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M I S C E L L A N E O U S S E R I E S

**LABOR RELATIONS IN THE
FAIRMONT, WEST VIRGINIA
BITUMINOUS COAL FIELD**

By **BORIS EMMET**



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INTRODUCTION.

By act of Congress, approved September 22, 1922, the United States Coal Commission was created for the purpose of ascertaining the facts about the coal industry of the United States. The fact finding became necessary largely as a result of periodic interruptions in the production of coal occasioned by national and regional strikes. "There can be no doubt," says the preliminary report of the coal commission, dated January 4, 1923, "that two of the three periods of high prices since 1916 have been caused largely by labor troubles." These two periods are referred to by the commission as periods of "runaway prices." One such period covered the time between November, 1919, and the latter part of 1920, and was originally caused by a nation-wide strike of miners, which began November 1, 1919. The commission's report on January 4, 1923, was made during the other period of "runaway prices." The high prices of this latter period were occasioned by the 1921 suspension, which terminated production in two-thirds of the bituminous coal fields of the United States.

The labor question in the soft-coal industry is, therefore, of paramount social interest. The public is most interested to know how fair and just are the relations between the coal operators and the miners. Because of the variety of systems practiced in the handling of labor, the Fairmont field offers an unusual opportunity for an analysis of the labor policies in the soft-coal industry. The bulk of the Fairmont field operates under a collective bargaining agreement between the employers, organized as the Northern West Virginia Coal Operators' Association, and the employees, as members of the United Mine Workers of America. A small but significant group of mines is working under a system of collective bargaining between the operator and his own employees, organized as a company union. Still another, though small, part of the field is working under the system of individual bargaining. This study is intended to bring out the nature and workings of these three systems from the point of view of operator, miner, and the public.

The information upon which this report is based was secured through an intensive investigation in the field in the summer of 1923.

Interviews and conferences were held with officials of District No. 17, United Mine Workers of America, as well as with the union officials in subdistricts 3 and 4 of district No. 17, with a great number of union bank, or pit, committees, and with numerous individual miners. Information was also secured from the officers of the Northern West Virginia and the Monongahela coal operators' associations and through the former's labor commissioner.

Numerous local executives were interviewed. A careful study was made of the minutes of the proceedings of the Joint Board of Review provided for by the scale agreement between the United Mine Workers of America and the Northern West Virginia Coal Operators' Association. A detailed analysis was also made of all the cases handled by the labor commissioner for the Northern West Virginia Coal Operators' Association in conjunction with the union subdistrict officials.

The information pertaining to the relations between employer and employee in nonunion mines and in the mines working under the so-called nonunion collective bargaining system was secured directly from the local managements, miners' committees, and individual miners.

A number of neutral persons living in the mining communities concerned, such as physicians, ministers, and local public officials, were interviewed for the purpose of getting the public point of view on the controversies arising from time to time in the relations between the coal operators and the miners.

LOCATION AND PRODUCTION OF FAIRMONT COAL FIELD.

The Fairmont bituminous coal field includes the following 12 counties in the northern part of West Virginia: Monongalia, Marion, Harrison, Preston, Taylor, Barbour, Randolph, Upshur, Lewis, Gilmer, Braxton, Webster, and half of Nicholas County; and extends into southwestern Pennsylvania and northwestern Maryland. This territory is included in district No. 17 of the United Mine Workers of America. There are two operators' associations in this field: The Northern West Virginia Coal Operators' Association, with a membership of about 100, whose mines produce about 70 per cent of the output of the field, and the Monongahela Association (an offshoot of the Northern West Virginia Association) with a membership of about 20, whose mines produce about 10 per cent of the output of the field. The remainder of the output, approximately 20 per cent, is produced on a nonunion basis.

Table 1 shows the estimated proportion and amount of coal produced by union and nonunion mines in the Fairmont field, April 1, 1923, based on daily railroad ratings. Inasmuch as the supply of railroad cars is, as a rule, smaller than the demand, there is in force on all of the coal-carrying railroads a system of apportionment of available railroad cars to individual mines and groups of mines in accordance with the actual coal shipments made by them during certain preceding periods. This is called "rating."

TABLE 1.—ESTIMATED PROPORTION AND AMOUNT OF COAL PRODUCED BY UNION AND NONUNION MINES.

Division.	Rating (based on 50-ton cars).	Estimated proportion of coal production.			
		Union mines.		Nonunion mines.	
	<i>Tons.</i>	<i>P. ct.</i>	<i>Tons.</i>	<i>P. ct.</i>	<i>Tons.</i>
Baltimore & Ohio Railroad Co.:					
Monongahela.....	123,000	95	116,350	5	6,150
Charleston.....	23,300	5	1,165	95	22,135
Connellsville.....	3,625	95	3,445	5	180
Cumberland.....	7,500	50	3,750	50	3,750
Morgantown & Kingwood R. R.....	7,775	0	-----	100	7,775
Monongahela Ry. Co.....	5,635	5	280	95	5,355
Morgantown & Wheeling R. R.....	41,350	90	37,215	10	4,135
Western Maryland Ry. Co.....	32,650	90	29,385	0	3,265
Bingamon and Helens Run.....	16,485	100	16,485	0	-----
Belington and Northern and Weaver Districts.....	5,395	90	4,855	10	540
Total.....	266,715	80	213,430	20	53,285

NUMBER AND NATIVITY OF MINERS.

A mining census of the Fairmont field in 1922 showed a total of 540 mines, employing, on the average, between 28,000 and 30,000 men. A census taken by the State in 1921 showed a total of 29,758 employed, of which considerably more than half (18,514) were native born. About 12.5 per cent of the native miners were colored. Table 2 shows the actual racial distribution of the miners in the field in 1921.

TABLE 2.—NUMBER OF MINERS IN THE FAIRMONT COAL FIELD, 1921, BY NATIVITY.

Nativity.	Number.	Nativity.	Number.
Americans, white.....	16,209	Germans.....	94
Italians.....	3,725	Greeks.....	85
Americans, colored.....	2,305	Bulgarians.....	75
Hungarians.....	1,311	Syrians.....	48
Austrians.....	1,119	Scotch.....	46
Poles.....	1,074	Turks.....	40
Russians.....	838	Belgians.....	35
Other Slavs.....	770	Bohemians.....	31
Croatians.....	458	French.....	29
Spaniards.....	412	Danes.....	23
Lithuanians and Estonians.....	219	Welsh.....	14
Not classified.....	204	Swedes.....	7
Rumanians.....	197	Montenegrins.....	6
Irish.....	156		
English.....	128		
Serbs.....	100		
		Total.....	29,758

No other such district census has been taken. In January, 1923, however, one of the coal companies took a census of all of the miners in its 29 mines located in the district. The results of this census are shown in Table 3.

TABLE 3.—NUMBER OF MINERS IN 29 MINES OF A COAL COMPANY IN THE FAIRMONT FIELD, BY NATIVITY.

Nativity.	Number.	Nativity.	Number.
Americans, white.....	1,579	English.....	12
Italians.....	867	Greeks.....	9
Americans, colored.....	548	Irish.....	3
Hungarians.....	253	Scotch.....	3
Poles.....	201	Ukrainians.....	3
Serbians and other Slavs.....	167	Welsh.....	3
Austrians.....	80	Rumanians.....	3
Spaniards.....	70	Mexicans.....	1
Russians.....	47	French.....	1
Turks.....	31	Finns.....	1
Germans.....	25	Not classified.....	1
Lithuanians and Esthonians.....	24		
Bohemians and Croatians.....	23	Total.....	3,970
Syrians.....	15		

Of the 3,970 miners, 957, or about one-quarter, are single.

An interesting fact revealed by the racial distribution shown in both tables is the considerable proportion of colored men. Table 2 shows that approximately 8 per cent of the total number of miners in the district were colored and that they formed the third largest single group. They were exceeded only by two groups—native whites and Italians. Table 3 shows that the colored group in the 29 mines of one company included 548, or about 14 per cent of the total employed therein.

The relative strength of the colored group appears to create difficulties in many of the mines. Negroes serve on many of the mine committees. The West Virginia native white miners dislike serving on committees with "ignorant niggers who just came from the South." In many instances native whites refuse to serve on committees with colored men and, what is worse, many native white miners refuse to follow orders issued by a colored committeeman. This racial animosity is sometimes encouraged by the operator on the old theory of divide et impera.

The appearance of colored committeemen may be traced directly to the union scale agreement, which specifies that only citizens or men who have actually declared their intention of becoming citizens, and who speak the English language, may serve on committees. From the point of view of many of the miners who are of foreign birth, the negro has all the necessary qualifications for a committeeman—he is a citizen and he speaks the English language.

WAGE RATES.

Because of the fact that the United Mine Workers of America control about four-fifths of the Fairmont coal field, wages and working conditions in the field are practically identical, all operators in the field paying approximately the same rates of wages and furnishing the same conditions as those specified in the scale agreement between the Northern West Virginia Coal Operators' Association and the United Mine Workers of America (see p. 46). A comparison of the wage rates in effect from 1907 to April 1, 1924, is shown in Table 4.

POLICIES GOVERNING LABOR RELATIONS.

At the present time the relations between the employers and employees in the Fairmont coal field are governed by three distinct policies: 1. Official dealings with the United Mine Workers of America on a contractual basis providing for the closed shop and check-off.¹ Such an agreement governs the relations between members of both employers' associations and their employees. 2. Non-union collective bargaining of the type described in detail on pages 71 to 83 of this report. This system provides for collective bargaining between the operator and his employees through a system of joint adjustment agencies based on conciliation and arbitration. 3. Individual bargaining, where a specific contract is entered into between the company and the individual miner prohibiting the joining of any union. There is no collective bargaining of any sort whatsoever under this system, rates and grievances being settled between individual miners and the management.

The following is a verbatim copy of an individual contract under the latter system:

I, —, am employed by and work for the — Coal & Coke Co. at the above place, with the express understanding that I am not a member of the United Mine Workers of America, the International Workers of the World, nor any other mine labor organization openly or secretly affiliated with said organizations, and will not become a member thereof while I am an employee of the — Coal & Coke Co. at the above-named place or at any other place, and that the — Coal & Coke Co. runs its mines nonunion and agrees with me that it will run its mines nonunion while I am in its employment. I agree that while I am in the employment of the — Coal & Coke Co. I will not make any effort or be a party to any attempt or effort among its employees to bring about the unionizing of its mines against the wishes of that company.

I also agree if at any time while I am employed by the — Coal & Coke Co., I want to become connected with any union or organization above mentioned, I agree to withdraw from the employment and premises of said company before becoming connected with such union or organization.

A large proportion of the mines now nonunion were originally unionized. The deunionization of these mines took place only recently and was finally accomplished by means of judicial injunction, practically all of the nonunion mines in this field having through the local courts secured injunctions against interference and intimidation, etc., on the part of the miners in the operation of the mines. These injunctions are very sweeping in character and enjoin the miners from doing anything which might, directly or indirectly, interfere with the operation of the mines, as is shown by the following extract from one issued by the judge of a county circuit court:

And it appearing to the court from said bill of complaint and from said affidavits that plaintiffs are entitled to a temporary injunction by way of relief as prayed for in said bill of complaint, it is, therefore, adjudged, ordered, and decreed that — and others named as defendants to this bill and said individ-

¹ The check-off is a system whereby the operator deducts or checks off from the miner's wages his union dues and assessments, turning over the moneys thus collected to a representative of the union. Under this system the union miners authorize the employer to deduct from their pay the employees' financial obligations to the union, which usually include national and local dues, special assessments, and fines. In precollective-bargaining days, as well as at present, the check-off was applied by the operators in collecting rents and moneys advanced to the men for supplies, medical provisions, etc.

The check-off is reported to have originated in Indiana in 1886, where it was instituted in order to eliminate disturbances which almost invariably accompanied pay day. Previous to this time a committee of miners stationed itself at the mouth of the shaft to collect dues from the incoming men. Nonpayers were remonstrated with and quite frequently the union men refused to enter the mines with them. Most of the present union contracts in the bituminous coal fields contain clauses providing for the check-off. The practice of the check-off makes it obligatory for the miners to acquiesce in the system if their standing with the union is not to be impaired.

uals named as officers, agents, and representatives of the United Mine Workers of America and the local unions of said United Mine Workers of America named in said bill and said United Mine Workers of America and said local unions named as defendants and each and all of them and all other persons acting for and on behalf of them or any or either of them or confederating or conspiring with them or with all or any of them for any illegal purpose charged in the bill of complaint, and all other persons, including members of or connected with subdistrict No. 3 or district No. 17 of the United Mine Workers of America who may be disposed to interfere with the plaintiffs or their employees or any of them, be, and they are here each, individually inhibited and enjoined as follows:

1. From interfering in any unlawful way with the — Coal & Coke Co. and said —, —, —, and —, trading as — Coal Co., their officers, agents, and employees in the full and free operation of their coal mines and all property and equipment used by them in connection with their business at —, W. Va., owned and operated by them.

2. From making any unlawful threats or suggestion of danger or committing any acts of violence toward any of plaintiffs' employees in or about their said mines or against any person desiring or who may desire to work for plaintiffs as aforesaid, or against any member of the families of such persons.

3. From gathering in crowds or groups in or about the mines and property belonging to plaintiffs or any of them, or upon the streets, alleys, or public roads, or railroads, or railroads' rights of way, or other public places for the purpose, while so gathered in groups and crowds, of persuading any person to quit work or to refuse to work for plaintiffs or any of them, or for the purpose of intimidating or putting in fear any person who may be working or who may desire to work for plaintiffs or any of them at or about their said mines, or from picketing en masse any of the said mines or property of the plaintiffs or any of them.

4. From marching in crowds and from making demonstrations by numbers on or about the mines and property of the plaintiffs or any of them, or along or upon the public highways and roads, or from marching in crowds from one mine to another of plaintiffs, or from other places and mines to the mines of plaintiffs or any of them for the purpose of interfering with, intimidating, threatening, or suggesting danger to or influencing or persuading any person to quit, cease, or refrain from working for plaintiffs or any of them in and about any of their said mines.

5. From the use of vile and opprobrious names or insulting words, especially the word "scab," or the use of profane or vulgar language toward any person working or who may desire to work for plaintiffs or any of them in and about their said mines, or the doing of any such acts or using any such words toward the members of any of the families of such persons, or addressing or offering any manner of ridicule toward such persons or any of them on account of their employment or proposed employment by plaintiffs or any of them.

6. From promulgating, repeating, or circulating any propaganda to the effect that plaintiffs or any of them will be forced or required to enter into a contract with the United Mine Workers of America against their will, and that then such persons who work for plaintiffs or any of them will lose their jobs and thereafter be compelled to take nothing but just what the "union" sees fit to give them, or in any such way or in any way using and circulating or repeating propaganda calculated to place any person or persons in fear for his or their future employment.

7. From interfering in any way with plaintiffs or any of them in carrying out any contract with their employees or from interfering with plaintiffs or any of them or preventing or attempting to prevent the plaintiffs or any of them from entering into contracts with their employees or persons who would become such employees in respect to their employment and the terms and conditions thereof.

8. From all threats and the circulation of threats of destruction of property belonging to employees of plaintiffs or any of them, or threats of destruction of the mines or other property of plaintiffs or any of them for the purpose of putting in fear or which may be calculated to put in fear any person who may be working or who may desire to work for said plaintiffs or any of them.

9. From blocking, impeding or obstructing either singly or in combination, persons approaching the mines or premises or property of the said plaintiffs or any of them for the purpose of employment, and from going, either singly or in combination, to the houses, boarding houses or other places of abode of employees of plaintiffs or any of them for the purpose of intimidating and coercing such persons from performing work for plaintiffs or any of them in and about their said mines.

10. From making any threats toward the plaintiffs or any of them, or the officers, agents or employees of said plaintiffs or any of them or their property for the purpose of preventing them from operating their said mines.

11. From trespassing or entering upon the lands owned or controlled by plaintiffs or any of them for the purpose of intimidating, or doing anything calculated to or that may by its effect intimidate or put in fear any employee of plaintiffs or any of them in and about the said mines of plaintiffs or any of them.

12. From doing any act or acts whatsoever, in the furtherance of any conspiracy or combination, to prevent plaintiffs from operating their mines as non-union mines, and to obstruct or interfere with plaintiffs, their officers, agents and employees, or any of them, in the free and unrestrained control and operation of their said mines, property and business, and also from ordering, directing, aiding, assisting or in any manner abetting any persons in the commission of any of the acts aforesaid, and any and all other acts and things designed or intended to, or having the effect of preventing in an unlawful manner, the plaintiffs or any of them from mining coal from their said mines, and from carrying out any unlawful conspiracy or combination by threats, intimidation, unlawful propaganda, or by any other unlawful means to compel, or attempt or endeavor to compel, plaintiffs or any of them against their will to unionize their mines and to enter into contracts with the United Mine Workers of America as a plan or basis for operating plaintiffs' said mines.

The foregoing order shall remain in full force and effect subject to the further provisions of this order until the further order of this court.

