into effect in 1903 and the actual operation of the system, with its added features and developments, at the present time.

The developments in the methods of settling matters arising under the agreements are among the most important in the relations of employers and employees in the anthracite industry. It was natural, of course, that important developments should have occurred. No new machinery for conciliation and arbitration could have been expected to remain unmodified or unchanged and at the same time be successful. The real test of any system of preserving industrial peace is its capacity for meeting the everyday aggravations, the unexpected incidents and unforeseen situations, the new issues continually arising and old issues continually appearing in new guises, and the paradoxes afforded by many personalities with widely different racial ideals and habits, as well as the eternal opposition of two conflicting forces—employers and employees. It need hardly be said that an inflexible system, incapable of modification, can not stand such a test. The frame of the original machinery may remain, but the parts must be adjusted and readjusted, and new parts added in order to meet new demands and contingencies. An examination of the development of the system of conciliation and arbitration of grievances under the anthracite agreements in relation to the conditions it encountered will, it is believed, reveal the reasons for the measure of success that it has attained as well as indicate the nature and direction of its evolution.

This will probably be more clearly seen if the following points are considered: (1) The system, with its changes of conciliation and arbitration of disputes and grievances; (2) the nature of the matters coming up for settlement; (3) the general character of the settlements; and (4) the conciliation and arbitration system in operation.

THE SYSTEM OF CONCILIATION AND ARBITRATION OF GRIEVANCES AND DISPUTES.

The system of settling grievances and disputes arising under the awards and the agreements has consisted, since 1903, of methods for conciliation and for arbitration.

The general plan of conciliation—one may properly term it the framework of the conciliation machinery—has been the same as devised by the Anthracite Coal Strike Commission. As constituted by the 1903 awards, the plan was as follows:

IV. The commission adjudges and awards: That any difficulty or disagreement arising under this award, either as to its interpretation or application, or in any way growing out of the relations of the employers and employed, which can not be settled or adjusted by consultation between the superintendent or manager of the mine or mines, and the miner or miners directly interested, or is of a scope too large to be so settled or adjusted, shall be referred to a permanent joint committee, to be called a board of conciliation, to consist of six persons, appointed as hereinafter provided. That is to say, if there shall be a division of the whole region into three districts, in each of which there shall exist an organization representing a majority of the mine workers of such district, one of said board of conciliation shall be appointed by each of said organizations, and three other persons shall be appointed by the operators, the operators in each of said districts appointing one person.

The board of conciliation thus constituted, shall take up and consider any question referred to it as aforesaid, hearing both parties to the controversy, and such evidence as may be laid before it by either party; and any award made by a majority of such board of conciliation shall be final and binding on all parties. If, however, the said board is unable to decide any question submitted, or point related thereto, that question or point shall be referred to an umpire, to be appointed at the request of said board by one of the circuit judges of the third judicial circuit of the United States, whose decision shall be final and binding in the premises.

The membership of said board shall at all times be kept complete, either the operators' or miners' organizations having the right, at any time when a controversy is not pending, to change their representation thereon.

At all hearings before said board the parties may be represented by such person or persons as they may respectively select.

No suspension of work shall take place, by lockout or strike, pending the adjudication of any matter so taken up for adjustment.

The plan accepted the district divisions of the United Mine Workers' Organization in the anthracite field, and although carefully avoiding the use of the name of the union, referred to it as one of the parties having representation on the conciliation board. This reference, as pointed out elsewhere in this study, became more and more direct under subsequent agreements.

It will be noted that the award provided for:

(a) Local conciliation by superintendents or managers of the mines with the miners directly interested, without, however, providing for any machinery for formal method.

(b) Conciliation by a joint committee or board representing operators and workers of the entire industry of disputes on all questions which (1) can not be settled locally, and (2) are of too great a

scope to be settled locally, the majority decision of the board to be final and binding.

The local settlement of disputes was merely inferential from the provisions of the award, and no specific provisions for such settlement was made in any agreements until 1909. The board of conciliation, however, early in its existence recognized the inference in the 1903 award. At its organization meeting the board provided by resolution that grievances must be presented according to a series of references, in the effort to secure settlements before being brought before the board, as follows: (1) To the foreman of mines; (2) company superintendent; and (3) to district members of the board, who must first confine their efforts to get the operators concerned to see the complainers and consider the grievance.¹ The object of this resolution was to compel the employer to deal directly with the complaining employee,² as well as to secure as large a number of local settlements of disputes as possible. This resolution was in force for six years and was the forerunner of the following provision of the agreement of 1909:

Any dispute arising at a colliery under the terms of this agreement must first be taken up with the mine foreman and superintendent by the employee, or committee of employees directly interested, before it can be taken up with the conciliation board for final adjustment.

Still no local machinery was provided for the settling of disputes, the employers insisting on dealing with their employees as directly as possible and without recognizing the union to such an extent as to concede a provision for permanent or regularly constituted committees representing the local bodies or organizations of mine workers. The question of the convenience of local conciliation methods thus became involved in the question of recognition, and the 1903 place of conciliation underwent no material change until 1912.

The mine workers in 1902 made a specific demand for "a more convenient and uniform system of adjusting local grievances within a reasonable time limit." The agreement of 1912 contained the following provision:

(d) At each mine there shall be a grievance committee consisting of not more than three employees, and such committee shall, under

¹ Trade Agreement in the Coal Industry, by Frank Julian Warne, Annals American Academy of Political Science, September, 1910, pp. 91, 92.

² This procedure had already been provided for so far as the union was concerned by the constitution of the United Mine Workers of America, which provided that whenever any dispute arises between the members of a local union and their employers, it is the duty of the officers of the local union concerned to endeavor to bring about a settlement by peaceful means. If amicable methods fail, then the local union officers may notify the district officers. If the district officers fail to bring about a peaceful settlement, they may order a strike. See Article X, section 1, of the constitution.

the terms of this agreement take up for adjustment with the proper officials of the company all grievances referred to them by employees who have first taken up said grievance with the foreman and failed to effect proper settlement of the same. It is also understood that the member of the board of conciliation elected by the mine workers' organization, or his representative, may meet with the mine committee and company officials in adjusting disputes. In the event of the mine committee failing to adjust with the company officials any grievance properly referred to them they may refer the grievance to the members of the board of conciliation in their district for adjustment, and in case of their failure to adjust the same, they shall refer the grievance to the board of conciliation for final settlement, as provided in the award of the Anthracite Coal Strike Commission and the agreements subsequent thereto, and whatever settlement is made shall date from the time the grievance is raised.

It will be noted that the above clause provided for two additional steps in conciliation intermediate between the direct settlement of disputes by local mine managers or superintendent and employee or employees interested, and the reference of disputes to the conciliation board, as follows:

(a) Reference to grievance committees of employees at each mine, the committees to deal with the officials of the company owning the mine;

(b) Reference to the two members of the board of conciliation of the district, one of whom represents the employers and the other the workers.

After 1912 a new feature was evolved in the form of "general grievance committees," composed of representatives from local communities. These committees existed among the employees of certain companies, notably the Delaware & Hudson, in some sections of the field, and among the employees of an entire section, as in the case of the Schuylkill region. They were not provided for in the agreement and were not recognized by the board of conciliation. Their origin seems to have been in the work of local grievance committees which, according to the terms of the 1912 agreement, met with company officials within 60 days after the agreement was signed to prepare statements "setting forth the rates of pay to be certified to the board of conciliation." For purposes of convenience, it appears that certain companies met with representatives of all the local grievance committees at their collieries, and these representatives thereupon undertook to begin entities of their own. They first attempted to make new adjustments in the wage scale involving changes in the system of differentials, and later have tried to deal collectively with general questions affecting the mine workers. Not only were they not recognized by the employers and the board of conciliation, but their existence has been fought by the leaders of the union. In the 1914 convention, for example, of the United

Mine Workers in district No. 1, the question occasioned a good deal of strife, and the union was well divided.

Naturally those who were dissatisfied with the administration of the union sided with the advocates of general grievance committees, and the controversy presented phases of a somewhat political nature within the union. In a sense the general grievance committees attempt to set up a system of conciliation in opposition to that provided by the agreement.

How far this movement influenced the character of the proposals of the mine workers in the negotiations for a new argument in 1916 is, of course, impossible to say. It is significant in this connection, perhaps, that the 1916 proposals included demands not only for more "simplified and speedy" methods of settling disputes, but for the installation of machinery in each district for determining general conditions of work and revising the wage scale.

In striking contrast to the developments in the plan of conciliating disputes is the plan of arbitration. The method of arbitration of disputes provided by the Anthracite Strike Commission in its 1903 award was set forth as follows:

If, however, the said board (board of conciliation) is unable to decide any question submitted or any point related thereto, that question or point shall be referred to an umpire, to be appointed at the request of said board, by one of the circuit judges of the third judicial circuit of the United States, whose decision shall be final and binding in the premises.

This method has remained without change under the subsequent agreements.

THE NATURE OF MATTERS COMING UP FOR SETTLEMENT.

Since no records are kept of grievances or disputes unless they are brought before the board of conciliation, the data relating to matters coming up for settlement under the agreement are confined to the records of the board.¹

The grievances reaching the board are only a small proportion of the total number, and since March 31, 1912, when the local conciliation machinery was inaugurated, a much larger proportion did not reach the board, but were settled locally or by the district members of the board.

It is believed, however, that the grievances actually brought before the board are representative of the character of all the grievances.

¹ Four volumes containing the text of grievances, of answers thereto, and of the actions of the board and umpires, have been issued as follows: Apr. 1, 1903-Mar. 31, 1906; Apr. 1, 1906-Mar. 31, 1909; Apr. 1, 1909-Mar. 31, 1912; Apr. 1, 1912-Mar. 31, 1918. A fifth volume, for 1913-14, is not yet available.

The following tabulations show the nature and the disposition of the grievances coming before the board. In order to facilitate comparisons of the four periods following the 1903 awards and each of the agreements, separate tabulations have been made for the respective periods. Another tabulation affords a recapitulation for the entire period of 10 years since the 1903 award:

NATURE OF GRIEVANCES BEFORE THE ANTHRACITE CONCILIATION BOARD AND THEIR DISPOSITION, 1903-1913.

[Compiled from the Reports of the Board of Conciliation.]

Nature of grievance.	Settled by agreement.	Withdrawn.	Employee sustained.	Employer sustained.	Refused by board. ¹	Umpire's decision—		Total.
						For employee.	For employer.	
1903-1906								
Wages.....	7	14	11	10	4	2	11	59
Rates for coal.....				2				2
Check docking boss and checkweighman.....			2	1			1	4
Hours.....	1	5	3				1	10
Discrimination against employee.....	4	24	12	6	1	4		51
Size of car.....	1		1					2
Price of powder.....							1	1
Strike of employees.....	1	3						4
Conditions of employment.....		6					1	7
Miscellaneous.....		1	2					3
Total.....	14	53	31	19	5	6	15	143
1906-1909								
Wages.....	2	6	2			1	1	12
Discrimination against employee.....	1						1	2
Size of car.....							1	1
Strike of employees.....				2				2
Conditions of employment.....		1				2	1	4
Collection of union dues.....			5					5
Total.....	3	7	7	2		3	4	26
1909-1912								
Wages.....	7	4	2	2		4	2	21
Check docking boss and checkweighman.....				1				1
Discrimination against employee.....	1	3	2	1				7
Size of car.....		1						1
Price of powder.....		1						1
Conditions of employment.....	1							1
Miscellaneous.....		2						2
Total.....	9	11	4	4		4	2	34
1912-13								
Wages.....	6	10	4	3		7	7	37
Check docking boss.....		1						1
Hours.....		1						1
Discrimination against employees.....			1					1
Distribution of mine cars.....							1	1
Strike of employees.....		3		3				6
Dockage.....		1						1
Refusal to meet grievance committees.....		2						2
Total.....	6	18	5	6		7	8	50

¹ Refused because complaints were out of jurisdiction of the board.

NATURE OF GRIEVANCES BEFORE THE ANTHRACITE CONCILIATION BOARD AND THEIR DISPOSITION, 1903-1913—Concluded.

Nature of grievance.	Settled by agreement.	Withdrawn.	Employee sustained.	Employer sustained.	Refused by board.	Umpire's decision—		Total.
						For employee.	For employer.	
1903-1913								
Wages.....	22	34	19	15	4	14	21	129
Rates for coal.....				2				2
Check docking boss and checkweighmen.....		1	2	2			1	6
Hours.....	1	6	3				1	11
Discrimination against employees.....	6	27	15	7	1	4	1	61
Size of car.....	1	1	1				1	4
Price of powder.....		1					1	2
Strike of employees.....	1	6		5				12
Conditions of employment.....	1	7				2	2	12
Collection of union dues.....			5					5
Distribution of mine cars.....							1	1
Dockage.....		1						1
Refusal to meet grievance committees.....		2						2
Miscellaneous.....		3	2					5
Total.....	32	89	47	31	5	20	29	253

NOTES ON THE TABLE.

Number of complaints.—Two hundred and fifty-three definite complaints were made in the period of 1903-1913, the division according to periods being as follows:

	Complaints.
1903-1906.....	143
1906-1909.....	26
1909-1912.....	34
1912-13.....	50

Years in which grievances were presented to the board.—The foregoing tabulation of grievances is according to the agreement periods, the year beginning April 1 and ending March 31. The following table is for calendar years, and is the result of tabulations made by an official of the board of conciliation from such records as exist. It is not wholly comparable, therefore, with the other tabulations given above.

	Grievances.
1903.....	107
1904.....	16
1905.....	16
1906.....	8
1907.....	7
1908.....	9
1909.....	8
1910.....	15
1911.....	5
1912.....	3
1913.....	51

Nature of grievance and complaining party.—Practically all grievances except those relating to strikes of employees were introduced by the employees.

Complaints "withdrawn."—Cases marked "withdrawn" in the foregoing table were for various reasons, the large majority being when the reply of the operators to the miners' complaints plainly showed that there was no ground for complaint. Others were because of compromise by parties to grievance, failure of interested parties to appear before the board to prosecute the cases, and complainants quitting the employ of company. Except in the first instances, the records do not show the cause of withdrawal except in a general recapitulation. (Report of Board of Conciliation, 1903-1906, p. 335.)

Complaints of discrimination on account of union affiliation and alleged participation in the 1903 strike.—Withdrawals in these cases were due to reemployment after complaint was made but before the meeting of the board at which the complaint would be heard. In the cases where complaints of this character were heard by the board, the employees were upheld, usually on the ground that the 1903 award provided that old employees

should be given preference over new men. Number of complaints of this kind, by periods, were :

Period.	Number.	With- drawn.
1903-1906.....	51	24
1906-1909.....	2	.....
1909-1912.....	7	3
1912-13.....	1	.....

Complaints involving the privilege of collecting union dues on mine property.—Five cases involving "collection of union dues" (Grievances Nos. 105-109, inclusive) were settled by a single decision which merely set forth and explained the understanding arrived at in the 1906 conference preliminary to the 1906 agreement, which allowed collections of dues from workers at the mines, provided work be not interfered with and names and purpose of the collectors be given upon request.

Complaints involving "rates for coal" were only in cases where the prices charged employees for coal for their own use were questioned.

Settled by agreement or before coming to the board.—The report of the Board of Conciliation for 1903-1906 gave 14 complaints which were settled by agreement of the two parties concerned without decision of the board, but through the influence of the board. In 1906-1909 there were 3, in 1909-1912 there were 9, and in 1912-13 there were 6 of such cases given in the board's reports. But these do not seem to include the grievances which were settled by members of the board in their respective districts. The reports of the board for 1906-1909, 1909-1912, and 1912-13 contained the following statement in their introductions:

"The members of the board of conciliation, acting pursuant to regulations, settled a large number of grievances in their respective districts without the necessity of bringing the same up as formal grievances before the board to be acted upon by the entire board. In such grievances the parties directly interested were not required to appear before the board to give testimony. Grievances settled in this way are not rendered in this compilation of the work of the board of conciliation, as the board records in these compilations only the formal grievances which were taken up and acted upon by the entire board."

It thus appears that those grievances grouped under the heading "settled by agreements" in the foregoing tables, were settled by or through the influence of the entire board, and do not include the grievances which were settled by the members of the board in their respective districts. The number of the latter is therefore not known and is not available. It has been stated that since 1906 their number has been considerably greater than those coming up for consideration of the entire board.

From the foregoing tabulations it appears that questions relating to wages were greater in number than any other issue. Charges of discrimination by operators against employees on account of union affiliation appeared most frequently immediately after the 1903 award and the agreement of 1909 went into effect. Since this question of discrimination indirectly involved that of recognition, the right of a local union to collect dues on colliery property may be classed along with it. The latter issue came up only once, the occasion being after the 1906 agreement went into effect, in the form of five complaints which were settled by a single decision based on an understanding reached in the conference at which the 1906 agreement was reached, but not made a part of the formal agreement. Charges of discrimination, however, naturally involved the question of whether preference was given to old or to new employees and the cases were settled chiefly on this basis rather than on actual evidence of union activity or membership. Nearly half of the complaints of this character were withdrawn, the withdrawals being due to the voluntary

reemployment by the companies of the men involved. Since they were usually reemployed after the complaint had been made but before it reached the board, the withdrawal cases may be classed as settlements out of court. The issue of colliery strikes, which in every instance was brought by operators, was, next to wages and discrimination, the most important. The half dozen of these cases were decided upon the evidence submitted in only five instances, and then in favor of employers. Of the others, one was settled by agreement and six withdrawn. Grievances classified in the foregoing tabulations as involving "conditions of employment" related in the main to methods of wage payment, noon hour, early quitting on pay day, etc., which are not included among those classified under "wages" and hours.

The issues relating to wages, discrimination (and collection of union dues), and strikes constituted about 80 per cent of the grievances brought before the board of conciliation. The following table indicates the relative importance of these issues:

PER CENT WHICH EACH SPECIFIED GRIEVANCE WAS OF THE TOTAL GRIEVANCES UNDER THE 1903 AWARD AND SUBSEQUENT AGREEMENT, BY PERIODS, 1903 TO 1913.

Nature of grievance.	Per cent of total grievances.			
	1903-1906	1906-1909	1909-1912	1912-13
Wages.....	41	46	53	74
Discrimination against employees on account of union affiliation.....	35	7	25	2
Right of union to collect dues on colliery property.....		19		
Colliery strikes.....	3	7		12
Total.....	79	79	78	88

The increased proportion of grievances relating to colliery strikes in the single year 1912-13 is significant.

The grievances grouped under the heading "wages" constituted so great a proportion of the total that more specific data as to their character should be given here. The following tabulation shows, as nearly as possible, the number and specific subject of these grievances:

NUMBER AND NATURE OF GRIEVANCES RELATING TO WAGES BROUGHT BEFORE THE ANTHRACITE BOARD OF CONCILIATION, 1903-1913.¹

Nature of grievance.	1903-1906	1906-1909	1909-1912	1912-13	Total.
Payment for overtime.....	12				12
Advances allowed by awards and agreement.....	14	1	3	7	25
Reduction in wages.....	12		2	13	27
Back pay.....	2				2
Interpretation of sliding scale.....	2	1		1	4
Rates of pay.....	15	8	8	15	46
Size of mine cars.....	1	1	4		6
Miscellaneous.....	1	1	4	1	7
Total.....	59	12	21	37	129

¹ From Apr. 1, 1903, to Mar. 31, 1913.

² For the month of March, 1912.

In the great majority of instances the issues relating to wages necessitated interpretations of the award or of the agreements. Payment for overtime involved interpretations of the award's provisions as to hours of work for time or day employees. Advances in pay, back pay, and reductions in pay involved the question of whether the award or the agreement had been correctly interpreted. Rates of pay chiefly involved the question of whether the differentials for yardage, loading rack, timber placing, car prices, etc., existing in April, 1902, were maintained. The question of interpretation was, in fact, involved in most of the grievances; comparatively few issues which had to be decided purely on their own merits came before the board. The latter class of questions included methods of settling disputes locally, discrimination against union employees, payment of wages to laborers employed by contract miners, and a few instances when existing differentials did not cover new work.

GENERAL CHARACTER OF THE SETTLEMENTS.

In a general way it may be said that the settlements of grievances and disputes have been of two kinds—interpretative of the awards and of the agreements, and supplementary or amendatory to them.

As already stated, the greater proportion of the settlements have been of an interpretative character. This is due, of course, to the nature of the matters coming up for settlement. As shown in the foregoing tables of grievances, the specific matters which may be classed as being purely interpretative in their character are as follows:

(a) Wages: Advances allowed by award and agreements, reduction in wages (i. e., below the rates allowed), back pay, and interpretation of sliding scale. Some of the other issues indirectly required interpretation of the award and agreements, such as those involving rates for yardage, cars, size of cars, and topping, since the differentials and all rates of pay were permitted by the award and the agreements to remain on the same system as prevailed in April, 1902, the new provisions allowing only horizontal percentage increases. Fully half of the matters relating to wages were thus clearly interpretative.

(b) Check docking bosses and checkweighmen.

(c) Hours.

(d) Discrimination against employees because of union affiliations, so far as it could be determined according to the definition of discrimination given by the award and the agreements.

(e) Strikes of employees.

Such matters as the price of powder and the rates or prices of coal paid by employees for their domestic use involved a settlement

of the question of whether or not they could be considered as among those conditions existing in April, 1902, which were to remain unchanged.

Generally speaking, the award and the subsequent agreements may be said to have been fairly definite in their provisions. The largest number of grievances brought before the board in 1903-1913 related to wages and discrimination on account of union affiliation, 190 out of the total of 253 being of these two classes. The award and the agreements definitely fixed the differentials existing in 1902 as the basis; the questions coming up therefore related (1) to the differentials and other conditions in existence before the award was made, and (2) to the method and the extent of the application of the terms of the award.

The matters coming up for settlement which could not be disposed of by strict interpretations of the award and the agreements were few in number. Altogether there appear to have been four instances of this kind as follows:

(a) The plan of conciliation was supplemented by the board of conciliation at its first meeting in 1909 by a resolution which provided for a series of references of grievances to be followed before they could be brought before the board itself.

(b) Some grievances alleging discrimination by employers against employees on account of union affiliation could not be settled because of a lack of definiteness in the terms of the award. In these cases the board of conciliation either sought to set precedents in its decisions or made specific rulings, as in the case of the right to collect union dues and post union notices on colliery property.¹

(c) The payment of laborers employed by contract miners. This case first came up in May, 1903, in a grievance from certain laborers employed by contract miners for Coxe Bros. & Co. (grievance No. 9), who requested that the advance of 10 per cent in wages granted by the Coal Strike Commission should be given to them as well as to contract miners.

The board of conciliation upheld the laborers in their contention, but in doing so it distinctly went beyond the provisions of the award. The award of the commission was "that an increase of 10 per cent over and above the rate paid in the month of April, 1902, be paid to all contract miners for cutting coal, yardage, and other work for which standard rates or allowances existed at that mine from and after November 1, 1902," etc. No mention of the employees of contract miners was made in connection with increase in wages. The petition of the laborers to the board of conciliation in this case

¹ The ruling in the case of the right to collect union dues and a later decision of an umpire on the same question were made a part of a subsequent agreement.

asked that the board "find that it was the intention of the Anthracite Coal Strike Commission to include the class of mine labor represented" by the petitioners. The action of the board was couched in terms that made it appear interpretative rather than amendatory of the award. "Taking effect August 1, 1903," said the formal action of the board, "it is resolved by the board of conciliation in its interpretation of the award of the Anthracite Coal Strike Commission that contract miners' laborers are entitled to partake in the benefits of the wage provisions of the award." The fact that contract miners' laborers were not regarded by the commission as employees of the operators was recognized by a decision of Umpire Carroll D. Wright in a later case (grievance No. 62, Sept. 4, 1903), in which he said: "In regard to the miners' laborers, the commission left it entirely to the miners to do justice to them. This was because the miners' laborers are not employees of the operators but of the miners themselves." Furthermore the award of the commission is quite specific in providing that the 10 per cent increase was to be paid "from and after November 1, 1902." The boards' ruling in regard to miners' laborers, however, was effective only from and after August 1, 1903.

This view of the board's action was taken by Umpire Charles P. Neill, in a decision on August 26, 1914 (grievance No. 245, item 1), interpreting a provision of the 1912 agreement relating to the "standard rate" to be paid by contract miners to their employees.¹ In reviewing former decisions and actions relating to contract-miners' employees, Mr. Neill said of the board's ruling in May, 1903:

The board of conciliation had in its membership three official representatives of the miners when acting in a collective capacity. In acting on this grievance, therefore, the board, with the concurrence of the body of contract miners as represented by their officials on the board, may be regarded as making an agreement supplementary to the award of the commission, and thus doing justice to the laborers of the miners as it had been left to the miners to do by the commission, according to the opinion of Umpire Wright. On no other hypothesis can the umpire understand the action of the board in making its ruling effective August 1, 1903.²

Since both Umpire Wright and Umpire Neill were connected with the Anthracite Coal Strike Commission in official capacities, their views may be considered authoritative. Particularly significant is

¹ The decision in this case was of unusual importance because it involved the contract system of one of the large mining companies (the Delaware & Hudson Coal Co.). This company, instead of having a contract between each individual contract miner covering the work of such individual worker, made a contract with a single mine covering the mining of all of the coal in a given section of a mine and requiring the work of a number of miners as well as laborers. The decision, which was based in part on former decisions and rulings, directed the payment of standard rates to miners and laborers employed by contract miners, and involved the payment of large sums of money.

² Board of Conciliation, decision of umpire in re grievance No. 245, item 1.

Dr. Neill's point that the members of the board of conciliation had the power to bargain collectively.

(d) Rates of pay: While the board of conciliation and the umpires have been called upon on a number of occasions to decide what rates should be paid in new operations, their decisions have always, so far as it has been possible, applied the differentials existing in collieries where similar work had been done in the past. In other words, they have merely interpreted the award's provision that "present methods of payment for coal mined shall be adhered to, unless changed by mutual agreement" and the 1909 agreement's provision that "the rates which shall be paid for new work shall not be less than the rates paid under the strike commission's award for old work of a similar kind and nature."

There have been a few instances, however, where the award and the agreements have not been found applicable and interpretations have not been adequate. One of these cases was of 10 years' standing, and involved a condition not covered by existing differentials. In the Klondike vein at the Ontario colliery of the Scranton Coal Co., it was necessary to take down top rock to make the requisite height for mine cars. The rate paid for this work was \$2.20 a yard. But this vein and another vein lying above it came together and formed one vein of a considerably greater thickness, with a strip of rock running through the middle of the vein. Where the two veins merged, there remained no necessity for taking down top rock where the full height was mined, but it then became necessary to handle the strip of rock between the two veins. The company put on a new rate, and the miners presented a grievance. This grievance was first presented in October, 1904.¹ The company claimed that it had the right, under the award, to readjust the rates of compensation whenever there is a change in the conditions under which the miner is working. The board of conciliation disagreed and the case went to an umpire. The umpire held that the case was one to which the award of the commission was not applicable and the grievance was not sustained. But the umpire's decision also stated that "the question of what rate should be paid for the handling of the rock embedded in the coal vein was a proper subject for a new agreement."² The matter did not come up again until 1913, when a grievance was presented by certain employees in the Ontario colliery that since 1904 there has been no fixed and agreed upon rate for cutting the rock under question. Again the case went to an umpire—it happened that it was the same umpire, Dr. Neill—and the decision was the same so far as the award and the agreement were concerned. But

¹ Grievance No. 128, Report of Board of Conciliation, 1903-1906, pp. 300-302.

² Grievance No. 214, item 3, p. 1.

instead of merely suggesting that the question was a subject for a new agreement, the second decision specifically provided:

That as the first step toward a settlement of this grievance, the proper representatives of the company shall meet with the miners working in the chambers to which this grievance applies, or with a committee selected by these miners, and endeavor in good faith to agree upon some fixed and definite rate or rates, to be paid for handling this rock. This first step is directed in conformity with the fourth award of the Anthracite Coal Strike Commission, which clearly implies that adjustments of grievances shall first be undertaken "by consultation between the superintendent or manager of the mine or mines, and the miner or miners directly interested." If no agreement can be reached as a result of this first step, then, in conformity with subsection (d) of the agreement of May, 1912, the representative of the company shall meet with the grievance committee and the member of the board of conciliation and endeavor to agree upon a rate or rates. In the event of a failure to agree, the fixing of the rate shall be referred to the conciliation board; and when a rate shall be finally agreed upon it shall be retroactive to a date 10 days after the date on which this decision is presented to the meeting of the conciliation board. It is to be understood that this decision applied only to the handling of what can be properly called "rock," and that the rates are to be fixed for this only.¹

A second case involved the payment of a large sum of money by the anthracite operators. It was of unusual importance for this reason alone, however, because it involved the application of the sliding scale for March, 1912, the last month of the existence of that method of payment, and hence did not constitute a specific precedent. Apparently such a case involved merely an interpretation of the 1903 award; in reality it went beyond the award because it had been found, in applying the sliding scale, that the strict letter of the award could not be carried out. The award provided that each employer should apply the increase in pay on the earnings of the particular month on the sales of which the sliding scale was calculated; the practice, however, was adopted of paying the sliding scale increase by applying the percentage based on the sales of a given month on the earnings of the succeeding month until April 1, 1912, when a suspension occurred. After work was resumed, the mine workers claimed that the increase, according to the sliding scale, for the month of March was still due them. Various questions arose as to the method by which this increase ought to be paid. The umpire, however, decided that the workers were entitled to receive the sliding scale increase as calculated upon the basis of March coal prices.² It will be noted, therefore, that this case was one which had to be decided as a case in equity. The board of conciliation

¹ Grievance No. 214, item 3, p. 3.

² Board of Conciliation, decision of umpire in re sliding scale for March, 1912 (rendered May, 1913).

failed to make any agreement, and the umpire was called upon to act as a mediator.

Within the last year or so the introduction of a coal cutting machine has caused the bringing up of a question of rates of pay which apparently has no precedent or basis in preceding rulings and decisions. The question, in the form of a request for higher rates of pay than those set by operators who have installed the machine, has gone to the board. The board, in December, 1914, failed to agree on a decision and the matter has gone to Umpire George Gray.¹ In this case the conciliation and arbitration machinery provided by the agreement has thus been called upon to act on a fundamental question which is not covered by the award or the subsequent agreements. Conciliative methods having failed, it has gone to arbitration.

The above instances of matters which could not be or were not decided by interpretations of the awards and the agreements, illustrate the methods by which such questions were disposed of. These methods show that whenever necessary the board of conciliation has not hesitated to supplement existing agreements by conciliation whenever possible or by arbitration. It is clearly evident, however, that even in these instances the effort has been made to adhere as closely as possible to the principles laid down by the Anthracite Coal Strike Commission.

The demands of the mine workers in 1916 proposed that the entire question of wage differentials should be considered by representatives of the employers and employees in each of the three districts.

"General grievance committees," to which reference has already been made, had sought in 1913 and 1914 to obtain for themselves a status, the chief purpose of which was a consideration of this question. The attitude of the mine workers appears to be that the system of differentials of 1902 has been rendered unsuitable and unfair by changing conditions. Such proposals as they have made would, if carried into effect, be an important departure from the 1903 awards, as well as afford an opportunity for collective action on a fundamental question which so far has been considered settled by the awards.

THE CONCILIATION AND ARBITRATION PLAN IN PRACTICE.

For purposes of clearness the operation of the systems of conciliation and of arbitration may be discussed separately.

CONCILIATION.

With the plan of conciliation, as it has developed up to the present time, in mind, its work in actual practice suggests several considera-

¹ Formerly Federal judge of the third judicial district and a member of the Anthracite Coal Strike Commission.

tions. Among these are the extent of the appellate principle in the reference of matters coming up for settlement, the tendency toward stopping of disputes near the point of impact, the number of disputes, the effects on union membership, the relation of the immigrant to conciliation methods, and the importance of the personal equation.

(1) *The appellate principle in the reference of matters in the course of conciliation.*—It will be noted that there are no provisions relating to appeals from decisions made at any point in the series of references except those setting forth the finality of the decisions of the board of conciliation and of umpires. From the decisions of the board and of the umpire, according to an explicit provision made in the 1903 award and in the agreements, no appeals can be made, although on one occasion an appeal was made, with the consent of both sides, to a member of the Federal judiciary for the settlement of a question on which an umpire and the operators' representatives on the conciliation board disagreed.¹ This, however, was an extraordinary case for which no provision had been conceived. While there is provided a method of progressive reference of disputes, starting at the point of impact at the colliery itself, and ending with an outside umpire named by an outside authority, the possibility of judicial review is very slight. There are three points in the series of references where disputants can present their case to a third person—the district board members, the conciliation board, and the umpire—and where the element of review and of adjudication seem to exist. At the two other points, the complaining employee and mine boss, and the grievance committee and the company official, there is no review or adjudication whatever. But even when the first two steps in conciliation fail and the matter in dispute goes to the two members of the conciliation board, it does not go as a case on its merits, but as a matter on which the two board members, with their knowledge of the attitude and the precedents of the whole board, may be able to settle, or to bring about a settlement between those immediately concerned. Furthermore, even the board itself is frankly regarded as bipartisan, and while the disputants present their cases in a formal way to the board for a decision, the element of conciliation is intended to be predominant. In other words, the entire series of references up to the umpire is a series of attempts by representatives of both sides to a dispute to settle out of court rather than in court, and it is taken for granted in all of the steps in this series and expressly provided in one, that when a settlement is made it is final because it is a real settlement of the dispute.

The fact that certain precedents have grown up in the board of conciliation in the settlement of certain disputes does not essentially invest the board with judicial authority, although it may be an evi-

¹ See p. 97.

dence of a judicial habit. The entire plan of settling disputes under the agreement, therefore, is so constructed as to eliminate as far as possible the element of arbitration or of judicial review by any other kind of a body than a strictly bipartisan one except as a last resort.¹ The appellate principle is thus strikingly absent so far as the form of reference of disputes is concerned.

At the same time it must be remembered that the average individual mine worker naturally looks upon the entire process of settling disputes as a series of appeals from the decisions of his employer or of his employer's representatives. He has been accustomed to look for compulsion from his employer, and at one time his only method of appeal from his employer's decision was the strike. The new method of "conciliation" is to him a means by which he can refer his employer's decisions to some other authority. The extent to which the agreement is an actual contract between employer and employees is the measure of the correctness of his view.

(2) *Increased number of grievances.*—The providing for methods of conciliation has resulted in a larger number of separate disputes and matters coming up for conciliation. While no statistics are available for the years prior to 1903, there is evidence to show that for a number of years prior to the general strikes of 1900 and 1903 labor disputes were few and far between and grievances were rarely aired.² Since the 1903 award went into effect the number of complaints submitted to the board of conciliation by years, so far as it is possible to be ascertained from the records, has been as follows:

	Complaints.
1903.....	107
1904.....	16
1905.....	16
1906.....	8
1907.....	7
1908.....	9
1909.....	8
1910.....	15
1911.....	5
1912.....	3
1913.....	51

The large number of grievances coming up immediately after the award went into effect and the increases in 1910 and 1913 following amendments to the award are significant. Many of these cases were

¹ The testimony of John Mitchell at the Washington, D. C., hearings of the Commission on Industrial Relations shows very clearly his opposition to the submission of differences to a third party. Mr. Mitchell was the mine workers' representative before the Anthracite Coal Strike Commission, whose award laid the basis for the present plan.

² Assertions to this effect have been made by operators at various times. See Report of the Anthracite Coal Strike Commission and Proceedings of conferences.

caused by the need for interpretation of the awards and the new agreements; others were due to the fact that outlets for grievances were provided especially in the case of the 1903 award and the 1912 agreement.¹ But the above statistics do not exhibit the actual number of grievances, since they do not include those which are settled without reaching the board. Unfortunately no records are kept of grievances and disputes which are not settled by the board or umpires, but it is asserted by members and officials of the board that their number has greatly increased since 1912.

(3) *Tendency toward settling disputes at point of impact.*—This suggests the tendency toward stopping disputes near or at the point of impact. Aside from the creation of new local machinery and the provision for reference to the two district members of the conciliation board before reference to the entire board in the 1912 agreement, the conciliation work of individual members of the board before 1912 showed a considerable growth. An increasing proportion of grievances, it has been stated by members of the board, never reach the board, being settled either by the union member of the board or by both the members of the board for a district; the provision of the 1912 agreement referred to above was, therefore, little more than a formal recognition of their work of conciliation. It is a significant fact, perhaps, that the number of grievances withdrawn and settled by agreement, usually by members of the board in the district in which the grievance originated, after reaching the board, was much larger proportionately in recent years, as the following tabulation shows:

DISPOSITION OF GRIEVANCES BROUGHT BEFORE THE ANTHRACITE BOARD OF CONCILIATION, 1903-1913.

[Compiled from the reports of the board of conciliation and decisions of the umpires.]

Disposition of grievances.	Number brought up in—			
	1903-1906	1906-1909	1909-1912	1912-1913
Complaints on which the board took no action:				
Settled by agreement of both parties.....	14	3	9	6
Withdrawn by complainant.....	53	7	11	18
Refused by board.....	5			
Complaints decided by the board:				
Employees sustained.....	31	7	4	5
Employers sustained.....	19	2	4	6
Complaints going to umpire and decided:				
For employee.....	6	3	4	7
For employer.....	15	4	2	8
Total.....	143	26	34	50

¹ The mine grievance committee was characterized as a benefit to the worker by union leaders in statements to the writer, because local machinery was thereby afforded by which a worker could present a grievance and have it settled without going to the conciliation board, and by which the opportunity for the settlement of grievances was made greater than ever before. It is natural, therefore, that the opportunity be taken advantage of.

Thus it appears that while 47 per cent of the grievances were settled by agreement of both parties or withdrawn, in the period 1903-1906, and 38 per cent in the period 1906-1909, approximately 52 per cent were so disposed of in the period 1909-1913. Since the great majority of complaints withdrawn did not come to decisions because the complainants realized that they had no real grounds for grievance, they may properly be classed with those complaints which were settled by agreement. The tendency toward settlement of grievances in these ways seems to be indicated even for those grievances which are formally placed before the board of conciliation, to say nothing of a large increase in the number of settlements without presentation to the board.

(4) *Union strength increased.*—The creation of machinery for the conciliation of disputes has unquestionably resulted in strengthening the union. Confidence in the ability of the organization to obtain the settlement of specific grievances arising at the collieries has resulted, and membership in the union has meant tangible benefits. This effect has been much greater under the 1912 agreement than under the preceding agreements, however, because of the provision for colliery grievance committees. The grievance committee is both an inducement to the mine worker to join the union in order to gain the benefit of collective action on matters of local interest, and a weapon which the union organization uses to force him to join.

No provision is made as to the manner in which the grievance committees are to be selected. There is reason to believe that such a provision was purposely omitted, since it would involve more or less formal recognition of the local union. In practice the committees are chosen by the local union and have refused to take up grievances of nonunion workers; in fact, it has been asserted by some operators that the mine committees are nothing more than an active auxiliary to the union campaign for membership and the "button-strike" method of compelling nonunion mine workers to join the union. There seems to be no doubt that the mine grievance committee has had the effect of aiding the unusual increase in union membership since 1912. The practical recognition by the employers of local bodies representing the local unions was certainly a factor of great importance in stimulating the immigrant mine worker to join the union, because it enabled him to see with his own eyes a concrete piece of industrial machinery which stood ready to take up his grievance and if need be to carry it "higher up" for adjustment. It was natural, therefore, that he should join the union in order to acquire a standing before the committee; if he did not join, he faced opposition or lukewarmness on the part of the committee when he had a grievance to be aired.

(5) *Delay in settlement of disputes.*—The accusation that there has been more delay in the settlement of disputes than is necessary has been frequently made by mine workers. How far, avoidable delay occurs, is difficult to determine. Data relative to the length of time required to settle disputes under the agreements is incomplete for two reasons: (1) The date on which action was taken by the conciliation board in cases referred to is usually not given in the reports; (2) no records are kept of the disputes which do not reach the board. The report of the conciliation board for 1903–1906 gives a recapitulation which is complete, but this is not given in subsequent reports. The following are the data for 1903–1906 under the award:¹

Hearings or action taken within—

One month.....	44
Two months.....	69
Over two months.....	37

Action of umpire within—

Two months.....	2
Four months.....	1
Seven months.....	1

While no records exist of the grievances referred to mine committees under the 1912 agreement, it appears to be generally thought that disputes are settled by the new plan of conciliation with less delay than formerly. Frequently the first step in conciliation, the effort to settle differences by direct conference between mine boss and complainants, is omitted, and the grievances are first brought by the mine committees. Usually the grievances are promptly settled by conference of committee and company officials. The 1912 provision permitting the union member of the conciliation board for the district to sit in these conferences aids in the prompt settlement of disputes, since the board member knows pretty well what the prospects for a successful reference of a dispute to the board are, and he advises the committee accordingly. His knowledge of precedents also serves to guide the settlement of local grievances. The conciliation work of the two members of the board from the district in which a grievance originates serves to prevent delay by bringing about settlements without reference to the board. More business-like methods of procedure have also served to lessen the time required for final action on a grievance. The board of conciliation meets regularly twice a month. In 1914, 90 meetings were held for the disposition of grievances, besides frequent conferences between the two district members of the board and between the individual members and the grievance committees and complainants.

Under the present methods it does not seem that there is unwarrantable delay in obtaining decisions on matters coming up for settle-

¹ Report of Board of Conciliation for Three Years Ending Mar. 31, 1906, p. 335.

ment. The members of the board of conciliation have other duties than those attached to their office. The cases coming up before the board frequently require the taking of lengthy testimony, and the evidence must be carefully digested before a decision can be made. Many trivial cases consume the time at the board's disposal. In some instances the decisions require more than one conference; the matters involved are often questions on which careful interpretations must be made or actual conciliation is needed. In fact, it appears to be true that most of the cases of apparent delay are not so much the fault of the board of conciliation as of the character of the cases themselves. Frequently, where a grievance is brought up which is without sufficient basis, it is not pressed. Either it is postponed in order to secure further evidence or else it is not withdrawn and is allowed to stay on the "docket" because the member of the board does not wish to confess to his constituents that he has not been able to secure favorable action; hence the board is blamed for delaying action.

(6) *Personal equation as a factor.*—The attitude and the character of those who compose the conferences have been suggested as important factors in the resulting agreements. In the same way, the personal equation is an important factor in the settlement of matters under the agreements. This is inevitably so, for several reasons, although personal equation can not be statistically stated. The members of a board of conciliation which meets regularly and frequently to pass on questions that often involve the same general principles, learn to know each other personally and to understand in an intimate way the position, with reference to their constituencies, in which they are placed. The character of the grievances coming before the members of the board and even their disposition depends a good deal on this personal element. In one district, the members of the board representing the employees and the union may understand each other better than in another district and work together with greater facility. In another district the union member of the board may be inclined to be a union "politician" and to insist on points that will increase his prestige with his constituents. This results in some friction and appears to hinder rather than help conciliation. A trivial case may be pushed more because of the publicity it happens to get rather than because of the importance of the principle involved. For example, a breaker boy was discharged by a company for some infraction of the rule. After eight days the boy found employment in a mill at better wages than he was getting on the breaker. A grievance was presented on the ground that the boy was unjustly discharged. The boy did not want to return to the breaker because he was getting better wages in his new job, but the issue was made on payment of his wages for the eight days he was idle. The principle

that a discharged worker ought to be paid for time lost if he lost it through no fault of his own, had long been established, so that in this case the fundamental principle was not at stake, but his wages at a dollar a day. The attitude of the district union member of the board was such as to cause the grievance to be brought before the whole board, where it was necessary to hear a large amount of testimony and to take up a half a day's time of the board. The question involved had its right or its wrong, of course, but the inability of the two members of the board to adjust so small a matter was due to the desire of one of them to gain support for himself among his constituents. In another district the employer member of the board may be so great a stickler for technicalities that friction continually results. In still another district, the two members may work together well, rarely present a case for decision by the board and never do so unless it involves a new issue or a new interpretation of the agreement. The opinion has been expressed that the union member under such conditions is able to gain unusual concessions on account of his personality and his attitude.

While the personal element can not be accurately measured, one can not but be impressed with its importance in the actual work of the board of conciliation as a whole and particularly of its members. The longer the business of conciliation goes on, the greater is the importance of the personal equation, especially in the settlement of matters by local conciliation and by the district board members. Even the origin of grievances is affected in this way. At some collieries are the aggressive individuals—the “trouble makers”—in the leadership of the local union, and at these collieries grievances occur with so much greater frequency that their cause can not be denied. It has been said that if the local grievances could be charted on a map of the anthracite field it would be seen that in certain sections and particularly at certain collieries the grievances would be concentrated, while other collieries—the majority—would receive no distinguishing mark. And while the natural tendency is for the personal element to be discounted by the conciliation board, its bearing on the general problem of industrial relations and their adjustments is great, even if indefinite.

(7) *Relation of the newer immigrant to the conciliation system.*—The fact that the newer immigrant races compose so large a proportion of the anthracite mine workers is an element of great importance in the operation of the conciliation plan. The inexperience of this group of workers in collective bargaining, their ignorance of American points of view, of the real issues at stake, and of the purposes and aims of unionism, and the characteristics peculiar to the various races represented have injected into the situation elements so complicating as to threaten the success of the work of conciliation. In

spite of what naturally appear to have been insuperable obstacles, however, it may be confidently said that the conciliation plan has been successful in dealing with the immigrant and that the immigrant has gradually been educated in its aims and methods to a far greater degree than would be expected.

Roughly speaking, according to an estimate by union officials, about 80 per cent of the United Mine Workers' membership in the anthracite field is composed of Polish, Italian, and Roumanian immigrants. This large proportion has been secured, so far as active organization by the union is concerned, by employing organizers of different nationalities, by printing the union constitutions, by-laws, and rules of procedure, and the agreement in the different languages, by allowing immigrants to hold important offices in the local unions and even in the district organizations, and by the enforced payment of dues through button strikes and the work of the grievance committees. Either the president or a vice president of nearly every local is of one nationality of newer immigrants, and he is intrusted with the duty of translating the debates and rulings for the information of members who can not understand English. It seems to be true that the newer immigrants were inclined to have a passive attitude toward the activities of the locals and the union organization, but as they become more Americanized they gradually take a more active part. Not only are they prominent among the officers of the locals and district organizations, but they are active members of grievance committees, constitute a large proportion of the delegates to the district and joint district conventions which determine the policies of the union in collective bargaining, and have been on the conference committees to meet the operators. That their increasing strength and influence in the union is regarded with apprehension by some of the native and older group of immigrants is not disguised. At the same time it is also recognized that the longer the experience the immigrant has the more conservative he becomes and the more inclined to work with the element which has been in control of the policies of the union.

The position which the newer immigrant has attained has not been without difficulty, both on his part and on the part of the older and native element, and perils to the cause of unionism. The emotionalism of the newer immigrant, his ignorance, and totally different point of view, and his frequent inability to see the larger issue at stake beyond trivial or mere personal grievances, have been serious obstacles to conciliation. The tendency on the part of the newer immigrants to take quick group action on matters on which the individual would hesitate, perhaps, even longer than the older immigrant or the native has been and is another difficulty. The following instance observed at a local colliery will illustrate this tendency: Certain

grievances were to be aired and discussed at a meeting of the mine workers, all of whom were members of the "local" at the colliery. Prior to the meeting a number of workers of newer immigrant races were interviewed for the purpose of ascertaining their individual attitudes and feelings as to the proper course to pursue. Almost without exception they showed that they had a clear understanding of the agreement and of the purpose and value of conciliation methods. They were unmistakably averse to a strike or to radical action, and expressed an unmistakable conviction that the grievances could be properly disposed of through the regular channels. Yet when the meeting took place and the grievances were stated and discussed with a good deal of pointedness and interest, some of the same individuals who had previously exhibited a conservative attitude were the first to shout "Strike." They succumbed easily to excitement and were responsible in large measure for a movement toward a radical group action which was at variance with their individual inclinations and calm judgment.

Counterbalancing these characteristics and tendencies, however, is the willingness of the newer immigrant to be led by members of his own race who are in sympathy with conservative policies. Sometimes it is necessary to make an emotional appeal to him on the grounds of loyalty to the union; at other times calm reasoning will be sufficient, especially if he can be dealt with individually. Accustomed as he has been to a sort of feudal relationship to his landlord in the country of his birth, the basis of which was the opportunity to obtain assistance in times of distress, he looks for guidance to the elder immigrants of his own nationality. His unionism, while emotional, is at the same time personal. Without the influence of the leader of his own race, an agreement would have little weight and conciliation would have small meaning; he would either become a rampant radical or he would be a serf. But under the influence of conservative leaders he is becoming educated in the point of view which is necessary to collective relations with the operators. Unionism has become an effective factor in assimilation, breaking down racial solidarity, training the newer immigrants in conservative action and bringing him in close touch with native and older immigrants.

The operators, while complaining that the mine workers themselves—especially because of the foreign element—have not been capable of collective action, particularly where they are allowed to act directly through colliery grievance committees, are appreciative of the difficulties of the union leaders in controlling the newer immigrants, and, as has been already pointed out, have made concessions with the specific purpose of enabling this control to be more completely exercised. They are disposed to look upon the efforts of the

union leaders as sincere, and at least some of them are willing to remove what has been an obstacle of their own making, the absence of formal and complete recognition and of the check off. For if a closed shop could be authoritatively maintained, the control of the newer immigrant element would, it is claimed by union leaders, be very much more easily accomplished and collective relations would be more solidly established.

Thus, under the conditions which are found actually to exist and with the forces at work, there is a tendency of a most encouraging kind. The longer the immigrant stays the better educated he is in collective bargaining, the more amenable he is to American procedure, and the clearer is his conception of his responsibilities. He does not seem to have injected any permanent radicalism into unionism in the anthracite field. The I. W. W. movement never succeeded in gaining a foothold, for example. The immigrant seems to be assimilating the ideals and the philosophy of the unionism that he finds, rather than molding or changing them in any appreciable degree.

ARBITRATION.

The provision of the 1903 awards relating to umpires, which as already noted was continued without change in the subsequent agreements, was that an umpire should be chosen for each case requiring arbitration, as it came up. The contingency of a deadlock in the choice of an umpire was prevented by placing his appointment in the hands of a Federal judge in the anthracite section.

In practice, however, both parties are consulted and as a rule have been able to agree on the man to be named, and the choice has been so closely confined to three men, former United States Commissioners of Labor Carroll D. Wright and Charles P. Neill, and former United States Circuit Judge George Gray, all of whom were connected in official capacities with the strike commission, that the principle of permanent umpires may be said to have been followed. The first two named were national officials while acting as umpires, except in the case of Dr. Neill, who has been employed as umpire since his resignation as commissioner of labor. Furthermore, all of them may be considered expert arbitrators, especially Dr. Neill, whose experience in this line has been extensive and varied.

A rather unusual situation occurred in 1904, when reference was made to Judge Gray, then of the United States circuit court, after Umpire Wright had given a decision. The question arose in 1903 as to whether deductions could be made from all of the miners at a colliery for the payment of checkweighmen or check docking bosses when only a majority of the miners had petitioned for the installation of weighman or boss. The board of conciliation decided, in July,

1903, on a case presented to it, that checkweighmen or check docking bosses should be installed when a majority of the miners petitioned, but that collections for paying their salaries or wages could be made only from those miners who consented. In October, 1903, the question came up again to the board in another grievance in which it was claimed that certain operators had refused to collect a certain sum from each miner for the payment of weighmen or docking bosses. The board divided, on this occasion, and the question went to an umpire.

Umpire Wright did not sustain the grievance as it was presented, but he made rulings that sustained the contentions of the complainants. The operators' representatives on the board, however, claimed that the umpire had no authority to reverse a decision of the board. As a way out of the difficulty, the two interests represented on the board agreed to submit the interpretation of the award to Judge Gray, agreeing to abide by his decision, whether it meant discharging the umpire's rulings or rescinding their own decision of July, 1903. Judge Gray, after a lengthy review of the case in all of its aspects, interpreted the award in the same way as Umpire Wright.

The distinctly arbitrativ nature of this reference is seen in the fact that the representatives of mine workers and of operators had clashed and deadlocked, and in their agreement to abide by the opinion of Judge Gray even if his opinion should be contrary to the umpire's decision. In other words, the situation was a peculiarly critical one. While the technicality of the authority of an umpire to reverse a decision of the board was introduced, the real question was fundamentally similar to that of the check-off. The creation of a miners' fund by deducting a specified sum fixed by a majority of the miners and the precedent of deducting it from employees' wages at the demand of what were the local unions, were looked upon as constituting a dangerous precedent. It was an instance of where the plans of conciliation and arbitration broke down and where it was necessary to create new, although temporary, machinery to bring about a settlement.

This was, however, the only instance of its kind.

THE SUCCESS OF THE AGREEMENTS.

A general judgment as to the success of collective bargaining in the anthracite industry would be that the agreements have been successful in that a very large measure of industrial peace was made possible during the period in which they were effective. It must be very evident, however, that the preservation of peace, even by a system in which a certain degree of democracy prevails and in which a balance of power is maintained by the opposing par-

ties, can not be the sole criterion of the success of the system. The welfare of the workers and the profitableness of the industry must be taken into consideration. The degree of satisfaction that is actually felt by both parties should not be eliminated entirely as an indication of the success of collective bargaining. Furthermore, the presence of dissatisfaction with the existing conditions does not always mean that the system of relations between employers and employees is unfruitful of beneficial results. Unrest, as it has often been pointed out, is often a healthy sign, because it makes progress possible.

Taking these, as well as other considerations, into account, it will hardly be denied by either mine worker or operator that the system of collective bargaining in the anthracite industry has been successful to a very considerable degree. Few, if any, mine workers or operators would be willing to return to conditions as they existed prior to 1903. A broad and yet very just and conservative view of the relations that have existed since the strike commission announced its awards would be that the success of collective bargaining and of the system of settling disputes and grievances lies not only in the bringing of better conditions for the workers, comparatively peaceful operation of the colliers for the employers, and a continued expansion of the industry, but in the fact that the dissatisfactions that have occurred have resulted in these improvements, indicating the growth of closer and better relations and a stronger foundation for future relations of the same kind. Such a progress in the past gives a fair promise that in the future those conditions which are now demanding improvement can be gradually remedied.

This is perhaps too sweeping a statement to suit either the mine worker who has specific objections to existing conditions, or the operator who has been annoyed by local grievances. It will not meet with approbation from anyone who has believed that a successful system of industrial relations ought to guarantee ideal conditions, or to secure ideal conditions at any given time or during any specific period. These individuals—the ones whose broader vision is obscured by details and the ones who can not grasp the idea that human progress of any sort, in any direction, is evolutionary and therefore a process rather than an attainment—will not, of course, be satisfied unless specific things important to themselves are attained. The very fact, however, that a large number of individuals with different points of view and aims have worked in comparative harmony in a system of collective bargaining and of adjusting continually occurring expressions of dissatisfaction is a remarkable evidence in itself of the success of that system.

Whatever may be the criterion employed in judging of the success of the system in the anthracite industry, there are certain basic considerations which will be taken into account by nearly

everyone. Among the more important of these considerations may be placed the following: (1) The degree in which the agreements have been kept or enforced; (2) the effects of the agreements (a) upon conditions important from the mine workers' point of view, such as wages and hours of labor,¹ and (b) upon conditions important from the operators' point of view, such as the maintenance of discipline and the profitability of the industry; (3) the attitude of the mine workers and the operators toward the system of industrial relations that has been developed. No attempt has been made in this study to treat of the effects of the agreements upon the public as consumers, except in an incidental way.

VIOLATIONS OF THE AGREEMENTS.

While there have been no violations of the awards or of the agreements in the form of total repudiation by either of the contracting parties, there have been violations in the form of infractions. These infractions may be defined as failures to carry out specific provisions which did not involve a refusal to acknowledge the binding force of the awards or of the agreements or a disavowal of responsibility for obeying them. The agreements have at no time broken down as the result of a repudiation either in part or in whole.²

In a sense, however, the charge of violation has been made in nearly every grievance which has been brought up for settlement, as well as in cases of local colliery strikes. Since over 300 grievances have actually reached the board of conciliation, and constitute but a small proportion of the total number of grievances, the accusations of infractions are apparently legion. But even in these cases where the board of conciliation or where umpires have sustained grievances, to say nothing of the settlement by more direct methods of cases which did not reach the board, it is not fair to regard the sustaining of a complainant in every instance as evidence of a deliberate violation of the award or the agreement. The great majority of matters coming up for settlement have been, as already pointed out, questions involving interpretations of the award or the agreement, and have not been regarded as infractions. While it is doubtless true that the complainants in many instances had in mind the making of charges of violations against the other contracting party, in many other instances merely interpretations were sought. The decisions of the board and of the umpires in very few instances intimated that there had been any intentional infraction; rather, the

¹ The question of recognition of the union has been reviewed, in general, in preceding pages of this study.

² Upon one occasion, it has already been pointed out, the arbitration machinery for the settlement of a dispute was apparently inadequate, and new machinery was temporarily provided. This was done, however, by mutual agreement.

idea of a misunderstanding of the provisions or of a lack of clearness in the provisions has been taken for granted.

There have been no general strikes during the periods in which the award or an agreement was in force, the two suspensions of work (in 1906 and 1912) beginning after the term of the contract expired and ceasing as soon as a new contract was negotiated. A large number of local grievances and button strikes, however, have occurred. These strikes have been condemned as distinct violations of the award and the agreements, which contained a specific prohibition of strikes and lockouts. For convenience in terminology we may term local strikes as "cessations."

The number of cessations of work can not be determined exactly prior to 1913, nor can cessations be distinguished from suspension incident to the making of agreements in those years in which agreements were made. In other years, however, the number of cessations were inconsiderable except for 1913 and 1914. The following statistics show the number of men on strike, the days lost from work, and the average days lost per striker in the years in which agreements were not made. In cases where "none" appears, either there were no cessations at all or the number was so slight that it was not included in the tabulations of the United States Geological Survey.

Year.	Number of men on strike.	Total days lost from work.	Average number of days lost per man on strike.
1901.....	None.	None.	None.
1903.....	None.	None.	None.
1904.....	2, 228	34, 103	15
1905.....	4, 998	33, 986	7
1906.....	None.	None.	None.
1908.....	None.	None.	None.
1910.....	2, 853	15, 739	6
1911.....	5, 900	36, 958	6
1913.....	64, 086	481, 678	8
1914.....	26, 115	179, 743	7

From the above table it will be seen that the cessations from 1901 to 1911, inclusive, were inconsiderable. They were in the form of local colliery strikes of short duration and were caused by local disputes over local questions, according to statements of union officials and the mine operators. The United States Geological Survey reports no cessations at all in 1901, occasional cessations of short duration and having little effect on coal production in 1903, and only five small strikes in 1904.