It is further adjudged, ordered, and decreed that the service of a duly certified copy of this order upon the defendants shall be due and sufficient notice to them of this injunction and shall also be binding upon all other persons having notice of this injunction, whether served with a copy of said order or not, or whether a formal party to this suit or not.

The foregoing injunction shall not be effective until plaintiffs or some one for them shall file with the clerk of this court a bond in the penalty of \$2,000 with security to be approved by said clerk, conditioned for the payment by plaintiffs of all such costs as may be awarded against them and all damages which may be sustained by the defendants or any of them by reason of the issuance of this injunction in the event the same be hereafter dissolved.

The history of the injunctions obtained by one coal company is interesting, because the court proceedings started by this company against the United Mine Workers of America finally resulted in the attachment of the check-off money in the entire area under the jurisdiction of the court.

During the general strike of 1922 this coal company reopened its mine No. 1 on an open-shop basis. On the day after its reopening, a group of strikers attacked the nonunion men while on their way to work. The union attacking party, consisting of many women and some men, suffered a loss by death of two, while the nonunion group suffered many casualties, but no deaths.

Because of this riot the company applied to the county court for an injunction against the United Mine Workers of America prohibiting its interfering in any way with the operations of its mine No. 1. A temporary injunction was granted by the judge. Inasmuch as the union has not requested the court to vacate this injunction, it is still in force, apparently permanent for all practical purposes.

This coal company is also operating two other mines, Nos. 2 and 3, in the vicinity of its mine No. 1. No attempt was made to reopen these mines when mine No. 1 was reopened. When the strike of 1922 was settled, the United Mine Workers, under some misapprehension, signed an agreement with this coal company as to its mine No. 2, but discovered its mistake and refused to sign an agreement as to mine No. 3, and would not permit its members to go back to work in this mine for three months. The company decided to resort to the courts and sued the United Mine Workers of America for

damages, alleging that the output of its mine No. 3 was contracted for at a good price and that the mine workers by striking were causing the company considerable loss. Under the laws of West Virginia, the property of defendants who fail to answer plaintiff's complaint is subject to attachment. The coal company in its complaint named as principal defendants the national officers of the United Mine Workers of America. These officers unwisely failed to answer the summons, with the result that the court ordered the check-off money in the district attached.

For three months the check-off money in the entire district covered by the jurisdiction of that court was attached. Most of the employers retained the check-off money according to the order of the court, being reluctant to turn it over to the union. The union by this time had learned how to combat the company's methods. The union attorneys went before the court and pointed out that it was erroneous to insist that the United Mine Workers were at fault in this case; that the strike was not ordered by the national officers but by the local officer of the district; that the subdistrict officers were willing to appear in court, and that no attachment of the check-off money was necessary to bring them within the jurisdiction of the court. After three and one-half months of great anxiety on the part of the union and, some say, lack of funds to run its organization, the court vacated the attachment on the check-off money. Before the district officers appeared before the court for the purpose of having the attachment of the check-off money vacated, however, the union agreed to sign an agreement as to mine No. 3. The suit for damages is still pending.

THE UNIONIZED PART OF THE FIELD.

HISTORY AS TO UNIONIZATION.

For many years prior to 1916 the Fairmont field was nonunion. On May 2, 1916, the workers in the mines of a coal company at Wendell, Taylor County, struck, and on May 3 this strike spread to five neighboring mines. On May 5 an agreement was made by the operators with the United Mine Workers at Wendell. This was the first union agreement in the field. Individual mine agreements, similar to the Wendell agreement, were made in other mines. These agreements ran for one year and provided for a nine-hour day, while the check-off was allowed only upon a signed order of the individual employee. No other changes in working conditions were made.

On May 2, 1917, the workers in 19 mines in Taylor and Preston Counties were called out on strike, the demands of the union being "the eight-hour day and payment by the net ton." On May 5 a small committee of operators effected an agreement on this basis, with a slight increase in wages, and on May 7 work was resumed. This agreement practically established the closed shop and the check-off. In August, 1918, practically the entire field was unionized on the same basis. Between 1918 and 1920 the unionized field worked under an agreement with the United States Fuel Administration, and during 1921 under a separate agreement with the United Mine Workers of America, which expired on March 31, 1922.

On March 7, 1922, the directors of the Northern West Virginia Coal Operators' Association authorized its advisory board to invite the union officers of district No. 17 of the United Mine Workers of America to a conference for the purpose of negotiating a wage scale and working agreement for the period beginning April 1, 1922. The advisory board thereupon sent an invitation to the union president of district No. 17 to meet the members of the board at Baltimore, March 13. At this meeting the president of district No. 17 stated that he had no authority to conclude an agreement and suggested an adjournment to March 25; that the union district convention was to meet at Charleston on the 21st, which convention would appoint a scale committee with authority to act; and that he would secure authority from the international policy board at its meeting in Cleveland on the 24th to negotiate and conclude a scale. To this request the operators agreed. On March 25 they returned to Baltimore prepared to negotiate an agreement, but at the meeting the union district president stated that he had not been authorized to negotiate and conclude an agreement.

The following statement was then issued by the operators' association:

From this record, the public will clearly understand the position of the Northern West Virginia Coal Operators' Association in the present situation. That position has been consistently a willingness to negotiate with the miners' union in an effort to avoid a stoppage of production in the district. The operators not only took the initiative by asking for negotiations, but consented to delay while the miners' officials sought to obtain authority from their national policy committee. The fact that the district union officials are without this authority has been and still is the sole obstacle to a peaceful settlement in northern West Virginia. The scale committee of the operators has been from the start authorized to conduct such negotiations. That the public will not obtain its usual supply of coal from this district is due simply and solely to the national policy of the United Mine Workers.

On April 1, 1922, a national coal strike was called by the United Mine Workers.² On July 10 President Harding submitted an arbitration plan for settling the controversy, the mine workers to resume work on the same basis as in effect March 31. After several days of conference, this plan was refused by the miners, refused by some operators, and accepted under protest by others. The President's invitation to the operators to "open their mines" in the public interest followed.

A convention of miners and some operators met in Cleveland from August 7 to 15 and adopted what is called the "Cleveland agreement." This agreement provided for the continuation of the March, 1922, wages until March 31, 1923, and, in addition, provided for (a) a joint conference of bituminous operators and miners of the United States in Cleveland on October 2 to formulate a method for the negotiation of new wage agreements, to be effective April 1, 1923, and (b) a second joint conference on January 3, 1923, for final determina-

²Regarding the conduct of both sides in the Fairmont field during the general strike of 1922, the following statement is made by the labor commissioner for the Northern West Virginia Operators' Association in his annual report for 1922: "The conduct of the strikers in northern West Virginia, with few exceptions, was very commendable; everything which could be done by both sides to reduce friction to the minimum was done. The operators pursued a broad liberal policy as a rule, few evictions were resorted to, and at most mines the conduct of the men was what was characteristic of any holiday. The officials of the district and national union stationed in this field were always ready to cooperate in any move for the peace and tranquility of the district. All this was as it should be. There had been no grievance between the miners and the companies; their idleness was an idleness forced upon them by forces outside of their control. The result of such cooperation has been valuable to miners and the companies alike; there is a general good feeling throughout the district that seldom exists as an aftermath of a strike. This feeling is a valuable contribution to the industry; it makes for better production, better homes, and better citizenship."

tion of the method, so that actual wage negotiations could start not later than January 8.

At a meeting of the Northern West Virginia Coal Operators' Association, on August 17, this Cleveland agreement was recommended to the operators, to be signed individually, the association not becoming a party to the agreement. On February 10, 1923, a new agreement was signed between the Northern West Virginia Coal Operators' Association and the United Mine Workers of America. On April 1, 1924, this agreement, with some minor changes, was renewed for a term of three years.

TEXT OF 1923 UNION AGREEMENT.

The agreement between the Northern West Virginia Coal Operators' Association and District No. 17, United Mine Workers of America, signed February 10, 1923, is as follows:

Memorandum of agreement made and entered into by the membership of the United Mine Workers of America and the membership of the Northern West Virginia Coal Operators' Association affecting labor rates and conditions in the 12½ counties of northern West Virginia, comprising the territory covered by the operators' association.

Resolved, by this joint conference of district No. 17, United Mine Workers of America, and the Northern West Virginia Coal Operators' Association, hereby reaffirm the wage scale now existing between district No. 17 and the above association, whose interests are represented in this conference, and hereby extends the same for a period of one year from April 1, 1923, to March 31, 1924, in all of its terms, provisions, and conditions, excepting as hereinafter provided.

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

This agreement shall constitute the only basic agreement to be entered into at any time during the term of this agreement, by any members or officers of the United Mine Workers of America and any operator within the following specifically stated territory covered by the Northern West Virginia Coal Operators' Association: Monongalia, Marion, Harrison, Preston, Taylor, Barbour, Randolph, Upshur, Lewis, Gilmer, Braxton, and Webster Counties, and that portion of Nicholas County containing coal or coal mines, being operated or capable of being operated, along the line of the Baltimore & Ohio Railroad Co.

The fulfillment of this agreement is guaranteed by the international union and by the officers of the district and subdistrict unions, both in letter and in spirit.

Free rent, free powder, free coal, free lights or any extra compensation paid in time or money, or otherwise, is hereby mutually construed as a bonus and is condemned.

MINING RATES BASED ON NET TON OF 2,000 POUNDS; COAL 5 FEET AND OVER IN THICKNESS.

Occupation.	Open lights.	Closed lights.
Pick mining, entries.....	\$0.936	\$0.95
Rooms and pillars.....	.876	.89
Machine mining with machine drilling:		
Loading, entries.....	.627	.64
Loading, rooms.....	.607	.62
Cutting entries, chain machine.....	.179	.185
Cutting rooms, chain machine.....	.1623	.165
Machine mining without machine drilling:		
Loading, entries.....	.647	.66
Loading, rooms.....	.627	.64
Cutting entries, chain machine.....	.169	.175
Cutting rooms, chain machine.....	.1523	.155

Punching machine rates 5 cents above chain machine rates.

12 LABOR RELATIONS IN THE WEST VIRGINIA COAL FIELD.

MINING RATES BASED ON NET TON OF 2,000 POUNDS; COAL LESS THAN 5 FEET IN THICKNESS.

Occupation.	Open lights.	Closed lights.
Pick mining, rooms and pillars.....	\$0.95	\$0.964
Pick mining, entries.....	1.065	1.079
Loading, entries, hand drill.....	.7575	.7705
Cutting, entries, hand drill.....	.1948	.2008
Loading, rooms, hand drill.....	.70	.7130
Cutting, rooms, hand drill.....	.1583	.1610
Loading, entries, machine drill.....	.7375	.75
Cutting, entries, machine drill.....	.2048	.2108
Loading, rooms, machine drill.....	.68	.693
Cutting, rooms, machine drill.....	.1683	.1710

Punching machine rates to be 5 cents above chain machine rates.

OUTSIDE DAY LABOR RATES.

Occupation.	Per hour.	Per day.
Dumpers.....	\$0.86½	\$6.90
All other tippie men, including car cleaners and handlers.....	.81½	6.55
Picking, table boys.....	.59	4.72
Greasers.....	.81½	6.55
Blacksmiths, first class.....	1.01½	8.10
Blacksmiths, second class.....	.91½	7.30
Blacksmiths' helpers.....	.81½	6.55
Car repair men.....	.91½	7.30
Car repair men's helpers.....	.87½	6.98
Machinists, first class.....	1.03½	8.30
Machinists, second class.....	.91½	7.30
Machinists' helpers, inside.....	.83½	6.70
Machinists' helpers, outside.....	.81½	6.55
Electric coal hoist engineers, shaft.....	1.00	8.00
Engineers.....	.91½	7.30
Combination engineer and fireman.....	.91½	7.30
Water tenders.....	.87½	7.00
Combination fireman, substation, and fan man.....	.86½	6.90
Fireman, hand firing.....	.85½	6.85
Substation operator and fan tender.....	.68½	5.50

INSIDE DAY LABOR RATES.

Occupation.	Open lights.		Closed lights.	
	Per hour.	Per day.	Per hour.	Per day.
Drivers.....	\$0.90½	\$7.26	\$0.91½	\$7.34
Motormen, all classes.....	.92	7.36	.93	7.44
Motormen's helpers.....	.90½	7.26	.91½	7.34
Gathering locomotives.....	.92	7.36	.93	7.44
Gathering locomotives, helpers.....	.90½	7.26	.91½	7.34
Gripmen.....	.90½	7.26	.91½	7.34
Trackmen, main line.....	.92	7.36	.93	7.44
Trackmen, ordinary.....	.90½	7.26	.91½	7.34
Trackmen's helpers.....	.88½	7.06	.89½	7.14
Slatemen.....	.84½	6.74	.85½	6.82
Timbermen.....	.90½	7.26	.91½	7.34
Timbermen's helpers.....	.84½	6.74	.85½	6.82
Wiremen.....	.90½	7.26	.91½	7.34
Wiremen's helpers.....	.84½	6.74	.85½	6.82
Pipemen.....	.89½	7.18	.90½	7.26
Pumpers.....	.84½	6.74	.85½	6.82
Trappers.....	.54½	4.35	.55½	4.43
Bratticemen.....	.90½	7.26	.91½	7.34
Bratticemen's helpers.....	.84½	6.74	.85½	6.82
Shot frers.....	.92½	7.42	.93½	7.50
Cagers.....	.92½	7.42	.93½	7.50
Cagers' helpers.....	.86½	6.94	.87½	7.02
Cagers' couplers.....	.94½	6.78	.85½	6.86
Greasers.....	.84½	6.74	.85½	6.82
All other inside labor.....	.84½	6.74	.85½	6.82

APPLICATION OF MINING RATES.

SECTION 1. The mining rates for entries shall be applied to all headings not more than 12 feet wide and not less than 8½ wide and to all crosscuts not more than 14 feet wide.

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

The miner shall be required to load his coal in every case free from slate, bone, niggerhead, and other impurities.

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

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

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

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

COKE WORKERS.

SEC. 3. The prices and conditions under which coke workers are employed shall remain the same during the life of this agreement unless changed by mutual consent.

EIGHT-HOUR DAY.

SEC. 4. That the eight-hour day and rules now in effect shall continue. An eight-hour day means eight hours' work in the mine at the usual working places for all classes of inside day labor. This shall be exclusive of the time required in reaching such working places in the morning and departing from the same at night.

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

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

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

EMERGENCY WORK.

SEC. 5. The eight-hour day as provided for in the preceding section shall be in force and carried out by both miners and operators. Emergency work necessary for the safety or continued operation of the mine shall be permitted. If the employees believe the operators are taking advantage of this provision, they shall have the privilege to make their complaints through the regular channel provided for in joint agreement covering scale grievances.

JURISDICTION—UNITED MINE WORKERS OF AMERICA.

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

STARTING TIME.

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

HOLIDAYS.

Sec. 8. The following holidays are recognized: New Year's, April 1, Decoration Day, July 4, Labor Day, Thanksgiving Day, Christmas.

CHECK-OFF.

Sec. 9. The operator agrees to check off each employee, not exempted from dues by scale contract, such initiation fees, dues, assessments, and fines as are submitted to the company, not later than 24 hours after the expiration of each half. Such collections shall not exceed \$5 in any one calendar month, not including initiation fees.

Collections for the union shall follow checkweighman, rent, smithing, and doctor.

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

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

The United Mine Workers of America agrees to aid the company in collecting just accounts against employees.

MACHINE WORK.

Sec. 10. Machinemen in both wide and narrow work are required to cut coal level and close to the bottom, and in no case shall thickness exceed 4 inches, except under abnormal conditions. If a machine cutter leaves a spragg or a thick bottom in excess of 4 inches he shall be notified to remove same, and should he fail or refuse he shall be charged \$1 for each spragg, and 50 cents for each run of thick bottom for breast machine or its equivalent width, the same to be paid to the loader.

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

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

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

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

CHECKWEIGHMAN.

Sec. 11. Checkweighmen selected as required by law from among employees at the mine, may be placed on each tippie at the expense of the miners, and their duties shall be only those prescribed by the laws of the State of West Virginia. No checkweighman shall be placed on any tippie except where same is selected by ballot by a majority vote of the miners working in said mine. Checkweighman shall in no way interfere with the working force or the operation of the mine and shall be subject to all the penalties provided in this scale contract against other members of the working force.

TRADE.

SEC. 12. Employees have a right to trade where they please.

HIRE AND DISCHARGE.

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

LOADING CARS.

SEC. 14. The operators shall at all times be at liberty to load any railroad cars whatsoever, regardless of their ownership, with coal, sell and deliver such cars in any market and to any person, firm or corporation that they may desire.

SEMIMONTHLY PAY.

SEC. 15. All labor shall be paid semimonthly. Semimonthly payment means that miners shall be paid twice a month, pay days to be determined locally, and statements shall be available 24 hours prior to pay day.

MINING—WORKMANLIKE METHODS—TIMBERING.