In 1910, the year after the 1909 agreement for three years had been consummated, there were stated to be a few cases of temporary shutdowns because of labor difficulties. Only one instance occurred in which the idleness extended over 12 days, most of the troubles lasting from 1 day to 1 week. Some idea of their causes may be

gleaned from the complaints made by operators to the conciliation board and the employees' answers. Only six of these complaints were made from 1903 to 1912 and in four of them the causes are shown, as follows:

May, 1903.—Demand of men that pay days be unchanged.

July, 1903.—Demand of men for increased pay, the issue being an interpretation of the 1903 award.

August, 1904.—Demand of men to test coal scales at mine.

February, 1907.—Refusal of men to clean coal.

The cessations in the above instances lasted a few days, with the exception of the second one named, which lasted four months and involved 60 men.

Under the 1912 agreement the cessations have been more numerous than under the award or the previous agreements. According to the report of the Bureau of Anthracite Coal Statistics,¹ the suspension pending the making of a new agreement, which lasted from April 1 to May 20, 1912, accounted for all of the idle days caused by strikes; hence it must be assumed that no cessations of work occurred. In 1913, however, 64,086 men were on strike, losing 481,678 workdays, or an average of eight days per striker. There were strikes at 93 different mines during the year. While the United States Geological Survey does not class these strikes as "serious interruptions," from the standpoint of production,² they were regarded as extremely annoying by many of the operators, and as evidence of insufficiency in the new conciliation machinery introduced by the 1912 agreement. They were of two kinds—petty-grievance strikes and button strikes.

(a) Petty-grievance strikes appear to be due to one of two causes when conditions at a colliery bring about dissatisfaction. The local union may be influenced by a radical or demagogic leader to strike without employing the conciliation machinery provided by the agreement. The local union itself may be controlled by an excitable element which forces its leaders to agree to a strike. The former cause is believed by the operators to be the most frequent cause of petty strikes of this character, while labor leaders ascribe them chiefly to the presence of immigrant workers. There seems to be ground for the validity of both explanations. In the one case the frequency of grievance strikes at certain collieries where it is claimed leaders of the types referred to are known to be would tend to substantiate the operators' view. In the other case, observation of actual meetings of mine locals shows that the immigrant workers are responsible

¹ This bureau furnished the data on the anthracite coal field to the U. S. Geological Survey, from which the above statement is taken.—Production of Coal in 1912, p. 42.

² "In consequence of the miners and operators again extending the terms of the awards, this time for a period of four years, there were no serious interruptions to coal-mining operations by labor troubles in 1913."—Coal Production in 1913, p. 883.

in many cases for insufficient deliberation and for hasty action on grievances. On the other hand, the tractability of the newer immigrant when he is approached by those who understand him is a well-known characteristic, and observation of actual instances has shown that the intelligent labor leader has been able to prevent many local strikes by knowing how to deal with the new immigrant unionist.¹

(b) Button strikes, which have already been referred to, are not caused by dissatisfaction on the part of the workers, but constitute a method of obtaining the closed shop.

It is not going too far to say that this fact has been fully appreciated by the operators. Button strikes have not been made an issue or a matter for settlement, except in those cases where an apparent grievance was given as the cause of a button strike. Although the question of the enforcement, not only of the agreement, but of the board of conciliation's resolution, might have been raised here, it has not been raised. What actually occurred was this: With few exceptions button strikes were allowed by the union leaders to continue until they were successful in enforcing a closed shop at most collieries or until they had failed in others. In most instances collieries were completely organized. In a few instances the operators adopted what practically amounted to temporary lockouts, for

¹ The prevalence of petty grievance strikes was a subject of comment in the report of President John T. Dempsey, of the U. M. District No. 1, to the annual convention in July, 1913, who said:

"I regret that it is necessary for me to call your attention to the fact that during the past year violations of the laws of the organization and the terms of the agreement have been quite frequent. Numerous petty strikes for trivial causes have taken place and have been the cause of much resentment and bitterness on the part of the operators. I am of the belief that these practices can not result in any permanent good for our organization or its membership. Therefore I strongly recommend that this convention place itself squarely on record for the faithful observance of our laws and contracts."

The report of the convention's committees on officers strongly seconded this advice, but the debate showed that some of the local union leaders believed that they had grounds for this participation in mine strikes. The report was adopted, but not unanimously.

In his annual report to the biennial convention of the United Mine Workers of America, held in Indianapolis in January, 1916, President White again strongly condemned local strikes, which, he said, "too frequently take place." He said:

"There is a growing need, generally speaking, for the officers of our respective districts to rise to the occasion and exercise their authority as outlined in the law and the contracts. I regard the local strike as one of the most menacing evils of our movement. These strikes invariably weaken the structure of the joint trade agreement, destroy the discipline of our organization, and as a rule work serious injury to those who participate in them. There is absolutely no justification for their existence, and our fundamental laws give no local union such authority. The ease with which some of our district officials condone these offenses against our organic laws and contracts is, to say the least, surprising. Men who accept positions of leadership with any organization should be broad enough to assert the power of their office without catering to influences which injure the prospects for the extension of our organization. The great trouble with many of our leaders is that they want the exercise of power, but they do not care to assume the responsibilities. Nothing but ruin awaits any movement that is influenced by such procedure. I trust this convention will emphasize most forcibly its disapproval of such a destructive policy."—United Mine Workers' Journal, Jan. 20, 1916, p. 35.

when a button or grievance strike occurred the colliery would be closed down for two or three weeks in order to make the employees of that colliery "think twice" before striking again, and put the blame for their loss in wages on the instigators of the strike.

Thus a very well-understood difference has been apparent between these two forms of local strikes when considered as violations of the agreements. The petty-grievance strikes were failures to follow the prescribed order of procedure in obtaining settlements of grievances. They were caused, it seems to be clearly shown, by hasty action among the mine workers of a colliery against the advice of the union officials, and were condemned by both the union officials and the operators. In the case of button strikes, however, the issue is more involved. Although they have been denounced by operators as deliberate violations of the agreement, and the bipartisan board of conciliation unanimously passed a resolution condemning them for the same reason, union leaders have attempted either to disclaim responsibility for them or to justify them. It has been asserted that the spirit of the agreement is violated by any operator who employs nonunion men and that the button strike is a means not only to force nonunion men to join the union but also to compel the operator to help the union in carrying out its contract. It is also asserted that the union itself is unable to stop button strikes, because the agreement is between employers and employees and not between employers and the union. The latter statement is plainly based on a technicality, but the technicality was introduced by the operators themselves in ostensibly refusing recognition to the union while really dealing with it as an unnamed organization, and the question may well be asked: In refusing formal recognition and the closed shop, and yet in insisting upon the union's control of the heterogeneous elements among the mine workers, have the operators a right to complain if their work is interrupted as the result of the union's efforts to exercise this control? On whose side, the union's or the operator's, does the blame for these infractions lie?

ENFORCEMENT OF THE AGREEMENTS.

The fact that no serious violations of the agreements in the anthracite industry have occurred, in spite of what have appeared to be almost innumerable occasions for serious violations, is so striking that one is impelled at once to seek for the secret of the successful enforcement of the agreements. The 1903 awards and the subsequent agreements contained the simple provisions that the decisions of a majority of the board of conciliation "shall be final and binding on all parties," and that the decisions of the umpire "shall be final and binding in the premises." What has made these decisions "final and binding"?

Their enforcement does not rest on any one set of conditions, nor does it lie in any single piece of machinery for adjusting differences. It has been made possible by a number of favorable conditions, and has been aided by provisions for methods that appear to have been more than usually adequate. These conditions and methods have already been described and discussed in preceding chapters, and it is necessary here only to point out their relation to the matter of enforcement.

In the first place, and fundamentally, the enforcement of a trade agreement rests upon the power of the contracting parties to control their constituencies and their competitors. They must fear each other enough to be unwilling to declare open war. In such a balance of power the anthracite industry has been fortunate. The operators have been unified and have had a monopoly in their control of the industry. The mine workers have had no competitive organization, and in the competing bituminous fields—so far as bituminous coal has been a competitor of anthracite—they have had what amounts to a control. The experiences of 1900 and 1902 were experiences too severe to invite repetition. The strength of each side has grown rather than diminished.

In the second place, the system of conciliating disputes and grievances—of disposing of the occasions calling for enforcement—was perhaps better developed at the very beginning of collective bargaining in the anthracite industry than it has been even after years of collective bargaining in many other industries. The possible need for enforcement was limited by the method of conciliation itself. The settlements of disputes, except by the board of conciliation and the umpires, are by the parties directly concerned; they are not decisions. Even the district board members do not ordinarily render a decision in cases of disputes coming up to them for settlement; rather they bring about a settlement between the disputants themselves. On the same principle the decisions of the board of conciliation are, for the most part, settlements rather than adjudications. The board is frankly bipartisan, and if a settlement can be made at all it is the result of an agreement and the question of enforcement can not arise. The addition of intermediate points between the origin of the grievance and the board has permitted a greater opportunity for calm consideration of disputed questions.

In the third place, the provision for the adjudication of such disputes as can not be settled by agreement, which was made in the 1903 awards and has remained unchanged in the subsequent agreements, has proven to be a great source of strength to the agreements. The umpires, it will be remembered, are to be selected not by agreement of the interested parties (although the umpires have in all in-

stances been satisfactory to both parties and probably selected at their suggestion) but by the Federal circuit judge. Thus the arbitrators of disputes are in a sense representatives of the Federal Government and of the judicial branch of the Federal Government. The result has been that their decisions have been regarded as possessing the weight and finality of judicial decisions. It is scarcely possible to attach too much importance to the efficacy of this part of the machinery of settling disputes. The appointing of special umpires by the Federal courts for each dispute and only after a conciliation in a series of references has failed, is unique in American industry, and its success in the anthracite industry would suggest it as an important contribution to the working out of problems in industrial relations.

In the fourth place, the measure of authority attached to the awards of the Anthracite Coal Strike Commission has been a factor in the enforcement of the agreements which is not without its importance. Much of the respect in which its awards have been held has been undoubtedly due to its singularly effective work and to the fact that it marked the end of a struggle whose memories are unpleasant to both sides even to-day, but a great deal of the reverence for its decisions in 1903 has been due to its governmental character. The fact has not been forgotten that it was a body named by the President of the United States. Naturally there has been a tendency, which has been pointed out in the foregoing pages, to amend and add to the awards and to take away some of their constitutional character; yet they have performed the service of a constitution at a time when such service was perhaps of vital importance. Only as the habit of peaceful relations has grown, has the usefulness of the awards as a constitution of industrial relations become less important and necessary.

SOME EFFECTS OF THE AGREEMENTS.

On wages.—Since 1900, when the first serious attempt in recent years was made to establish a basis of collective bargaining in the anthracite field, there have been three horizontal increases in the rate of wages. Each of these increases has been of 10 per cent and applied to all employees, except in one instance, in which a 5 per cent increase was for one small group of employees in 1903. This group comprised hoisting engineers and other engineers and pump men other than those employed in hoisting water.

The increases took place in 1900, 1903, and 1912. The first was the result of the strike of 1900, the second of arbitration by the Anthracite Coal Strike Commission, and the third of a joint agreement. In addition to this, the 1903 award provided for a sliding

scale with the rates existing in 1902, plus the horizontal increase, as a minimum. While, strictly speaking, there has been only one increase made by the process of conciliation, both of the other increases are results attained during the period of collective struggle and bargaining and may be considered along with the effects of the agreement on wages.

The effect of the strike of 1900 on wages must be considered in connection with two provisions of the notices in which the operators made their concessions. One was for a horizontal increase of 10 per cent; the other was for a lowering of the price of powder from \$2.75 to \$2.50 per keg. But the 10 per cent advance included the decrease in price of powder which meant an increase of 6 or 7 per cent in the wages of contract miners. To state the effects in broader terms, earnings before and after the strike may be compared. On a basis of 300 working days in a year, or \$450, the average daily wage of a mine worker for the 25 years prior to 1900 was \$1.50. On the same basis, or \$495,¹ the 1900 increase resulted in an average daily wage of \$1.65. Even this allowed only \$9.90 a week. The average earnings of a contract miner in 1901 was estimated by the Anthracite Coal Strike Commission to be \$560,² or \$1.80 for each working-day. The mine laborer got about \$350 a year. Three-fifths of the total employees in 1901 were paid by time and received not over \$400 a year.

The awards of 1903 contained four distinct provisions affecting wages, relating to: (1) horizontal increases; (2) retroactive effect of increases; (3) shortened shifts; and (4) the sliding scale.³ As the result, contract miners received an increase of 11.1 per cent. Taking into account employees paid on a time basis, the results were: Water-hoisting engineers and firemen received an increase in hourly rate of 50 per cent, other engineers and pump men an increase in

¹ Peter Roberts: The Anthracite Coal Industry.

² Report of the Anthracite Coal Strike Commission, p. 50.

³ The provisions relating to wages and hours of the 1903 award were as follows:

I. That an increase of 10 per cent over and above the rates paid in the month of April, 1902, be paid to all contract miners for cutting coal, yardage, and other work for which standard rates or allowances existed at that time, from and after Nov. 1, 1902, and during the life of this award; and also to the legal representatives of such contract miners as may have died since Nov. 1, 1902. The amount of increase under the award for work done between Nov. 1, 1902 and Apr. 1, 1903, to be paid on or before June 1, 1903.

II. That engineers who are employed in hoisting water shall have an increase of 10 per cent of their earnings between Nov. 1, 1902, and Apr. 1, 1903, to be paid on or before June 1, 1903; and a like allowance shall be paid to the legal representatives of such employees as may have died since Nov. 1, 1902; and from and after Apr. 1, 1903, and during the life of the award, they shall have eight-hour shifts, with the same pay which was effective in April, 1902; and where they are now working eight-hour shifts, the eight-hour shifts shall be continued; and these engineers shall have an increase of 10 per cent on the wages which were effective in the several positions in April, 1902.

Hoisting engineers and other engineers and pump men, other than those employed in hoisting water, who are employed in positions which are manned continuously, shall have an increase of 10 per cent on their earnings between Nov. 1, 1902, and Apr. 1, 1903,

hourly rate of 22.5 per cent, and company men an increase in hourly rate of 25 per cent. It was estimated that this wage advance a little more than compensated for the increase in prices of food and other articles of consumption in the anthracite field since 1900, the cost of living being 10 per cent higher in 1903 than in 1900 and 6 per cent higher than in 1901.¹

It is impossible to judge correctly now what real effects on the earnings the award of 1903 actually had. Dissatisfaction with the awards was felt by many mine workers, especially at first, probably because a great deal more had been hoped for as the result of the long strike. The mine workers received not only the increases noted above, but also what amounted to a bonus of a half month's pay by means of the retroactive provision, and they benefited from increases in prices both by means of the retroactive provision and by means of the sliding scale.

The average per cent of increase received by the mine workers under the sliding scale during the nine years of its existence, from 1903 to 1912, was 4.2 per cent above the wages as increased by other provisions of the 1903 award. The sliding scale added to this minimum 1 per cent for each increase of 5 cents in the average New York price of white ash coal of sizes above pea coal, above \$4.50 per ton f. o. b. The operation of the sliding scale for the nine years, month by month, with the simple average of increase for each year, is shown by the following table:

to be paid on or before June 1, 1903; and a like allowance shall be paid to the legal representatives of such employees as may have died since Nov. 1, 1902; and from and after Apr. 1, 1903, and during the life of the award, they shall have an increase of 5 per cent on the rates of wages which were effective in the several positions in April, 1902; and in addition they shall be relieved from duty on Sundays without loss of pay, by a man provided by the employer to relieve them during the hours of the day shift.

That firemen shall have an increase of 10 per cent on their earnings between Nov. 1, 1902, and Apr. 1, 1903, to be paid on or before June 1, 1903; and a like allowance shall be paid to the legal representatives of such employees as may have died since Nov. 1, 1902; and from and after Apr. 1, 1903, and during the life of the award, they shall have eight-hour shifts with the same wages per day, week, or month as were paid in each position in April, 1902.

That all employees or company men, other than those for whom the commission makes special awards, be paid an increase of 10 per cent on their earnings between Nov. 1, 1902, and Apr. 1, 1903, to be paid on or before June 1, 1903; and a like allowance shall be paid to the legal representative of such employees as may have died since Nov. 1, 1902; and that from and after Apr. 1, 1903, and during the life of this award, they shall be paid on the basis of a nine-hour day, receiving therefor the same wages as were paid in April, 1902, for a 10-hour day. Overtime in excess of nine hours in any day to be paid at a proportional rate per hour.

III. That during the life of this award the present methods of payment for coal mined shall be adhered to unless changed by mutual agreement.

¹ The above calculations were made by E. Dana Durand: *The Anthracite Coal Strike*, in *Political Science Quarterly*, XVIII, 390.

COLLECTIVE BARGAINING IN ANTHRACITE COAL INDUSTRY. 109

AVERAGE SELLING PRICE PER TON AT NEW YORK HARBOR OF ANTHRACITE COAL, OF SIZES ABOVE PEA COAL, AND PER CENT OF INCREASE IN WAGES BASED THEREON, BY MONTHS.

[From Increase in Prices of Anthracite Coal following the Wage Agreement of May 20, 1912, House Doc. No. 1442, 62d Cong., 3d sess., pp. 27, 28. The sliding scale paid in any given month is that based on the average selling price in the preceding month.]

Month.	1903		1904		1905		1906		1907	
	Price of coal.	Per cent of increase in wages.	Price of coal.	Per cent of increase in wages.	Price of coal.	Per cent of increase in wages.	Price of coal.	Per cent of increase in wages.	Price of coal.	Per cent of increase in wages.
January.....			\$4.85	7	\$4.83	6	\$4.77	5	\$4.81	6
February.....			4.87	7	4.84	6	4.78	5	4.82	6
March.....			4.80	6	4.76	5	4.81	¹ 6	4.75	5
April.....	\$4.44		4.43		4.44		4.93	8	4.43	
May.....	4.52		4.51		4.50		4.53		4.50	
June.....	4.60	2	4.68	1	4.58	1	4.57	1	4.57	1
July.....	4.69	3	4.63	2	4.64	2	4.63	2	4.61	2
August.....	4.75	5	4.69	3	4.71	4	4.68	3	4.67	3
September.....	4.81	6	4.78	5	4.76	5	4.74	4	4.77	5
October.....	4.84	6	4.85	7	4.82	6	4.85	7	4.84	6
November.....	4.85	7	4.85	7	4.84	6	4.84	6	4.83	6
December.....	4.85	7	4.86	7	4.82	6	4.84	6	4.81	6
Simple average.....		4		4½		3½		4½		3½

Month.	1908		1909		1910		1911		1912	
	Price of coal.	Per cent of increase in wages.	Price of coal.	Per cent of increase in wages.	Price of coal.	Per cent of increase in wages.	Price of coal.	Per cent of increase in wages.	Price of coal.	Per cent of increase in wages.
January.....	\$4.83	6	\$4.85	7	\$4.86	7	\$4.84	6	\$4.89	7
February.....	4.84	6	4.82	6	4.82	6	4.81	6	4.88	7
March.....	4.71	4	4.76	5	4.73	4	4.74	4	4.88	¹ 7
April.....	4.44		4.44		4.44		4.50			
May.....	4.50		4.50		4.49		4.55	1		
June.....	4.56	1	4.56	1	4.56	1	4.59	1		
July.....	4.63	2	4.62	2	4.64	2	4.65	3		
August.....	4.69	3	4.68	3	4.68	3	4.70	4		
September.....	4.80	6	4.76	5	4.76	5	4.84	6		
October.....	4.83	6	4.85	7	4.81	6	4.91	8		
November.....	4.86	7	4.84	6	4.86	7	4.92	8		
December.....	4.85	7	4.86	7	4.87	7	4.89	7		
Simple average.....		4		4½		4		4½		7

¹ Not paid until the following year on account of suspension of work during April.

With the exception of the increase coming as the result of the sliding scale no changes in wages occurred between 1903 and 1912, the provisions of the 1903 award relating to wages and hours continuing unchanged by the agreement of 1906 and 1909. The 1912 agreement provided that the contract rates and wage scales for all employees should be increased 10 per cent over and above the contract rates and wage scales established by the Anthracite Coal Strike Commission in 1903, and that the sliding scale should be abolished. The net effect of this provision was to increase the average wages of all workmen

5.6 per cent above the wages paid in 1911. This figure is arrived at in the following way:¹

The anthracite miner is paid a contract rate, out of which he purchases from the company the necessary tools, powder, and other supplies. For the entire force of anthracite miners the cost of supplies averages about 6 per cent of the contract wage rates. The wage increase of 10 per cent provided for in the agreement of 1912 applies to the full contract rates. The sliding scale, abolished by this agreement, was also based, for the great majority of miners, upon the full contract rates. In 1911 the operation of the sliding-scale provision had netted the miner 4.5 per cent increase upon regular rates. The agreement of 1912 substitutes a flat increase of 10 per cent of the former sliding scale. Thus, in 1911 a miner receiving a contract rate of \$100 (consisting of \$6 supply allowance and \$94 net wages) received \$4.50 through the operation of the sliding scale, a total of \$104.50. Under the agreement of 1912 for each \$100 received under the contract rate the miner receives \$110. This is an increase of \$5.50 on each \$104.50 received in 1911, and represents an increase of approximately 5.6 per cent in net earnings, net earnings being taken as gross earnings less supply allowance. In those cases where the sliding scale had been based on net wages instead of contract rates this percentage increase in earnings would be slightly larger.

The increase in the tidewater prices of prepared sizes of anthracite coal subsequent to the signing of the 1912 agreement would have given the mine workers an automatic increase of about 6 per cent in wages above those of 1911 had the sliding scale been continued, so that the mine workers really lost by the new agreement so far as the prices of coal in 1912 as compared with 1911 were concerned. In 1913, however, there was a decline of 2.5 to 3.4 per cent in the retail prices of stove and chestnut sizes of Pennsylvania white ash anthracite in the northern cities, as shown by the Bureau of Labor Statistics' records,² and while slight increases have taken place

¹ Increase in Prices of Anthracite Coal following the Wage Agreement of May 20, 1912, House Doc. No. 1442, 62d Cong., 3d sess., pp. 23, 24.

² Bulletin No. 140, p. 20. The following table of the relative retail prices of stove and chestnut sizes of white ash coal in cities in the North Atlantic States shows roughly their trend since 1907, the price on October 15, 1907, being taken as the base, or 100.0: *

Oct. 15—	Stove size.	Chestnut size.
1907.....	100.0	100.0
1908.....	99.8	99.8
1909.....	100.4	100.4
1910.....	99.1	99.3
1911.....	100.1	102.6
1912.....	110.9	112.2
1913.....	106.1	108.6

* Bulletin No. 140, p. 21.

for the winter of 1914-15, it is doubtful whether, on the whole, the abolition of the sliding scale has operated against the interests of the mine workers, wages alone being considered. The increase in labor cost resulting from the 1912 agreement is estimated for the various operators, roughly, as between 8 and 10 cents per ton.¹

It should be remembered that the horizontal increase in wages provided by the 1912 agreement did not cover wages of foremen and a small number of other employees. Some increases in wages to these employees were granted by all operators, although the rate of increase differed considerably among these various operators.² The number of these employees was inconsiderable, and they should not be classed as mine workers in the strict sense of the term.³

Furthermore, the horizontal increase in wages resulting from the 1912 agreement did not mean that those employees whom it affected actually received the 5.6 per cent advances. The 1912 increase was based on rates paid in 1902 plus the 10 per cent added by the award of 1903. Between 1903 and 1912 some rates of pay had been increased by various individual operators. Those whose wages had been advanced did not, therefore, participate to the full extent of the 5.6 per cent increase allowed for the entire anthracite region in 1912. Some doubtless did not get any advance at all as the result of the 1912 agreement, although, so far as known, no employees actually lost anything. This apparent inequality of increase caused dissatisfaction in some instances.

On hours.—The only provisions relating to hours in any of the agreements and other stipulations resulting from collective bargaining in the anthracite field since 1900 were contained in the 1903 awards, although the mine workers have consistently demanded an

¹ Increase in Prices of Anthracite Coal, p. 23.

² *Idem.*, p. 23.

³ Regarding the general effect of agreements, etc., on wages, the following testimony of John Mitchell, former president of the United Mine Workers, before the Commission on Industrial Relations at its hearings in collective bargaining, in Washington, April 6, 1914, is of interest:

"In the anthracite field there is, of course, no uniformity of wages at all. Originally, when the change in wages occurred, that is, at the end of the strike of 1900, an advance of 10 per cent upon the wages then paid was granted, which of course not only continued the inequalities, but increased the inequalities. The man who was getting \$3 a day and who got a 10 per cent advance in his wages, got 30 cents; the man who was getting \$2 a day and got a 10 per cent advance, got only 20 cents a day, so that that increased rather than lessened the difference between the wages paid to the men. That has continued up to the present time, with this exception: In the agreement of 1912 the provision was made that the minimum wage should be \$1.50 a day. Of course that was for the lowest paid men; so that there was an attempt and a successful attempt to establish uniformity, or rather the start of a movement for uniformity was successful. Outside of that there has been very little done to establish uniformity of wages for the men working in the anthracite field, whereas in the bituminous field we have absolutely uniformity of wages, so far as each district is concerned. For instance, the wages in the southwest may be higher than another central competitive field for the same class of work, but all the men who are doing the same class of work in the central western States received the same wages for a day's labor. Eighty per cent of the men are employed at tonnage rates piece work, and of course there is no uniformity in that."

The minimum wage of \$1.50 was not so specified in the 1912 agreement, but the provision that "all contract miners and laborers when working on consideration shall be paid not less than the rate paid company miners and laborers at the mine when the work is being performed," meant that no wages were to be paid under the prevailing minimum, which is \$1.50 per day.

eight-hour day for all time workers in the making of subsequent agreements.¹ The 1903 award provided for eight-hour shifts for water-hoisting engineers; Sundays off for hoisting and other engineers and pump men, other than those employed in hoisting water; eight-hour shifts for firemen; nine-hour day for all company employees on time basis, with same pay as for the former ten-hour day, and overtime in excess of nine hours. This meant that for engineers, pump men, and firemen a uniform eight-hour shift was provided, since these positions were such as required continuous manning. For other time employees of the company the nine-hour day was to prevail so far as the rate of pay was concerned. In practice these employees could be kept at work as long as the employers wished at overtime rates, which were no higher than the regular rates. It was claimed, although the award had been in operation for over a year, that the nine-hour day was no shorter and no more profitable than the former ten-hour day.²

The demand for an eight-hour day for all work connected with the mines has until recently been based on the usual reasons given by labor unions. Since the new reason for this demand may throw light on future agreement making, it may be well to state it here. While the development of narrower veins of coal, imposing more arduous working conditions upon miners and reducing their earning capacity, has been urged in support of demands for shorter hours and higher rates of pay, the installation of a new coal-cutting machine since the 1912 agreement was signed is put forward as additional ground for the eight-hour day demand. In the Scranton or northern field, it is asserted, certain operators are working veins varying from $2\frac{1}{2}$ to 3 feet in thickness. The new coal-cutting machine which has been introduced takes out the coal, after driving the gangways, without removing the bottom layer of rock. The miners employed in these chambers are compelled to work in extremely cramped and uncomfortable positions and the laborers who load the coal must move about on their hands and knees. The payment of these miners and their laborers on an eight-hour day time basis instead of by the ton is now urged.

On discipline.—The degree in which the maintenance of discipline has been affected by trade agreements and by the development of the principle of collective bargaining is, of course, a matter of opinion on the part of those who provide and enforce regulations and of those who are expected to obey them. The point of view of each side, therefore, must be taken into consideration. This naturally necessitates the giving of due weight to the factors that

¹ See tabulation of demands, etc., on pp. 30-32.

² Guy Warfield's report of first-hand investigation of conditions in the anthracite field following the 1913 awards, in *World's Work*, March, 1904, pp. 4570-4573.

are gradually modifying these points of view and are resulting in changes in the methods of making regulations, in the kind of regulations and in the manner of their enforcement as well as in the spirit in which they are obeyed.

The right of the employer to maintain discipline in the operation of his mine was clearly and definitely recognized by the Anthracite Coal Strike Commission. The question of discipline had been emphasized by the operators before the commission by urging that recognition of the union would endanger the discipline necessary and proper to the efficient operation of the mine. "The union must not to undertake to assume, or to interfere with, the management of the business of the employer," said the commission in its report in discussing the proper attitude of a union in order to be recognized.¹ Again, in referring to discrimination by either the employer or the workers, lawlessness, boycotting, and blacklisting, the commission said: "There is no industry in which discipline is more essential than in mining. The hazardous nature of the work calls for the best discipline; it is to the interest of the employer and employee to see that it is maintained. Each should aid the other, not only in establishing the best methods for securing discipline, but in efforts to preserve it. Discrimination and interference weaken all discipline."² Only two of a number of cases, involving the question of discharge as a means to enforce discipline, coming up before the board of conciliation were acted upon, and on both of these the union and employer members deadlocked, the cases, therefore, going to umpire. In both of these cases the right of the employer to discharge an employee for breaking colliery regulations was upheld, although in both instances the employers were censured by the umpire for the manner in which the employee was treated, on the ground that the spirit of the award, i. e., the preservation of peace between employer and employee was not observed, and in one case on the additional ground that punishment had been too severe.³

While no specific provisions appeared in the 1903 awards or in the subsequent agreements relating to the maintenance of discipline, it is evident that the Anthracite Coal Strike Commission's idea, which was later upheld in the decision of umpires, was that, while the employer had the right to enforce discipline, even to the extent of suspending or discharging the offending employee, the cause of discipline could best be served by cooperation between employer and employee rather than by an exhibition of domineering authority on the employer's part or of assumption of unwarranted "rights" on the employee's

¹ Report of the Anthracite Coal Strike Commission, p. 64.

² *Idem*, p. 73.

³ Report of Board of Conciliation, 1903-1906. See decisions of Umpire Carroll D. Wright in grievance No. 46, pp. 104-108, and grievance No. 105, pp. 215-219.

part. How far has this principle been carried out and what effect has its practice had on the maintenance of discipline?

The point of view of the employer as regards the meaning of discipline and the method of enforcing it has undergone some modification since 1900. It must be conceded, of course, that from his point of view he naturally regards discipline as a vital necessity to the success of his operations, involving the efficiency, the safety, and the regular conduct of the work and the workers. But formerly there was plainly a much narrower conception of the question on his part; he expected obedience, as contrasted with cooperation, on the part of the employee. The reason for this bias is evident when it is remembered that the anthracite employer had grown accustomed, during a quarter of a century of unquestioned rule, to a position of domination, and that his habit of domination was aggravated by the type of unskilled and ignorant immigrant which had become more and more prevalent in the mines. The significance of this attitude—or rather of this characteristic, since it had become so general as to be unconsciously accepted—must be given due consideration if the situation is to be thoroughly understood. The employers, represented in and about the mines by native bosses and foremen who felt the usual contempt for the “dago” and “hunkie” worker, naturally expected rigid and unreasoning obedience; to look for a spirit of willing cooperation on the part of their newer immigrant mine workers was unthinkable; to rule them in any other way than as absolute masters was believed to be impossible. The employer’s apparent stubbornness in resisting efforts on the part of the union leaders to establish a basis of collective bargaining and his lack of confidence in the ability of the union to maintain discipline are more readily appreciated when the psychological element is recognized.

If the above considerations are given what seems to be their due degree of importance, the actual attitude of the average employer in the anthracite field, as shown in his everyday experience, is not as biased as it would otherwise appear. A canvass of representative mining company superintendents, who come into daily contact with conditions, shows that while they believe the necessary discipline has been weakened by the results of collective bargaining, they are inclined to have greater confidence in the ability of the mine workers’ organization to cooperate with them in the future. One operator of wide experience and recognized as one of the best-informed men on the labor situation in the anthracite field looked upon the mine-grievance committees, as provided in the 1912 agreement, as a serious obstacle to the disciplining of employees who disobey rules relating to matters not specifically governed by the agreement, and asserted that many of the colliery troubles arose from the disciplin-

ing of employees who disobeyed colliery rules. Provision for fair but rigid discipline is generally regarded as necessary by employers, and "the miner can not run the mine if it is to be run successfully" is a dictum on which all operators are disposed to agree. The colliery grievance committee is looked upon as an opportunity for recalcitrant or ignorant individual workers to attempt to upset a rule on the ground that their "rights" are interfered with. Taking the operators as a whole, however, while they believe that dealing with any organization of employees is detrimental to discipline, particularly through local grievance committees, the maintenance of discipline under conditions where trade agreements exist is a matter of education of the worker. They are gradually feeling a greater confidence in the ability of the union leaders to understand the difference between questions affecting recognition, wages, hours, and conditions of labor and regulations for the efficient and safe conduct of the colliery, and those affecting the education and control of the untutored and raw worker in the mine. Perhaps it is not too much to say that the average operator has had to learn to see this difference himself.

Has the union measured up to the reliance on its ability to assist in maintaining discipline that the employer is coming to place upon it? The employer, while recognizing the necessity for placing more reliance upon the union, and admitting the desirability for a cooperative spirit, undoubtedly would give a negative answer to this question, especially since 1912 when the local grievance committees have afforded an outlet for grievances, many of which are due to misunderstandings of the function of the committees. The union leader, on the other hand, realizing the danger to his cause in not maintaining discipline, is unquestionably honest in his attempt to prevent infractions of colliery rules by union members. He is confronted, however, with some serious difficulties, and his success in overcoming them is of course the best measure of the effect of collective bargaining upon discipline.

The creation of mine committees has, according to the view of the union official, resulted in preventing discrimination in enforcing discipline on the part of local company officers because a means is provided for taking up local grievances and the mine boss is forced to be more careful in the treatment of the employees. But the growth of union membership, which is partly due to the additional conciliation machinery as well as to the general success of the union in gaining advantages through collective bargaining, has been too rapid to enable the union to maintain discipline. This is frankly admitted by some union officials. The obligation of membership has rested too lightly upon the union members, in their opinion, to permit the

adoption of any vigorous methods of enforcing discipline. Individual persuasion and personal appeals by the conservative members to the more radical element in the union are the principal methods relied on to prevent grievances and strikes resulting from antagonism to the obedience of the agreement and of the regulations of the collieries. The difficulty arises chiefly from three elements: (1) The radical individuals among the workers who are particular as to their "rights"; (2) the ambitious individuals who, seeking preferment in unionism, attempt to become popular among their fellow members by championing grievances regardless of their justification in fact; (3) the ignorant and to some extent emotional immigrant workers who are easily influenced to act in the mass, or who act collectively for fear that the individual complainants may be singled out for discipline. The local grievance committees, it is admitted, constitute an outlet for this element. In this way, the agreement may possibly be said to have weakened the power of the union to preserve discipline among its members.

But these effects, it is also claimed by union officials, are temporary. As the immigrant members of the union, as well as others who are disposed to misuse the local conciliation machinery, are gradually educated in the real purpose of collective bargaining and are made to realize that the strength of their organization lies, to a great extent, in effective cooperation with mine authorities in promoting efficiency and safety in mine operation, so the difficulties in maintaining discipline will grow less. It is not going too far to say that the operators—especially those who are conversant with actual conditions—realize that a process of development must take place on a different basis than the old basis of autocratic rule, and that they are willing to admit that the problem of maintaining discipline is nearer solution now than it was several years ago. The importance of tact and forbearance in handling the men under the new conditions is coming to be recognized, and while the operator does not recede in the least from his position that the union must not interfere with the conduct and management of the mine and with the maintenance of "shop" discipline, he is more willing to attain these ends by fostering a spirit of cooperation on the part of the employees than ever before.

The question of discipline, involving, as it does, the entire question of the operator's authority, goes to the heart of the problem. Upon the success of the maintenance of discipline under conditions of collective bargaining largely rests the success of collective bargaining itself so far as the operator is concerned. That there has been great progress made in the anthracite field there can be little doubt. The operators have more confidence in the union officials; the union realizes its own responsibility more than ever before; the substitution

of the cooperative spirit for the old condition of master against worker is perceptible; and there is a very evident disposition on the part of the employer to trust the union still further as the union is able to control the heterogeneous elements that comprise its membership.

On earnings of operators.—Some reference has been made to the advances in prices of anthracite coal following the award and the various agreements as the means by which the operators were able to shift the increased labor costs resulting from higher wages to the consumer. It is pertinent, in discussing the effects of the agreements, to consider this effect in greater detail as well as to see whether the operators have been able to use the wage advances as occasions to obtain greater benefits from advances in prices than would be commensurate with higher labor costs resulting from wage advances.

Statistics for the award of 1903 are meager. The cost to the operators of the wage increases of 1903 has been estimated to have been \$6,000,000 or \$10,000,000 a year, or 15 cents per ton of coal produced or 25 cents per ton of the prepared sizes.¹ A comparison of production costs, before and after the 1903 award, as given by an operator, is of interest in this connection. In 1906, on a basis of a production of 61,410,201 tons, the increase in cost of production over 1901 was asserted to be 36.77 cents per ton, or \$22,580,530.90. Of this 33.66 cents per ton, or \$20,670,673.66, was said to have been paid to labor. The increase in amount realized (from higher prices) was 37.57 per ton, or \$23,071,812.52. Of this increase the cost of production absorbed \$22,580,530.90, and \$491,281.62 remained. The increase in price was, therefore, 37.57 cents per ton, which was distributed as follows: Labor, 33.66 cents; materials, supplies, and royalties, 3.11 cents; capital, .08 cents.² Contrasted with this view from the operators' standpoint is the view taken by a writer in 1904, who made a first-hand investigation of conditions subsequent to the award.³ This writer asserted that the operators had gained about \$75,000,000 by advancing prices and the miners had lost about \$25,000,000 in wages. These estimates are of doubtful authority.

Contrasted with the increase in prices immediately following the 1903 award, the price advances between 1904, when the irregularity in prices resulting from the strike had largely disappeared, and 1912, are insignificant. There was no further general change in anthracite prices until after the 1912 agreement had been signed. True, there was an increase of 25 cents per ton on chestnut coal put into effect by some of the companies in November, 1910, and by others in April,

¹The Anthracite Coal Strike, by E. Dana Durand, in *Political Science Quarterly*, XVIII, 390.

²David Wilcox, of Delaware & Hudson Co., in *Anthracite Coal Production*, sup. cit.

³Guy Warfield in *World's Work*, March, 1904, pp. 4570-4578. The investigation was made for that periodical.

1911, but this increase did not much more than counterbalance the decrease on broken egg and stove coals which sold at a higher price in 1904 than they could command in 1910 and 1911. There was a fairly steady increase in the price obtained for pea coal and the smaller sizes.¹ The average value per short ton of anthracite coal at the mines in 1904 was \$1.90; in 1910, \$1.90; and in 1911, \$1.94.² The Bureau of Labor's inquiry into the increased prices of anthracite coal in 1912-13, secured data as to the operating of seven of the principal coal-mining companies for 1904 and 1911. These data showed that while the costs of four of the seven companies showed increases in operating expense of 0.096, 0.078, 0.133, and 0.222 cent per ton in 1911 and 1904, the other three actually showed decreases of 0.072, 0.070, and 0.045 cent per ton.³ In analyzing operating expense statistics, it should be remembered that the labor costs constitute between 75 and 80 per cent of the total colliery cost. The other or "material" costs showed increases ranging from 0.032 to 0.115 cent per ton for six of the seven companies, so that "material" and costs other than labor contributed chiefly to the increased cost of production between 1903 and 1912. In some companies the labor cost was actually considerably reduced. It is proper to conclude, therefore, that economies in production and increased efficiency of labor actually reduced the cost of production in those years, and that the tendency was to a reduction of operating expenses per ton of coal produced while the slight increases in price took care of those companies which operated at a disadvantage. In other words, statistics of cost of production and of prices for 1911 as compared with 1904 indicate that the net profit to the average operator per ton remained about the same. There were two agreements made in that period, but no general wage advances were allowed except those provided for under the sliding scale which have been figured in.

The contrast between such a condition and the situation which followed the agreement of 1912 could hardly be more marked.

The increase in wholesale prices, as measured by the net receipts from sales of anthracite coal by the operators since the agreement of May 20, 1912, amounted to an average of 25.82 cents per ton,⁴ if the prices existing in June, July, August, and September, 1911, are compared with the prices realized during the same months of 1912.

¹ Increase in Prices of Anthracite Coal, sup. cit., pp. 62-63.

² U. S. Geological Survey—Mineral Resources of the United States, 1913, Part II, p. 770.

³ Increase in Prices of Anthracite Coal, sup. cit., pp. 35-36. The figures given by the Bureau of Labor do not include royalties, taxes, sinking funds, interest on investments, or general office expenses. It should be noted, however, that royalty charges and taxes did not increase materially in the period under consideration and general office expenses probably did not either.

⁴ Average for seven companies, covering about 70 per cent of total sales.—Increase in Prices of Anthracite Coal, sup. cit., p. 20.

On this basis of comparison the average increase in the price of sizes of coal prepared for domestic consumption amounted to 31.23 cents per ton and the average increase on pea coal and the smaller steam sizes amounted to 16.14 cents per ton. This increase was in part due to the unusually active demand for coal in the summer of 1912 and can not properly be assumed to be a permanent increase. It seems proper to consider as the probable permanent increase the advances in the circular prices asked for coal. A weighted calculation of the average increase¹ in the circular prices of the Philadelphia & Reading Coal & Iron Co. for the prepared sizes of white ash coal shows that the average increase at tidewater was 34.3 cents per ton and on sales for railroad shipments 23.2 cents per ton. The average for all sales (allowing 25 per cent of the total shipments for tidewater sales in accordance with the results of 1911) was 26 cents per ton on the prepared sizes. No similar calculation can be made for the steam sizes, since no circular prices are ordinarily issued to cover steam sizes at tidewater and even when issued have little significance. Furthermore, the discounts on prepared sizes of 50 and 40 cents a ton customarily allowed in April and May, respectively, were suspended in April and May, 1912. As a result the operators gained not only by selling their prepared sizes of coal during these two months at 40 or 50 cents more per ton than during the corresponding months of 1911, but in addition, the purchasers, who were unable to secure their customary supply of coal during April and May, were forced to buy it either during June, July, or August, when the regular discounts were smaller, or in September and the later months, when the full circular prices were charged.²

The increase of 5.6 per cent in wages granted in the 1912 agreement represented an average increase of 9 cents per ton in the cost of producing coal, and on the basis of shipments from June to December, 1912, amounted in round numbers to \$4,000,000. As stated above, the average increase in prices of prepared sizes was 26 cents per ton. The coal companies in 1912 received through the general increase in prices and through the suspension of discounts about \$13,450,000 more than they would have received for the same tonnage at former prices. Subtracting the cost of increased wages, the operators profited in this way alone to the extent of nearly \$10,000,000.³

Furthermore, until the adverse decision of the United States Supreme Court, on December 16, 1912, the railroad mine-operating companies purchased, under contract, the entire output of a majority

¹ The circular increase, of 25 cents per ton on chestnut coal, announced in November, 1910, or April, 1911, by the various companies, is included in this calculation.

² Increase in Prices of Anthracite Coal, sup. cit., p. 11.

³ Idem, pp. 11, 12.

of the collieries operated by independent individuals and companies. The price paid under these contracts for the prepared sizes is fixed at 65 per cent of the average tidewater price. When the price of coal was increased, in June, 1912, this basis of sale was not changed, and, consequently, the independent companies selling on this basis received only 65 per cent of the 25-cent increase in the price of prepared sizes at tidewater, or 16.25 cents per ton, while the purchasing operators received 35 per cent of the increase, or 8.75 cents per ton. These so-called "independent" operators paid their miners the same increases in wages as the larger coal companies, and, it would seem, must inevitably have been affected by the same general operating conditions. It appears, therefore, that while the "independent" operators, selling their coal on this 65 per cent basis, had a margin of only 7.25 cents per ton over and above the increase of 9 cents per ton in the wages of their employees, the large purchasing companies had not only a margin of about 16 cents per ton, but also had an additional amount of 8.75 cents on each ton of coal that they purchased under these 65 per cent contracts. In 1911 the purchase of seven companies, whose records are available, equaled 25 per cent of the output of their own collieries. Furthermore, the companies whose costs of production appear to have increased most largely were relatively the largest purchasers under these 65 per cent contracts. One company, for example, whose cost of production showed the largest increase of any of the seven companies, purchased, in 1911, about 200,000 tons more anthracite coal than it produced.¹

The fact that the two general increases in the price of anthracite coal have taken place upon the occasions of wage increases, possesses, of course, a significance in view of the facts given above. That the leaders of the mine workers expected the operators to obtain the additional revenue necessary to pay higher wages without sacrificing net profits, is amply evident from the discussions at the conferences on wage agreements; that the possibility of granting increases in wages lay in the chances of raising prices, is equally plain from a review of the market conditions existing at the time the various agreements were made. Furthermore, in both instances where wage increases were granted and price advances were made, the employees secured a net financial benefit. Not only has the increased labor cost, resulting from higher wages been paid by the consumer, but the operators have been able to reap from the agreements and their consequences, a return considerably beyond what was necessary to cover the increased cost of labor. If, as the operators claim, the advances in the prices of coal have come at least partly as the result of collective bargaining with their employees, they have had no reason

¹ Increase in Prices of Anthracite Coal, sup. cit., p. 13.

to complain on account of financial losses resulting from wage increases and shorter hours.

ATTITUDE OF MINE WORKERS AND OPERATORS TOWARD THE 1912 AGREEMENT.

Quite aside from the views of operators on conditions affecting labor costs, or of mine workers on conditions affecting their economic status, such as wages or hours, is their attitude toward the 1912 agreement as affecting their relations.

The opinions of either side on the efficiency of the machinery provided in the agreement for the settlement of grievances and disputes are of particular interest this year, because of the negotiations for a new agreement and of the proposals for certain changes in this machinery, and they are important because they afford an insight into the actual status of collective bargaining in the industry. From these opinions, so far as they can be said to reflect the real feelings of either side, one may hope to obtain some idea of the extent to which a common ground has been gained by groups long opposed to each other and to which the opposing groups have come to realize that their interests are not, after all, so conflicting as they have seemed. Such an insight into the situation is limited, of course, by the degree of frankness with which the opinions are expressed. The writer feels handicapped by the further limitation that the opinions expressed by operators and mine workers' officials can not be quoted by name, since the views were secured in several instances without permission to publish their authors. In some instances views of personalities were expressed which would cause misunderstandings if made public.

A number of union officials, local mine superintendents, and others intimately conversant with actual conditions were interviewed in 1914 and 1915. It has been thought best to summarize their opinions in a brief way, with such references to published statements as might be relevant.

The attitude of the union officials.—There is no hesitancy on the part of union leaders in asserting that collective bargaining has resulted in great improvement of working conditions and of relations with employers. The 1912 agreement is regarded as the most important step since the award of 1902. The following published statement is believed to represent in a very true way the general attitude of the great majority of the leaders of the union as well as of its membership in the anthracite field:

The existing contract brought to the anthracite mine workers greater remuneration, more liberties, and a stronger organization. It established a relationship between the operators and the United Mine Workers which was needed, and the old antagonisms have been

largely obliterated. Of course there are influences constantly at work to prevent understandings with the sole purpose in view of causing industrial disturbances; but the public, which is a great factor and bound to exercise its influence over our joint deliberations, will of necessity insist that the spirit of fair dealing which makes for larger and better results be a determining factor in the future deliberations of the anthracite as well as of the bituminous negotiations.¹

Such an opinion of the 1912 agreement as a whole was expressed two years earlier by representative local union officials and mine workers. The agreement was then looked upon with favor, because, in the opinion of the unionist, it improved the condition of the mine worker, established better relations with their employers than ever before, and enabled the rights of employees to be enforced through the rendering of impartial decisions. The colliery grievance committees were regarded as a most important step in collective bargaining because they prevented discrimination by mine foremen, caused numerous grievances to be settled which otherwise would never have been brought to light, prevented congestion of matters in the board of conciliation, and caused a more direct, harmonious, and equal relationship between the employees and the colliery managers. The increased number of grievances since 1912 was regarded as proof of the need for local grievance committees.

From the standpoint of the union official the 1912 agreement was regarded with favor on tactical grounds as well. The concessions obtained appear to have increased the prestige of the organization, and the grievance committees have proved to have been excellent agencies for building up the union's numerical strength.

On the other hand, the present system of conciliation could be improved, according to opinions thus expressed by union officials, in the following particulars:

- (1) More expeditious settlement of grievances. Delay, however, was not an accusation brought by union officials generally.
- (2) A conciliation board for each district.
- (3) Complete and formal recognition of the United Mine Workers of America in the anthracite districts.
- (4) Limitation of the length of an agreement to two years.
- (5) Use of the "check off."

In general it was claimed that the above amendments, especially those relating to recognition and the check off, would enable the union to exercise a greater control over its members in observing the terms of its contract with the operators and would be an aid to the preservation of proper discipline by the employees and of peaceful

¹ Annual Report of President John P. White, biennial convention of the United Mine Workers of America, Indianapolis, Jan. 18, 1916. United Mine Workers' Journal, Jan. 20, 1916, p. 35.

relations. District conciliation boards and shorter terms of agreement would, it was claimed, lessen the injustices resulting from delays in the settlement of grievances and rapidly changing conditions of work.

These views were expressed nearly two years before the expiration of the agreement and the formulating of proposals for the terms of a new agreement. It is interesting to note that with one exception they found a place in the 1916 proposals. This exception related to the check off, but the demand for the check off was omitted only after considerable discussion and against the judgment of a number of the delegates to the Wilkes-Barre tri-district convention in September, 1915, when the demands were formulated. The proposal relating to district boards of conciliation was expressed in a demand for the adjustment of wage differentials by representatives of the operators and mine workers in each district. This demand, however, indicated a rapid progress in a movement which two years before had not assumed definite form. This, as has been already pointed out, was toward the revision of the entire system of wage differentials, which had not been changed since 1902, by collective bargaining methods.

The attitude of the operators.—In general, the attitude of the operator in the past has been that of the employer who has been accustomed to dealing with his employees on an individual basis from the vantage point of unquestioned authority, or rather autocracy. During the decade or more of collective relations, however, this attitude has of necessity been modified. It would hardly be fair to assert that, given the choice now of present relations and of conditions prior to 1900, the operators as a whole would choose the latter. Aside from the financial advantages that have secured to the operator from the opportunity afforded by suspensions and agreements to advance the prices of his product beyond what was necessary to recompense him for the increased cost of production, the average employer has gradually come to have a point of view rather favorable to collective bargaining. Some of them expressed their willingness to admit that they would grant complete recognition and the check off if they could be certain that the union could be enabled to carry out the terms of the contract; others, of course, have not changed from the old attitude of the employer, and would actually prefer to return to old conditions, if such a return were within the bounds of reasonable possibility.

The general attitude of the operators is difficult of accurate statement. A number of them in 1914 expressed their views of the 1912

agreement in some detail, however, of which the following is a summary:

(a) A majority appeared to condemn the provision creating local grievance committees. On this point it should be noted that—

(1) Some favored an agreement which would eliminate the committees and would go back to the system existing before 1912.

(2) Others favored an agreement by which the union could be held responsible for violations of the agreement by means of incorporating the union, and were willing to go as far as Federal regulation of the union and the inauguration of a closed shop and the check off.

(b) A minority were satisfied with the present system.

The tendency to condemn the local grievance committees appeared to be largely due to the belief that the union had violated the spirit of the agreement in using them for increasing union membership and the letter of the agreement in permitting petty grievance and "button" strikes. The mine committee was looked upon by these critics as a factor for disturbance and strife rather than for peace. The resulting increase in the number of disputes was pointed to as proof of the correctness of this view. Some operators pointed out that while the mine committee may be theoretically an aid to the settlement of disputes, there were certain weaknesses which lay in the following conditions:

(1) The character of the men who are members of the grievance committees. In many instances it was said they were of the so-called "radical elements," to use the term employed by operators. By this was meant the "extreme" unionist, or the "chronic kicker," or the "socialistically inclined," who were interested enough in the promulgation of their own views to serve on the committees. In even more instances it is claimed committee members were those active in internal union politics who used their positions to further their own popularity and as a stepping stone to higher office in the union. The effect of this was asserted to be that committees took up and pushed grievances without foundation in order to please their followers and to gain support on the ground of being active in behalf of the workingman. The result was stated to be a fomenting of dissatisfaction among the workers and a continual harassing of the operators and their local officials—a condition which led to ill feeling at the collieries. Without exception the blame was laid by the operators, not upon the immigrant, but upon the local native and English-speaking foreigners' leaders.

(2) The inability of the workers to understand the agreement and the procedure for settling grievances and differences because of the fact that great proportion of the workers are foreign-born, non-

English-speaking, and ignorant, and at the same time easily susceptible to exciting influences, especially when the exciting influence is made in reference to their pay.

(3) The difficulty was to get "level-headed men" to serve on the committees. While in some instances it was conceded the committees were composed of the better class of men, in most cases it was claimed this was impossible, because an avoidance of demagogic methods and attitudes of conservatism on their part would have rendered them too unpopular to permit their retention on the committees.

The above represented the view of those operators who were inclined to take a rather pessimistic view of the situation. Other operators expressed their belief that while the immediate result of creating mine committees was an increase in grievances and disputes, the situation had improved during the two years since the 1912 agreement went into effect. As the newness of the mine committees wore off, as the accumulation of local grievances was disposed of, and as the purpose of the mine committees and of other provisions of the agreement became better understood, the number of local grievances and disputes appeared to have diminished. But ton strikes had practically disappeared, there being only one or two in 1914. It was regarded as natural, however, that the actual number of local grievances should continue to be larger under a system of conciliation where local machinery is provided, since many grievances which under another system would not come to the surface had the opportunity to be aired.

APPENDIXES.

APPENDIX A.—PRODUCTION AND STRIKES.

The statistics of days lost in any year on account of strikes, as given in the table following, are subject to an important qualification. The time thus lost can not be taken in all instances to represent an actual reduction in working time for the mine workers or in operating time for the colliery owners during the year since the time thus lost may be, and in most instances probably is, fully made up later in the year. For example, if a strike at a colliery occasions a short period of idleness, the employees do not necessarily have their total number of working days lessened by the number of days they were thus idle; they will, if the condition of the industry warrants the operation of the mine to that extent, be afforded the opportunity to work a corresponding number of other days to prevent a decreased production from the colliery. The actual amount of working time thus depends upon the demand for coal, regardless of temporary cessations of work, and, although inconvenience may be caused by the temporary shutting down of a mine, the mine worker does not necessarily have his annual earnings decreased or the operator his annual production of coal reduced unless the condition of the market was such as to have rendered profitable the operation of the colliery for the full number of possible working days in the year. In those years in which a long strike or suspension actually reduced the possible number of profitable working days to a number below that required to make production meet the demand, some reductions in wages and profits have doubtless resulted, except for those workers who secured employment at equally good wages elsewhere. It is impossible, of course, to ascertain from such data as are available exactly how much time has been actually lost each year on account of strikes in the anthracite field, but the general situation will be suggested if the statistics of days lost on account of strikes are considered in connection with the statistics of production and of the total average number of days the mines in the entire field were in operation. It is quite evident, for example, that widely different results, so far as the loss of working time and production are concerned, occurred even in those years in which general strikes and suspensions took place. A comparison of the statistics for 1902 with those for 1912 will afford an illuminating illustration. This qualification of the strike statistics has been suggested in the foregoing pages in the discussion of "Suspensions," where it was pointed out that the effects of suspensions on actual loss of time have been more apparent than real for several reasons.

PRODUCTION AND STRIKE STATISTICS FOR ANTHRACITE COAL, 1900 TO 1913.

[Compiled from the Reports of the U. S. Geological Survey.]

Year.	Production of anthracite coal.					Strikes in anthracite field.		
	Total production in short tons. ¹	Number of men employed.	Days worked.	Average tonnage per man per day.	Average tonnage per man per year.	Number of men on strike.	Total days lost from work.	Average days lost per man.
1900.....	57.3	144,206	166	2.40	398	100,000	3,500,000	35
1901.....	67.4	145,309	196	2.37	464	(²)	(²)	(²)
1902.....	41.3	148,141	116	2.40	279	145,000	14,210,600	98
1903.....	74.6	150,483	206	2.41	496	(²)	(²)	(²)
1904.....	73.1	155,861	200	2.35	469	2,228	34,103	15
1905.....	77.6	165,406	215	2.13	470	4,998	33,986	7
1906.....	71.2	162,355	195	2.25	439	161,039	5,958,443	37
1907.....	85.6	167,234	220	2.33	512	(²)	(²)	(²)
1908.....	83.2	174,174	200	2.39	478	(²)	(²)	(²)
1909.....	(²)	(²)	(²)	(²)	(²)	771	3,016	10
1910.....	84.4	169,497	229	2.17	498	2,853	15,739	6
1911.....	90.4	172,585	246	2.13	524	5,900	36,958	6
1912.....	84.4	174,030	231	2.10	485	151,958	6,913,475	45
1913.....	91.5	175,745	257	2.02	520	64,096	481,673	3
1914.....	90.8	179,679	245	2.06	505	26,115	179,743	7

¹ In millions.² Practically no cessations or suspensions.³ The year 1909 is omitted because of the absence of comparable data.APPENDIX B.—FINDINGS OF THE ANTHRACITE COAL STRIKE COMMISSION OF 1903.¹

L.—DEMAND FOR HIGHER WAGES FOR CONTRACT MINERS.

The commission finds that the conditions of the life of mine workers outside the mines do not justify to their full extent the adverse criticisms made by their representatives in their contentions at the hearings and in their arguments before the commission in support of the proposition "that the annual earnings of the mine workers are insufficient to maintain the American standard of living." It is true that the attention of the commission was called to a few houses in which miners or mine workers dwelt which were not fit to be called habitations of men, and there was testimony that others nearly as bad existed; but the disparity in human character is often manifested by a like disparity in homes and surroundings, and this must not be lost sight of in considering the general conditions of the community in this respect.