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

SEC. 17. In any case where the mine foreman directs the placing of crossbars to secure the roadway, then in such case only the miner shall be paid the prices for such crossbars as may be agreed upon between him and the mine foreman. In case of miners shooting bottom, should any of the props be loosened or displaced thereby endangering the safety of the workmen, the miner agrees to reset same. The above does not contemplate any change from the ordinary method of timbering by miner for his own safety.

DOCKS.

SEC. 18. In case of any slate, bone, sulphur, or other impurities sent out by the miner, it shall be the duty of the trimmer of the car to call the attention of the weighman and checkweighman, where one is employed, to the same so as to deduct weight of such impurities as estimated by the trimmer or dock boss from the ascertained weight of such car; for the second offense he may be suspended for one working-day or fined 50 cents; for the third and each subsequent offense occurring in any one calendar month, he may be suspended, discharged, or fined \$1 at the option of the superintendent; that in malicious and aggravated cases the superintendent shall have the right to suspend or discharge for the first or any subsequent offense.

SEC. 19. Any miner abusing or seeking to embarrass the trimmer for performing his duties shall be fined \$3 or be discharged at the option of superintendent.

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

SEC. 21. The proceeds of all fines arising under this clause to be paid to the treasurer of the joint board. Under no circumstances shall the fine be remitted.

MINE COMMITTEE—GRIEVANCES.

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

SEC. 23. In case of any local troubles arising at any mine the aggrieved party shall make an earnest effort to adjust the dispute with the mine foreman. In case they are unable to agree the matter shall be referred to the mine committee and local management of the mine, and if they fail to agree to the commissioner of the operators' association and the miners' officials, and if they fail to agree to the district board of the two organizations, and should they fail to agree they shall select an umpire or referee, and a decision of a majority of them shall constitute a final and binding award. In all cases all parties involved must continue at work pending the investigation and adjustment as above set forth.

SEC. 24. If any employee for whom the scale is made refuses to work because of any grievance which has not been taken up as provided herein, and such action shall seem likely to impede the operation of the mine, such employees, or any of them, will be subject to dismissal without recourse at the option of the company, and the mine committee shall immediately furnish a man or men to take such place or places at the scale rate, in order that the mine shall continue to work, and it shall be the duty of any member or members of the mine workers who may be called upon by the mine boss or mine committee to immediately take the place or places assigned him or them in pursuance thereof.

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

SEC. 26. Members of the mine committee employed as daymen shall not leave their places of duty during working hours except with the permission of the mine foreman or in cases involving the stopping of the mine.

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

DISCIPLINE.

SEC. 28. No strike or stoppage of work shall occur at any mine until the question in dispute shall have been considered and finally disposed of as provided for in section 22.

SEC. 29. Should any officer or officers of the United Mine Workers of America, or any member or members thereof, employed at any mine cause the mine or part of the mine to shut down in violation of this rule, each member of the United Mine Workers of America employed at said mine, except those who continue to work, shall have deducted from his earnings the sum of \$1 per day for each day or part of a day they may remain idle.

SEC. 30. Should any operator or his representative lock the men out for the purpose of forcing a settlement of any grievance or cause the mine or a part of the mine to shut down in violation of this rule, he shall be fined \$1 per employee for each day or part of a day the mine is thus thrown idle.

SEC. 31. All fines assessed against employees under this agreement shall be collected by the operator from the pay for the half month in which the violation of the agreement occurred, or the first money due thereafter, and the operator shall remit the same to the treasurer of the joint board within 20 days after collection. A failure on the part of the operator to do so shall make him liable to a penalty of 50 per cent of the amount involved.

SEC. 32. All fines assessed against the operator shall be remitted to the treasurer of the joint board within 20 days after official notice is given in writing. Said notice shall be given within two weeks after the alleged violation, stating the cause of the fine, from the local union to the operator affected.

SEC. 33. All fines provided for in this agreement shall be automatically collected, and any operator failing to collect such fines shall pay a penalty of \$2 for each employee subject to be fined, the same to be collected and retained in the miners' district organization. And in no case shall any fine be refunded except by mutual agreement of the accredited representatives of the operators and the miners.

SEC. 34. It is further agreed that where any employee enters suit in the civil courts to collect any fine collected in accordance herewith the district organization shall reimburse the operator for the expense incurred on account of such suit.

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

RIGHT TO APPEAL.

SEC. 35. If any local union or operator claims that a fine has been collected contrary to the terms of this agreement, they shall have the right to appeal to the joint board. Any appeal not settled within 30 days must be arbitrated.

NEGOTIATIONS DURING SUSPENSIONS.

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

IRREGULAR WORK.

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

TURN.

SEC. 38. The operator will see that an equal turn is offered each miner, that he is given a fair chance to obtain same. The checkweighman, where one is employed, may keep a turn bulletin for the turnkeeper's guidance. The driver shall be subject to whoever the mine foreman shall designate as turnkeeper in pursuance thereof. This rule is not applicable, and shall not be considered as preventing the operator from driving entries or removing pillar stumps as rapidly as the emergency may demand.

BURIAL FUND.

SEC. 39. A burial fund may be established by each mine or local, to which fund each miner shall contribute 25 cents a month until a sum of not less than \$100 and not more than \$500 shall have been created, when collections shall cease until the fund is reduced by death, when a collection of 25 cents per month per man shall again be made until the amount reaches the maximum agreed upon, and so on. On the day that death by accident to any employee occurs, in or around the mine, for that day only the miners may cease working; but under no circumstances shall the mine be made idle for any funeral. And in consideration of the mine continuing to work on the day that a funeral of one of its employees is held, the operators agree to contribute to the bereaved family one-third the amount paid by the miners, said amount not to exceed \$25, provided the deceased was not entitled to compensation fund of the State. In case the funeral occurs on Sunday or any day the mine is idle through no fault of the employees, the company shall contribute as above. This does not prohibit friends from attending funeral.

Where greater amounts are needed than those stipulated for burial purposes, collection of such amounts may be arranged locally by mutual consent.

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

CONSTRUCTION AND REPAIR WORK DURING SUSPENSION.

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

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

ENTRY GOB AND DEAD WORK.

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

SEC. 43. For dead work, where unusual conditions exist, the price to be paid for same shall be a question for local adjustment. Failing to agree, the company shall have the right to remove the same and give the miner another place, but all agreements entered into for abnormal conditions shall continue only so long as such conditions exist.

EXPLOSIVES.

SEC. 44. The miner shall purchase all explosives and detonators of all kinds, including fuses and squibs for blasting coal. If explosives and detonators are sold by the operators, they shall be sold at cost, which is to include handling, transportation, and insurance. The operator reserves the sole right to designate the kind of explosives that shall be used in the mines; provided all explosives shall be of a standard grade.

SMITHING.

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

NO DISCRIMINATIONS.

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

OTHER CONDITIONS NOT SPECIFIED

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

NO INVALID RULES TO BE ENFORCED.

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

EXEMPTION UNDER THIS CONTRACT.

SEC. 49. This scale shall not affect mine foremen, mine foremen's assistants, fire bosses, weighmen, dock boss or trimmer, stable boss, boss driver, electrician, night watchmen, lamp men, and teamsters.

LOADING MINE CARS.

SEC. 50. No limit of weight shall be placed on loading mine cars. In case of loss in transit, the company shall not be held responsible, except where a wreck occurs the average weight shall be made good by the company. In order that miners can not take advantage of this clause, the mine management and committee of any mine where complaint is made of loading cars over their capacity shall mutually agree on a standard height for loading cars.

WET PLACES.

SEC. 51. When it has been determined a place is a wet place, the operator shall pay 5 cents per ton in excess of the regular rate, 1 cent of which goes to the cutter and 4 cents to the loader.

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

SAFETY LAMPS.

SEC. 52. In mines where closed lights, either electric or others, are used, a charge to the user of 5 cents per shift, per lamp, shall be made. An additional safety lamp, where required by the cutter to comply with the mining laws, will be furnished free. The miner shall be responsible for taking care of his lamp, and no extra charge shall be made unless he deliberately or carelessly breaks any part of same. Where electric or other closed lights are substituted voluntarily on the part of an operator for an open light, a charge of 5 cents per shift, per lamp, shall be made.

HOUSE COAL.

SEC. 53. Where coal is used for fuel in dwellings, it will be furnished to employees for their own use at two dollars (\$2) per ton, plus delivering cost. Where coal is not delivered by the company, and employees carry it, they shall pay two dollars (\$2) per month per house of four rooms or less. If the company does not or can not deliver the coal, the employee shall have the right to get it hauled by outside teams.

ARC-WALL OR TRACK-CUTTING MACHINE RATE.

SEC. 54. The following rates apply to the arc-wall or track-cutting machine when the cutting is made at the top or bottom of the seam:

Occupation.	Open lights.	Closed lights.
<i>Coal 5 feet and over.</i>		
Machine mining with machine drilling—bottom cutting:		
Cutting, rooms.....	\$0. 121725	\$0. 12375
Cutting, entries.....	. 13425	. 13875
Loading, rooms.....	. 607	. 62
Loading, entries.....	. 627	. 64
Machine mining without machine drilling—bottom cutting:		
Cutting, rooms.....	. 114225	. 11625
Cutting, entries.....	. 12675	. 13125
Loading, rooms.....	. 627	. 64
Loading, entries.....	. 647	. 66
Machine mining with hand drilling—top cutting:		
Cutting, rooms.....	. 104225	-----
Cutting, entries.....	. 11675	-----
Loading, rooms.....	. 637	-----
Loading, entries.....	. 657	-----
<i>Coal less than 5 feet.</i>		
Machine mining with machine drilling—bottom cutting:		
Cutting, rooms.....	. 126225	. 12825
Cutting, entries.....	. 1536	. 1581
Loading, rooms.....	. 63	. 693
Loading, entries.....	. 7375	. 75
Machine mining without machine drilling—bottom cutting:		
Cutting, rooms.....	. 118725	. 12075
Cutting, entries.....	. 1461	. 1506
Loading, rooms.....	. 70	. 713
Loading, entries.....	. 7575	. 7705
Machine mining with hand drilling—top cutting:		
Cutting, rooms.....	. 108725	-----
Cutting, entries.....	. 1361	-----
Loading, rooms.....	. 71	-----
Loading, entries.....	. 7675	-----

This scale of rates for arc-wall or track-cutting machine prices has been determined as the result of a test to determine the labor saving as provided for in the award of the Bituminous Coal Commission of 1920, both parties to this

agreement subscribing to the recommendations of the Bituminous Coal Commission regarding the introduction of new machinery, and hereby agree to continue the recommendation of the Bituminous Coal Commission in relation to the introduction of new machinery.

At the conclusion of this contract, the schedules provided for herein for this type of machine may be reviewed without prejudice by either party in the making of a future wage scale.

· PRINCIPAL FEATURES OF AGREEMENT.

Briefly stated, the following are the principal features of the 1923 agreement between the Northern West Virginia Coal Operators' Association, representing the employers, and the United Mine Workers of America, representing the miners:

1. Rates of wages to remain the same as in 1922.
2. Free rent, free powder, free lights, or any extra compensation in time or money, or otherwise, "is hereby mutually construed as a bonus and is condemned."
3. Coal to be paid for on a run-of-mine basis, the miner to be "required to load his coal free from slate, bone, niggerhead, and other impurities."
4. Eight-hour day, with specific provision for emergency work after eight hours when "necessary for the safety or continued operation of the mine."
5. Check-off for dues, fines, and special assessments.
6. Checkweighman at tippie.
7. Authority to hire and discharge to remain with the management, and "nothing in this agreement shall be construed to abridge the right of the employer in either of these respects."
8. The following adjustment machinery: Employees' mine committee of three men, "all of whom shall be American citizens, or who have made application for citizenship, and employees of the mine, and who speak the English language." The grievance in the first instance to be handled by the mine committee and foreman or superintendent. In case of disagreement, the controversy to be referred for adjustment to the labor commissioner for the operators and the subdistrict president of the union. Cases upon which the latter officials are unable to agree to be referred to the joint board of the district, which board is to consist of an equal number of representatives from each side. All cases where the members of the joint board fail to agree to be referred for final adjustment to an umpire selected by mutual consent.
9. No unjust discharges or suspensions. Miners discharged or suspended unjustly to be reinstated with back pay.
10. No strikes or stoppages. This clause is amplified by an additional provision as follows: "Should any officer or officers of the United Mine Workers of America, or any member or members thereof employed at any mine, cause the mine or part of a mine to shut down in violation of this rule, each member of the United Mine Workers of America employed at said mine, except those who continue to work, shall have deducted from his earnings the sum of \$1 per day for each day or part of day they may remain idle." It is the duty of the mine committee to replace workers who, contrary to the agreement, refuse to work.

11. No lockouts. A fine identical to that imposed upon the men for striking is to be imposed upon the operator for locking out the miners.

12. No negotiations of any sort to take place between the parties while work is suspended contrary to the agreement.

13. No discrimination for union activity.

ADJUSTMENT MACHINERY.

The machinery for the adjustment of grievances under the contract between the Northern West Virginia Coal Operators' Association and the United Mine Workers consists of the following: (1) Local pit or bank committees to deal with the local management; (2) a labor commissioner on the operators' side, who works in conjunction with the subdistrict presidents of the union; (3) a joint board for the district, based upon the principle of conciliation, each side having an equal number of votes; (4) an umpire to settle cases upon the adjustment of which no decision can be reached by the joint board.

At the mine the grievance is taken up, in the first instance with the foreman by the worker affected. If no satisfactory adjustment can be reached, the matter is referred to the union pit or bank committee, which takes it up with the superintendent. If the latter are unable to agree, the case is referred to the labor commissioner of the association and the subdistrict officials of the union. In their adjustment work the union subdistrict presidents are assisted by the vice presidents, secretaries, and board members, and sometimes by organizers who are detailed by the district office to assist the subdistrict officials.

In cases of disagreement on the part of the labor commissioner and the subdistrict union officials, the controversy goes to the joint board. The union officials on the joint board are the president of district No. 17 and the two subdistrict presidents. An equal number of operators represent the association on the joint board.

Before cases can be referred by either side to the joint board, the following practice is followed: The labor commissioner for the operators must advise with his special advisory board as to whether or not the specific case is to go to the joint board. Sometimes the advisory board of the operators decides the case in favor of the union by preventing the grievance from going to the joint board. A similar practice is followed on the union side, the two subdistrict presidents consulting with the district president before taking the controversy to the joint board. In the presentation of cases before the joint board the labor commissioner of the operators presents the employer's side of the case and the subdistrict presidents the side of the miners. The joint board may call for additional evidence: additional witnesses may be sent for and documentary evidence requested.

The vast majority of grievances are settled locally—between the bank or pit committee of the mine and the management. The bulk of cases which can not be settled locally are settled by the operators' labor commissioner working in conjunction with the subdistrict presidents of the union. This agency is most effective. This effectiveness is due, in a very large measure, to the personality of the labor commissioner for the operators, who has had a large and practical

mining experience and has a wide understanding of trade-unionism, having at one time served as district president of the United Mine Workers. The operators' labor commissioner is independent enough actually to guide the labor administration policies of his clients, and his extensive knowledge of coal mining commands the respect of the union. He acts more like the custodian of the agreement than an employee of the operators.

The two subdistrict presidents of the union who deal with the labor commissioner for the operators are men who as a rule play fair with the operators and make an effort to carry out the provisions of the scale contract. There is very seldom, therefore, a situation which is not adjustable by the labor commissioner and subdistrict presidents.

A very small part of the cases, less than 5 per cent, is referred to the joint board. This board consists, as stated before, of an equal number of representatives of both sides. An examination of the minutes of the proceedings of this board since its organization shows its ineffectiveness in handling cases speedily. The board's usual procedure is to agree on principle, but to disagree on its application.

The agreement provides for an umpire to settle all disputes upon which the joint board can not agree. Because of the fact that there is no permanently appointed arbitrator, however, there is frequently a deadlock as to the person of the arbitrator. In one such instance, the arc-wall cutting machine case (see pp. 31 to 33), the case should have gone to an arbitrator, but it never did because no agreement could be reached as to the person who should act as arbitrator. The controversy dragged on, unsettled, for two years.

On the whole, the agreement between the Northern West Virginia Coal Operator's Association and the United Mine Workers of America is working with a fair degree of success. An examination of the records shows that a serious attempt is being made to establish uniform practices by both the labor commissioner for the employers and the union subdistrict presidents, as well as by the joint board. The object is to create some sort of a yardstick, or so-called industrial code of law, which may be followed as a precedent in the future adjustment of cases.

The labor commissioner for the operators has the following to say regarding the method of adjustment of grievances:

1. The formal method is for completed grievance blanks to be furnished on their respective forms by the operator to the commissioner, and by the miners' local to the miners' district officers. If these contain sufficient information, a joint decision is written, stating in outline the case, and the award, with the signatures. If there is not sufficient information, a visit is made to the mine, testimony taken or the place examined, and a written decision given as before.

2. The commissioner's office may receive a grievance blank covering a case in dispute at one of the mines. The action of the employees in this case may be contrary to former decisions, and the commissioner's office will call this to the attention of the union headquarters, who will in turn notify the mine local, and the complaint will be killed without a written decision.

3. The union headquarters may receive a grievance blank from the local at a mine, and have a conference with the commissioner's office, and the informal discussion may lead to a verbal settlement of the case without any written records whatever.

4. As a rule, no records are kept of a local strike, the commissioner having been notified by phone of the condition, and the commissioner calling the union headquarters and giving notice that the men must be put back to work before any negotiations or discussion on the case is commenced, in accordance with the agreement.

5. There are probably very numerous cases of the mine local discussing cases with their district officers which never come to the attention of the commissioner. Likewise, there are cases of the mine management asking the commissioner for information or direction as to former decisions and precedent in various matters.

It is my firm conviction that over three-quarters of the work of the commissioner's office is directed as described in paragraphs 2, 3, 4, and 5. Similar to the practice in the regular courts of the country, precedent is gradually making the cases more and more clearly defined, although there is sometimes the factor of past performance and record of the individual workman or coal company, which may influence the decision. It is impossible to get away from the "human factor" entirely, and both parties recognize such conditions.

GENERAL NATURE OF GRIEVANCES.

The following representative list of cases from the records of the labor commissioner for the Northern West Virginia Coal Operators' Association indicates the general nature of grievances arising from day to day at the mines in the Fairmont field. Whenever shown by the records, the nature of adjustment made is given.

In a new mine an additional payment of 60 cents per yard had been made before the installation of the fan because of bad air. After the fan was installed, the miners protested against removal of the special allowance.

Additional payment had been made for exceptionally bad top. The miners objected to the removal of the additional payment after the top became normal.

A claim was made by a miner that he had lost eight days' work on account of the failure of the machinemen to cut his place. The machinemen claimed that extra long jack pipes which were needed for cutting were not available. As the evidence showed that there was no lack of material, the claim of the miner was denied.

A claim was made by a miner for loss of time due to a mine car getting off the track. The miner claimed that his duty ended with the loading of the car, and that it was the company's obligation to get it out. The evidence showed that the track had not been properly laid by the miner and that the derailment was his fault.

A claim for two days' lost time was made by a machineman who was discharged for refusing to cut a workman's place. He was offered other work, in accordance with the scale contract, but claimed extra compensation.

A man accepted a job as first-class blacksmith, but was later transferred by the foreman to loading coal because he was not a first-class blacksmith. He protested the transfer. The case was decided by classifying him as a second-class blacksmith.

A machine cutter claimed additional compensation for jacking up the rear of his cutting machine because the working place was lower on one side than on the other. Upon investigation the claim of the man was denied.

Because the machinemen were paid extra for abnormal conditions in the fifth south section, they demanded the same for all places. The claim was denied.

Because a driver was paid extra for "breaking in" new livestock he demanded continuous extra compensation. His claim was denied.

A machine miner demanded extra compensation for operating a 6-foot machine, claiming it did not mine as much coal per cut as the 7-foot machine. The case was adjusted by compromise.

Miners made claim for their average mine car weight when the end gates came open and coal was lost in transit. The case was decided against the miners because the responsibility for fastening end gates devolves upon the miners.

A section of a mine consisting of only a few headings and a limited tonnage was changed from horse to motor haulage. The tonnage hauled did not require a brakeman on the motor trip. The mine committee demanded that a brakeman be placed on the trip. The claim of the miners was denied.

The company had laid some room track a few times for miners when conditions were abnormal, or for inexperienced miners. The miners contended that this fact constituted it an obligation for the company to lay all room or temporary tracks. The claim was declared not justified.

A committeeman was discharged for interfering with daymen going to work on an idle day. His reason for such interference was that the O. K. of the fire boss had not been placed on the blackboard. He was reinstated, with the warning that the safety of the mine rests with the mine management and not with the committee.

The company was putting in a tramway to haul supplies to the mine. The regular employees contended that only union men could be employed for this work. The case was decided against the men in accordance with the scale agreement.

A local union ordered two men to appear for trial. The men refused to appear and the pit committee instructed the mine driver not to deliver empties to the men. The driver carried out the orders of his local and was discharged by the foreman. The decision recommended that payment be made by the union to the two miners for lost time and that the driver be reinstated.

A local union took exception to a man being hired as fire boss and threatened to strike if he was retained in service. The case was decided against the local, because fire bosses are not included under the scale contract.

A miner, who was not at his work when the mine was in operation, deliberately embarrassed slate pickers and trimmers on the tippie by calling attention of the weighman and checkweighman to dirty coal being dumped into railroad cars. The man was discharged, and upon investigation it developed that the man had said, "You are making the men all sore by ringing up so many dirt and you will have to let up." The discharge was sustained.

A complaint was made by an operator that the miners interfered with necessary overtime work. It was decided that such an objection could be taken up only through the regular channels and that interference was not permitted under the contract.

A mine had an electric pump with an automatic switch, which required attention only two or three times a day. A demand was made by the mine committee that an attendant be employed, and that the foreman be forbidden from giving the occasional attention the pump required.

A power-house employee who, during a strike, did work which was permitted by the scale contract was fined by the local union. He paid the fine rather than appeal the case. A few weeks later he was fined again, and refused to pay the fine. The miners were called out on a strike until this fine was paid.

Scales were claimed by the miners to be incorrect. A joint investigation did not prove contention of miners.

A driver's wage was claimed by a man for using a mule in moving loads from the mouth of the mine to the knuckle and returning with empties to a clearance point on the loaded track. Upon joint investigation of the physical condition surrounding the territory over which the loads and empties were moved between the pit mouth and knuckle, it was decided that as the complainant was then receiving a wage in excess of the scale rate for tippie men (such wage being based on the rate paid slatemen, a service which the man periodically performed) he was not entitled to any increase in pay.

Machinemen were fined for leaving a thick bottom. Upon investigation the place was found full of water, which made it difficult for the machinemen to cut closer. It was decided to refund the fine.

The miners complained that a mine foreman, when discharging a loader, attempted or threatened bodily violence with an iron pin or a piece of iron. A thorough joint inquiry was made, which revealed that the contention of the miners was unfounded.

Several complaints came to the operators' labor commissioner and to the mine workers' officials relative to mine foremen doing work covered by scale contract. The following rule was then adopted by mutual consent: "It is in violation of contract for any boss or foreman to work on any job covered by the scale contract. This ruling is not to be construed as preventing a boss or foreman from assisting any workman in emergency work, if no one is displaced thereby. When a mine is closed down pending a revival of the coal market, regular workmen should be employed to keep the mine in repair."

The miners claimed that the company used exempted men (supervisory nonunion employees) in cleaning away sulphur and other impurities which had accumulated beneath the tippie. According to the miners, this work should have been done by union men. A joint investigation of the work in question established the fact that the tippie men, in removing the refuse from the coal on the car, had thrown it off the coal company's property but had not thrown it a sufficient distance to suit the railroad company, and that in the second removal the company utilized exempted men. The case was decided in favor of the company.

Complaint was made that the company suspended a driver for two days "for failure to pull a car of coal." The scale contract makes no provision for the suspension of workmen for violation of contract or other offenses, except for the loading of dirty coal. The man was therefore reinstated with back pay.

Claims were made by the loaders for 5 cents additional per ton for coal loaded during the months of February and March, 1922, when they were required to work in water and became wet by so doing. Section 51 of the contract provides that when it has been determined that a place is wet, the operator shall pay 5 cents per ton in excess of the regular rate. The same section provides that places shall not be classified as wet when by ordinary methods of workmanship a mine worker can keep dry. The evidence produced disclosed the fact that the men became wet in doing their work, and it was therefore decided that the men should be paid the additional 5 cents per ton.

The miners claimed that some of the loaders were working in places in which they could not perform their duties without becoming wet, and that the company was not paying for wet places in accordance with the scale contract. Upon investigation it was found that the miners were entitled to the special allowance for work in wet places.

The union complained that a proper division of the work for enginemen on idle days was not being made. The company had divided the 24 hours into four 6-hour shifts, giving each of the four enginemen an equal turn of 6 hours. The complaint of the miners was denied.

Two house carpenters were discharged for failure to work a full eight hours. The miners claimed that these men had worked on labor covered by contract, were members of the union, and could not be discharged. The company contended that the scale agreement work performed by these men was performed only when the regular workmen were absent through sickness or other causes. As the evidence sustained the contention of the company, the house carpenters were declared not subject to the jurisdiction of the scale agreement.

The above-cited cases are illustrative of the "difficult" cases arising from day to day, cases which, as a rule, are not adjustable at the mine. They have to be referred, as they actually were in all instances, to the labor commissioner for the operators and the sub-district presidents of the union for settlement.

PAY FOR DEAD WORK.

Payment for dead work is a subject responsible for many disagreements between the operators and the miners. The very nature of the work makes it most difficult to arrive at a fair appraisal of the extent of labor actually involved. The scale agreement does not, therefore, make any specific dead-work rates, leaving the matter open for collective bargaining, mostly of the oriental type. Among the more important dead-work items are:

1. Timbering the work place, which may consist of simple props or be of various degrees of complexity up to the setting up of cribs.
2. The pushing of cars, which may include pushing of cars both ways from the entry switch to the face, one way or just a limited distance.
3. Top and bottom brushing. By this is meant the removal of the upper or lower strata above or below the coal seam in order to allow sufficient space for mining.
4. Removal of falls, horsebacks, and the like, which are protrusions of strata from above or below into the coal seam.
5. The removal of clay veins, slate bands, sulphur bands, and the like, which are layers of thin strata of impurities within the coal seam proper.
6. The laying of tracks in places not specifically covered by the scale rate.
7. The bailing of water into pails and then into barrels, as is done in mines in West Virginia and Central Pennsylvania. This is covered by the term "work in wet places," for which a special differential is granted by the scale agreement of this field. The specific definition of what should be considered a "wet place" is the subject of many controversies.

JOINT BOARD.

The following section is based upon a detailed scrutiny of the minutes of the proceedings of the joint board since 1919, supplemented by interviews with members of the board from both sides. An analysis of the minutes shows the joint board to be a fairly effective agency for interpreting disputed points of the agreement. It is, however, less effective as an agency for the actual adjustment of individual cases.

With the object of standardizing working conditions throughout the field, the board, at one of its early meetings, decided to substitute the scale agreement of the Northern West Virginia Coal Operators' Association for individual company agreements with the union. The issue arose in connection with a controversy between the union and one of the coal companies, which was settled by joint resolution adopted August 8, 1919, as follows:

It is the judgment of this committee that it is in violation of the regional basic scale agreements and the supplemental agreement of December 17, 1918, for either party to these agreements to attempt to compel by any means the adoption of any wage scale or working agreement other than these between the United Mine Workers of America and any coal producing company within the jurisdiction of this association.

It is the further judgment of this committee that the agreement entered into between the — Coal Co. and the United Mine Workers of America is not the standard regional basic scale agreement, and is therefore in violation of the agreement of December 17, 1918.

Therefore, this committee in its proper jurisdiction in such matters and by the further authority of a resolution of the board of directors of the association criticizes the — Coal Co., as a member company, for signing the agreement which they recently consummated with the United Mine Workers of America, and criticizes the United Mine Workers of America for submitting such an agreement to the — Coal Co., and more particularly for attempting to coerce five other operating companies in the Adrian field into signing the same agreement—both sections being, in the judgment of this committee, in violation of the existing agreements.

The actual abrogation of all agreements in the field dissimilar to the one in operation between the Northern West Virginia Coal Operators' Association and the union took place on August 14, 1919.

The nature of a case settled by the joint board at its meeting of August 21, 1919, can be seen from the following resolution adopted by the board in settlement:

Recognizing the injustice to the — Coal Co. in paying the low seam wage scale in addition to the yardage rate paid for draw slate, it is the sense of this joint board that a strict interpretation of the present wage scale in effect between the operators in the territory covered by the Northern West Virginia Coal Operators' Association and district No. 17 of the United Mine Workers of America, that the — Coal Co. shall pay the low seam wage scale in their mines in all places where the coal seam measures less than 5 feet from the top of the coal seam to the bottom of the coal seam.

At the meeting of the joint board on May 7, 1920, the union presented grievances involving requests for additional pay for loaders because of changed conditions of work at one of the mines of a certain coal company. A joint committee was appointed to investigate and report on this case.

The union also complained against the cutting rate in the mines of another company. The new rate, according to the union, was below the rate provided by the scale contract. The contention of the company was that the rate paid was to the actual advantage of the

cutters because it gave them better earnings than they would have received under the rate claimed by the union. The case was withdrawn by the union.

A third case was brought before the board by an operator. It seems that on idle days the company utilized its miners to fill up coke ovens, an equal turn being given each miner. One of the local union officials issued orders against this practice, maintaining that either all miners should be used to fill coke ovens or none at all. The case was unanimously decided in favor of the company.

In the early administration of the agreement there arose a number of cases calling for a definition of jobs. The term "dumper" was, for instance, interpreted differently by the men and by the company. At a meeting of the joint board held June 15, 1920, the operators suggested that the term "dumper" be defined as "a man who dumps mine cars over the tippel for loading into railroad cars." The joint board, after agreeing to arbitration upon a deadlock as to the definition, reconsidered its decision and adopted the operator's definition of the term "dumper." The same board defined the term "first-class blacksmith" to mean "a blacksmith who is able to perform all classes of work in connection with his trade; this includes making parts for machinery, tracks, frogs and switches, making car irons and horse-shoes, and shoeing livestock." A motorman was defined as a man operating "all classes of motors, electric, gasoline, etc." The term "water tender" was defined as "a man who is designated to see that the water is kept at the proper stage in the boilers." An attempt was then made to define the term "engineer" but without success.

Up to May, 1920, elaborate stenographic records of speeches at the joint board meetings were kept, but at this time a motion was made and carried "that there will be no record kept of meetings except questions and decisions." This policy eliminated a lot of the red tape connected with the functioning of the board and greatly facilitated the settlement of cases.

A rather interesting case came up and was decided at the meeting held June 7, 1920. The union requested that the increase of 14 per cent granted by the United States Bituminous Coal Commission be applied retroactively to all daymen who remained at their posts during the general suspension of November 19, 1919. The union request was granted.

A case involving the consolidation of two jobs into one and giving the job to one of the men who could attend to all the work was settled by the joint board. The company's contention in the case was sustained.

A rather complicated case was handled by the joint board on March 16, 1921. A miner was discharged for loading dirty coal. The controversy was carried to the joint board by the union, which claimed that the discharge was unjustified. For this the union gave the following reasons:

1. The plaintiff was working with his brother, and it was therefore impossible to determine who loaded the impurities.
2. The plaintiff was not guilty of three successive violations of section 18 regarding impurities, the three violations which actually occurred covering two men, or one and one-half violations per man, instead of the three as required for discharge.
3. Because of a trapdoor displacement, there was smoke in the working place which prevented the men from seeing the coal.

After prolonged discussion and investigation the joint board sustained the discharge.

The board, on December 10, 1921, decided that the scale agreement did not apply to work preparatory for mining prior to the actual beginning of the digging of the coal. Rates for preparatory work were to be set by the company and the men involved. The scale agreement became operative only when the actual digging of coal for shipping purposes began.

At the joint board meeting of April 7, 1923, a number of cases were brought up and settled. One case concerned reduction of the loading rate for crosscuts from the entry price to the room price when crosscuts were driven in excess of 14 feet in width as stipulated in section 1 of the agreement. The joint board interpreted section 1 to mean that where crosscuts are driven in excess of 14 feet in width the price stipulated for wide work shall apply, and that where machinemen persist in cutting working places in excess of the width ordered by the company, they shall be subject to discipline.

A second case arose because one of the operators began to use heavier steel for room tracks. It was agreed by the joint board that where steel ties of 20 pounds in weight are used, the miners shall lay all track. Where the company elects to use steel in excess of 20 pounds weight, miners shall be furnished with a trackman to assist them in laying the same.

A third case involved change in rate for a wheelman. The joint board decided that as there is no fixed scale for this class of work, and as a rate had been made at this mine by the company under the provisions of section 47, the company could not change that rate. The old rate as fixed by the company was retained, retroactively.

The question of whether or not a machine cutter is obligated to take a horse and move his machine, on an idle day, without extra compensation was brought before the board. It was agreed that the scale rate provided for cutting coal includes the moving of the machine from place to place, and that the operator is required only to provide the ways and means for the machineman to move the machine. However, where it is the fault of the company that the machineman can not cut his coal in the regular hours, he is to be compensated for taking a horse and moving his machine when the mine is not in operation.

Up to this time the meetings of the joint board had taken place irregularly. At the meeting of the joint board on April 7, 1923, it was decided to hold the joint board meetings regularly on the second Monday of every other month.

ARBITRATION.