There was also evidence that during the last 20 years a general though gradual improvement in miners' houses has taken place. Moreover, in any locality where those occupying the houses presumably receive or have opportunity to receive substantially the same earnings, the best houses, if they are in a majority, and not the worst, should be the standard. This should be borne in mind, especially when there is a question of the homes of recent immigrants, as to whose houses, where they do not approach a proper standard, it is impossible to say how much choice and volition have had to do with their inferiority. The homes and surroundings of the English-speaking miners and mine workers are generally superior to those of the class just mentioned and show an intelligent appreciation of the decencies of life and ability to realize them.

During the hearings much comment was made on so-called company houses—that is, houses erected and owned by the coal companies and rented to their employees. The statistics produced at the hearings show that the percentage of employees living in company houses is not large. So far as could be ascertained the facts show that in the northern and southern coal fields less than

¹ Quoted from Report of Anthracite Coal Strike Commission, pp. 42-87.

10 per cent of the employees rent their houses from the employing companies, while in the middle coal fields a little less than 35 per cent of employees so rent their houses. In this statement boarders are not taken into account. When the mines were first opened they were in many instances at considerable distance from villages and towns, and thus it became necessary for the companies to erect dwellings in which to house their employees. Without this the mining of coal could not have been carried on, but as the villages and towns have grown up around the mining camps the companies have gradually abandoned their earlier system, the employees living wherever they choose. Some of the older company houses are in poor condition, but it will not be many years before they are of the past.

The population and the proportion of home owners of the anthracite region as compared with other parts of the United States are shown in the following tables, taken from the Twelfth Census:

POPULATION AND HOME OWNERSHIP IN ANTHRACITE AND NONANTHRACITE COUNTIES OF PENNSYLVANIA, IN THE NORTH ATLANTIC STATES, AND IN THE UNITED STATES.

[Data from Pt. II of the Report on Population of the Twelfth Census.]

Region.	Total population.	Population living in private families.			Number of farm homes.
		Total.	Per cent of total.	Number of families.	
Pennsylvania:					
The anthracite counties—					
Carbon.....	44,510	42,376	95.21	8,703	1,014
Columbia.....	39,896	39,019	97.80	8,675	2,754
Leckawanna.....	193,831	186,531	96.23	38,064	1,855
Luzerne.....	257,121	250,477	97.42	49,443	3,289
Northumberland.....	90,911	88,427	97.27	18,530	2,611
Schuylkill.....	172,927	168,143	97.23	33,789	2,989
Total.....	799,196	774,973	96.97	157,194	14,512
The nonanthracite counties.....	5,502,919	5,311,622	96.52	1,145,980	210,544
Total.....	6,302,115	6,086,595	96.58	1,303,174	225,056
The North Atlantic States.....	21,046,695	20,180,490	95.88	4,557,266	675,776
The United States.....	76,303,387	73,562,195	96.41	16,006,437	5,700,341

Region.	Total.	Homes not on farms.			
		Owned.		Owned without incumbrance.	
		Number.	Per cent of total.	Number.	Per cent of number owned. ¹
Pennsylvania:					
The anthracite counties—					
Carbon.....	7,689	2,721	35.39	1,864	69.32
Columbia.....	5,921	2,655	44.84	1,720	72.67
Leckawanna.....	36,199	14,809	40.91	9,376	66.28
Luzerne.....	46,154	15,680	33.97	9,892	65.56
Northumberland.....	15,919	5,253	33.00	2,935	59.04
Schuylkill.....	30,800	10,414	33.81	6,455	66.86
Total.....	142,682	51,532	36.12	32,242	65.92
The nonanthracite counties.....	935,436	308,219	32.95	186,933	63.60
Total.....	1,078,118	359,751	33.37	219,175	63.98
The North Atlantic States.....	3,947,964	1,182,741	29.96	657,860	57.50
The United States.....	10,539,456	3,628,990	34.43	2,350,758	68.08

¹ On basis of those owned for which the fact of incumbrance or otherwise is reported. In many cases this was not ascertained.

HOME OWNERSHIP IN CERTAIN PENNSYLVANIA TOWNS.

[Data from pp. 709 and 710 of Part II of the Report on Population of the Twelfth Census.]

Town.	Total number of homes.	Owned.		Owned and unincumbered.	
		Number.	Per cent of total.	Number.	Per cent. ¹
Carbondale.....	2,887	1,549	53.65	1,083	71.02
Dunmore.....	2,469	1,282	51.92	694	62.92
Hazleton.....	2,866	836	29.17	649	77.91
Mahanoy City.....	2,517	710	28.21	411	58.71
Mount Carmel.....	2,411	727	30.15	404	55.89
Natooke.....	2,298	836	36.38	343	41.33
Pittston.....	2,470	1,144	46.32	734	74.75
Plymouth.....	2,668	693	25.97	449	56.13
Pottsville.....	3,415	1,283	37.57	855	67.32
Soranton.....	20,299	7,436	36.63	4,600	64.04
Shamokin.....	3,561	892	25.05	537	62.59
Shenandoah.....	3,620	803	22.18	487	63.25
Wilkes-Barre.....	10,140	3,512	34.64	2,009	58.86

¹ On basis of those owned for which the fact of incumbrance or otherwise is reported. In many cases this was not ascertained.

The commission also finds that the social conditions obtaining in the communities made up largely of mine workers are good. The number and character of the public schools accessible in all these communities are fully up to the American standard, as shown by the four tables following:

NUMBER AND PER CENT OF PERSONS ATTENDING SCHOOL DURING CENSUS YEAR 1899-1900, IN SELECTED CITIES, BY CLASSIFIED AGES.

[Data from Part II of the Report on Population of the Twelfth Census.]

City.	Persons between ages of 5 and 20, inclusive.	Persons attending school during census year.									
		Total.		Males.		Under 10 years of age.		10 to 14 years of age.		15 years old and over.	
		Number.	Per cent of those of school age.	Number.	Per cent of those attending.	Number.	Per cent of those attending.	Number.	Per cent of those attending.	Number.	Per cent of those attending.
Soranton, Pa.....	34,301	16,537	48.21	7,923	47.91	6,325	38.25	7,993	48.33	2,219	13.42
Fall River, Mass.....	35,532	16,980	47.79	8,441	49.71	6,986	41.14	8,622	50.78	1,372	8.08
Paterson, N. J.....	33,170	17,540	52.88	8,770	50.00	8,604	49.05	7,747	44.17	1,189	6.78
Wilkes-Barre, Pa.....	17,473	8,878	50.81	4,247	47.84	3,511	39.55	4,142	46.65	1,225	13.80
Elizabeth, N. J.....	16,229	8,625	53.15	4,290	49.74	3,291	38.16	4,293	49.77	1,041	12.07
Erie, Pa.....	16,537	7,968	48.30	3,870	48.45	2,901	36.32	4,055	50.76	1,032	12.92

ENROLLED PUPILS IN PUBLIC AND PRIVATE SCHOOLS AND ATTENDANCE IN PUBLIC DAY SCHOOLS IN CERTAIN TOWNS OF PENNSYLVANIA.

[Data from the Report of the Commissioner of Education for 1899-1900.]

Place.	Enrolled pupils.				Attendance in public day schools.	
	Number in private and parochial schools. ¹	Number in public schools.	Total.		Total days.	Average per day.
			Number.	Per cent of persons of school age.		
Carbondale.....	154	2,607	2,761	62.11	391,950	2,010
Dunmore.....		2,595	2,595	59.52	428,000	2,140
Hazleton.....	400	2,850	3,250	65.05	389,340	2,163
Mahanoy City.....	200	2,150	2,350	50.84	301,500	1,675
Mount Carmel.....	200	2,190	2,390	50.72	254,694	1,415
Nanticoke.....	950	2,214	3,164	71.57	273,960	1,522
Pittston.....	750	1,650	2,400	56.78	216,000	1,200
Plymouth.....	750	1,986	2,736	57.99	252,938	1,421
Pottsville.....	500	2,988	3,488	70.00	451,400	2,257
Shamokin.....	1,350	3,654	5,004	76.32	474,660	2,637
Shenandoah.....	450	3,053	3,503	54.42	421,200	2,340

¹ Largely estimated by the Bureau of Education.

LENGTH OF SCHOOL ATTENDANCE IN SELECTED CITIES DURING CENSUS YEAR 1899-1900.

[Data from Part II of the Report on Population at the Twelfth Census.]

City.	Persons attending for specified periods during census year.							
	One month or less.		Two to three months.		Four to five months.		Six months or more.	
	Number.	Per cent of total.	Number.	Per cent of total.	Number.	Per cent of total.	Number.	Per cent of total.
Scranton, Pa.....	77	0.46	254	1.54	331	2.00	15,875	96.00
Fall River, Mass.....	146	.86	288	1.70	237	1.39	16,309	96.05
Paterson, N. J.....	74	.42	226	1.29	377	2.15	16,863	96.14
Wilkes-Barre, Pa.....	20	.23	74	.83	99	1.11	8,685	97.83
Elizabeth, N. J.....	31	.36	78	.90	122	1.42	8,394	97.32
Erie, Pa.....	31	.39	85	1.06	100	1.25	7,772	97.30

SCHOOL POPULATION, VALUE OF PUBLIC SCHOOL PROPERTY, AND ANNUAL EXPENDITURE FOR PUBLIC SCHOOLS IN CERTAIN TOWNS IN PENNSYLVANIA.

[Data from Part II of the Report on Population of the Twelfth Census and the Report of the Commissioner of Education for 1899-1900.]

Place.	Persons of school age.	Value of public school property.		Annual expenditure.	
		Amount.	Per individual of school age.	Amount.	Per individual of school age.
		Carbondale.....	4,445	\$178,000	\$40.04	$42,395	$9.54
Dunmore.....	4,360	150,000	34.40	39,705	9.11
Hazleton.....	4,996	205,000	41.03	39,615	7.93
Mahanoy City.....	4,622	112,000	24.23	35,604	7.70
Mount Carmel.....	4,712	90,000	19.10	25,491	5.41
Nanticoke.....	4,421	99,637	22.54	30,046	6.80
Pittston.....	4,227	85,000	20.11	24,006	5.68
Plymouth.....	4,718	100,000	21.20	21,852	4.63
Pottsville.....	4,983	(¹)	.....	63,843	12.81
Scranton.....	31,301	1,000,000	29.15	363,232	10.59
Shamokin.....	6,557	300,000	45.75	41,446	6.32
Shenandoah.....	6,437	130,000	20.20	45,576	7.08
Wilkes-Barre.....	17,473	525,000	30.05	154,064	8.82

¹ Not reported.

The number of churches in proportion to the population is rather above the average and the opportunities generally for mental and religious instruction appear to be adequate.

The contention that the increased cost of living has made it impossible to maintain a fair standard of life, upon the basis of present earnings, and has not only prevented the mine workers from securing any benefit from increased prosperity and from the increase in wages made in 1900 but has rendered their condition poorer can not be fully allowed in the terms in which it is made, although the increased cost of living since 1900 is an element that has been carefully considered. This increase for the past few years, as ascertained by an investigation made by the United States Department of Labor for a forthcoming report, and taking into consideration the leading articles of consumption for food, amounts to 9.8 per cent. A summary of this investigation, so far as it relates to the anthracite coal region, will be found in the appendix to this report and is submitted herewith.¹ From this it is seen that, taking the average quantity of articles consumed per family and assuming prices for 1901 to be 100—in 1898 they were 96.5; in 1899, 94.5; in 1900, 96.7; and 1902, 106.2—the relative increase in cost between 1900 and 1902, therefore being, as stated, 9.8 per cent. These conclusions are based on retail prices secured by special agents of the Department of Labor from 58 establishments representing 13 cities or towns in the anthracite regions and are trustworthy, so far as they go.

A witness for the miners—J. W. Rittenhouse—submitted some data collected by him relative to the cost of living. In giving a list of the necessaries of life for a miner's family he stated that in 1900 they cost \$17.61; in December, 1901, \$20.29; and in 1902, \$22.94; and that the general increase was 30 per cent between 1900 and 1902. Mr. John D. Hughes, another witness produced on behalf of the mine workers and manager of Armour & Co.'s interests in the city of Scranton, in answer to a question as to what the general result showed as to prices between 1900 and 1902, stated that in 1901 the general increase over 1900 was 10½ per cent and in 1902 23.2 per cent.

Statistics of this kind, however, are rather too inexact for a satisfactory basis on which to make precise calculations when considering the question of an increase of wages, for there are some elements entering into the ascertainment of an average rise of prices in such a period as that we are considering, which are temporary in their effect. So there are other elements which influence the average disproportionately to their effect upon the expenditures of the individual. As an example of this inexactness or uncertainty we may cite the rise in price of one of the prime necessaries of life—meat—during 1902, which was sudden and serious and which had its effect on other prime necessaries, and yet recent experience has demonstrated its temporary character.

Another contention of the miners, to wit, that the wages of contract miners are necessarily so low that their children are prematurely forced into breakers and mills, has not been fully sustained, and the commission does not think that the testimony warrants it in finding as a fact the allegations so made.

So much is said on these points, because a disproportionate length of time was occupied in giving testimony, and in making arguments before the commission in regard to them, and it is desired to dispose of them here, that we may consider more closely the more important factors that should influence a proper judgment as to the merits of the demand made for higher wages.

As to the general contention that the rates of compensation for contract miners in the anthracite region are lower than those paid in the bituminous

¹ See Report of Anthracite Coal Strike Commission, pp. 199, 200.

fields for work substantially similar or lower than are paid in other occupations requiring equal skill and training, the commission finds that there has been a failure to produce testimony to sustain either of these propositions.

As to the bituminous fields, we have no satisfactory evidence upon which to base a comparison between the standard of earnings there and in the anthracite fields, neither miners nor operators adducing evidence upon which an intelligent judgment on that point might be formed. There was, however, a good deal of testimony upon the second proposition, that the present rates of compensation in the anthracite region are lower than those in other occupations requiring equal skill and training. It is difficult to institute a comparison, owing to the fact that the contract miners, who constitute approximately 26 per cent. and their laborers 19 per cent of the mine workers, are paid according to contract—so much for a given amount of coal produced. As to this class, of course, the conditions on which a rate of daily or monthly earnings depends are so variant that a deduction of a uniform daily or monthly rate can not well be obtained or expected.

To some extent the contract miner has within his own control the number of hours he shall work each day, and consequently the amount of work he shall perform. He is paid by the mine car, yard, or ton for the coal he blows down, the loading of which into the mine car is generally the work of a laborer, who is paid by the contract miner, who also pays for powder, oil, and tools, so that in many respects he may be called an independent contractor. For our present purpose it is important to ascertain, first, the net earnings he is able to make for the day or the year, and second, what he actually does make. We find some, though not a great, difference in the answers to these two inquiries. It is not surprising to find that there is much difference in the annual earnings of such miners. Experience, natural capacity, aptitude for the work, individual industry, and habits of sobriety materially affect the amount that is earned.

In addition to these causes of difference, which are more or less in the control of the miner, there are others inherent in the nature of the work, which, though there is a tendency to overcome them by differential rates of payment and by allowances, still constitute serious obstacles to uniformity in the miners' monthly or yearly earnings. Such are the variation in thickness and pitch of the coal seams, faults, and the greater or less impurity of the coal owing to the presence of rock, slate, and other foreign substances. Although there is an endeavor, as has been said, to overcome these difficulties by allowances, there still must remain, when the best has been done, inequality arising from these causes in the aggregate yearly earnings of the miner.

Compilations have been made, at the request of the commission, by the various operators, parties to the submission, showing the gross and net earnings of the contract miners, practically covering the year 1901. These compilations, with the tables of wages paid all mine workers, have been prepared at great expense, and have been accepted, for the most part, by the representatives of the miners as showing truly what they purport to show. From them other tables and deductions have been made under the direction of the recorder and the assistant recorder, Dr. Neill, and they have proved of great value in the deliberations of the commission. Many of these tables and compilations will be found in the appendix of this report, and can not fail to prove of value to those interested in the economic aspects of the work of the commission.¹

¹ See Report of Anthracite Coal Strike Commission, pp. 175-186.

It is readily seen from what has been said that the difficulty of comparing the *rate* of earnings of contract miners with the rate of *wages* paid in other occupations requiring equal skill and training is serious. We do not find, as has been already said, that testimony has been adduced on either side which would permit satisfactory comparison with the rate of wages or earnings paid in the bituminous coal fields. In attempting a comparison with other occupations, we are met at once with the embarrassing condition that in such occupations the rate of wages paid by the day or the month is uniform, and the labor is generally continuous throughout the year, while in the work of contract miners, who are paid by the yard, car, or ton, the number of days or hours represented by the earnings is a varying quantity, and the number of days in which he is actually employed at all may be much fewer than the average number of days constituting a year's work in most other employments.

We have already said that the personal element constantly enters into the case. The miner who by special aptitude or training knows how to economize powder and other supplies, and who is willing to devote two or three hours more a day than the average to his work, can and does make a larger income than his fellows who fail in these respects. Nevertheless, we have, from the abundant data furnished us, made some comparison and have sought to arrive at such general results as would fairly represent the average earnings of the contract miner. We have endeavored to base our judgment, not upon semimonthly or monthly returns, but upon the earnings of those who have labored throughout the year, only a part of whom may have availed themselves of all their opportunities.

It is impossible to be accurate in this matter. The conditions that make accuracy impossible are inherent in the nature of the subject with which we are dealing. Neither contract miners nor mine workers can work the full number of days in a year which it is possible to work in other callings; that is to say, owing to causes beyond the control of either miner or operator—such as breakage of machinery inside or outside the mine, disarrangement of pumps, storms, repairs, etc.—opportunity to work in the mines, without fault of either operator or miner, does not present itself on each working day of the year. On the other hand, for causes within the control of the operator or miner, the number of idle days at the mines is, or may be, increased.

Take, for example, the year 1901, a year of more than usual activity in mining operations, the average number of days throughout the region on which work was started was approximately 260. The number may have been less. So that the yearly income of the contract miner, as well as that of the others, is the product of work done in parts of days fewer by 50 than the number of working days in the year; and for the contract miner the hours worked in each of the days in which a start is made are fewer than 10, and from the evidence we feel warranted in saying that they certainly do not exceed on the average eight hours, there being much testimony to show that many of the miners go into the mines between 6 and 7 in the morning and come out before 2 o'clock in the afternoon. This is a fact, of course, to be taken into consideration in determining a fair rate of compensation or a fair annual earning.

We find that the average daily *rate* of earnings, as nearly as can be ascertained, does not compare unfavorably with that in other industries requiring substantially equal skill and training. It is more instructive, of course, to compare *annual* earnings of the contract miner with the *annual* earnings of those employed in other occupations. We find that these annual earnings of contract miners, based upon returns for the year 1901, range between \$550 and \$600. Perhaps it would be safe to put the average at \$560.

A representative illustration may be taken from the data submitted by the Lehigh Valley and the Lehigh & Wilkes-Barre Coal companies,¹ whose work seems to have been conducted as regularly and systematically as any in the region. The reports of these two companies included only such miners as worked in their respective collieries throughout the year, and whose names appear, for some days at least, on the pay rolls of each month in the year. The earnings shown for these miners, therefore, represent their total earnings for the year, and it is clear that they were not supplemented by work done elsewhere.

The Lehigh Valley collieries show average annual earnings of contract miners ranging from \$607 to \$465, and the average daily earnings from \$2.81 to \$2.19. The average annual earnings for their 17 collieries is \$568.17, and the average daily earnings \$2.41. The average number of days on which the miners worked is 236, which is 89 per cent of the days on which the collieries made starts.

The collieries of the Lehigh & Wilkesbarre Co. show average annual earnings ranging from \$686 to \$451, and the average daily earnings from \$2.74 to \$2.33. The average annual earnings for all the collieries is \$589, and the average daily earnings \$2.47. The average number of days worked by the miners in all the collieries of this company was 238, which was 92 per cent of the average number of days on which the collieries made starts.

Taking the figures from which these averages have been made, we find that 121 miners who made 250 starts in the year earned, each, \$686.08, which were the highest yearly earnings, and that 103 miners who made 185 starts earned, each, \$451.07, and so throughout the list, the miners who made the larger income working on the greater number of days and those who made the smaller income working on the less number of days. It is also significant that those who worked on the greatest number of days and had the largest yearly income made the largest average daily earnings, and those who worked on the least number of days made the smallest average daily earnings.²

It will be seen that the results derived from the statements of these two companies approximate each other closely in average earnings, in daily earnings, as well as in the number of days worked, and in the percentage of the days on which the collieries were in operation.

A great many other tables have been submitted, and a large, almost an embarrassing mass of figures has been presented bearing upon this subject, but careful study and scrutiny of them all persuades us that in the illustrations just given we have made a selection that will fairly show the true condition in this respect. As already said, these figures are based upon the large operations of the year 1901, a year of unusual activity in the anthracite field. Some preceding years do not show so great an opportunity for earning as this year afforded. It may, however, be reasonably expected that the future demand for anthracite coal will keep the industry at its present point of activity for some time to come.

We have also considered the contention and the testimony bearing upon it that the mining industry is perilous and extra hazardous, and find that it should be classed as one of the dangerous industries of the country, ranking with several of the most dangerous. The statistics so far available (which appear in this report under "Hazardous nature of anthracite mining"³) do not show a greater hazard than obtains in some other occupations, notably in the fisheries and in those of switchmen and freight-train crews on our railroads. Still, the requirements are exacting, and this fact has been duly weighed by the commission, in coming to a decision upon the demand for an increase in the rate of compensation of contract miners.

¹ See Report of Anthracite Coal Strike Commission, pp. 177, 178.

² *Idem*, p. 178.

³ *Idem*, pp. 27-31.

Reviewing the whole case, and acting upon the conviction produced by the hearing of testimony and the examination of statistics, the commission is of the opinion that, in view of the interruptions incident to mining operations, the increased cost of living, the uncertainty as to the number of days during the year presenting an opportunity for work, and the inequalities of physical conditions affecting the ability to earn, and not overlooking the hazardous nature of the employment, some increase in the rate of compensation to contract miners should be made.

The commission, therefore, considers, and so adjudges and awards, that an increase of 10 per cent over and above the rates paid in the month of April, 1902, be paid to all contract miners for cutting coal, yardage, and other work for which standard rates or allowances existed at that time, from and after November 1, 1902, and during the life of this award; and also to the legal representatives of such contract miners as may have died since November 1, 1902. The amount of increase under the award due for work done between November 1, 1902, and April 1, 1903, to be paid on or before June 1, 1903.

II.—DEMAND FOR REDUCTION IN HOURS OF LABOR.

The second demand in the statement of claim filed by the miners is as follows:

A reduction of 20 per cent in the hours of labor, without any reduction of earnings, for all employees paid by the hour, day or week.

Many of the conditions to which we have adverted as attending the work of contract miners also affect the work of the "company men," or men in and about the mines, who are paid on the basis of a 10-hour day, and generally for the hours actually worked—that is to say, their hours of labor in a large proportion of instances depend upon what is called breaker time; that is, upon the number of days during each of which the mine or breaker is operated for any number of hours, however few.

The employees in and around the mines, other than contract miners and their laborers, constitute 60 per cent of all mine workers. Their occupations are exceedingly varied, and different classes of labor are paid at different rates, and the annual earnings differ accordingly. Under one company these classes amount to as many as 108, each class receiving a different daily or monthly wage, and sometimes individuals in the same class receiving a varying wage, due, no doubt, to their unequal skill and capacity.

The classification of labor in and around a mine, excluding contract miners and their laborers, includes the following different occupations: Repair men, road men, bottom men, plane men, switchmen, car runners, spraggers, fan and door boys, oilers, lamp men, pump men, stable men, drivers, loader bosses, loaders, chute starters, day miners, day laborers, locomotive engineers, inside engineers, hoisting engineers, firemen, machinists, carpenters, blacksmiths, blacksmiths' helpers, breaker engineers, jigger engineers, platform men, timbermen, top men, slate pickers, breaker boys, etc. The wages of all of these classes differ, although they do not differ widely. Nevertheless some of them require more aptitude and training than others, and deserve and receive a correspondingly higher wage rate. Hence, excluding machinists, carpenters, blacksmiths, and those having trades that are common to every community, it is difficult to make a just comparison of the wage rates received by these mine workers with those "paid in other occupations requiring equal skill and training."

It must be observed that we are here dealing with the *rate* of wages and not annual earnings. We have attempted the comparison, however, and carefully considered the voluminous testimony adduced on this point, and we do not

find that the proposition we are considering—to wit, that the present *rate* of wages of mine workers in the anthracite region “is lower than is paid in other occupations requiring equal skill and training”—is supported.

In view of the more permanent character of the employment of hoisting engineers and other engineers and pump men who are employed in positions which are manned continuously as compared with other miners and mine workers the commission adjudges and awards:

That engineers who are employed in hoisting water shall have an increase of 10 per cent on their earnings between November 1, 1902, and April 1, 1903, to be paid on or before June 1, 1903; and a like allowance shall be paid to the legal representatives of such employees as may have died since November 1, 1902; and from and after April 1, 1903, and during the life of the award they shall have 8-hour shifts, with the same pay which was effective in April, 1902; and where they are now working 8-hour shifts the 8-hour shifts shall be continued, and these engineers shall have an increase of 10 per cent on the wages which were effective in the several positions in April, 1902.

Hoisting engineers and other engineers and pump men other than those employed in hoisting water who are employed in positions which are manned continuously shall have an increase of 10 per cent on their earnings between November 1, 1902, and April 1, 1903, to be paid on or before June 1, 1903; and a like allowance shall be paid to the legal representatives of such employees as may have died since November 1, 1902; and from and after April 1, 1903, and during the life of the award they shall have an increase of 5 per cent on the rates of wages which were effective in the several positions in April, 1902; and in addition they shall be relieved from duty on Sundays without loss of pay by a man provided by the employer to relieve them during the hours of a day shift.

The reason for this award is apparent when the fact is considered that heretofore many men in these positions have worked on two shifts in the 24 hours through the entire week, Sundays included, having no cessation from work on Sunday, except by the custom, by which each of them in turn remains on duty 24 hours every other Sunday in order to alternate the men on the night and day shifts.

The commission adjudges and awards: That firemen shall have an increase of 10 per cent on their earnings between November 1, 1902, and April 1, 1903, to be paid on or before June 1, 1903; and a like allowance shall be paid to the legal representatives of such employees as may have died since November 1, 1902; and from and after April 1, 1903, and during the life of the award they shall have 8-hour shifts, with the same wages per day, week, or month as were paid in each position in April, 1902.

Excluding hoisting engineers, pump men, other engineers, and firemen engaged where the work is continued through the 24 hours, most of these employees to whom we have just referred as company men, who are paid by the day or hour, can work only when the breaker or the mine is in operation. Here, again, we meet with the same result that we have considered in the case of the contract miner, that the rate of daily or hourly wages does not compare unfavorably with that obtaining in other similar industries requiring no greater skill or training; but, owing to the want of continuousness in their work, due to causes already referred to, the annual wage or income is, of course, less than that which would obtain were the work less interrupted.

Another feature to be considered is that most of these men, when they do work, work less than 10 hours a day, although they work on the basis of a 10-hour day; that is, taking breaker time as the standard, in many collieries they work less than 9 hours a day on an average. We find that in the anthracite

region at large the time made during the year 1901, on the basis of 10 hours to a day, was 196 days, while the days upon which actual starts were made, or during some portion of which work was done, were 258. The general average of breaker starts, the average hours the breaker worked per day, and the average number of working days of 10 hours for the year 1901 have been given for various companies, and the detailed statistics for the different collieries of these companies will be found in the appendix.¹

It will be seen that there are comparatively few employees in the anthracite region who are able to obtain steady employment throughout the year. If a full day's work could be secured for every day the breakers start the condition of the mine workers would be greatly improved, and their earnings would be increased approximately 25 per cent over those made in 1901, and would compare favorably with other fields of employment. Taking, for instance, the collieries of the Philadelphia & Reading Coal & Iron Co., the average number of starts made by the 37 breakers reported by this company was 261, which would have represented 261 working days of 10 hours had full time been made. But the average number of hours per day made at these collieries was 8.6, and the average number of working days of 10 hours was thus reduced to 224.5. The records of other companies exhibit conditions less favorable.

In the collieries of the Delaware, Lackawanna & Western the average number of breaker starts was 262, the average hours per start amounted to 7.8, and the average number of working days of 10 hours was 205. The Lehigh & Wilkesbarre Coal Co. averaged for 11 collieries 258 starts, with 7.7 hours to a start, equivalent to 199 days of 10 hours. The Delaware & Hudson Co. reported for 24 collieries an average of 264 starts, with 6.9 hours to a start, or 183 days of 10 hours. This statement for the Delaware & Hudson Co. includes the Baltimore and Delaware collieries, which were idle more than half the year because of floods. Excluding these two collieries, the average breaker starts were 274, with 7 hours to the start, or 192 days of 10 hours. Six collieries operated by the Temple Iron Co. started, on an average, 256 days, making 7.2 hours to each start, or 184 ten-hour days. The average number of ten-hour days made by the Scranton Coal Co. (9 collieries), the Hillside Coal & Iron Co. (5 collieries), and the Pennsylvania Coal Co. (10 collieries), respectively, were 172, 167, and 159, the average breaker starts being 260, 253, and 232.