As stated elsewhere in this report, no cases which have come to a deadlock in the joint board have been sent to an umpire for final adjustment, as provided in the scale agreement. The most serious case of such a deadlock—one concerning new cutting rates because of the introduction of the arc-wall cutting machine³—was not arbi-

³See pp. 31 to 33.

trated because the representatives of the respective parties on the joint board could reach no agreement as to the person of the arbitrator.

Locally, however—that is, at individual mines—some cases have been adjusted by arbitration, the umpire in each case being selected by consent of the local union officials and the local mine management.

In one of the cases the company claimed that on a certain date an employee approached the mine foreman and notified him that he would no longer continue to perform his duties as shot fireman, unless he was granted six days' work each week. The foreman answered that the only guaranty he could give was "his money for his time." When offered a slip for the money due him, the man refused to accept it, declaring that the company had no right to discharge him. The mine foreman claimed that he then told the man he was discharged, but in spite of that the man took his lamp and went into the mine. The foreman then notified the man to come outside, but the man continued to perform his duties until the end of the day. All of these facts were found to be true by the joint investigation. The contention of the union was that the company had no right to discharge the employee until he had actually refused to perform his duties, and that the man had committed no offense as he had continued to attend to his duties.

The umpire justified the discharge in the following decision:

From the evidence as herein stated, it is quite evident that — did not conform to the scale contract procedure in seeking redress for wrongs he complained of, viz., he did not make his complaint to the mine foreman and seek redress through the courts of the joint organization as per sections 23 and 24, but declared he would no longer perform the assigned duties unless his wishes were granted * * *. He further violated section 13 of scale agreement in entering the mine after being told he was discharged, and refusing to come out when notified to come out. In view of the above-stated facts and because of the several violations of scale provisions on the part of — I am of the opinion, and so decide, that the company under scale contract was justified in its action.

The following three cases, all occurring in the mines of one company, were settled by arbitration:

Case No. 1 involved a complaint against salaried men running pumps and doing ventilation work. It appears from the evidence that the defendant company closed down its operations December 31, 1921, indefinitely, and monthly or salaried men were requested to perform such duties as keeping water from accumulating by starting and stopping the pumps and looking after the ventilation of the mine. The miners claimed compensation for the time during which this type of work had been performed by the monthly men, between January 21, 1922, and April 1, 1922, on the ground that "exempted employees had no rights under the contract to do work covered by the scale agreement during an indefinite suspension." The miners further based their argument on a decision handed down by the operators' labor commissioner, January 26, 1921.

In the opinion of the arbitrator the evidence submitted supported the claim of the company that the closing down was indefinite. "There was no market for coal, and the price was so extremely low, with no prospects of there being any marked change in the coal price upward, that would even give an idea as to an approximate time when the operation would resume." The arbitrator denied the claim of the employees.

Case No. 2 involved extra compensation for pillar drawing. The evidence showed that it was necessary to push pillar work in order to recover a great quantity of coal that was showing strong indications of being on the squeeze. This was an emergency matter which demanded prompt action, and in order to push this work as rapidly as possible and to encourage workmen in the performance of the service the company paid 40 cents per car in addition to the scale price, applicable only to places in which two men were working. When the condition had been overcome, the company eliminated the extra compensation.

It was the opinion of the umpire that the company was within its rights in refusing to continue the extra compensation when the specific thing for which it had been paid was removed. The claim of the men for extra compensation was denied.

In case No. 3 a driver was discharged for failing to follow orders. It appeared from the evidence that the driver failed to pull a loaded car up from a rib to the working place. The working place was on a slip advancing across the end of the pillar. Because of big bottom, the track was removed and the miner was ordered to lift the bottom on company time. The driver placed an empty car on straight track, and the miner, not having the means of shooting the place could not state whether or not he could load the car. Work was discontinued at 1 o'clock p. m. and the driver was ordered to quit duty at that hour. At 12.05 o'clock p. m. the car was not loaded and evidence showed the car remained unloaded at 1 o'clock p. m. The evidence failed to show any infraction of orders on the part of the driver, and he was therefore ordered reinstated.

THE ARC-WALL MACHINE CASE.

The arc-wall machine case arose in the latter part of 1920, being instituted by the operators. A new mining machine known as the "arc-wall" machine, which cuts wall from a set base without unloading, was introduced. The introduction of this machine reduced greatly the amount of work required of cutters, and the operators requested a readjustment in the cutting rate. The local people and also the labor commissioner for the operators and the subdistrict presidents of the union were unable to reach an adjustment, and the matter was referred to the joint board of the district. On August 27, 1920, the joint board met and ordered the commissioners "to investigate rates of pay and conditions of employment relative to the new mining machine known as the 'arc wall.'" The commissioners met November 20, 1920, and accepted the 1920 award of the United States Bituminous Coal Commission regarding the introduction of labor-saving devices "as a base for guidance." It was then agreed that careful time studies should be made at a number of representative mines to determine "the working time and tonnage of the old-type and new-type machine." The joint investigation of the operators and miners showed that the arc-wall type of machine cut an average of 45.1 tons per hour, as compared with an average of 23.1 tons per hour cut by the old type of machine. Table 5 shows the results of the tests in detail.

TABLE 5.—RESULTS OF TESTS ON PERFORMANCE OF ARC-WALL TYPE OF MINING MACHINE AS COMPARED WITH CHAIN-BREAST AND SHORT-WALL MACHINES, MADE AND APPROVED THROUGH JOINT COMMITTEE OF OPERATORS AND MINERS, NOVEMBER, 1920.

ARC-WALL TYPE OF MINING MACHINES.

Mine and type of machine.	Time moving.	Distance moved.	Distance moved per minute.	Time getting ready to cut.	Time cutting.	Time getting ready to move.	Tons cut.	Distance moved per ton cut.	Other working time.	Time eliminated.	Total working time.	Tons per hour.
	<i>Min.</i>	<i>Feet.</i>	<i>Feet.</i>	<i>Min.</i>	<i>Min.</i>	<i>Min.</i>		<i>Feet.</i>	<i>Min.</i>	<i>Min.</i>	<i>Hrs.</i>	
Mine No. 1: Jeffrey arc wall.....	114	10,340	90.7	54	258	36.5	493.1	21	29: Setting bits.....	178: Drilling..... 21.5: Off track..... 6: Breakdown.....	491.5= 8.2	60.1
Mine No. 2: Jeffrey arc wall.....	138	20,100	145	43	232	29	625	32	79: Oiling and setting bits	60: Wrecks..... 59: Setting bits..... 9: Sulphur.....	521.0= 8.7	71.8
Mine No. 3: Morgan Gardner, T. C. }	58	4,028	70	56	214	28	211.7	19	—: Oiling and setting bits in getting ready to cut.	60: Blocked; wrecks; wait.	356.0= 5.9	35.9
Mine No. 4: Goodman arc wall.....	103	14,675	142	289	287	59	330.9	44.3		20: Lunch..... 14: Off track and blocked.	738.0=12.3	26.9
Mine No. 5: Goodman arc-wall type. }	220	13,445	61	81	212	71	447.5	30	110: Oiling and setting bits		694.0=11.6	38.6
Total or weighted average	633	62,588	98.9	523	1,203	223.5	2,108.2	29.7	218	427.5	2,800.5=46.7	45.1

CHAIN-BREAST AND SHORT-WALL MACHINES.

Mine No. 1: 19A Jeffrey.....	31	2,470	80	61	129	41	103.2	24	26: Setting bits.....	33: Drilling..... 5: Off track..... 53: Drilling.....	288.0= 4.8	21.5
119 Goodman.....	31	2,425	78	118	152	63	163	14.8	31: do.....	11: Off track and break down. 137: Drilling..... 14: Wreck.....	395.0= 6.6	24.7
Short wall.....	84	6,970	83	133	207	111	254	27	71: do.....	7: Setting bits..... 3: Turning cross cut.....	606.0=10.1	25.1
Mine No. 2: Sullivan short wall.....	73	7,310	100	42	246	38	278.5	26.2	76: Oiling and setting bits.	213: Blocked; wrecks; wait.	475.0= 7.9	35.2
Mine No. 3: Morgan Gardner, C. B. }	54	3,281	60	37	203	47	184.4	17.8	—: Oiling and setting bits in getting ready to cut.	322: do..... 50: Lunch..... 336: Blocked; wrecks; wait.	341.0= 5.7	32.3
Mine No. 4: Goodman short wall.....	85	5,394	63.5	251	264	100	163.8	33		do.....	609.0=10.1	14
Morgan Gardner, C. B.....	70	5,235	74.8	148	257	57	155.7	33.6	63: Setting bits.....		532.0= 8.9	17.5
Mine No. 5: Morgan Gardner, C. B. }	134	7,450	56	78	249	85	219.2	34			609.0=10.1	21.7
Total or weighted average.	562	40,535	72.1	868	1,707	542	1,521.8	26.6	267	1,184	3,946.0=65.8	23.1

The joint board met on January 3, 4, and 5 to act on the report. It failed, however, to reach an agreement as to the new cutting rate. The miners' representatives contended that the loader's earning power was reduced by reason of the introduction of this new type of machine, and that until adjustment of the same was made they would not consent to any changes in the cutting rate. The operators' representatives disagreed and contended that if there was any decrease in the loader's earning power it was a matter of local adjustment and not one to be determined by the joint board. Before adjournment, the representatives of the miners stated that they were willing at any time to appoint a committee to act with a committee of the operators to investigate the question of whether or not the loading conditions were a matter for local adjustment or for the consideration of the joint board.

The joint board met again on March 25, 1921, and after arguments lasting two days the differences of opinion between the parties simmered down to the interpretation of the award of the United States Bituminous Coal Commission regarding the introduction of new machinery. The representatives of the miners contended that the labor saving should be divided among the mine workers, that is, the loaders and cutters. The operators contended that while the cutters were entitled to some part of the saving the loaders were not.

Another meeting of the joint board took place April 4, but without result. A motion was then made by the union to refer the interpretation of the clause to the Bituminous Coal Commission, but to this the operators would not agree. The operators then proposed to refer the matter to an umpire for final decision, to which the union agreed.

Because of inability among the parties to agree on the person of the arbitrator, however, the controversy dragged on until the spring of 1923, when it was settled by mutual consent. The new cutting rate was incorporated in the scale agreement for 1923.

PRESENT DIFFICULTIES.

OBJECTIONS OF THE OPERATORS.

The operators point to the following as serious defects in the workings of their present agreement with the union:

1. The lack of effective control on the part of international and district officers of the United Mine Workers of America over local situations.

2. The rank and file of the union, including most of the mine committees, have not been instructed properly as to their duties and obligations under the scale agreement. Numerous stoppages and all-around violations of the agreement occur daily throughout the field.

3. Interference of committeemen with operation of mines.

4. The check-off, with particular reference to fines and special assessments, is, in the opinion of the operators, obnoxious. Fines are imposed by locals indiscriminately, very often on men who do their duty to the company or show some cooperative spirit. Special assessments are frequently levied for strike funds. While they can

not object to the union collecting strike funds, the operators "are unwilling to be forced to lick themselves."⁴

5. Although the scale agreement vests the right of discharge in the employer, this provision of the agreement is "practically a dead letter." It is impossible to get rid of loafers and undesirables. The union officials refuse to sustain discharges for idling, on the theory that "the scale agreement does not say just how hard a man has to work." Operators are unable to get rid of miners who, in off hours, run gambling houses, make moonshine, or otherwise behave themselves improperly, because "the scale agreement prescribes no special kind of conduct outside of working hours." This, it is said, is particularly hard on the operators, because they are responsible for maintaining the "tone" of the mining towns in many instances.

6. Operators complain of the decreased efficiency in their day labor since unionization. Pieceworkers come and go as they please, and the union will permit no system of checking the men in and out. In many instances there are, it is said, deliberately organized attempts to restrict output.

7. The present scale of wages is "out of all reason" and "incompatible with the production of coal at reasonable prices."

8. All operators, without exception, complain of the attempt of the international union in 1922 to force a national agreement, which attempt resulted in the calling of strikes in districts which had no difficulties with the union. Both in the strike of 1919 and that of 1922, the Fairmont district was willing to make a collective agreement with the United Mine Workers of America.

9. Each of the operators lays great stress upon the necessity of each district handling its own wage matters. For this, the following reason is given: Because of changes in market conditions, quality of product, or production costs, the region, as a whole, may be unable to compete with other fields, and wage rate differentials may become necessary to protect the workmen, the property investment of the operator, and the interest of the community. The same reason may be said to apply to separate parts of regions or districts.

The complaint of the operators regarding lack of effective control of the international officers over local situations may be said to be justified to a great extent, as numerous cases indicating the lack of union control may be cited. Local stoppages take place almost daily. In investigating, one is surprised to find how little contact there is between the local unions of miners and their district and national officers. This fact is due, in the first place, to the existence of the check-off for the collection of dues, fines, and assessments, which makes it unnecessary for the international and district officers to make any special efforts to "sell" their organization to the men. Not only are the local men unfamiliar with union business in general, but most of the committeemen are unfamiliar with the provisions of the scale agreement. Numerous such cases in individual mines were cited. Apparently no international or district officer ever makes a serious effort to educate the men to their duties under the scale agreement.

There is apparently some ground for the operators' complaint that production has been restricted since unionization of the field. It

⁴ The following amounts were collected through check-off in the district: 1920, \$971,168; 1921, \$789,708; September to December, 1922, \$384,700.

is obvious that a worker protected by the scale agreement will not work as hard as one who is fearful of discharge. Some local unions of miners are known to have passed resolutions limiting the daily output of pieceworkers to a certain number of cars. Miners who are loading an unusual number of cars per day are frequently cautioned by their committeeman not to do so. This action may be due not to a conscientious effort to restrict production, but rather to the desire on the part of the committeeman to see that earnings of miners are approximately equal.

The many obstacles interposed by the workers to the introduction of labor-saving machinery result indirectly in restriction of output. The United Mine Workers of America is on record as favoring the introduction of labor-saving machinery. Actually, however, when a labor-saving machine is to be introduced there are violent objections on the part of the men. These objections express themselves very often in a demand for rates which, if paid, would eliminate all saving brought about by the new machine, thus causing a distinct loss to the extent of the additional investment. The Arc-Wall case (see p. 31) is typical of the situation. Tests made in the settlement of this controversy showed that there was an actual saving in the total labor cost of 50 per cent.

COMPLAINTS OF MEN.

On the whole, the miners and their representatives have less objection to register than the operators. The principal complaint of the men is against unemployment. Many of the commercial coal mines have not worked a full week for months. The majority of the mines, except those working on the assigned car system, have been operating an average of less than three days weekly since the fall of 1922. A number of chairmen of bank committees and some individual miners complain of the general unreasonableness of the management, particularly superintendents and foremen, and of "bad treatment all around," but none of these complaints appeared to be specific enough to make further inquiry possible.

One can readily comprehend the objections of the men to the present amount of employment in the Fairmont field. Except for the miners working on assigned cars the amount of work is pitifully small, being less than three days per week and frequently only a day or two. Generally speaking, this unemployment may be assigned to (a) shortage of railroad cars and (b) an oversupply of labor.

Every mine visited, without exception, had more orders on hand than cars. The railroad car shortage, in its turn, is attributed to two causes, the general strike of 1922 and overextension of the industry, evidenced by the great increase during the war in the number of small mines.

Table 6 shows this great increase in the number of small mines, due largely, one may assume, to the demand for coal occasioned by the great war. While the number of mines increased from 200 in 1914 to 563 in 1922, the average number of employees per mine was reduced from 83 to 51, and the average annual tonnage per employee per year from 1,095 to 519.

TABLE 6.—TOTAL ANNUAL PRODUCTION, TOTAL NUMBER OF MINES AND MINERS, AVERAGE NUMBER OF EMPLOYEES PER MINE, AVERAGE ANNUAL TONS PER MINE, AND AVERAGE NUMBER OF TONS PER YEAR PER EMPLOYEE, IN THE FAIRMONT COAL FIELD, 1914 TO 1922.

Year.	Number of tons (net) produced.	Number of mines.	Number of employees.	Average number of employees per mine.	Average tons per mine.	Average tons per employee.
1914.....	17, 967, 090	200	16, 559	83	89, 835	1, 005
1915.....	16, 658, 230	188	18, 249	97	88, 608	913
1916.....	18, 386, 881	213	14, 633	68	86, 323	1, 239
1917.....	17, 478, 451	289	17, 543	61	60, 479	991
1918.....	18, 654, 031	384	19, 968	52	48, 580	934
1919.....	18, 712, 263	415	21, 144	51	45, 090	884
1920.....	22, 758, 050	438	22, 790	52	51, 959	999
1921.....	14, 385, 500	540	29, 176	54	26, 640	493
1922.....	14, 904, 500	563	28, 530	51	26, 473	519

The oversupply of labor is due to two reasons: (1) The overextension of the industry—that is, the opening of new mines—and (2) the great drift of the men of the surrounding community to the mines since the award of the Bituminous Coal Commission of 1920. This commission fixed the rate for common labor in the Fairmont district between \$6.74 and \$7.26 for eight hours' work. There are no other institutions in the district, industrial or otherwise, paying this rate of wages for common labor.

LOCAL STOPPAGES.

The records in the operators' labor commissioner's office show 41 local mine strikes since 1919. The record is manifestly incomplete, as all evidence points to the fact that there are few mines which have been free from stoppages. The chronological list of strikes given in Table 7 is intended merely as illustrative of the general character of local stoppages in the district.

TABLE 7.—DATE, DURATION, CAUSE, AND SETTLEMENT OF LOCAL MINE STRIKES IN THE FAIRMONT COAL FIELD, OCTOBER 28, 1918, TO APRIL 30, 1923.

Date.	Duration (days).	Cause.	Settlement.
Oct. 28, 1918.....	1	Change in starting time demanded by miners.	In favor of company.
Dec. 1, 1918.....	8	Union recognition.....	In favor of men by acceptance of subdistrict agreement.
Do.....	2	Discharge of man demanded by local union.	In favor of company.
Feb. 10, 1919.....	5	Increase demanded for cutting of coal.	Do.
May 19, 1919.....	2	Discharge of assistant foreman demanded by miners.	Do.
Dec. 1, 1919.....	8	Claim for extra pay.....	Do.
Jan. 2, 1920.....	2	Discharge of man.....	Do.
Jan. 3, 1920.....	5	Employment of boss driver objected to by men.	
Mar. 4, 1920.....	2	Extra pay for taking stock to and from mine demanded by men.	Do.
May 5, 1920.....	4	Discharge of miner demanded by miners..	
May 15, 1920.....	1		
May 21, 1920.....	6	Lay-off of one-armed engineer.....	Company gave crippled man other job.
May 24, 1920.....	2	Controversy over laying room tracks....	Adjusted.
June 1, 1920.....	2		
Do.....	2	Discharge of committeeman.....	In favor of company.

TABLE 7.—DATE, DURATION, CAUSE, AND SETTLEMENT OF LOCAL MINE STRIKES IN THE FAIRMONT COAL FIELD, OCTOBER 28, 1918, TO APRIL 30, 1923—Concluded.

Date.	Duration (days).	Cause.	Settlement.
June 2, 1920.....	2	Grievance over water supply in homes...	
June 4, 1920.....	1	
July 2, 1920.....	1	
Sept. 21, 1920.....	1	Order to loaders to put their checks on car..	
Nov. 11, 1920.....	2	
Nov. 19, 1920.....	1	Discharge of 4 men for loading dirty coal objected to by men.	Discharged man reinstated.
Mar. 29, 1921.....	2	
Apr. 22, 1921.....	1	Discharge of 2 "undesirable" union men demanded by miners.	
May 18, 1921.....	13	Demand of miners that construction work be done by union men.	In favor of company.
June 1, 1921.....	7	Extra pay for loading bottom.....	Do.
July 6, 1921.....	2	Pay for dead work.....	Do.
Jan. 20, 1922.....	1	Distribution of work.....	
Jan. 22, 1922.....	3	do.....	Special adjustment agreed upon.
Jan. 27, 1922.....	15	Objection to conveyor for moving coal...	
Aug. 21, 1922.....	1	
Do.....	2	Men objected to laying tracks.....	In favor of company.
Aug. 23, 1922.....	1	Foreman's instructions objected to by tippie man.	Do.
Sept. 5, 1922.....	2	Discharge of men.....	
Sept. 19, 1922.....	1	Welghing of mine cars.....	Do.
Dec. 11, 1922.....	3	Discharge of men refusing to pay fine demanded by men.	
Feb. 14, 1923.....	3	Extra compensation for work.....	
Apr. 3, 1923.....	2	Claim by miners that company refused to sign district union agreement.	Do.
Apr. 13, 1923.....	4	Extra compensation for dead work.....	
Apr. 19, 1923.....	2	do.....	Do.
Apr. 20, 1923.....	10	Wet-place rate demanded by men.	
Apr. 30, 1923.....	3	Discharge of superintendent demanded by men.	Do.

The record given below of stoppages in the mines of one coal company is presented because it is typical. The company operates six mines in this district and is known for its liberality and up-to-date management.

On October 28, 1918, there was a strike at Mine No. 1 of this company over the time of starting the mine, the men wanting the time changed. This strike was in violation of the scale contract and the men returned to work on October 29.

A strike at the company's Mine No. 2 occurred on December 1, 1918, because the local union asked the company to discharge a man and the request was refused. The strike lasted two days. The case was subsequently decided against the miners.

On February 10, 1919, machine men tied up one section of Mine No. 3, asking for additional pay for cutting coal. The section was shut down from February 10 to February 15, affecting 25 men. The strike was in violation of the agreement, and it was so decided.

In May, 1919, a two-day strike took place at the same mine, affecting 125 men. The men insisted upon the discharge of a foreman. The strike was declared to be in violation of the agreement.

In April, 1920, there occurred a two-day strike at the same mine, involving 120 men. The drivers demanded extra time for taking stock to and from the mine. The case was decided against the miners.

On May 18, 1921, the men at Mine No. 4 struck because of employment of nonunion men on construction work which the miners claimed should be done by union labor. The strike lasted from May

18 to 31. The strike was in violation of the agreement, and it was so decided.

Mine No. 3 was closed June 1 to 6, 1921, by a strike, as the loaders demanded extra pay for taking up bottom. The case was decided in favor of the company.

In September, 1922, there was another strike at this mine, the men demanding that mine cars be weighed, without having given the company sufficient notice to make arrangements for weighing cars. The strike was in violation of the agreement, and it was so decided.

On April 3, 1923, the entire working force of this mine refused to go to work, the men stating as their reason that they did not know whether the coal company was a party to the agreement made by the operators' association and the United Mine Workers of America. As a matter of fact, the company had signed the agreement.

The frequency of local stoppages indicates, first, a lack of effective control on the part of the district and subdistrict officers, and second, that the penalty of \$1 per day provided for in the agreement is inadequate as a deterrent force. One of the probable reasons for the ineffectiveness of the dollar fine is that money thus collected is, according to the agreement, to be used to relieve cases of distress in accidents to miners. So long as the fines are used for such humane purposes, the miners who are fined do not resent the penalty.

DISCHARGES.

The contention of the operators that the discharge clause of the agreement has become a dead letter is not altogether supported by the facts. An analysis of all the discharge cases handled by the operators' labor commissioner and subdistrict presidents shows that discharges do take place whenever the infraction on the part of the worker is specifically prohibited by the scale agreement. It is true, however, that it is difficult to make discharges because the employer is obliged to show cause, beyond doubt, of violation of the scale agreement.

A large number of cases of discharge are summarized below, classified as to whether or not they were sustained.

DISCHARGES SUSTAINED.

Nine men were discharged for loading dirty coal. The men contended that the tippie was so arranged that it was impossible to determine definitely whose mine car contained the dirt. Upon investigation it was found that there was no such difficulty and that there was little chance of error. The discharge was sustained.

Two coal loaders, members of the mine committee, were discharged for interference in the management of the mine. The discharged employees admitted that they had notified men who were performing emergency work permissible under the contract, such as running the motor or driving when the regular employees were absent, that unless they kept off such work they would be assessed \$10. The discharge was sustained on basis of section 22 of the scale agreement.

A tracklayer's helper was asked by the mine foreman to take a horse and drag a pair of iron rails to a place where they were needed. The employee refused to perform this labor, claiming that "he was afraid

he would be fined by the local union." Section 13 of the scale contract provides that daymen must perform any class of work at the direction of the mine foreman, provided the scale rate is paid and the individual is not asked to take a reduced rate of wages. The discharge was therefore sustained.

Two cutters operating a short-wall machine had been cutting entries and crosscuts too wide, endangering the roof and the lives of those who loaded the coal. The general superintendent and the cutters had some time previous agreed that, upon the payment of the "narrow work price" for all coal, they would cut the width as directed by the foreman. The company claimed that this agreement was not complied with by the cutters, that they persisted in cutting from 2½ to 4 feet wider than the width directed by the company. For this the cutters were discharged. Joint investigation showed that the company had marked the width to be cut, but the cutters did not follow the marks, and it was decided that the company acted within its rights under the agreement in discharging these two cutters.

A man was discharged for absenting himself for two days in succession without notifying his foreman and for general irregular work. The case was appealed to the joint board, which decided against the man.

Two brothers were working together at loading, but were alternately checking the cars of coal. For three successive times one man loaded dirty coal and was discharged. Every effort was made by the union officials to protect this man, they claiming that it was impossible to determine "which of the two brothers threw in the refuse" and that "bad air and smoke prevented their seeing." The case was carried to the joint board, which decided in favor of the company.

Two motormen were discharged for refusing to take their motor into the mine on an idle day, for shifting empties and loading slate cars for the slatemen, unless the company would furnish "snappers" or brakemen in addition to the motormen. The motormen claimed that it was dangerous to do this work without the helpers. The evidence showed that there was no unusual danger and that helpers had not previously been used in such cases. The discharge was sustained.

Nine men were discharged for loading dirty coal. The miners contended that it was difficult to determine in whose car the dirt was, on account of the method of dumping. The contract provides for clean coal, and the market conditions make it necessary that this provision be complied with and that all dirt be left in the mines. It was decided that the company was within its scale rights in discharging the men in question.

Four miners were discharged for going into the mines, shooting out a manhole on the main haulway, confiscating 10 empty cars that had been left at a specific place in the mines to be used in loading bone and slate, taking 6 other cars from another place in the mine and moving the same to their working place, and loading the 16 cars with coal. All this was done in spite of the warning of the foreman "not to go into the mines, as there was no work." The evidence supported the contentions of the company. The shooting out of the manhole was detrimental to the mines and in violation of the fourth clause of section 1 of the contract. The mine committee, which

made an inspection of the place, stated "that the parties responsible should each be penalized to the extent of not being paid for the coal they had loaded." The discharge was sustained, but the men were paid for the coal.

A miner was discharged for violating orders of the mine foreman. The foreman ordered the turn stopped, but the man refused to permit his turn to be stopped and by force took a car from the entry and loaded it. The discharge was sustained but reinstatement was recommended, as it was a first offense.

A miner was discharged for a violation of the scale contract in interfering with the lamp man. The evidence brought out the fact that the miner refused to permit the mine committee to handle his case, in accordance with the provisions of the scale contract. The discharge was declared to be justified.

A pump man was discharged for failing to carry out orders of the mine foreman. The evidence was to the effect that because of an extra amount of water and poor power service a boy was placed in the mine to report if anything went wrong. The power was such that the pumps could not successfully handle the water, but the pump man failed to report this condition. Because of this violation of orders and other evidence indicating general negligence, the discharge was sustained.

The company changed the lamp house so that one man could attend to both lamp house and compressor. Following instructions from the union, both men claimed the job, and each refused to follow the company's orders and tend lamps. Both were discharged. The company's right under the scale contract to discharge for this offense was recognized, as the men should have complied with the company's orders and brought whatever grievances they had to the courts of the two organizations. The men, however, were subsequently reemployed upon promising to perform their labor and in the future to comply with the scale contract in taking up grievances.

A miner was cutting coal on a certain territory when an additional place was added. The cutter refused to continue cutting this place on account of his inability to make the same wages as on the other work. When ordered to do the work he abused and physically assaulted the foreman. The discharge was sustained.

A machine cutter refused to cut a place because of a disagreement between himself and the mine foreman over the payment for dead work. The man also claimed that the place was dangerous on account of a bad roof. The cutter, however, said he would cut the place if the mine foreman paid him the price. Under these circumstances his refusal to cut the place was due to failure to agree on the price and not because the place was dangerous. The discharge was sustained.

Six men were discharged for loading dirty coal. The scale agreement provides for loading clean coal. Upon investigation it was found that the company had exercised its scale rights in dismissing these men for violating section 18 of the contract by loading dirty coal. The discharge was therefore sustained.

A miner was discharged for refusing to work in his regular working place. He was mining coal on the night shift and desired to be changed to the day shift, and because he could not secure this change he did not report for work for a period of more than two days. Sec-

cion 37 of the scale provides that when an employee absents himself for two days without notification or without obtaining permission, he is subject to discharge. The discharge was sustained by the joint committee.

A man was suspended for not keeping the motor well greased and the bolts tightened. He claimed that he did not have sufficient tools to keep the motor in repair. Joint investigation showed the man's contention to be incorrect, and it was decided to transfer him to another job.

A machineman, whose territory was worked out, was offered other employment until a new section could be provided for him. The company gave him daywork, at which he worked one day. The following day the company asked him to cut coal in place of the regular cutter, who was off. The man refused to cut coal, claiming he had been employed as a dayman. The man was discharged, and the action of the company was sustained.

A pumper was discharged for not attending properly to his duties. The company proved its case by the testimony of a coal loader who stated that the pumper had not done his duty and of a machineman who was told by the pumper not to start the pump. The discharge was sustained.

A member of the bank committee violated the duties of a mine committeeman by ordering a man off the cage in the morning, and by notifying the night shift what hours it should work, which meant a seven-hour day. The discharge was sustained.

The local union at a mine claimed that a cutter had been laid off and a new man hired in his place. An investigation showed that the cutter refused to continue work until his grievance against the company could be adjusted by the courts of the two organizations, thereby giving up all claims to his work. The discharge was sustained.

Two men were discharged for not properly performing their work. The evidence showed the company's contentions were correct in the case of one man and incorrect in the case of the other. The discharge of the first man was sustained, but the second man was reinstated.

A member of the mine committee entered the blacksmith shop and attempted to interfere with the work of the blacksmith in the repairing of a machine. When the superintendent requested him to desist in his interference, he struck the superintendent with an iron bar. For this he was discharged. The mine committee could not see the justice of the discharge, but the labor commissioner for the operators and a representative of the international union sustained it.

A mine committeeman was discharged for interfering with the management of the mine. The committeeman ordered a motorman to discontinue overtime work. It is obvious that the committeeman's actions made him subject to discharge. In view, however, of some conditions surrounding the case which led to a misunderstanding, the company agreed to waive the right to discharge and to continue him in its employment.

DISCHARGES NOT SUSTAINED.

On account of an accident at the mine, it was necessary for two drivers to work more than eight hours, or after the regular quitting time. This was considered emergency work permissible under the agreement. The two drivers who were called upon to perform this

emergency work refused to do so. One quit and the other was discharged. The scale contract provides "that emergency work shall be permitted by the local union when workmen are willing to perform such labor," but it does not compel workmen to work more than eight hours or beyond the regular quitting time. While emergency work necessary to keep the mine in full operation should be performed, the decision in the case had to be confined to the agreement as written, and it was therefore decided that the company should reinstate the driver in his former position and compensate him for time lost.

It had been the practice at a mine to load and haul coal and place empties on Sunday in order to supply the company pumping station with coal to keep it going 24 hours each day and, after the coal was dumped, for the driver to return the empties to the several working places so that there would be no delay in getting started promptly on Monday morning. Objection was made by some of the men to Sunday work. They claimed that it was not "emergency work" necessary in order to supply the pumping station with coal to run over Sunday. The men contended that this Sunday work could be eliminated if the company would increase its hauling equipment. It appeared from the evidence that the mine committee, on instructions from the local union, went to the superintendent and told him "that no empties would be placed on Sunday." For this the mine committee was discharged. The discharge was not justified, as none of the men had been told by the mine committee not to place the empties. When one of the drivers asked the superintendent "what to do about it," the superintendent told him not to place the empties. Had the committee told this driver not to perform the work, the company would have exercised its contract rights in discharging the committee. The discharged men were reinstated in their former positions with back pay.

A loader was discharged for using abusive language toward a foreman and for interference with management. An investigation of the case failed to substantiate the company's claim that the man had interfered with the management. While the man might have used some abusive language, this "does not constitute a dischargeable offense under the agreement." The man was therefore reinstated, with pay for time lost.

A member of the mine committee was discharged for interference with the operation of the mine. The evidence in the case did not support the contention of the company, and the man was reinstated with back pay.

A loader was discharged for failing to clean up his work place properly for the machinemen. The evidence was contradictory. The benefit of the doubt was given the man, who was reinstated without back pay.

The company discharged a coal loader for the alleged offense of "threatening to do bodily harm to the mine foreman." Since the scale contract provides no remedy for such offense, the company was not sustained in this case. The loader was reinstated, with back pay for time lost.

Five men were discharged for refusing to work overtime. The company desired all coal on the tipple to be dumped off after working hours. The tipple men dumped coal enough to fill the car under the tipple and went home. Section 5 of the scale contract provides

that "emergency work shall be permitted." This, however, does not give the company the right to compel men to work overtime against their wishes, nor does it give the union the right to interfere in any manner with those who are willing to work overtime, except as provided in section 5 of the scale contract. It was therefore decided that the company was in error in discharging these men and that they should be reinstated and compensated for the time lost.