A study of the tables shows comparatively few instances in which the breakers made full 10 hours, while from 6 to 9 hour days were the most numerous. In many cases the breakers made but two, three, or four hours after starting up, and these conditions, taken in connection with the number of days the breakers are shut down entirely, seriously affect the earning capacity of the employees. The commission recognizes, as already stated, that in many cases these interruptions to steady employment are unavoidable. The complicated machinery of the breakers, engaged in heavy and exacting work, is constantly liable to accidents which apparently no foresight can prevent. Shortage of railroad cars and other causes, which in some cases might be prevented, frequently necessitate shutting down the breaker after only a few hours' work, and the greater part of the day is lost. As in the case of contract miners, it is also true that suspensions are occasionally due to the action of the men themselves in remaining away from work because of some holiday, and this has been given due weight in the deliberations of the commission. The chief cause for complaint seems to be, however, in the frequent shutdowns after the work of the day has begun, and the commission feels that some remedy for this condition

¹ See Report of Anthracite Coal Strike Commission, pp. 189-191.

is due the men. The time lost in going to and coming from his working place is as great if the laborer works 2 hours as if he works 9 or 10 hours.

The tables in the appendix¹ show the average rates of pay per 10-hour day, the average number of 10-hour days worked, and the average annual earnings of all the men and boys in various occupations in and about the mines who are paid by the day, week, or month, exclusive of superintendents, foremen, and fire bosses. These "day men" or "company men," so tabulated, number 81,856, and form 55 per cent of the whole number of mine workers. Accurate records of their earnings are on the books of the companies, and there was no difficulty in ascertaining their annual earnings, except the enormous amount of labor necessary to bring all the data together. It was not practicable in all cases to separate the earnings of men and boys. A table in the appendix² shows these groups separately for the Delaware & Hudson Co., and may be taken as representative of the distribution of men and boys in the various occupations, the proportion of men and boys being substantially the same under all the companies. The table of earnings of company men and boys, summarized, is as follows:

NUMBER OF MEN AND BOYS EMPLOYED, AVERAGE ANNUAL EARNINGS, AVERAGE RATE OF WAGES PER 10-HOUR DAY, AND AVERAGE 10-HOUR DAYS WORKED, FOR EACH COAL-MINING COMPANY.

Name of company.	Number of men and boys.	Average annual earnings.	Average rate per 10-hour day.	Average 10-hour days worked.
Philadelphia & Reading.....	15,845	\$402.37	\$1.66	242
Temple Iron Co.....	791	384.55	1.58	243
Delaware & Hudson Co.....	6,611	375.18	.....	.....
Delaware, Lackawanna & Western.....	5,639	369.24	.....	.....
Hillside Coal & Iron Co.....	1,603	359.53	1.55	232
Scranton Coal Co.....	2,416	331.07	.....	.....
Pennsylvania Coal Co.....	2,673	307.44	1.48	207

The consolidated average for the foregoing companies, embracing 35,581 men and boys, gives a general average annual earning of \$377.76.³

These considerations seem to indicate that it is just to reduce the hours per day for company men. This change, owing to the peculiar conditions obtaining in the premises, and already discussed, should not result in any decrease in the output of the mines.

The commission thinks it just, therefore, that the demand for a reduction in time as to these classes of employees should be met, and a careful consideration of all the facts bearing upon the situation has brought it to the conclusion that a reduction of the hours of labor from 10 to 9 would be fair to both employee and employer. This would give the employees whom we are now considering practically a wage increase of 11½ per cent, for the reason that, working the number of hours they now work, which is generally less than 9 each day, they would be paid for hours in which they actually work, at the hourly rate for a 9-hour day, instead of at that for a 10-hour day. For example, in case of the Delaware & Hudson Co. the hours of breaker time per start is 7, and the company men (with the exclusions referred to) who now receive, say, \$1.50 a day for 10 hours' work, would, under the conditions of a 9-hour day, receive

¹ See Report of Anthracite Coal Strike Commission, pp. 181-186.

² Idem, pp. 184-186.

³ Erroneously printed \$374.60 in advance copies of Report of Anthracite Coal Strike Commission.

one-ninth, instead of one-tenth, of \$1.50 as their rate per hour for 7 hours' work, or 16½ cents, instead of 15 cents, per hour.

The commission therefore considers and so adjudges and awards: That all employees or company men, other than those for whom the commission makes special awards, be paid an increase of 10 per cent on their earnings between November 1, 1902, and April 1, 1903, to be paid on or before June 1, 1903; and a like allowance shall be paid to the legal representatives of such employees as may have died since November 1, 1902; and that from and after April 1, 1903, and during the life of this award, they shall be paid on the basis of a 9-hour day, receiving therefor the same wages as were paid in April, 1902, for a 10-hour day. Overtime in excess of 9 hours in any day to be paid at a proportional rate per hour.

III.—DEMAND FOR PAYMENT BY WEIGHT.

The third demand of the miners is for "the adoption of a system by which coal shall be weighed and paid for by weight wherever practicable, the minimum rate per ton to be 60 cents for a legal ton of 2,240 pounds, the differentials now existing at the various mines to be maintained."

To the question raised by this demand the commission has devoted much thought and attention. It finds, as is not surprising in attempts to change conditions of life or work which have been the outcome of years of experience and which affect large numbers of persons, that great care is required to avoid embarrassing the situation in the endeavor to amend it.

We are met at the outset with the fact that there has existed in the State of Pennsylvania (whose laws govern the industry) since March 30, 1875, a statute, which would seem, on its face, of controlling force in this regard. As contained in Pepper & Lewis's Digest of the Laws of Pennsylvania, page 3057, the statute is as follows:

1. ANTHRACITE COAL TO BE WEIGHED AS MINED.—All persons, partnerships, associations, and corporations engaged in the mining of anthracite coal in this Commonwealth shall provide and erect at each of their coal mines, or collieries, standard and lawful scales for weighing the coal mined therein, and each and every miner's coal shall be separately and accurately weighed on said scale before said coal is dumped and taken from the cars on which said miner loaded it in said mine or colliery, and a separate and an accurate account shall be kept by all said persons, partnerships, associations, and corporations of the number of pounds of coal mined by each miner as aforesaid; and the miners in each mine shall have the right to employ, at their own expense, and keep a weighmaster at each of said scales to inspect said scales, and also keep an account of the number of pounds of coal mined by each miner; and the miners at each mine or colliery shall be paid at the rate of so much per pound for amount of coal mined by them, and the pound weight shall be the basis from which to calculate the earnings at all mines or collieries: *Provided*, That the provisions of this act shall apply only to mines or collieries in which the coal mined has heretofore been paid for by the car, and that this act shall not go into effect until sixty days after the approval by the governor: *And provided further*, That if any of said persons, partnerships, associations or corporations shall neglect or refuse to comply with the provisions of this act, he or they so neglecting or refusing shall forfeit and pay, for every day (of) said neglect or refusal after said sixty days, to the Commonwealth of Pennsylvania the sum of one hundred dollars, the same to be sued for and recovered in an action of debt in the court of common pleas having jurisdiction of the territory in which said mines or collieries may be situate, the writs in said action to be served on the said persons, partnerships, associations, or corporations, or the superintendents, agents, or clerks of said persons, partnerships, associations, or corporations resident within the jurisdiction of said court: *And provided further*, That the provisions of this act shall not apply to or embrace any persons, partnerships, associations, or corporations that may or shall by any contract agree with his or their miners in any of said mines or collieries, otherwise than as is provided

in this act, for the compensation of mining the same, and no penalty provided therein shall apply to such persons, partnerships, associations, or corporations so contracting or agreeing.

It may seem strange, but from all the evidence before the commission the undoubted fact appears to be, that the requirements of this law have never been complied with. It is alleged by the counsel for the operators that they have never been applicable, for the reason that the situation came within the purview of the last proviso of the section quoted, which exempts from its provisions all cases where the employer shall by contract agree with his miners, otherwise than is provided in the said statute, for their compensation.

Attention in this connection should be called to a law approved June 13, 1883, making the following provision :

All individuals, firms, and corporations engaged in mining coal in the Commonwealth, who, instead of dumping all the cars that come from the mine into a breaker or shoots, shall switch out one or more of the cars for the purpose of examining them, and determining the actual amount of slate or refuse, by removing said slate or refuse from the car, and who shall, after so doing, willfully neglect to allow the miner in full for all clean coal left after the refuse, dirt, or slate is taken out, at the same rate paid at the mine for clean coal, less the actual expense of removing said slate or refuse, (he) shall be deemed guilty of a misdemeanor.

What the present state of the statute law in Pennsylvania may be, is of course a question for the courts of that State, and as we have not been referred to any decision of those courts which passes upon this question, or definitely upon that of the constitutionality of the law of 1875; assuming it to be in force, the commission finds the situation embarrassing. It is a fact, however, that during this whole period of 28 years since the passage of this act no question seems to have been raised as to its requirements, or complaint made that they have been violated, or the prescribed penalty invoked for any alleged violation thereof. The inference is not unfairly drawn from this state of things, that the situation with which the statute purported to deal, has been, on the whole, not unsatisfactory to either miners or operators, and that the provisions of the statute referred to never attracted the notice of the parties affected, and were thus practically ignored.

Whether intentionally or not, the contracts, expressed or implied, for compensation otherwise than by weight, have probably brought the matter within the terms of the proviso of the law of 1875, and serve to relieve the parties from the imputation of having disregarded the obligations of that law.

It was understood at the hearings that the representatives of both sides assented to the proposition, that the agreement to abide by the award of this commission comes within the purview of the proviso in the law of 1875 referred to, and constitutes an agreement under that statute.

The situation being thus anomalous, the commission has not been able to see clearly its way to an attempt to change it by an obligatory award. Any measure of work performed, as a basis for payment, must in a certain sense be arbitrary. Payment by the car, by the ton, or by the yard is the result of an agreement between presumably intelligent parties, and all the circumstances attending either method are matters for their consideration. If a miners' ton of 28 hundredweight is taken as the basis of payment, the price for such ton is fixed with reference to its size. So of payment by the car or by the yard. The suggestion is not lost sight of that the miners' ton of, say, 28 hundredweight was fixed at a time when the sizes of coal below pea were not marketable, and that now they are. This is true; but there may be other considerations, and the operators assert that there are, which justice to them requires should be taken into the account. For example, lump and grate

sizes are not marketed now to the extent that they were formerly, but are for the most part passed through the breaker and reduced to domestic and smaller sizes. The cost of this process and the waste consequent thereon are borne by the operator.

However this may be, the commission is not now prepared to say that the change to payment by weight, based on a 2,240-pound ton, when the price would necessarily be adjusted to the number of pounds—practically the case now—would prove of sufficient benefit to the miners to compensate for the expense and trouble thereby imposed upon operators now paying by the car. Many of the operators, in order to accommodate themselves to the change, would have to reconstruct the breakers or place the scales at the foot of the shaft and, when there is more than one level in the mine, at the foot of each level.

At the hearings it was agreed by counsel for the Philadelphia & Reading Coal & Iron Co. and counsel for the striking miners that the third demand—the payment for coal by weight—should be withdrawn so far as that company is concerned, as it pays for coal by the yard in most of its collieries.

It should not pass without comment that the demand for a change to the weight system is accompanied by the condition that the minimum rate per ton of 2,240 pounds should be 60 cents, the differentials now existing at the various mines to be maintained. This demand could not have been made in full understanding of its practical effect, for coal is now mined at a cost varying from 19 to 59 cents a ton, the miner's earnings being up to the average level. Sixty cents per ton of 2,240 pounds as a minimum, and the maintenance of differentials now existing in the various mines on that basis, would result in many instances in an increase of 300 per cent over present cost, and would throw into confusion the whole matter of compensation and the business of mining.

On these and other grounds more generally discussed elsewhere in this report the commission refrains from fixing a standard ton where coal is paid for by weight, and from imposing upon owners of collieries where coal now mined is paid for by the car the obligation to pay by weight and to make the changes in plant necessary therefor; and it therefore adjudges and awards that during the life of this award the present methods of payment for coal mined shall be adhered to unless changed by mutual agreement.

IV.—DEMAND FOR AN AGREEMENT WITH UNITED MINE WORKERS OF AMERICA.

The fourth and last demand of the miners is as follows:

The incorporation in an agreement between the United Mine Workers of America and the anthracite coal companies of the wages which shall be paid and the conditions of employment which shall obtain, together with satisfactory methods for the adjustment of grievances which may arise from time to time, to the end that strikes and lockouts may be unnecessary.

The commission is constrained to decline making an award which would compel an agreement by the operators with the United Mine Workers of America; for however importantly that order may have participated in the strike which was inaugurated on the 12th of May last, and in its subsequent conduct, it is not a party to this submission. It was distinctly stated at the first meeting of the commission, that the president of the United Mine Workers of America appeared before the commission as the representative of the mine workers in the anthracite region, on whose behalf had been made the demands which have since been incorporated in the formal statement of claim filed. It is the striking anthracite mine workers who appear before the commission as the pursuing party. It is true that they have been represented, and ably represented, before the commission by Mr. Mitchell, but in so representing them

he appeared "as the representative of the anthracite coal mine workers," and not in his official character as president of the United Mine Workers of America.¹

Nor does the commission consider that the question of the recognition of the United Mine Workers of America is within the scope of the jurisdiction conferred upon it by the submission.

The first appearance of this demand, so far as this commission is concerned, was at its meeting on the 27th of October last. It is therefore evident that it was not considered one of the issues when the submission was suggested by the operators in their letter to the public and accepted by the striking miners in their convention of October 21.

The commission feels, however, that it is incumbent upon it to give some expression to its views on the general question. From the correspondence which passed between the coal operators and the officers of the United Mine Workers prior to the strike, and which has been cited under the heading "History and causes of the strike," from the voluminous testimony presented during the hearings before the commission, and from the arguments of counsel and others, with which the public hearings closed, the commission is led to the conviction that the question of the recognition of the union and of dealing with the mine workers through their union was considered by both operators and miners to be one of the most important involved in the controversy which culminated in the strike.

The order, as its name implies, is an organization to membership in which all workers who "produce or handle coal or coke in or around the mines" are eligible. It claims a jurisdiction coextensive with the coal-producing industry in America. Its purpose, as stated in its constitution (which is printed in full on pages 629 to 640), is to unite the mine workers and "ameliorate their condition by methods of conciliation, arbitration, or strikes." The members of the union assert that they have a right to form themselves into a union, choose their officers, and delegate to those officers authority to represent and speak or bargain for them. They contend that if a majority of the employees of a colliery, or of a mining company, are members of the union, the union has a right to negotiate for the services of the employees of that colliery or company in their collective capacity.

The operators assert that they have no objection to their employees joining a union or labor organization. They say their refusal to recognize and deal with the United Mine Workers as at present constituted is based on the fact that the majority of the members of the union are employed in the bituminous coal fields; that the officers are chiefly from those fields and not well acquainted

¹At the hearing before the commission on October 27, Mr. Baer, representing the Philadelphia & Reading Coal & Iron Co., made the following statement:

"I am anxious to have one thing clearly understood, because it may lead to complications, and it might as well be stated now as at any other time. We have no objection to Mr. Mitchell appearing here to represent miners in the Schuylkill region; but under the terms of the submission to you we have expressly excluded the miners' organization, because it is a bituminous organization partly, and we can not consent to Mr. Mitchell's appearing here as the representative and as the president of that organization. So far as he appears here to represent any of the miners in the anthracite region that are in our employ, we have no objection, and we raise no question about it; but we do not want him to appear on the record as president of the United Mine Workers, because we have distinctly stated in the paper from which you have derived your authority to the President that we will not deal with that organization."

In reply to the foregoing, Mr. Mitchell said:

"As to the matter of my status before the commission, I desire to say that the objections that have been filed are not involved. I appear here as the representative of the anthracite coal mine workers."

with the work of mining anthracite coal; that to deal with them would be dealing with an organization which is controlled by men engaged in a rival industry, bituminous and anthracite coal mining being considered by them as competitive or rival industries, so far as the use of anthracite for steam-producing purposes is concerned. The assertion is made that operators in bituminous fields contributed liberally to the striking anthracite miners in order to continue the advantages which accrued to the bituminous coal industry from the suspension of work in the anthracite region; and it is also alleged and proved that the local unions in the anthracite fields are to some extent controlled by the votes of young boys who are admitted to membership and who are, through their youth and lack of experience, wanting in judgment and, so far, irresponsible.

Great stress is laid upon the accusation that the United Mine Workers' union resorts to and encourages lawlessness and violence in its efforts to accomplish its purposes or desires.

The demands of the mine workers having been made through their union, any adjustment which might have been effected between the operators and the officers of the organization would have carried with it more or less direct recognition of the union. The agreement to submit the disputed points to the decision of this commission was subscribed to by the presidents of the large anthracite mining and transportation companies on the one side and by a convention of anthracite mine workers, members of the union, on the other. The submission provides that this commission shall determine the questions at issue between the several operators and "their respective employees, whether the latter belong to a union or not," and shall fix the rates of wages and hours and conditions of labor for a period of not less than three years.

Whatever the jurisdiction of this commission under the submission may be, the suggestion of a working agreement between employers and employees embodying the doctrine of collective bargaining is one which the commission believes contains many hopeful elements for the adjustment of relations in the mining regions, but it does not see that, under the terms of the submission from which the powers of the commission are derived, such an agreement can be made to take the place of or become part of its award.

In the days when the employer had but few employees, personal acquaintance and direct contact of the employer and the employee resulted in mutual knowledge of the surrounding conditions and the desires of each. The development of the employers into large corporations has rendered such personal contact and acquaintance between the responsible employer and the individual employee no longer possible in the old sense. The tendency toward peace and good-fellowship which grows out of personal acquaintance or direct contact should not, however, be lost through this evolution to greater combinations. There seems to be no medium through which to preserve it, so natural and efficient as that of an organization of employees governed by rules which represent the will of a properly constituted majority of its members, and officered by members selected for that purpose, and in whom authority to administer the rules and affairs of the union and its members is vested.

The men employed in a certain line of work or branch of industry have similar feelings, aspirations, and convictions, the natural outgrowth of their common work and common trend or application of mind. The union, representing their community of interests, is the logical result of their community of thought. It encourages calm and intelligent consideration of matters of common interest. In the absence of a union the extremist gets a ready hearing for incendiary appeals to prejudice or passion when a grievance, real or fancied, of a general nature presents itself for consideration.

The claim of the worker that he has the same right to join with his fellows in forming an organization through which to be represented that the stockholder of the corporation has to join others in forming the corporation and to be represented by its directors and other officers seems to be thoroughly well founded not only in ethics but under economic considerations. Some employers say to their employees: "We do not object to your joining the union, but we will not recognize your union nor deal with it as representing you." If the union is to be rendered impotent, and its usefulness is to be nullified by refusing to permit it to perform the functions for which it is created and for which alone it exists, permission to join it may well be considered as a privilege of doubtful value.

Trade-unionism is rapidly becoming a matter of business, and that employer who fails to give the same careful attention to the question of his relation to his labor or his employees which he gives to the other factors which enter into the conduct of his business makes a mistake which sooner or later he will be obliged to correct. In this, as in other things, it is much better to start right than to make mistakes in starting which necessitate returning to correct them. Experience shows that the more full the recognition given to a trades-union, the more businesslike and responsible it becomes. Through dealing with business men in business matters its more intelligent, conservative, and responsible members come to the front and gain general control and direction of its affairs. If the energy of the employer is directed to discouragement and repression of the union he need not be surprised if the more radically inclined members are the ones most frequently heard.

The commission agrees that a plan under which all questions of difference between the employer and his employees shall first be considered in conference between the employer or his official representative and a committee chosen by his employees from their own ranks is more likely to produce satisfactory results and harmonious relations, and at such conference the employees should have the right to call to their assistance such representatives or agents as they may choose and to have them recognized as such.

In order to be entitled to such recognition, the labor organization or union must give the same recognition to the rights of the employer and of others which it demands for itself and for its members. The worker has the right to quit or to strike in conjunction with his fellows when by so doing he does not violate a contract made by or for him. He has neither right nor license to destroy or to damage the property of the employer; neither has he any right or license to intimidate or to use violence against the man who chooses to exercise his right to work, nor to interfere with those who do not feel that the union offers the best method for adjusting grievances.

The union must not undertake to assume or to interfere with the management of the business of the employer. It should strive to make membership in it so valuable as to attract all who are eligible, but in its efforts to build itself up it must not lose sight of the fact that those who may think differently have certain rights guaranteed them by our free Government. However irritating it may be to see a man enjoy benefits to the securing of which he refuses to contribute, either morally or physically or financially, the fact that he has a right to dispose of his personal services as he chooses can not be ignored. The nonunion man assumes the whole responsibility which results from his being such, but his right and privilege of being a nonunion man are sanctioned in law and morals. The rights and privileges of nonunion men are as sacred to them as the rights and privileges of unionists. The contention that a majority of the employees in an industry by voluntarily associating themselves in a union acquire authority over those who do not so associate themselves is untenable.

Those who voluntarily associate themselves believe that in their efforts to improve conditions they are working as much in the interest of the unorganized as in their own, and out of this grows the contention that when a nonunion man works during a strike he violates the rights and privileges of those associated in efforts to better the general condition and in aspirations to a higher standard of living. The nonunion man, who does not believe that the union can accomplish these things, insists with equal sincerity that the union destroys his efforts to secure a better standard of living and interferes with his aspirations for improvement. The fallacy of such argument lies in the use of the analogy of State government, under which the minority acquiesces in the rule of the majority; but government is the result of organic law, within the scope of which no other government can assume authority to control the minority. In all acts of government the minority takes part, and when it is defeated the government becomes the agency of all, not simply of the majority.

It should be remembered that the trade-union is a voluntary social organization, and, like any other organization, is subordinate to the laws of the land and can not make rules or regulations in contravention thereof. Yet it at times seeks to set itself up as a separate and distinct governing agency and to control those who have refused to join its ranks and to consent to its government and to deny to them the personal liberties which are guaranteed to every citizen by the Constitution and laws of the land. The analogy, therefore, is unsound and does not apply. Abraham Lincoln said, "No man is good enough to govern another man without that other's consent." This is as true in trade-unions as elsewhere, and not until those which fail to recognize this truth abandon their attitude toward nonunion men, and follow the suggestion made above—that is, to make their work and their membership so valuable and attractive that all who are eligible to membership will come under their rule—will they secure that firm and constant sympathy of the public, which their general purposes seem to demand.

We believe it is unwise and impolitic to permit boys of immature age and judgment to participate in deciding the policy and actions of a labor union. We think that no one should have such voice in the affairs of a union until he has reached his legal majority. Those affairs are momentous and are of growing importance. They should be directed by men who have a realizing sense of the responsibilities of life, both as to family, as to associates, and as to society. This does not mean, of course, that minors should not belong to the union, but they should not act as, nor vote for, delegates to conventions which consider or determine strikes.

The present constitution of the United Mine Workers of America does not present the most inviting inducements to the operators to enter into contractual relations with it. Minors are represented in conventions called for the consideration of strikes; while boys do not go as delegates, only one case having been noted, they send delegates to such conventions; and as the boys in the union in the anthracite region constitute about 20 per cent of the membership, it is easily seen that their representatives, who may be obliged to act on instructions, may have the balance of power, and thus carry a vote for a strike when the more conservative and experienced members might be opposed to it.

Under the recently amended constitution of the United Mine Workers of America, strikes must originate with the locals or districts;¹ but 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 that require a strike

¹ See Article X of the constitution, pages 212, 213 of Report of Anthracite Coal Strike Commission.

to determine such questions, the president and secretary of the aggrieved district must jointly prepare, sign, and forward to the national president a written statement setting forth the grievance complained of, the action contemplated by the district, and the reasons therefor; and the national president must, within five days after the receipt of such statement, either approve or disapprove of the action contemplated by the aggrieved district, such approval or disapproval to be made in writing and a copy forwarded to the secretary of the complaining district. If the national president approve, the district is free to act; but should he disapprove the contemplated strike, the district may appeal to the national executive board, which must be convened to consider such appeal within five days after its receipt. Until the national president has approved or the national executive board has sustained the appeal, no district is free to enter upon a strike, unless it be general or national, ordered by a national convention.

These provisions give the districts in the anthracite region quite independent powers relative to the initiation of a strike, and their powers are in a measure safeguarded by the necessity of first securing the approval of the national president, or, in case of his disapproval, of the national executive board. The difficulty does not lie so much in the method now pursued as in the fact that a strike may be undertaken by a majority vote of the members of a district convention called for the purpose of considering the strike. This is considered a weakness in the present method. Instead of a majority vote there should be at least a two-thirds vote of all the delegates in the convention considering the question of a strike. The vote should be by ballot and not by voice or show of hands. An amendment to the constitution, making such provisions as those just indicated, and creating a separate anthracite department, so far as strikes are concerned, would remove some of the serious objections that have been urged by the operators.

An independent and autonomous organization of the anthracite mine workers of Pennsylvania, however affiliated, in which the objectionable features above alluded to should be absent, would deserve the recommendation of this commission, and, were it within the scope of its jurisdiction, the said fourth demand of the statement of claim, for collective bargaining and a trade agreement, might then be reasonably granted.

The commission has carefully considered and has outlined a plan for an organization for the execution of trade agreements in the anthracite region, to which thoughtful attention is called, and which is printed in full as an appendix.¹

When under the award the parties have faithfully obeyed its terms and thus learned to deal with each other, a trade agreement between operators and an anthracite mine workers' organization may commend itself to both sides. We believe this, especially when it is considered that in other directions, and in other industries, such agreements have been made and adhered to for terms of years, completely avoiding strikes and labor controversies generally. Of course, here and there in the bituminous regions these agreements may not have worked with perfect satisfaction to both parties, and in some districts they have been abandoned after a brief trial, but on the whole the experience under them in this country and in England testifies to their great usefulness in preserving peace and harmony.²

¹ See Report of Anthracite Coal Strike Commission, pp. 227 to 229.

² For English experience see Bulletin of the United States Department of Labor, No. 28, and for documentary evidence before commission see pp. 229 to 239 of Report of Anthracite Coal Strike Commission.

The commission is of opinion, nevertheless, that some satisfactory method for the adjustment of grievances which may arise from time to time, to the end that strikes and lockouts may be unnecessary, the demand for which as part of an agreement with the United Mine Workers of America is made in the fourth claim, just referred to, should be imposed by its award upon the parties to this submission.

It accordingly hereby adjudges and awards: That any difficulty or disagreement arising under this award, either as to its interpretation or application, or in any way growing out of the relations of the employers and employed, which can not be settled or adjusted by consultation between the superintendent or manager of the mine or mines and the miner or miners directly interested or is of a scope too large to be so settled and adjusted shall be referred to a permanent joint committee, to be called a board of conciliation, to consist of six persons, appointed as hereinafter provided. That is to say, if there shall be a division of the whole region into three districts, in each of which there shall exist an organization representing a majority of the mine workers of such district, one of said board of conciliation shall be appointed by each of said organizations and three other persons shall be appointed by the operators, the operators in each of said districts appointing one person.

The board of conciliation thus constituted shall take up and consider any question referred to it as aforesaid, hearing both parties to the controversy, and such evidence as may be laid before it by either party; and any award made by a majority of such board of conciliation shall be final and binding on all parties. If, however, the said board is unable to decide any question submitted, or point related thereto, that question or point shall be referred to an umpire, to be appointed, at the request of said board, by one of the circuit judges of the third judicial circuit of the United States, whose decision shall be final and binding in the premises.

The membership of said board shall at all times be kept complete, either the operators' or miners' organizations having the right, at any time when a controversy is not pending, to change their representation thereon.

At all hearings before said board the parties may be represented by such person or persons as they may respectively select.

No suspension of work shall take place, by lockout or strike, pending the adjudication of any matter so taken up for adjustment.

Certain matters outside the precise terms of the formal demands in the statement of claim filed by the mine workers have been brought to the attention of the commission which, in its opinion, are germane thereto, and an award upon the same is deemed by it necessary to render more effective the awards already made. These matters have, all of them, been urged at the hearings and in the arguments and have been thoroughly discussed by both sides to the controversy as pertinent to it and as within the jurisdiction of the commission, since they relate to the conditions alluded to in the submission.

The following classes of employees are not included within the provisions of the awards already made, to wit: Superintendents, foremen, assistant foremen, and bosses.

V.—CHECKWEIGHMEN AND CHECK DOCKING BOSSES.

The employment of checkweighmen and check docking bosses would to a great extent relieve the difficulties attending the payment for coal on the basis of a 2,240-pound ton instead of by the car, as desired under the third demand. The chief difficulty of the payment for coal by the car lies in the fact that by such

method the opportunity exists for unfairness on the part of the operators. It is this opportunity which creates irritation and suspicion, and it has been the subject of complaint on the part of the miners for a long time. The commission has striven most assiduously to discover some means by which the opportunity for mistakes or injustice can be removed and thus allay irritation and suspicion, but, as stated, when discussing the third demand of the miners it has felt obliged to leave the methods of payment as they now exist. It does indulge the hope, however, that efforts will be made to secure some improved method of payment by mutual agreement.