Two machinemen and a cutter and his helper were discharged for failing to cut coal. The cutter acknowledged his guilt and accepted his discharge. The helper, however, took the position that being a helper and under instructions of the foreman not to cut on the mark so long as the cutter remained on the machine, he was not responsible for the failure to cut the coal properly, and that the penalty of discharge should not apply to him. The evidence in the case sustained the claim of the helper, and it was decided that he be reinstated with compensation for time lost.

A machine scraper was discharged for failing to shovel the "bug-dust" from the coal in a workmanlike manner. It was claimed by the company, and supported by evidence of loaders, that he did not do his work properly. It was claimed by the mine committee, and supported by evidence of loaders, that he had done his work as well as other scrapers. The evidence being contradictory, it was decided that "in the interest of justice, the scraper shall be reinstated to his former position and that, in the event the company believes he is not performing his work in a satisfactory manner, the mine boss shall preserve the evidence of such work until the committee has seen the same."

A misunderstanding arose between the local union and the mine management over the interpretation of an agreement relative to the duty of machinemen to take in horses to move their machines on days when the mine was not in operation. As a result of this misunderstanding, three cutters were discharged. The scale contract provides that machinemen keep their cutting up, that only such territory be given a machine crew as can be cut in eight hours, and if there is a breakdown or other condition which is the fault of neither the company nor the machinemen and which prevents the cutting of the coal in eight hours, that it is the duty of the machinemen to take a horse and work the overtime necessary to cut their territory, but if, through fault of the company, the machinemen are prevented from cutting their coal on their regular shift and they are compelled to go in when the mine is idle to cut their coal, it is the duty of the company either to send a driver to move the machine or to pay the machinemen for such labor. It was decided that in view of the circumstances and the misunderstanding in the matter, the discharged men should be reinstated, and that in the future, when questions of wages or working conditions are in dispute, the orders of the mine foreman shall be obeyed and the employee appeal his case to the courts of the joint organizations.

A pick miner was discharged for interfering with the men going to work, using abusive language, and inciting them not to go to work when railroad cars were late in placement. The matter was gone into very carefully by the joint committee. From the information gained there had not been anyone "stopped" from work, neither had the operation of the mine been retarded; and as there is no specific scale

provision which penalizes a man for "mouthing" and using language unbecoming and unnecessary toward a fellow-workman, unless the same would cause the mine or a part of the mine to shut down, the man was found "not subject to discharge." He was reinstated in his former employment with compensation for time lost. The following admonition accompanied the decision:

We do wish to emphasize the fact, however, that there is a "spirit" feature connected with the contract, as well as its specific wording or written terms, and such epithets as have been used at fellow workman by —— is not in keeping with the spirit of the contract and can find no lodgment in the breast of honorable men who work together under the same charter, who have assumed the same obligation, and we condemn it, with the advice that it be eliminated.

A committeeman was discharged for exceeding his authority and interfering with the operation of the mine. The man notified a blacksmith who had been attending to some machinery to cease work. Section 22 of the scale agreement sets forth clearly the duties of the mine committee. The commissioners decided that the committeeman had violated section 22 of the scale agreement and sustained the discharge. In view of the fact, however, that the committeeman was acting under instructions of the local union and believed that he was doing his duty, and in the belief that it was more of a misunderstanding of scale rights than a willful desire to violate the contract, and that a better cooperation and compliance with the scale contract in the future might be hoped for it was recommended that the company reinstate him in his former position, without compensation for time lost.

A coal loader and committeeman was discharged "for going through the mine in violation of scale contract." The evidence in the case was to the effect that the man, after attending to some union business, had been asked to return to his work place. The man refused to return, claiming that he would not have time to clean his place up. This was five days after he had gone through the mine in violation of the contract, for which offense the boss claimed that he had discharged him. The joint committee decided that the fact that the company permitted him to work for five days after going through the mine was evidence that he was not fired for that offense. He was therefore reinstated, with back pay.

A miner was asked by the mine boss to quit loading coal and go to driving, the mine boss agreeing to pay him for two hours extra each day. At a later date the mine boss asked the man to take pay for one hour less. This he refused to do and absented himself from work the following morning. On Monday night he made an attempt to see the boss to get permission to stay away on Tuesday. He saw him on Tuesday morning, but was then discharged. The evidence was clear that the real trouble was that the man would not take a reduction in his pay. He was reinstated with back pay.

A man was discharged for loading impurities in the coal. The miner justified his action by saying "he was not paid to throw them out." The man was put back to work after a lay-off of one week.

RENEWAL OF 1923 AGREEMENT.

The labor agreement between the Northern West Virginia Coal Operators' Association and District No. 17, United Mine Workers of America, the principal factor in determining the extent of indus-

trial peace in the Fairmont field, expired on March 31, 1924. On April 1, 1924, it was renewed, with some minor changes, for a term of three years. This means that the labor relations in the Fairmont coal field are stabilized for the next three years at least.

The new agreement preserves, with one minor modification, all the scales and rates of wages of the agreement of 1923. It makes no appreciable change in the agencies of grievance adjustment.

The following are the more significant changes incorporated in the new agreement:

1. Reduction in the width for which a higher rate is paid for narrow work (section 1). This is the only rate change of any significance and works in favor of the operator or employer. The agreement also specifies (section 2) that the miner is to accept the empty mine car at the closest switch, placing the same at his own working face. It is also the miner's duty to recover turn rails and ties in pillar work.

2. Closed mines do not come under the jurisdiction of the United Mine Workers of America until they are ready to produce coal (section 6).

3. The starting time of the mine, if under dispute, is to come under the grievance clause of the agreement (section 7). Under the preceding agreement, if no mutually satisfactory starting time could be agreed upon deadlock resulted.

4. Fine assessments by the union against individual miners are not collectible through the check-off (section 9). This means that the scope of the check-off has been narrowed down by the new agreement, as under the old agreement the operator was obligated to check off fines as well as dues and special assessments.

5. The new agreement gives the operator the right to transfer men from the dead work to mining (piecework) without any interference by the miners' organization (section 13).

6. A discharged mine committeeman is not to be recognized as a committeeman until he is reinstated (section 22).

7. A three-day limit is placed on discharge cases. This means that failure of the miners' organization to protest a discharge within three days validates the discharge (section 27). Under the former agreement a period of five days was provided for the purpose.

8. The new agreement includes an interesting declaration by the union against local strikes (section 28). It is as follows:

The United Mine Workers of America recognize that the very fundamentals upon which collective bargaining is founded is the strict observance of wage agreement by both parties to this contract. Local strikes can not and will not be tolerated. Every member of the United Mine Workers of America under the jurisdiction of this agreement pledges himself to cooperate with, and assist, every officer of the organization in preventing local strikes. Every officer of the organization, subdistrict, district, and international, pledge themselves to do everything possible to make this declaration effective.

The above-quoted section, regarding the miners' attitude toward local strikes is new. If carried out in good faith, it will eliminate an illegal and useless practice frequently complained of by the operators.

9. To strengthen the above declaration against strikes, the fine imposed by the preceding agreement on the miners for local strikes has been raised from \$1 a day to \$2 per day per man. This increase

in the fine for striking is accompanied by a similar increase in the fine to be paid by the operators in cases of lockouts (section 29).

10. The section of the agreement providing for the suspension or discharge of absentees or irregular workers has been modified slightly in favor of the workers by the insertion of the words "if possible" (section 37). This means that failure to notify in case of sickness can be justified by the employee on the theory that it was not possible for him to notify the management.

Generally speaking, all of the principal changes made, with one exception, to wit, that of the insertion of the words "if possible" in section 37, are to the advantage of the operators. The amendment to section 37 may be classed as a concession to the miners.

There are quite a number of textual changes in the agreement. They do not, however, modify the nature of relationship between miner and operator and need not be commented upon.

TEXT OF 1924-1927 AGREEMENT.

The text of the agreement between the Northern West Virginia Coal Operators' Association and District No. 17, United Mine Workers of America, signed March 28, 1924, is as follows:

Memorandum of agreement made and entered into by the membership of the United Mine Workers of America and the membership of the Northern West Virginia Coal Operators' Association, whose interests are represented by this conference, affecting labor rates and conditions in the 12½ counties of northern West Virginia, comprising the territory covered by the operators' association.

This agreement is to be effective April 1, 1924, and to continue for a period of three years or until March 31, 1927.

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

This agreement shall constitute the only basic agreement to be entered into at any time during the term of this agreement by any members or officers of the United Mine Workers of America and any operator within the following specifically stated territory covered by the Northern West Virginia Coal Operators' Association: Monongalia, Marion, Harrison, Preston, Taylor, Barbour, Randolph, Upshur, Lewis, Gilmer, Braxton, and Webster counties, and that portion of Nicholas County containing coal or coal mines, being operated or capable of being operated, along the line of the Baltimore & Ohio Railroad Co.

The fulfillment of this agreement is guaranteed by the international union and by the officers of the district and subdistrict unions, both in letter and in spirit.

Free rent, free powder, free coal, free lights, or any extra compensation paid in time or money, or otherwise, is hereby mutually construed as a bonus and is condemned.

Mining rates based on net ton of 2,000 pounds; coal 4 feet and over in thickness.

Pick mining, entries.....	\$0.936
Rooms and pillars.....	.876
Machine mining with machine drilling:	
Loading, entries.....	.627
Loading, rooms and pillars.....	.607
Cutting entries—chain machine.....	.179
Cutting rooms and pillars—chain machine.....	.1623
Machine mining without machine drilling:	
Loading, entries.....	.647
Loading, rooms and pillars.....	.627
Cutting entries—chain machine.....	.169
Cutting rooms and pillars—chain machine.....	.1523

Punching-machine rates 5 cents above chain-machine rates.

Mining rates based on net ton of 2,000 pounds; coal less than 4 feet in thickness.

Pick mining, rooms and pillars.....	\$0. 95
Pick mining, entries.....	1. 065
Loading, entries, hand drill.....	. 7573
Cutting, entries, hand drill.....	. 1948
Loading, rooms, hand drill.....	. 70
Cutting, rooms, hand drill.....	. 1583
Loading, entries, machine drill.....	. 7375
Cutting, entries, machine drill.....	. 2048
Loading, rooms, machine drill.....	. 68
Cutting, rooms, machine drill.....	. 1683

Punching-machine rates to be 5 cents above chain-machine rates.

Outside day labor rates.

	Per hour.	Per day.
Dumpers.....	\$0. 86 $\frac{1}{2}$	\$6. 90
All other tippie men, including car cleaners and handlers.....	. 81 $\frac{1}{2}$	6. 55
Picking table boys.....	. 59	4. 72
Greasers.....	. 81 $\frac{7}{8}$	6. 55
Blacksmiths, first class.....	1. 01 $\frac{1}{2}$	8. 10
Blacksmiths, second class.....	. 91 $\frac{1}{4}$	7. 30
Blacksmiths' helpers.....	. 81 $\frac{1}{2}$	6. 55
Car repairmen.....	. 91 $\frac{1}{2}$	7. 30
Car repairmen's helpers.....	. 87 $\frac{1}{2}$	6. 98
Machinists, first class.....	1. 03 $\frac{3}{4}$	8. 30
Machinists, second class.....	. 91 $\frac{1}{2}$	7. 30
Machinists' helpers, inside.....	. 83 $\frac{3}{4}$	6. 70
Machinists' helpers, outside.....	. 81 $\frac{1}{2}$	6. 55
Electric coal hoist engineers, shaft.....	1. 00	8. 00
Engineers.....	. 91 $\frac{1}{2}$	7. 30
Combination engineer and fireman.....	. 91 $\frac{1}{2}$	7. 30
Water tenders.....	. 87 $\frac{1}{2}$	7. 00
Combination fireman, substation and fan man.....	. 86 $\frac{1}{2}$	6. 90
Fireman, hand firing.....	. 85 $\frac{3}{8}$	6. 85
Substation, operator and fan tender.....	. 68 $\frac{3}{4}$	5. 50

Inside day labor rates.

	Per hour.	Per day.
Drivers.....	\$0. 90 $\frac{3}{4}$	\$7. 26
Motormen, all classes.....	. 92	7. 36
Motormen's helpers.....	. 90 $\frac{3}{4}$	7. 26
Gathering locomotives.....	. 92	7. 36
Gathering locomotives, helpers.....	. 90 $\frac{3}{4}$	7. 26
Gripmen.....	. 90 $\frac{3}{4}$	7. 26
Trackmen, main line.....	. 92	7. 36
Trackmen, ordinary.....	. 90 $\frac{3}{4}$	7. 26
Trackmen's helpers.....	. 88 $\frac{1}{2}$	7. 06
Statemen.....	. 84 $\frac{1}{2}$	6. 74
Timbermen.....	. 90 $\frac{3}{4}$	7. 26
Timbermen's helpers.....	. 84 $\frac{1}{2}$	6. 74
Wiremen.....	. 90 $\frac{3}{4}$	7. 26
Wiremen's helpers.....	. 84 $\frac{1}{2}$	6. 74
Pipemen.....	. 89 $\frac{3}{4}$	7. 18
Pumpers.....	. 84 $\frac{1}{2}$	6. 74
Trappers.....	. 54 $\frac{3}{8}$	4. 35
Bratticemen.....	. 90 $\frac{3}{4}$	7. 26
Bratticemen's helpers.....	. 84 $\frac{1}{2}$	6. 74
Cagers.....	. 92	7. 42
Cagers' helpers.....	. 86 $\frac{3}{4}$	6. 94
Cagers' couplers.....	. 84 $\frac{3}{4}$	6. 78
Greasers.....	. 84 $\frac{1}{2}$	6. 74
All other inside labor.....	. 84 $\frac{1}{2}$	6. 74

APPLICATION OF MINING RATES.

SECTION 1. The mining rate for the thick vein shall be based on all coal 4 feet and over in thickness. The mining rate for the thin vein shall be based on all coal under 4 feet in thickness. The mining rates for entries shall be applied to all headings not more than 12 feet wide and not less than 8½ feet wide; and to all crosscuts not more than 12 feet wide.

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

The miner shall be required to load his coal in every case free from slate, bone, niggerhead, and other impurities.

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

In paying for coal before it is screened, it is not intended to encourage unworkmanlike methods of mining and blasting coal, or to decrease the proportion of screened lump, and any miner will be subject to discipline, who, from ignorance, carelessness, or any other cause, fails to properly mine, shoot, and load the coal. If required by the operator the miner must block or snub the machine cut before shooting. Snubbing, however, does not apply to top-cutting machines.

SEC. 2. The scale of prices agreed to for mining coal shall include the work required to properly mine, drill, shoot, clean, and load the coal, and properly timber the working places in the mine, and the operator shall be required to furnish the necessary props and timbers to properly timber all working places. When timbers, props, etc., are sent to the miner in mine cars in reasonable amounts he shall unload same.

Miners shall lay all track in rooms and temporary track in entries, and the operators assume the obligation of laying all turn rails and switches. Where grades are favorable the miner shall accept the empty car at the nearest switch to his working face.

It is understood the miner shall be responsible for the care of all supplies sent to him for his use, and that he will recover all turns, rails and ties in pillar drawing, where possible.

COKE WORKERS.

SEC. 3. Rates and working conditions to be covered locally.

EIGHT-HOUR DAY.

SEC. 4. That the eight-hour day and rules now in effect shall continue. An eight-hour day means eight hours' work in the mine at the usual working places for all classes of inside day labor. This shall be exclusive of the time required in reaching such working places in the morning and departing from the same at night.

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

When daymen go into the mine in the morning, they shall be entitled to two hours' pay whether or not the mine worked the full two hours, but, after the first two hours, the men shall be paid for every hour thereafter by the hour, for each hour's work or fractional part thereof. If for any reason the regular routine work can not be furnished inside daymen, the operator may furnish other than the regular labor.

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

EMERGENCY WORK.

SEC. 5. The eight-hour day as provided for in the preceding section shall be in force, and carried out by both miners and operator. When, in the opinion of the operators, emergency work is necessary for the safety or continued operation of the mine, it shall be permitted. If the employees believe the operators are taking advantage of this provision, they shall have the privilege to make their complaints through the regular channel provided for in joint agreement covering scale grievances.

JURISDICTION—UNITED MINE WORKERS OF AMERICA.

SEC. 6. All workmen eligible for membership, employed in and around the coal mines or coke ovens, shall be members of the United Mine Workers of America. This shall not include labor employed specifically for construction work, plant improvement, or extensive repairs unless these men are regularly employed at the plant. A mine or coke plant that has been closed down for a considerable period of time shall not come under the jurisdiction of the joint agreement until it is ready to produce coal or coke.

STARTING TIME.

SEC. 7. The starting time recognized for the field is 7 a. m. unless otherwise agreed to in accordance with the grievance provisions of this contract.

HOLIDAYS.

SEC. 8. The following holidays are recognized: New Year's, Decoration Day, Labor Day, Christmas, April 1, July 4, Thanksgiving Day.

CHECK-OFF.

SEC. 9. The operator agrees to check-off of each employee, not exempted from dues by scale contract, such initiation fees, dues, and assessments as are submitted to the company, not later than 24 hours after the expiration of each half. Such collections shall not exceed five (\$5) dollars in any one calendar month, not including initiation fees. However, the collections for initiation fees shall not exceed five (\$5) dollars per month.