The commission also feels that the employment of checkweighmen and check docking bosses will remove to a large degree the suspicions of the miners. This suggestion is fortified by much testimony and by such statistics as are available relative to the percentage of dockage, where coal is paid for by the car, prior to the employment of check docking bosses, and thereafter. The statistics of the experience of three companies which now employ check docking bosses show the following results: Previous to the employment of such check docking bosses the percentage of dockage in the Scranton Coal Co. was for one colliery, 3.11 (of the carloads of coal sent out by the miners); in another colliery, 4.41; and in another, 6.46. Subsequent to the employment of such bosses the percentage of dockage fell to 1.77, 2.39, and 3.13, respectively. In four collieries of the Temple Iron Co. the percentage previous to employment of check docking bosses was in one colliery, 4.94; in another, 7.10; in another, 4.62; and in the fourth, 4.03, as against 2.34, 4.43, 2.08, and 1.29, respectively, after the employment of such bosses. Under the Dolph Coal Co. the dockage was 4.95 per cent previous to the employment of a check docking boss and 3.78 per cent subsequent thereto. These figures show conclusively the satisfactory results to be gained by the employment of check docking bosses. Such employment has materially reduced the amount of dockage charged to the miners for impurities in the coal they send out.

In relation to checkweighman, who are employed where coal is paid for by weight, it is found that there has been some increase in the amount of coal accredited to the miners, as against the amount so accredited before the employment of checkweighmen. The testimony shows that where checkweighmen are now employed the miners are credited with a larger amount of coal for which payment is made than prior to their employment. It may be that the employment of checkweighmen and check docking bosses by the miners influenced them to greater effort to free the coal from impurities.

Of course, it should be understood that wherever coal is paid for by weight the company has a weighmaster who certifies the amount of coal to be paid for, and where coal is paid for by the carload a docking boss, who certifies the amount to be paid for. The checkweighmen and check docking bosses are inspectors employed by the miners themselves to watch the weighing and docking of coal in their interest.

The commission considers the employment of checkweighmen and check docking bosses an important matter, and therefore adjudges and awards: That whenever requested by a majority of the contract miners of any colliery, checkweighmen or check docking bosses, or both, shall be employed. The wages of said checkweighmen and check docking bosses shall be fixed, collected, and paid by the miners in such manner as the said miners shall by a majority vote elect; and when requested by a majority of said miners the operators shall pay the wages fixed for checkweighmen and check docking bosses out of deductions made proportionately from the earnings of the said miners on such basis as the majority of said miners shall determine.

VI.—DISTRIBUTION OF MINE CARS.

For years the miners have made complaint that the mine cars are not equitably distributed, that favoritism is shown in the distribution, and that from various causes they do not get a sufficient number of cars to enable them to earn, in some cases, a fair day's pay. The operators contend that mine cars are distributed as fairly as possible. One of the difficulties in this matter lies in the fact, that it is rare that any colliery is supplied with a sufficient number of cars to keep all the miners constantly employed. It is a difficult matter to adjust, but there seems to be no reason why cars should not be distributed uniformly, so far as the equipment of cars will allow.

The commission, therefore, adjudges and awards: That mine cars shall be distributed among miners, who are at work, as uniformly and as equitably as possible, and that there shall be no concerted effort on the part of the miners or mine workers of any colliery or collieries, to limit the output of the mines or to detract from the quality of the work performed, unless such limitation of the output be in conformity to an agreement between an operator or operators, and an organization representing a majority of said miners in his or their employ.

VII.—MINE CARS.

A considerable portion of the testimony presented by the miners in the hearings before the commission, was devoted to variations in the sizes of the mine cars, much complaint being made that the cars had been gradually increased in size, without an equivalent compensation to the miner. It does not seem to the commission that the latter charge was substantiated, though the fact that several sizes of cars are used in some mines, with the same rate of pay for each, may be considered as a cause for suspicion among the mine workers. It was quite clearly shown that in some cases the miners had somewhat exaggerated ideas of the amount of coal, by weight, the mine cars contained. One witness, who had measured his car and ascertained its cubical contents, expressed the opinion that the car held 4 tons when loaded. It in fact held about $2\frac{1}{2}$ tons. Still, the different sizes of cars, which are in use in some collieries, cause confusion and misunderstanding, and should be avoided whenever possible.

This condition is somewhat complicated by the different prices paid for the same cars in the same collieries. Take, for example, the Maple Hill colliery of the Philadelphia & Reading Coal & Iron Co. In this case only one size of car is used. It contains, water level, 126 cubic feet, and, with 8 inches of topping, 150 cubic feet. Twelve different rates are paid for this one car, the rates varying from 75 cents to \$1.25. These differentials are, of course, due to the variety of conditions under which the miners work. In the Phoenix colliery of the same company four different cars, varying in size from 74.4 to 94 cubic feet, are each paid for at five different prices, ranging from 70 cents to \$1.05. This makes the rate per ton vary from 30 to 56 cents, or nearly 100 per cent. In the Mount Lookout colliery of the Temple Iron Co., four different sizes of cars are used, varying from 80.56 to 93.61 cubic feet. Two rates are paid for mining, 98 cents and \$1.23 per car, according to the working conditions. The result is eight different rates per ton, varying from 42 to 61 cents.

Anthracite coal varies considerably in specific gravity, and the space occupied by different grades and sizes ranges from 36.5 to 43 cubic feet per long ton. For the purposes of this report the average bulk of a long ton of anthracite coal is assumed to be 40 cubic feet. The table given in the appendix presents

a statement of the different sizes of cars used at a number of collieries in the anthracite region, where payment is made by car. It shows the cubical contents to "water level," and also with the usual topping required.¹

These facts make it impossible for the commission to reach a decision relative to the size of cars, without disturbing to too great an extent existing conditions; but in order to make its award relative to an increase of pay effective, it adjudges and awards: That in all cases where miners are paid by the car, the increase awarded to the contract miners is based upon the cars in use, the topping required, and the rates paid per car which were in force on April 1, 1902. Any increase in the size of car, or in the topping required, shall be accompanied by a proportionate increase in the rate paid per car.

VIII.—SLIDING SCALE.

The attention of the commission during the argument was called to a proposition for the establishment of a sliding scale, as a basis of payment or as an adjunct to any general system of payment adopted. It has many attractive features and is, in its essence, a profit-sharing device. The testimony shows that it was in operation for many years in the Lehigh and Schuylkill regions. As it existed in the latter it seems to have given measurable satisfaction. It appears, however, to have had a confessed defect, in that there was no minimum basis of earnings for the miner.

No sliding scale can be of permanent value unless there be established a minimum basis of earnings and a minimum price of the article on which the scale is constructed. The statistics of the prices of coal, f. o. b. New York Harbor, have enabled the commission to arrive at what seems to be a just basis, so far as price is concerned, while the minimum basis of earnings must necessarily be that established in the award.

The commission has not thought it wise to adopt an arrangement for a sliding scale as a substitute for an increase in the compensation of mine workers, and has, accordingly, in its preceding awards, provided for such direct increase as in its judgment is fair to both operator and mine worker, for the period of three years. Therefore, in prescribing the following sliding scale, the commission does not do so with the expectation that it means any immediate addition to the increases already provided for in the earnings and wages of mine workers, or that it necessarily means an increase at all, but with the thought that if in the future the price of coal should become what might be called abnormally high, there might be participation by miners and mine workers in the profits derived from such increased price.

The commission, therefore, adjudges and awards: That the following sliding scale of wages shall become effective April 1, 1903, and shall affect all miners and mine workers included in the awards of the commission:

The wages fixed in the awards shall be the basis of, and the minimum under, the sliding scale.

For each increase of 5 cents in the average price of white ash coal of sizes above pea coal, sold at or near New York, between Perth Amboy and Edgewater, and reported to the Bureau of Anthracite Coal Statistics, above \$4.50 per ton f. o. b., the employees shall have an increase of 1 per cent in their compensation, which shall continue until a change in the average price of said coal works a reduction or an increase in said additional compensation hereunder; but the rate of compensation shall in no case be less than that fixed in the award. That is, when the price of said coal reaches \$4.55 per ton, the com-

¹ See Report of Anthracite Coal Strike Commission, pages 195, 196.

compensation will be increased 1 per cent, to continue until the price falls below \$4.55 per ton, when the 1 per cent increase will cease, or until the price reaches \$4.60 per ton, when an additional 1 per cent will be added, and so on.

These average prices shall be computed monthly, by an accountant or commissioner, named by one of the circuit judges of the third judicial circuit of the United States, and paid by the coal operators, such compensation as the appointing judge may fix, which compensation shall be distributed among the operators in proportion to the tonnage of each mine.

In order that the basis may be laid for the successful working of the sliding scale provided herein, it is also adjudged and awarded: That all coal-operating companies file at once with the United States Commissioner of Labor a certified statement of the rates of compensation paid in each occupation known in their companies as they existed April 1, 1902.

IX.—DISCRIMINATION, LAWLESSNESS, BOYCOTTING, AND BLACKLISTING.

In the letter of the operators, which forms the basis of the submission of issues to this commission, the signatory parties state "that they are not discriminating against the United Mine Workers, but they insist that the miners' union shall not discriminate against or refuse to work with nonunion men." The testimony proved that some discrimination on the part of both operators and union men was made before and after the strike was inaugurated, and even to some extent after it had been declared off. It is difficult, of course, to determine just how far the employers declined to reemploy miners simply because they were members of the union, or just how far the miners themselves refused to work with nonunion men. In the above-mentioned letter it is stated that the understanding is that "the miners will return to work and cease all interference with or persecution of any nonunion men who are working or shall hereafter work."

The testimony does not reveal any considerable amount of interference on the part of members of the union with nonunion men after work had been resumed—that is, after the 23d of October. Nevertheless, it is evident to the commission that discrimination, whether on the part of the operators or of any of their employees, is a serious menace to the discipline of the mines. There is no industry in which discipline is more essential than in mining. The hazardous nature of the work calls for the best discipline; it is to the interest of the employer and the employee to see that it is maintained. Each should aid the other not only in establishing the best methods for securing discipline but in efforts to preserve it. Discrimination and interference weaken all discipline.

Although some reflections on the general subject have been made, no discussion of the conditions prevailing in the anthracite region during the continuance of the late strike, would be adequate, that did not fully deal with the disorder and lawlessness which existed to some extent over the whole region, and throughout the whole period. It is admitted that this disorder and lawlessness was incident to the strike. Its history is stained with a record of riot and bloodshed, culminating in three murders, unprovoked save by the fact that two of the victims were asserting their right to work, and another, as an officer of the law, was performing his duty, in attempting to preserve the peace. Men who chose to be employed, or who remained at work, were assailed and threatened, and they and their families terrorized and intimidated. In several instances the houses of such workmen were dynamited, or otherwise assaulted, and the lives of unoffending women and children put in jeopardy. The armed guards, employed to protect the collieries and the men who worked

them, appear not to have been an unnecessary precaution, and the governor of the State was, as the evidence before the commission shows, justified in calling out the citizen soldiery of the Commonwealth to preserve its peace and vindicate its laws.

The resentment expressed by many persons connected with the strike, at the presence of the armed guards and militia of the State, does not argue well for the peaceable character or purposes of such persons. No peaceable or law-abiding citizen has reason to fear or resent the presence of either.

It is true that exaggerated accounts of the disturbances were published, and there was testimony from reputable witnesses, tending to minimize them, and vouching for the good order of the communities in which such witnesses lived; but these were mainly in the localities where the operators made no attempt to work the collieries. It is also true, and justice requires the statement, that the leaders of the organization which began and conducted the strike, and notably its president, condemned all violence, and exhorted their followers to sobriety and moderation. It would seem, however, that the subordinate local organizations and their leaders, were not so amenable to such counsels as to prevent the regrettable occurrences to which reference has been made.

In making this arraignment we are not unmindful of what appears to be the fact that the mine workers of the anthracite region are, in the main, well-disposed and good citizens of the Commonwealth of Pennsylvania, and that it is in the power of a minority of the less responsible men and boys, together with the idle and vicious, unless properly restrained, to destroy the peace and good order of any community. Absence of protest and of active resistance on the part of the better element means encouragement and license to the class above described. It has been declared by some persons that this state of things is no more than was to be expected in communities where such large numbers of men and boys were idle for so long a time. If this be so, and it is not necessary for our present purpose to traverse the truth of this statement, it affects seriously the responsibility of those leaders of a labor movement who are, in the main, responsible for the inauguration and conduct of a strike.

There can be no doubt that without threats, intimidation, and violence toward those who would otherwise be willing to remain at work, or take the places of those who had ceased to work, the coercion of employers, which a strike always contemplates, would be less potent in compelling acquiescence in its demands. This is the danger point of the whole matter. The law which governs all citizens of a free country alike can make no exceptions. The beneficence of labor unions is acknowledged. Their development, as we view it, has been one of real, though of slow and intermittent, progress to the betterment of labor conditions and to improvement in the relations between employer and employed. All combinations of men, however, to achieve a common purpose have potencies for evil. Such combinations are more than mere aggregations of the rights and powers of the individuals composing them. They become new and powerful entities and factors for good or ill, according to the wisdom or unwisdom with which they are managed and controlled. The strike ordered by a trade-union, which compasses no more than the enforcement of demands previously made, for the supposed benefit of its members, by the cessation from work in the event that those demands are not complied with transgresses no law of a free society, and, whether wise or unwise in inception and purpose, is an exercise of no more than the legal rights that belong collectively or individually to its members.

It is true that the stress thus placed upon employers may constitute a kind of coercion, resulting in some cases in an enforced compliance with the demands of the association or union. Such coercion, however, is not illegal and does

not come within the condemnation of the law. It is the indirect consequence of the legal exercise of the right to work or to cease to work belonging to all men.

But a strike set on foot with the view to the accomplishment of its purpose by intimidation or violence exercised against those who choose to remain at work violates the law from the beginning. Where, however, the strike itself is separable from the illegal violence and intimidation which in many cases accompany it, the legal liability for such violence and intimidation rests alone upon the individuals who commit the act and those who aid, encourage, and abet them. Though no illegality of purpose is imputable to those inaugurating a strike, its existence, if it involve large numbers of men in a single community, tends of itself to produce disorder and lawlessness.

As has been said, the idle and vicious who are in no way connected with the purpose or object of the strike often unite with the less orderly of the strikers themselves in creating the deplorable scenes of violence and terror which have all too often characterized the otherwise laudable efforts of organized labor to improve its conditions. Surely this tendency to disorder and violation of law imposes upon the organization which begins and conducts a movement of such importance a grave responsibility. It has by its voluntary act created dangers, and should therefore be vigilant in averting them. It has, by the concerted action of many aroused passions, which, uncontrolled, threaten the public peace; it therefore owes society the duty of exerting its power to check and confine these passions within the bounds of reason and of law. Such organizations should be the powerful coadjutors of government in maintaining the peace and upholding law. Only so can they deserve and attain the respect due to good citizenship, and only so can they accomplish the beneficent ends which for the most part they were created to attain.

A labor or other organization whose purpose can only be accomplished by the violation of law and order of society has no right to exist.

The right to remain at work where others have ceased to work or to engage anew in work which others have abandoned is part of the personal liberty of a citizen that can never be surrendered, and every infringement thereof merits and should receive the stern denouncement of the law. All government implies restraint, and it is not less, but more, necessary in self-governed communities than in others to compel restraint of the passions of men which make for disorder and lawlessness. Our language is the language of a free people and fails to furnish any form of speech by which the right of a citizen to work when he pleases, for whom he pleases, and on what terms he pleases can be successfully denied. The common sense of our people, as well as the common law, forbids that this right should be assailed with impunity. It is vain to say that the man who remains at work while others cease to work or takes the place of one who has abandoned his work helps to defeat the aspirations of men who seek to obtain better recompense for their labor and better conditions of life. Approval of the object of a strike or persuasion that its purpose is high and noble can not sanction an attempt to destroy the right of others to a different opinion in this respect or to interfere with their conduct in choosing to work upon what terms and at what time and for whom it may please them so to do.

The right thus to work can not be made to depend upon the approval or disapproval of the personal character and conduct of those who claim to exercise this right. If this were otherwise, then those who remain at work might, if they were in the majority, have both the right and power to prevent others who choose to cease to work from so doing.

This all seems too plain for argument. Common sense and common law alike denounce the conduct of those who interfere with this fundamental right of the citizen. The assertion of the right seems trite and commonplace, but that land is blessed where the maxims of liberty are commonplace.

It also becomes our duty to condemn another less violent, but not less reprehensible, form of attack upon those rights and liberties of the citizen, which the public opinion of civilized countries recognizes and protects. The right and liberty to pursue a lawful calling and to lead a peaceable life, free from molestation or attack, concerns the comfort and happiness of all men, and the denial of them means destruction of one of the greatest, if not the greatest, of the benefits which the social organization confers. What is popularly known as the boycott¹ (a word of evil omen and unhappy origin) is a form of coercion by which a combination of many persons seek to work their will upon a single person, or upon a few persons, by compelling others to abstain from social or beneficial business intercourse with such person or persons. Carried to the extent sometimes practiced in aid of a strike, and as was in some instances practiced in connection with the late anthracite strike, it is a cruel weapon of aggression, and its use immoral and antisocial.

To say this is not to deny the legal right of any man or set of men, voluntarily to refrain from social intercourse or business relations with any persons whom he or they, with or without good reason, dislike. This may sometimes be unchristian, but it is not illegal. But when it is a concerted purpose of a number of persons not only to abstain themselves from such intercourse, but to render the life of their victim miserable by persuading and intimidating others so to refrain, such purpose is a malicious one, and the concerted attempt to accomplish it is a conspiracy at common law, and merits and should receive the punishment due to such a crime.

Examples of such "secondary boycotts" are not wanting in the record of the case before the Commission. A young schoolmistress of intelligence, character, and attainments was so boycotted, and her dismissal from employment compelled for no other reason than that a brother, not living in her immediate family, chose to work contrary to the wishes and will of the striking miners. A lad about 15 years old, employed in a drug store, was discharged owing to threats made to his employer by a delegation of the strikers on behalf of their organization, for the reason that his father had chosen to return to work before the strike was ended. In several instances tradesmen were threatened with a boycott—that is, that all connected with the strikers would withhold from them their custom, and persuade others to do so, if they continued to furnish the necessaries of life to the families of certain workmen who had come under the ban of the displeasure of the striking organizations. This was carrying the boycott to an extent which was condemned by Mr. Mitchell, president of the United Mine Workers of America, in his testimony before the Commission, and which certainly deserves the reprobation of all thoughtful and law-abiding citizens. Many other instances of boycott are disclosed in the record of this case.

In social disturbances of the kind with which we are dealing the temptation to resort to this weapon oftentimes becomes strong, but is none the less to be resisted. It is an attempt of many, by concerted action, to work their will upon another who has exercised his legal right to differ with them in opinion and in conduct. It is tyranny, pure and simple, and as such is hateful, no matter

¹ The following-named States have laws which may fairly be construed as prohibiting boycotting: Alabama, Connecticut, Florida, Georgia, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, New Hampshire, New York, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Vermont, and Wisconsin.

whether attempted to be exercised by few or by many, by operators or by workmen, and no society that tolerates or condones it can justly call itself free.

Some weak attempt was made at the hearings to justify the boycotts we have been describing by confusing them with what might be called, for convenience sake, the primary boycott, which consists merely in the voluntary abstention of one or many persons from social or business relations with one whom they dislike. This indeed might amount to a conspiracy at law if the ingredient of malicious purpose and concerted action to accomplish it were present, but whether this be so or not the practical distinction between such a boycott and the one we have been reprobating is clear.

It was attempted to defend the boycott by calling the contest between employers and employees a war between capital and labor, and pursuing the analogies of the word to justify thereby the cruelty and illegality of conduct on the part of those conducting a strike. The analogy is not apt, and the argument founded upon it is fallacious. There is only one war-making power recognized by our institutions, and that is the Government of the United States, and of the States in subordination thereto, when repelling invasion or suppressing domestic violence. War between citizens is not to be tolerated, and can not, in the proper sense, exist. If attempted, it is unlawful and is to be put down by the sovereign power of the State and Nation.

The practices which we are condemning would be outside the pale of civilized war. In civilized warfare women and children and the defenseless are safe from attack, and a code of honor controls the parties to such warfare which cries out against the boycott we have in view. Cruel and cowardly are terms not too severe by which to characterize it.

Closely allied to the boycott is the blacklist, by which employers' of labor sometimes prevent the employment by others of men whom they have discharged. In other words, it is a combination among employers not to employ workmen discharged by any of the members of said combination. This system is as reprehensible and as cruel as the boycott and should be frowned down by all humane men. Happily, there was little evidence of its existence among the operators in the anthracite region, one case only having been distinctly proved, and in that the refusal to employ the tabooed men continued but for a short time. Wherever it is practiced to the extent of being founded upon an agreement or concerted action, it, too, comes within the definition of the crime of conspiracy, and as such should be punished.¹ There is also a civil remedy open to one who suffers from having been blacklisted in an action against those who are a party to it to recover damages compensatory to the injury received.

The commission is fully aware of the difficulties inherent in this subject. It is a psychological matter beyond rules and awards unless the lawmaking power of the community fix a penalty upon boycotting and blacklisting. Even then the various degrees to which the two can be carried elude the enforcement of a statute. The commission is of opinion, however, that there should be a positive utterance on its part relative to discrimination, interference, boycotting, and blacklisting, and this opinion it has put in the form of an award, as follows:

- It is adjudged and awarded: That no person shall be refused employment, or in any way discriminated against, on account of membership or nonmembership in any labor organization, and that there shall be no discrimination against, or interference with, any employee who is not a member of any labor organization by members of such organization.

¹ The United States and the following-named States have laws which may fairly be construed as prohibiting blacklisting: Georgia, Michigan, New Hampshire, New York, Oklahoma, Oregon, Rhode Island, and South Dakota.

X.—DIRECT PAYMENT.

It is the general custom with the companies in the anthracite regions to pay a miner the total amount of the money due him for mining coal, the miner paying his laborer or laborers the amount due them. A contract miner, whose earnings may be practically what he sees fit to make them, within proper limits, engages his own laborer and blows down or cuts the coal, while the laborer loads it into the mine cars, he being paid therefor, on an average, something over one-third of the gross earnings of the miner. At the end of two weeks the money due the miner is handed him in an envelope, with a statement of the amount of coal mined, allowances, etc., and the miner pays his laborer or laborers.

It is contended that on pay day the laborers at times meet at a neighboring saloon, and the miners there pay them, the excuse being that they are not able to make change, and so secure the assistance of the saloon keeper. This may or may not be a grievous complaint, but it could be entirely overcome by the operators paying the miners' laborers direct and at the pay office. The commission therefore adjudges and awards: That all contract miners be required to furnish within a reasonable time before each pay day a statement of the amount of money due from them to their laborers, and such sums shall be deducted from the amount due the contract miner and paid directly to each laborer by the company. All employees when paid shall be furnished with an itemized statement of account.

XI.—LIFE AND CONDITIONS OF THE AWARDS.

The commission further adjudges and awards: That the awards herein made shall continue in force until March 31, 1906; and that any employee, or group of employees, violating any of the provisions thereof, shall be subject to reasonable discipline by the employer; and, further, that the violation of any provision of these awards, either by employer or employees, shall not invalidate any of the provisions thereof.

RECAPITULATION OF AWARDS.

I. The commission adjudges and awards: That an increase of 10 per cent over and above the rates paid in the month of April, 1902, be paid to all contract miners for cutting coal, yardage, and other work for which standard rates or allowances existed at that time, from and after November 1, 1902, and during the life of this award; and also to the legal representatives of such contract miners as may have died since November 1, 1902. The amount of increase under the award due for work done between November 1, 1902, and April 1, 1903, to be paid on or before June 1, 1903.

II. The commission adjudges and awards: That engineers who are employed in hoisting water shall have an increase of 10 per cent on their earnings between November 1, 1902, and April 1, 1903, to be paid on or before June 1, 1903; and a like allowance shall be paid to the legal representatives of such employees as may have died since November 1, 1902; and from and after April 1, 1903, and during the life of the award, they shall have eight-hour shifts, with the same pay which was effective in April, 1902; and where they are now working eight-hour shifts, the eight-hour shifts shall be continued, and these engineers shall have an increase of 10 per cent on the wages which were effective in the several positions in April, 1902.

Hoisting engineers and other engineers and pumpmen, other than those employed in hoisting water, who are employed in positions which are manned

continuously, shall have an increase of 10 per cent on their earnings between November 1, 1902, and April 1, 1903, to be paid on or before June 1, 1903; and a like allowance shall be paid to the legal representatives of such employees as may have died since November 1, 1902; and from and after April 1, 1903, and during the life of the award, they shall have an increase of 5 per cent on the rates of wages which were effective in the several positions in April, 1902; and in addition they shall be relieved from duty on Sundays, without loss of pay, by a man provided by the employer to relieve them during the hours of the day shift.

The commission adjudges and awards: That firemen shall have an increase of 10 per cent on their earnings between November 1, 1902, and April 1, 1903, to be paid on or before June 1, 1903; and a like allowance shall be paid to the legal representatives of such employees as may have died since November 1, 1902; and from and after April 1, 1903, and during the life of the award, they shall have eight-hour shifts, with the same wages per day, week, or month as were paid in each position in April, 1902.

The commission adjudges and awards: That all employees or company men, other than those for whom the commission makes special awards, be paid an increase of 10 per cent on their earnings between November 1, 1902, and April 1, 1903, to be paid on or before June 1, 1903; and a like allowance shall be paid to the legal representatives of such employees as may have died since November 1, 1902; and that from and after April 1, 1903, and during the life of this award, they shall be paid on the basis of a 9-hour day, receiving therefor the same wages as were paid in April, 1902, for a 10-hour day. Overtime in excess of 9 hours in any day to be paid at a proportional rate per hour.

III. The commission adjudges and awards: That during the life of this award the present methods of payment for coal mined shall be adhered to unless changed by mutual agreement.

IV. The commission adjudges and awards: That any difficulty or disagreement arising under this award, either as to its interpretation or application, or in any way growing out of the relations of the employers and employed, which can not be settled or adjusted by consultation between the superintendent or manager of the mine or mines and the miner or miners directly interested, or is of a scope too large to be so settled or adjusted, shall be referred to a permanent joint committee, to be called a board of conciliation, to consist of six persons, appointed as hereinafter provided. That is to say, if there shall be a division of the whole region into three districts, in each of which there shall exist an organization representing a majority of the mine workers of such district, one of said board of conciliation shall be appointed by each of said organizations, and three other persons shall be appointed by the operators, the operators in each of said districts appointing one person.

The board of conciliation thus constituted shall take up and consider any question referred to it as aforesaid, hearing both parties to the controversy, and such evidence as may be laid before it by either party; and any award made by a majority of such board of conciliation shall be final and binding on all parties. If, however, the said board is unable to decide any question submitted or point related thereto, that question or point shall be referred to an umpire, to be appointed, at the request of said board, by one of the circuit judges of the third judicial circuit of the United States, whose decision shall be final and binding in the premises.

The membership of said board shall at all times be kept complete, either the operators' or miners' organizations having the right at any time when a controversy is not pending to change their representation thereon.

At all hearings before said board the parties may be represented by such person or persons as they may respectively select.

No suspension of work shall take place, by lockout or strike, pending the adjudication of any matter so taken up for adjustment.

V. The commission adjudges and awards: That whenever requested by a majority of the contract miners of any colliery, checkweighmen or check docking bosses, or both, shall be employed. The wages of said checkweighmen and check docking bosses shall be fixed, collected, and paid by the miners in such manner as the said miners shall by a majority vote elect; and when requested by a majority of said miners, the operators shall pay the wages fixed for checkweighmen and check docking bosses out of deductions made proportionately from the earnings of said miners, on such basis as the majority of said miners shall determine.

VI. The commission adjudges and awards: That mine cars shall be distributed among miners, who are at work, as uniformly and as equitably as possible, and that there shall be no concerted effort on the part of the miners or mine workers of any colliery or collieries, to limit the output of the mines or to detract from the quality of the work performed, unless such limitation of output be in conformity to an agreement between an operator or operators, and an organization representing a majority of said miners in his or their employ.

VII. The commission adjudges and awards: That in all cases where miners are paid by the car, the increase awarded to the contract miners is based upon the cars in use, the topping required, and the rates paid per car which were in force on April 1, 1902. Any increase in the size of car, or in the topping required, shall be accompanied by a proportionate increase in the rate paid per car.

VIII. The commission adjudges and awards: That the following sliding scale of wages shall become effective April 1, 1903, and shall affect all miners and mine workers included in the awards of the commission:

The wages fixed in the awards shall be the basis of and the minimum under the sliding scale.

For each increase of 5 cents in the average price of white ash coal of sizes above pea coal, sold at or near New York between Perth Amboy and Edgewater, and reported to the Bureau of Anthracite Coal Statistics, above \$4.50 per ton f. o. b., the employees shall have an increase of 1 per cent in their compensation, which shall continue until a change in the average price of said coal works a reduction or an increase in said additional compensation hereunder; but the rate of compensation shall in no case be less than that fixed in the award. That is, when the price of said coal reaches \$4.55 per ton, the compensation will be increased 1 per cent, to continue until the price falls below \$4.55 per ton, when the 1 per cent increase will cease, or until the price reaches \$4.60 per ton, when an additional 1 per cent will be added, and so on.

These average prices shall be computed monthly, by an accountant or commissioner, named by one of the circuit judges of the third judicial circuit of the United States, and paid by the coal operators, such compensation as the appointing judge may fix, which compensation shall be distributed among the operators in proportion to the tonnage of each mine.

In order that the basis may be laid for the successful working of the sliding scale provided herein, it is also adjudged and awarded: That all coal-operating companies file at once with the United States Commissioner of Labor, a certified statement of the rates of compensation paid in each occupation known in their companies, as they existed April 1, 1902.

IX. The commission adjudges and awards: That no person shall be refused employment, or in any way discriminated against on account of membership or nonmembership in any labor organization; and that there shall be no discrimination against, or interference with, any employee who is not a member of any labor organization by members of such organization.

X. The commission adjudges and awards: That all contract miners be required to furnish within a reasonable time before each pay day, a statement of the amount of money due from them to their laborers, and such sums shall be deducted from the amount due the contract miner, and paid directly to each laborer by the company. All employees when paid shall be furnished with an itemized statement of account.

XI. The commission adjudges and awards: That the awards herein made shall continue in force until March 31, 1906, and that any employee, or group of employees, violating any of the provisions thereof, shall be subject to reasonable discipline by the employer; and, further, that the violation of any provision of these awards, either by employer or employees, shall not invalidate any of the provisions thereof.

GENERAL RECOMMENDATIONS.

Enforcement of Law and Protection of Property.

The commission thinks that the practice of employing deputies, upon the request and at the expense of employers, instead of throwing the whole responsibility of preserving peace and protecting property upon the county and State officers, is one of doubtful wisdom, and perhaps tends to invite conflicts between such officers and idle men, rather than to avert them. Peace and order should be maintained at any cost, but should be maintained by regularly appointed and responsible officers and deputies, at the expense of the public, and reenforced as strongly as may be necessary by public authorities rather than by guards hired by corporations or individuals. The fact that deputies are, to all intents and purposes, the employees of one of the parties, usually works injury to the cause in which they are engaged—that of preserving peace and protecting property.

The employment of what are known as "coal and iron policemen" by the coal-mining companies, while a necessity as things are, militates against the very purpose for which they are employed. Although the testimony before the commission proved that, as a whole, the coal and iron policemen were men of good character, there were a sufficient number of bad characters, taken from cities, to discredit the efforts of the whole body. The employment of this body of police is authorized by law, but they are really the employees of the coal companies, and thus do not secure the respect and obedience to which officers of the law are entitled. Their presence is an irritant, and many of the disturbances in the coal regions during the late strike grew out of their presence. Should this matter be remedied by legislation, so that the laws could be enforced and peace preserved by a regularly constituted constabulary, appointed and paid by the county or State, the commission believes that much of the disorder which accompanies strikes would be avoided.

Employment of Children.

Another subject, not a matter of submission, but concerning which much testimony was offered, is that of the employment of children. Boys are employed in the breakers. The attention of the commission was called to the

painful fact that in other industries boys and girls are employed and work long hours both day and night. While the law prescribes the ages at which boys may be employed in and around the mines and at which children may be employed in factories or mills, it appears from the evidence that the age is not placed sufficiently high. Infancy should be protected against the physical and moral influences of such employment, and there ought to be a more rigid enforcement of the laws which now exist.

Compulsory Investigation.

Your letter of October 23, 1902, stated that you had appointed the undersigned "a commission to inquire into, consider, and pass upon the questions in controversy in connection with the strike in the anthracite region, and the causes out of which the controversy arose," and also enjoined upon us to make the "endeavor to establish the relations between the employers and the wageworkers in the anthracite fields on a just and permanent basis, and, as far as possible, to do away with any causes for the recurrence of such difficulties as those which you have been called in to settle."

We believe that the awards we have made, and which are herewith submitted, will accomplish, certainly during their life, the high aims contemplated in your letter. Faithful adherence to the terms of the awards can not fail to accomplish this; but in order to secure the public against long-continued controversy and to make a coal famine or a famine in any other direction practically impossible, we deem it essential that there should be some authority to conduct just such investigations as that you called upon us to make.

There are some who have urged the commission to recommend the adoption of compulsory arbitration, so called, as the means of securing this desired result, but we can not see our way to recommend any such drastic measure. We do not believe that in the United States such a system would meet with the general approval or with success. Apart from the apparent lack of constitutional power to enact laws providing for compulsory arbitration, our industries are too vast and too complicated for the practical application of such a system.

We do believe, however, that the State and Federal Governments should provide the machinery for what may be called the compulsory investigation of controversies when they arise. The States can do this, whatever the nature of the controversy. The Federal Government can resort to some such measure when difficulties arise by reason of which the transportation of the United States mails, the operations, civil or military, of the Government of the United States, or the free and regular movement of commerce among the several States and with foreign nations, are interrupted or directly affected, or are threatened with being interrupted or affected.

The Federal Government has already recognized the propriety of action under the circumstances just cited, as evidenced in the act creating boards of arbitration or commission for settling controversies and differences between railroad corporations and other common carriers engaged in interstate or territorial transportation of property or persons and their employees, approved October 1, 1888. Under that act, when such controversies and differences arose, the President was authorized, on the application of either of the contestants, to appoint a commission of three members to investigate the causes surrounding the difficulty. That act was cumbersome in its provisions and was repealed by an act approved June 1, 1898, entitled "An act concerning carriers engaged in interstate commerce and their employees."

The provisions of the act first cited were applied at the time of the Chicago strike, so called, of 1894. There has been no resort to the act of June 1, 1898, which simply provides, so far as the Federal Government is concerned, that the chairman of the Interstate Commerce Commission and the Commissioner of Labor shall, upon the request of either party to a controversy coming under the terms of the act, with all practicable expedition put themselves in communication with the parties to such controversy and shall use their best efforts, by mediation and conciliation, to settle the same amicably, and that if such effort shall be unsuccessful they shall at once endeavor to bring about an arbitration of the controversy in accordance with the provisions of the act. The duties of these officials then cease, except where there is no choice of a referee by the parties selected as arbitrators. Then the commissioners named have power to designate the third arbitrator. Thus the principle of Federal interference, through investigation, has been established by these acts of Congress.

We print in the appendix a paper by Charles Francis Adams, read before the American Civic Federation in New York December 8, 1902, in which he outlined a proposed "act to provide for the investigation of controversies affecting interstate commerce, and for other purposes."¹ This proposition is that the President, whenever within any State or States, Territory or Territories of the United States a controversy concerning wages, hours of labor, or conditions of employment shall arise between an employer and the employees or association or combination of employees of an employer, by which the free and regular movement of commerce among the several States and with foreign nations is, in his judgment, interrupted or directly affected, or threatened with being so interrupted or directly affected, shall, in his discretion, inquire into the same and investigate the causes thereof and to this end may appoint a special commission, not exceeding seven in number, of persons in his judgment specially qualified to conduct such an investigation. The proposed act consists of 11 sections and makes provision for all methods of procedure, rules, etc., requisite for its being carried into effect.

With a few slight modifications such an act would, in the opinion of the commission, meet just such an emergency as that which arose last summer in the anthracite coal regions, and we submit it to you for your consideration. A similar act might be passed by the States not now having the machinery for the rigid investigation of labor troubles. Some of the State boards of arbitration have the right to make such investigation, but others are limited simply to the consideration of controversies when voluntarily submitted to them by the parties concerned.

These suggestions are reinforced through the consideration of a matter somewhat without the scope of our inquiries, but which during their progress has pressed itself upon the attention of the commission, and that is the apparent lack of a sense of responsibility to the public at large manifested by both operators and mine workers in allowing the controversy between them to go to such an extent as to entail upon millions of their fellow citizens the cruel suffering of a fuel famine.

In the opinion of the commission the questions involved in this controversy were not of such importance as to justify forcing upon the public consequences so fraught with danger to the peace and good order as well as to the well-being and comfort of society. If neither party could have made concessions to avoid a result so serious an arbitration would have prevented the extremity which was reached. Undoubtedly the proposition that the men who own the property and carry on the business must control it is generally true, and its maintenance

¹ See Report of Anthracite Coal Strike Commission, pp. 243-251.

is necessary to the political and economic welfare of society;—but it is also true that where a business is of such magnitude and its physical conditions are such as to constitute a natural monopoly it is affected with a public interest that can not be ignored by those who control it.

The commission trusts that when the time during which its awards are to remain in force shall have elapsed the relations of operator and employee will have so far improved as to make impossible such a condition as existed throughout the country in consequence of the strike in the anthracite region. Nevertheless the public has the right when controversies like that of last year cause it serious loss and suffering to know all the facts and so be able to fix the responsibility. In order to do this power must be given the authorized representatives of the people to act for them by conducting a thorough investigation into all the matters involved in the controversy. This, of course, applies only to those cases where great public interests are at stake. It should not apply to petty difficulties or local strikes.

The chief benefit to be derived from the suggestion herein made lies in placing the real facts and the responsibility for such condition authoritatively before the people, that public opinion may crystallize and make its power felt. Could such a commission as that suggested have been brought into existence in June last we believe that the coal famine might have been averted; certainly the suffering and deprivation might have been greatly mitigated.

All of which is respectfully submitted.

GEO. GRAY.
CARROLL D. WRIGHT.
JOHN M. WILSON.
JOHN L. SPALDING.
EDGAR E. CLARK.
THOMAS H. WATKINS.
EDWARD W. PARKER.

APPENDIX C.—AGREEMENTS SUPPLEMENTAL TO THE AWARD OF THE ANTHRACITE COAL STRIKE COMMISSION OF 1903.

AGREEMENT.

May 7, 1906.

Whereas, pursuant to letters of submission signed by the undersigned in 1902, "all questions at issue between the 'respective companies and their own employees whether they belong to a union or not' were submitted to the Anthracite Coal Strike Commission to decide as to the same and as to 'the conditions of employment between the respective companies and their own employees,' and the said strike commission under date of March 18, 1903, duly made and filed its award upon the subject matter of the submission and provided that said award should continue in force for three years from April 1, 1903, and the said period has expired.

"Now, therefore, it is stipulated between the undersigned, in their own behalf and so far as they have powers to represent any other parties in interest, that the said award and the provisions thereof and any action which has been since taken pursuant thereto, either by the conciliation board or otherwise, shall be extended and shall continue in force for three years from April 1, 1906, namely, until March 31, 1909, with like force and effect as if that had been originally prescribed as its duration.

"That work shall be resumed as soon as practicable, and that all men who have not committed violence to person or property shall be reemployed in their old positions."

GEORGE F. BAER.
E. B. THOMAS.
W. H. TRUESDALE.
DAVID WILLCOX.
JOHN B. KERR.
MORRIS WILLIAMS.
JOS. L. CAKE.
JOHN MITCHELL.
T. D. NICHOLLS.
JOHN T. DEMPSEY.
W. H. DETTREY.
JOHN P. GALLAGHER.
JOHN FAHY.

AGREEMENT.

April 29, 1909.

Whereas, pursuant to letters of submission signed by the parties interested in 1902, "all questions at issue between the respective companies and their own employees whether they belong to a union or not," were submitted to the Anthracite Coal Strike Commission to decide as to the same and as to "the conditions of employment between the respective companies and their own employees," and the said strike commission under date of March 18, 1903, duly made and filed its award upon the subject matter of submission and provided that the said award should continue in force for three years from April 1, 1903, and the said period has expired,

And whereas, by agreement dated May 7, 1906, it was stipulated that "the said award and the provisions thereof and any action which has been since taken pursuant thereto, either by the conciliation board or otherwise, shall be extended and shall continue in force for three years from April 1, 1906, namely, until March 31, 1909, with like force and effect as if that had been originally prescribed as its duration,"

Now, therefore, it is stipulated between the undersigned, in their own behalf and so far as they have power to represent any other parties in interest, that the said award and provisions thereof and any action which has been taken pursuant thereto, either by the conciliation board or by written agreement between the representatives of the employers and employees, shall be extended and shall continue in force for three years from April 1, 1909, namely, until March 31, 1912, with like force and effect as if that had been originally prescribed as its duration.

It is further covenanted and agreed as follows, viz:

First. The rates which shall be paid for new work shall not be less than the rates paid under the strike commission's award for old work of a similar kind or character.

Second. The arrangement and decisions of the conciliation board permitting the collection of dues on company property and the posting of notices thereon shall continue during the life of this agreement.

Third. An employee discharged for being a member of a union shall have a right to appeal his case to the conciliation board for final adjustment.

Fourth. Any dispute arising at a colliery under the terms of this agreement must first be taken up with the mine foreman and superintendent by the employee, or committee of employees directly interested, before it can be taken up with the conciliation board for final adjustment.

Fifth. The employees shall issue pay statements designating the name of the company, the name of employee, the colliery where employed, the half month, the amount of wages, and the class of work performed.

On behalf of the anthracite operators:

GEO. F. BAER.
E. B. THOMAS.
W. H. TRUESDALE.
L. F. LOREE.
T. P. FOWLER.
MORRIS WILLIAMS.
JOSEPH L. CAKE.

On behalf of the representatives of the anthracite mine workers:

E. S. MCCOLLOUGE.
ADAM RYSCAVAGE.
JOHN T. DEMPSEY.
JOHN J. WATERS.
ANDREW MATTL.
JOHN FAHY.
GEORGE W. HARTLEIN.

AGREEMENT.

This agreement made this 20th day of May, 1912, between the undersigned, as follows:

1. That the terms and conditions awarded by the Anthracite Coal Strike Commission and supplemented by the agreements subsequent thereto be continued for a further period of four (4) years ending March 31, 1916, except in the following particulars, to wit:

(a) The contract rates and wage scales for all employees shall be increased ten per cent over and above the contract rates and wage scales established by the Anthracite Coal Strike Commission as effective April 1st, 1903. The provisions of the sliding scale are by mutual consent abolished.

(b) All contract miners and laborers when working on consideration shall be paid not less than the rate paid company miners and laborers at the mine where the work is being performed.

(c) There shall be an equitable division of mine cars as set forth in the award of the Anthracite Coal Strike Commission and the decisions of the conciliation board; and further, the rates paid by any contract miner to his employees shall not be less than the standard rate for that particular class of work.

(d) At each mine there shall be a grievance committee consisting of not more than three employees, and such committee shall under the terms of this agreement take up for adjustment with the proper officials of the company all grievances referred to them by employees who have first taken up said grievance with the foremen and failed to effect proper settlement of the same. It is also understood that the member of the board of conciliation elected by the mine workers' organization or his representatives may meet with the mine committee and company officials in adjusting disputes. In the event of the mine

committee failing to adjust with the company officials any grievance properly referred to them they may refer the grievance to the members of the Board of Conciliation in their district for adjustment, and in case of their failure to adjust the same they shall refer the grievance to the Board of Conciliation for final settlement, as provided in the award of the Anthracite Coal Strike Commission and the agreements subsequent thereto, and whatever settlement is made shall date from the time the grievance is raised.

(e) Contract miners shall have the right to employ checkweighmen and check-docking bosses, as provided by the award of the Anthracite Coal Strike Commission and the decisions of the Board of Conciliation, and when so employed their rights shall be recognized and they shall not be interfered with in the proper performance of their work; provided they do not interfere with the proper operation of the colliery. Checkweighmen and check-docking bosses shall be elected by contract miners in meeting assembled specifically for that purpose, and for such term as said miners may determine, and the chairman and secretary of said meeting shall certify such election to the mine foreman.

(f) For the purpose of facilitating the adjustment of grievances, company officials at each mine shall meet with the grievance committee of employees and prepare a statement setting forth the rates of compensation paid for each item of work April 1st, 1902, together with the rates paid under the provisions of this agreement and certify the same to the Board of Conciliation within sixty days after the date of this agreement.

On behalf of the anthracite operators:

GEO. F. BAER,
E. B. THOMAS,
W. H. TRUESDALE,
L. F. LOREE,
F. D. UNDERWOOD,
MORRIS WILLIAMS,
J. B. DICKSON,
J. L. CAKE,
A. MABKLE,
PEECY C. MADEIRA.

On behalf of the anthracite mine workers' organization:

JOHN T. DEMPSEY,
JOHN M. MACK,
JOHN FALLON,
THOMAS KENNEDY,
ANDREW MATTI,
NEAL J. PERRY,
JOHN FAHY,
THOS. J. RICHARDS,
MARTIN A. NASH,
JOHN P. WHITE.

APPENDIX D.—PLAN PROPOSED BY ANTHRACITE COAL STRIKE COMMISSION IN 1903 FOR TRADE AGREEMENTS.¹

In considering the subject cognizance must be taken of the fact that the union now exists and that two bitter struggles, accompanied by suffering, loss, and inconvenience to thousands, have been experienced through its efforts to secure recognition. The ultimate results of the work of this commission will fall

¹ Quoted from Report of the Anthracite Coal Strike Commission, pp. 227-229.

short of the hopes of its members if the good effects of its existence and labors end with the date upon which the binding effect of the award expires.

The commission hopes that during the life of the award those on both sides of the recent controversy will do all in their power to encourage and establish relations of business confidence between each other under which the employees will feel that the employer has a real interest in the employee, and the employer will feel that the employees have an interest in the welfare of the company and the industry.

With the establishment of such relations and the building of such foundations it will not be difficult to erect the superstructure on the following general plan which is recommended by the commission:

First. An organization of anthracite mine workers, governed by the anthracite mine workers and free from control or dictation of bituminous mine workers.

This can be effected by making the anthracite mine workers a separate department of the union or by such other modification of rules and laws as will best effect the purpose.

Second. All workers in and about the anthracite mines, excepting foremen, assistant foremen, and other bosses, clerks, and office employees, to be eligible to membership in the organization and entitled to its privileges and benefits: *Provided*, That boys under 21 years of age should not have voice or vote on propositions pertaining to strikes.

Third. A local body of the organization for each colliery, composed of the employees of that colliery and officered by officers chosen by them from their own ranks.

Fourth. A local committee in each local composed of its own members, employees of the colliery, whose duty it shall be to seek adjustment, at the hands of the local officials, of any local complaints which the local may refer to the committee and which the aggrieved member is unable to adjust with his immediate superior officer.

Fifth. A general committee for each company's employees composed of one representative from each colliery, if there be three or more collieries. If less than three collieries, the general committee to be composed of two or three members from each colliery.

Complaints which local committees are unable to adjust to be referred to the general committee, which should have authority to dismiss or settle the complaint and have their decision binding upon the organization and its members.

General committees to seek adjustments of complaints at the hands of the general officers of the employing company.

If the general officers of the company and the general committee are unable to reach an agreement, the general committee should have the right to call into the conference, to assist and advise them, such general officer of the organization as may be selected and to whom such duties are delegated, regardless of whether or not such general officer is an employee of the company interested.

Sixth. Agreements between the organization and the employers of its members governing terms or conditions of employment should provide that any matter in dispute which the general officers of the company and the general committee of the organization, accompanied by their general officer, are unable to reach an adjustment of shall be submitted to fair arbitration, the award to be accepted by both.

Seventh. No strike to be inaugurated until the committees and officers of the organization have complied with all their rules and have exhausted all other honorable efforts to reach an agreement and have failed, nor then until pro-

posal to strike has been submitted to all the members employed in that colliery or by that company who are entitled to vote on strike questions, and two-thirds of them have voted by ballot in favor of the proposal.

Eighth. With the inauguration of this plan all mine workers in the anthracite field who are eligible to membership should be permitted to become members, regardless of past differences or prejudices. After that, admission should be by such rules as may be adopted.

Ninth. The organization to be governed by a constitution framed and enacted by a delegate convention in which each local should be entitled to one delegate. The same convention should adopt proper by-laws and elect the general officers, unless the rules adopted provide for selecting the officers in some other manner.

Tenth. The general officers to be charged with the duty of administering the laws, rules, and affairs of the organization, and to be given power to discipline locals by revoking charters, or in other proper manner, when such locals fail to observe the laws and rules of the organization or fail to require compliance with those laws and rules on part of their members.

This plan contemplates fair, frank, and honest dealings, as well as perfect good faith in all things, between the employer and the employee. It intends that the rights of each shall be fully recognized and carefully considered and preserved. It provides for consideration of any case in which an employee is thought to have been unjustly disciplined by the employer, and for appeal of such cases to higher officials if desired. It does not, however, contemplate any improper or undue interference with the conduct of the business or with the exercise of authority and administration of discipline by the officers of the company.

It gives full recognition of the right of the employees to organize and to be represented by and heard through their organization. It requires that the same recognition will be given to the rights of the employer by the employees. It renders unnecessary any laws or rules which are based on the assumption that the employer is antagonistic to the organization, hence none such should exist under it.

It removes all necessity for secrecy as to the personnel of the membership. It is founded in the principle of mutual interests and mutual efforts to serve such interests. While each will naturally look after his own interests, within proper limits, each can and should also have and exercise an interest in the other's welfare and success.

The plan recognizes that no organization can consistently assume to bargain for the employees of any company unless such organization fairly and actually represents a clear majority of such employees by having them as bona fide members. It does not mean that if there be a minority of employees, who, for reasons of their own, refrain from becoming members, such minority shall be prevented from working or interfered with in their work. If they are willing to work under the conditions fixed for the colliery, their right to pursue their way unmolested should be guaranteed.

In connection with the establishment of this method, it is believed that it would be profitable and wise for the organization to establish a death and accident fund on lines similar to those followed by trades unions which successfully operate such funds. If the benefits are made to cover sickness, so much the better.

The organization could also find a useful field in applying its efforts in direction of healthy legislation on subjects affecting the work of its members or the industry in which they are employed. While caring for their own interests they could lend a helping hand to the employer in this connection by promoting his interests when not detrimental to their own.

Collective bargaining and trade agreements, as herein suggested, should bring with them guarantees of exemption from the complications and troubles which present themselves in the absence of such bargaining, especially sympathetic strikes; these should be guarded against in the agreements. The success of such plan depends upon the spirit which is entertained by the parties to it. The integrity of the trade agreement should be rigidly upheld and sustained. Its plain terms should be inviolable during the life of the agreement. Differences of opinion are bound to arise, but with a proper desire actuating both sides and an agreement to refer such differences to arbitration if necessary, the guaranties of peace and pleasant relations seem adequate.

APPENDIX E.—DEMANDS OF UNITED MINE WORKERS, 1915.

The demands of the United Mine workers to be presented to the anthracite coal operators for an agreement effective from April 1, 1916, were adopted at the convention held in Wilkes-Barre, Pa., in August, 1915.

The full list of demands adopted by the convention follows:

1. We demand that the next contract be for a period of two years, commencing April 1, 1916, and ending March 31, 1918, and that the making of individual agreements and contracts in the mining of coal shall be prohibited.

2. We demand an increase of 20 per cent on all wage rates now being paid in the anthracite coal fields.

3. We demand an eight-hour workday for all day labor employed in and around the mines, the present rates to be the basis upon which the advance above demanded shall apply, with time and half time for overtime and double time for Sundays and holidays.

4. We demand full and complete recognition of the United Mine Workers of America in districts 1, 7, and 9, anthracite.

5. We demand a more simplified, speedy, and satisfactory method of adjusting grievances.

6. We demand that no contract miner shall be permitted to have more than one working place.

7. We demand that the selling price of coal-mining supplies to miners be fixed on a more equitable and uniform basis.

8. We demand that wherever coal shall be mined on the car basis it shall be weighed and be paid for on a mine-run basis by the ton of 2,240 pounds, and all refuse cleaned from the coal (either gobbled or loaded) shall be paid for on at least an equal basis as is paid for the coal.

9. We demand a readjustment of the machine mining scale to the extent that equitable rates and conditions shall obtain as a basis for this system.

10. We demand that the arrangements of detailed wage scales and the settlement of internal questions, both as regards prices and conditions, be referred to representatives of the operators and miners of each district to be adjusted on an equitable basis.

APPENDIX F.—SELECT LIST OF REFERENCES ON COLLECTIVE BARGAINING IN THE ANTHRACITE FIELD.

Alvard, Harry C.: History of Anthracite Coal Strike. Chronological list of principal events. Of doubtful authority.

Annual reports of anthracite coal-carrying railroads: Data relating to cost of production, prices, and effect of strikes, etc., from operators' point of view. See especially addresses of E. B. Thomas to stockholders of Lehigh Valley Railroad, 1907 and 1908.

- Anthracite Coal Strike Commission:** Report to the President on the anthracite coal strike of May–October, 1902. Sen. Doc. 6, 58th Congress, special session. Gives awards and report of commission in full.
 Proceedings, 1902, 1903. 51 volumes in typewritten form. In Library of Congress and Johns Hopkins University library.
- Baer, George F.:** Argument before Anthracite Coal Strike Commission, 1902. Published separately.
 Testimony in case of U. S. v. Reading Co., the Philadelphia & Reading Co., et al. Transcript of record, U. S. Supreme Court, Oct. term, 1911, No. 477, Vol. V. Very valuable in throwing light on questions of cost of production of anthracite coal.
- Board of conciliation, reports of (anthracite):** Compilation of Grievances, 1903–1906; 1906–1909; 1909–1912; 1912–1913. Published in 4 volumes. Gives each case in detail. Vol. I contains recapitulation showing disposition of grievances and length of time in disposing of them.
 Decisions of Umpire in Grievances Nos. 211, 214, 226, 236, 239, 242, and 245, and in re Sliding Scale for March, 1912. Published in separate pamphlets by the board.
- Bureau of Labor Statistics (U. S.):** Anthracite coal strike of 1902, letters and other documents relating to. Bulletin No. 43.
 Increase in Prices of Anthracite Coal following the Wage Agreement of 1912. House Doc. 1442, 62d Cong., 3d sess. Pursuant to House Res. 578, Chapter I. Results to the anthracite mine workers of the settlement of May 20, 1912. Other chapters contain data relating to the cost, production, and prices of anthracite coal.
 Report of Anthracite Coal Strike Commission. Bulletin 46, May, 1903.
 Retail price bulletins. Prices of anthracite coal (retail).
- Chaplin, Herman W.:** Coal Mines and the Public, 1902. A discussion of the strikes from the viewpoint of the consumer.
- Coal Trade Journal:** Editorial, "Anthracite coal production, 1907," reprinted in pamphlet form. Also contemporaneous issues. Gives a clear statement of the factors that, from the operators' point of view, increase the cost of producing anthracite coal.
- Commission on Industrial Relations (U. S.):** Hearings on collective bargaining, conciliation, and arbitration, week of April 6, 1914, Washington, D. C. Testimony of John Mitchell, pp. 3–99; Frank J. Hayes, pp. 173–200; and Samuel Gompers, pp. 1094–1190, relate in part to collective bargaining in the anthracite field.
- Conference proceedings:** 1906, 1909, and 1912, proceedings of conferences between anthracite coal operators and the mine workers' representatives. In typewritten form, in the office of the secretary of the Anthracite Conciliation Board, Hazleton, Pa.
- Culin, Stewart:** A trooper's Narrative of Service in the Anthracite Coal Strike of 1902.
- Cunniff, M. G.:** World's Work, July, 1902, pp. 2342–2343. Discusses the anthracite coal strike of 1902.
- Durand, E. Dana:** The Anthracite Coal Strike. Political Science Quarterly, XVIII, 390. Discusses the 1903 award in detail, with brief account of prior events.
- Geological Survey (U. S.):** Mineral Resources of the United States, published annually. The Production of Coal, by Edward W. Parker. Gives statistics of production and strikes and reviews the history of the industry year by year. See sub-titles in "Labor statistics," "Strikes and suspensions," and anthracite, under "Pennsylvania."

Geological Survey—Continued.

- Twenty-second Annual Report, containing a report on the Pennsylvania anthracite field, by H. H. Steck. Data given on the concentration of control by large corporations and transportations.
- Graves, Louis: **A Prevention of Strikes: Work of the anthracite conciliation board.** Review of Reviews, March, 1912, pp. 322, 325. Descriptive in a very general way of the origin, work, and personnel of the anthracite conciliation board.
- Griffith, William, and Eli T. Connor: **Our Anthracite Coal and its Conservation.** Reprinted from original communications, Eighth International Congress of Applied Chemistry, Vol. XXIV. Supply of anthracite coal and methods of conservation—Data obtained in geological survey of Pennsylvania.
- Immigration Commission (U. S.): **Anthracite Coal Mining.** Part 19, Immigrants in Industries, prepared under the direction of W. Jett Lauck (Report of the Immigration Commission, Vol. 16, pp. 518-740). Part I, General Survey of Anthracite Coal Mining Industry; part II, The Anthracite Coal Mining Industry in a Representative Community.
- Literary Digest, The: Excerpts from newspapers relating to the strikes of 1900 and 1902, in issues of that period. Valuable in affording evidence of public opinion as expressed in the public press, and data on incidents and events of the strikes and their settlement.
- Mitchell, John: **Organized Labor.** Chapters XL to XLV inclusive are devoted to a history and discussion of the strike of 1902.
- Testimony before U. S. Commission on Industrial Relations at hearing on Collective Bargaining, Conciliation and Arbitration, Washington, April 6, 1914, affords some data and opinion on the anthracite agreement.
- Nicholls, T. D.: **The Anthracite Board of Conciliation.** Annals of the Academy of Political and Social Science, September, 1910, pp. 112-118. Discusses difficulties of the Anthracite Board of Conciliation and gives its history and a description of its methods.
- Outlook, The: Editorial comment in various issues during 1900, 1902, 1903, 1904, 1909, 1912.
- Review of Reviews: Editorial comment, 1902 and 1903. Gives a very clear account and discussion of the 1902 strike, the causes leading up to it, the factors and methods of settlement, although extremely antioperative, at some length.
- Ripley, W. Z.: **World's Work,** Nov., 1903, p. 4097. Gives statistics of union membership.
- Roberts, Peter: **Anthracite Coal Industry.** Results of 1900 strike. Computation of the wage advance in terms of actual earnings. History of labor movement up to 1902.
- Anthracite Coal Communities. Description of conditions of working and living among miners in anthracite field.
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