Collections for the union shall follow checkweighman, rent, fuel, smithing, and doctor.

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

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

The United Mine Workers of America agrees to aid the company in collecting just accounts against employees.

MACHINE WORK.

SEC. 10. Machinemen in both wide and narrow work are required to cut coal level and close to the bottom, and in no case shall thickness exceed 4 inches, except under abnormal conditions. If a machine cutter leaves a spragg or a thick bottom in excess of 4 inches he shall be notified to remove same, and should he fail or refuse he shall be charged one dollar for each spragg, and fifty cents for each run of thick bottom for breast machine or its equivalent width, the same to be paid to the loader.

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

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

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

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

CHECKWEIGHMAN.

SEC. 11. Checkweighmen selected from among employees at the mine may be placed on each tippie at the expense of the miners, and their duties shall be only those prescribed by the laws of the State of West Virginia. No checkweighman shall be placed on any tippie except where same is selected by ballot by a majority vote of the miners working in said mine. Checkweighman shall in no way interfere with the working force or the operation of the mine and shall be subject to all the penalties provided in this scale contract against other members of the working force.

TRADE.

SEC. 12. Employees have a right to trade where they please.

HIRE AND DISCHARGE.

SEC. 13. The operator or his superintendent or mine foreman shall be respected in the management of the mine and the direction of the working force. The authority to hire and discharge shall be vested in the mine superintendent or mine foreman, and nothing in this agreement shall be construed to abridge the right of the employer in either of these respects.

Daymen must perform any class of work at the direction of the mine management, provided the scale rate is paid, and the individual is not asked to take a reduced rate of wages for the day. The company has the right to transfer daymen to loading coal without question, provided he is given an average working place.

LOADING CARS.

SEC. 14. The operators shall at all times be at liberty to load any railroad cars whatsoever, regardless of their ownership, with coal, sell and deliver such cars in any market, and to any person, firm, or corporation that they may desire.

SEMIMONTHLY PAY.

SEC. 15. All labor shall be paid semimonthly. Semimonthly payment means that miners shall be paid twice a month, pay days to be determined locally, and statements shall be available twenty-four hours prior to pay day.

MINING—WORKMANLIKE METHODS—TIMBERING.

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

SEC. 17. In any case where the mine foreman directs the placing of crossbars to secure the roadway, then in such case only the miner shall be paid the prices for such crossbars as may be agreed upon between him and the mine foreman. In case of miners shooting bottom, should any of the props be loosened or displaced, thereby endangering the safety of the workmen, the miner agrees to reset same. The above does not contemplate any change from the ordinary method of timbering by miner for his own safety.

DOCKS.

SEC. 18. In case of any slate, bone, sulphur, or other impurities sent out by the miner it shall be the duty of the trimmer of the car to call the attention of the weighman and checkweighman, where one is employed, to the same, so as to deduct weight, as estimated, of such impurities by the trimmer, or dock boss from the ascertained weight of such car; for the second offense he may be suspended for one working-day or fined fifty cents; for the third and each subsequent offense occurring in any one calendar month he may be suspended, discharged, or fined one dollar (\$1) at the option of the superintendent; that in malicious and aggravated cases the superintendent shall have the right to suspend or discharge for the first or any subsequent offense.

SEC. 19. Any miner abusing or seeking to embarrass the trimmer for performing his duties shall be fined three dollars (\$3) or be discharged at the option of superintendent.

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

SEC. 21. The proceeds of all fines arising under this clause to be paid to the treasurer of the joint board. Under no circumstances shall the fine be remitted.

MINE COMMITTEE—GRIEVANCIES.

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

Any committeeman discharged under this section shall not be recognized as a committeeman until his or their case is disposed of under the provisions of the joint contract. This does not prevent discharged mine committeemen, where entire committee has been discharged, from appealing their case direct to the commissioner of the operators' association and the mine workers' officials.

SEC. 23. In case of any local troubles at any mine, the aggrieved party shall make an earnest effort to adjust the dispute with the mine foreman. In case they are unable to agree, the matter shall be referred to the mine committee and local management of the mine, and if they fail to agree to the commissioner of the operators' association and the miners' officials, and if they fail to agree to the district board of the two organizations, and should they fail to agree they shall select an umpire or referee, and a decision of a majority of them shall constitute a final and binding award. In all cases all parties involved must continue at work pending the investigation and adjustment as above set forth.

SEC. 24. If any employee for whom the scale is made, refuses to work because of any grievance which has not been taken up as provided herein, and such action shall seem likely to impede the operation of the mine, such employees, or any of them, will be subject to dismissal without recourse at the option of the company, and the mine committees shall immediately furnish a man or men to take such place or places at the scale rate, in order that the mine shall continue to work, and it shall be the duty of any member or members of the mine workers who may be called upon by the mine boss or mine committee, to immediately take the place or places assigned him or them in pursuance thereof.

SEC. 25. The mine committee, or any member thereof, shall under no circumstances go around the mine for any cause whatsoever, unless called upon by the mine foreman, or by the miner or dayman, who may have a grievance that he can not settle with the mine foreman, and then only to investigate that grievance with the mine foreman and the employee involved.

SEC. 26. Members of the mine committee, employed as daymen, shall not leave their places of duty during working hours, except with the permission of the mine foreman, or in cases involving the stopping of the mine.

SEC. 27. All discharge or suspension cases not taken up with the mine management by the mine committee within three days from time of discharge shall be invalidated. When the mine committee and mine management fail to agree in such cases, the disagreement shall be reported to the subdistrict office of the miners' union by the committee, and to the office of the labor commissioner by the company at once, and if the case is not settled within five days, the employees so discharged shall be offered some employment until the case is disposed of. If it be proven that the party discharged or suspended has been unjustly dealt with he shall be reinstated to his former employment and compensated for time lost.

DISCIPLINE.

SEC. 28. No strike or stoppage of work shall occur at any mine. All questions in dispute shall be taken up and considered and finally disposed of as provided for in section 23.

The United Mine Workers of America recognize that the very fundamentals upon which collective bargaining is founded is the strict observance of wage

agreement by both parties to this contract. Local strikes can not and will not be tolerated. Every member of the United Mine Workers of America under the jurisdiction of this agreement pledges himself to cooperate with, and assist, every officer of the organization in preventing local strikes. Every officer of the organization, subdistrict, district, and international, pledge themselves to do everything possible to make this declaration effective.

SEC. 29. Should any officer or officers of the United Mine Workers of America or any member or members thereof, employed at any mine, cause the mine or part of the mine to shut down in violation of this rule, each member of the United Mine Workers of America employed at said mines, except those who continue work, shall have deducted from his earnings the sum of two (\$2) dollars per day for each day or part of a day they may remain idle.

SEC. 30. Should any operator or his representative lock the men out for the purpose of forcing a settlement of any grievance or cause the mine or a part of the mine to shut down in violation of this rule, he shall be fined two (\$2) dollars per employee for each day or part of a day the mine is thus thrown idle.

SEC. 31. All fines assessed against employees under this agreement shall be collected by the operator from the pay for the half month in which the violation of the agreement occurred, or the first money due thereafter, and the operator shall remit the same to the treasurer of the joint board within twenty days after collection. A failure on the part of the operator to do so shall make him liable to a penalty of fifty per cent of the amount involved.

SEC. 32. All fines assessed against the operator shall be remitted to the treasurer of the joint board within twenty days after official notice is given in writing. Said notice shall be given within two weeks after the alleged violation, stating the cause of the fine, from the local union to the operator affected.

SEC. 33. All fines provided for in this agreement shall be automatically collected and any operator failing to collect such fines shall pay a penalty of four (\$4) dollars for each employee subject to be fined, the same to be collected and retained in the miners' district organization. And in no case shall any fine be refunded except by mutual agreement of the accredited representatives of the operators and the miners.

SEC. 34. It is further agreed that where any employee enters suit in the civil courts to collect any fine collected in accordance herewith the district organization shall reimburse the operator for the expense incurred on account of such suit.

The joint board shall have charge of all moneys received from fines and may use same for such worthy purpose as they may deem proper.

RIGHT TO APPEAL.

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

NEGOTIATIONS DURING SUSPENSION.

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

IRREGULAR WORK.

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

TURN.

SEC. 38. The operator will see that an equal turn is offered each miner, that he is given a fair chance to obtain same. The checkweighman, where one is employed, may keep a turn bulletin for the turnkeeper's guidance. The driver and motorman shall be subject to whoever the mine foreman shall designate as turnkeeper in pursuance thereof. This rule is not applicable, and shall not be considered as preventing the operator from driving entries or removing pillar stumps as rapidly as the emergency may demand.

BURIAL FUND.

SEC. 39. A burial fund may be established by each mine or local, to which fund each miner shall contribute twenty-five cents a month until a sum of not less than one hundred dollars (\$100) and not more than five hundred dollars (\$500) shall have been created, when collections shall cease until the fund is reduced by death, when a collection of twenty-five cents per month per man shall again be made until the amount reaches the maximum agreed upon and so on. On the day that death by accident to any employee occurs, in or around the mine, for that day only the miners shall cease working; but under no circumstances shall the mine be made idle for any funeral. And in consideration of the mine continuing to work on the day that a funeral of one of its employees is held, the operators agree to contribute to the bereaved family one-third the amount paid by the miners, said amount not to exceed twenty-five (\$25) dollars, provided the deceased was not entitled to compensation fund of the State. In case the funeral occurs on Sunday or any day the mine is idle through no fault of the employees, the company shall contribute as above. This does not prohibit friends from attending funeral.

Where greater amounts are needed than those stipulated for burial purposes, collection of such amounts may be arranged locally by mutual consent.

SEC. 40. There shall be a burial fund committee at each mine consisting of three members, one of whom shall represent the operators, the other two the mine workers, known as the burial fund committee, to take charge of these funds and to make all necessary funeral arrangements in case of any death, and said committee shall be paid for such duties as may be agreed upon locally. This committee shall render a report quarterly showing the amount of money collected, amount expended, and the balance in the treasury.

CONSTRUCTION AND REPAIR WORK DURING SUSPENSION.

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

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

ENTRY GOB AND DEAD WORK.

SEC. 42. Where there is not sufficient room to gob the dirt and draw slate in entries with ordinary conditions of the seam, the loader or miner shall load it in mine cars without compensation, and the company shall unload it.

SEC. 43. For dead work, where unusual conditions exist, the price to be paid for same shall be a question of local adjustment. Failing to agree, the company shall have the right to remove the same and give the miner another place, but all agreements entered into for abnormal conditions shall continue only as long as such conditions exist.

EXPLOSIVES.

SEC. 44. The miner shall purchase all explosives and detonators of all kinds, including fuses and squibs for blasting coal. If explosives and detonators are sold by the operators, they shall be sold at cost, which is to include handling, transportation, and insurance. The operator reserves the sole right to designate the kind of explosives that shall be used in the mines; provided all explosives shall be of standard grade.

SMITHING.

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

NO DISCRIMINATIONS.

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

OTHER CONDITIONS NOT SPECIFIED.

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

NO INVALID RULES TO BE ENFORCED.

SEC. 48. All local rules in violation of this contract shall be null and void, and no local union or group of local unions shall pass any rules in violation, neither shall any company enforce any rules in violation of this contract, and all scale contract provisions shall have precedent over any rules or provisions of the district or national constitution of the United Mine Workers of America.

EXEMPTION UNDER THIS CONTRACT.

SEC. 49. This scale shall not affect mine foremen, mine foremen's assistants, fire bosses, machine bosses, shot firers, weighmen, dock boss, stable boss, boss hauler, electricians, watchmen, and teamsters.

The company shall have the right to transfer contract men temporarily to exempted work without affecting their membership in the union, by notifying the mine committee.

LOADING MINE CARS.

SEC. 50. No limit of weight shall be placed on loading mine cars. In case of loss in transit the company shall not be held responsible, except where a wreck occurs the average weight shall be made good by the company. In order that miners can not take advantage of this clause, the mine management and committee of any mine where complaint is made of loading cars over their capacity shall mutually agree on a standard height for loading cars.

WET PLACES.

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

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

SAFETY LAMPS.

SEC. 52. In mines where closed lights, either electric or others, are used, a charge to the user of five cents per shift per lamp shall be made. An additional safety lamp where required by the cutter to comply with the mining laws will be furnished free. The miner shall be responsible for taking care of his lamp and no extra charge shall be made unless he deliberately or carelessly breaks any part of same. Where electric or other closed lights are substituted voluntarily on the part of an operator for an open light, a charge of five cents per shift per lamp shall be made. The rate per lamp herein provided may be changed if a more efficient lamp is placed in service.

HOUSE COAL.

SEC. 53. Where coal is used for fuel in dwellings, it will be furnished to employees for their own use at two dollars (\$2) per ton, plus delivering cost. Where coal is not delivered by the company and employees carry it, they shall pay two dollars (\$2) per month per house of four rooms or less. If the company does not or can not deliver the coal the employee shall have the right to get it hauled by outside teams.

ARC-WALL OR TRACK-CUTTING MACHINE RATE.

SEC. 54. The following rates apply to the arc-wall or track-cutting machine when the cutting is made at the top or bottom of the seam:

Coal 4 feet and over.

Machine mining with machine drilling—bottom cutting:	
Cutting, rooms.....	\$0. 121725
Cutting, entries.....	. 13425
Loading, rooms.....	. 607
Loading, entries.....	. 627
Machine mining without machine drilling—bottom cutting:	
Cutting, rooms.....	. 114225
Cutting, entries.....	. 12675
Loading, rooms.....	. 627
Loading, entries.....	. 647
Machine mining with hand drilling—top cutting:	
Cutting, rooms.....	. 104225
Cutting, entries.....	. 11675
Loading, rooms.....	. 637
Loading, entries.....	. 657

Coal less than 4 feet.

Machine mining with machine drilling—bottom cutting:	
Cutting, rooms.....	\$0. 126225
Cutting, entries.....	. 1536
Loading, rooms.....	. 68
Loading, entries.....	. 7375
Machine mining without machine drilling—bottom cutting:	
Cutting, rooms.....	. 118725
Cutting, entries.....	. 1461
Loading, rooms.....	. 70
Loading, entries.....	. 7575
Machine mining with hand drilling—top cutting:	
Cutting, rooms.....	. 108725
Cutting, entries.....	. 1361
Loading, rooms.....	. 71
Loading, entries.....	. 7675

This scale of rates for arc-wall or track-cutting machine prices has been determined as the result of a test to determine the labor saving as provided for in the award of the Bituminous Coal Commission of 1920. Both parties to this agreement subscribing to the recommendations of the Bituminous Coal Commission regarding the introduction of new machinery and hereby agree to continue the recommendation of the Bituminous Coal Commission in relation to the introduction of new machinery.

At any time during the life of this agreement upon petition of either the operators or the miners, the schedules provided herein for arc-wall or track-cutting machines may be revised without prejudice.

AVERAGE INDIVIDUAL PRODUCTIVITY.**PRODUCTIVITY IN A GROUP OF MINES.**

Individual productivity as affected by the conditions of the late war, as well as by unionization, is shown by the results of a special study of average individual productivity in a group of mines in the Fairmont field presented herewith. The number of operating mines in this group varied from year to year, ranging from 27 to 43.

The great majority of these mines are over 10 years old. This means that the changes in productivity which have taken place since 1914 could not possibly be attributed to the passing of some of these mines from an initial development period into regular production. Nor can these changes in average productivity be attributed to any appreciable improvement in the methods of production or to the introduction of labor-saving machinery on any considerable scale. The group of mines studied is controlled by one large corporation, which has ample funds to start and operate its mines with the best equipment which the technique of engineering makes possible. There has been no change in the average thickness of the coal seam which is being worked on in the mines of this company.

The average individual productivity in these mines is considerably greater than the average for the Fairmont field. The average per capita production in 1921 for all employees in this group of mines was 5.33 tons per day, which output compares very favorably with the figures given by the United States Coal (Fact Finding) Commission for the entire bituminous coal industry of the United States for 1921, to wit, 4.19 tons per employee.

This study shows the average per capita production for each year from 1914 to 1922. This range of years includes a number of varying periods from an economic angle. The years 1914 and 1915 may be considered an ordinary business period in the soft-coal industry. With the entry of the United States into the World War in 1917, the

industry began to expand. A great number of new mining developments appeared. The postwar deflation (1920) struck the industry hard and resulted in the closing of hundreds of the less productive mines. The years 1918 and 1919 may be considered as typical of war-peak business. During the years 1921 and 1922 the industry returned to its normal condition, that of 1914 and 1915. From a business point of view, therefore, the years 1921 and 1922 are comparable with the years 1914 and 1915.

The only real change in conditions between 1914-1915 and 1921-1922 was occasioned by the unionization of the entire group of mines, first, through arrangements sponsored by the United States Fuel Administration, and since 1920 by a collective bargaining agreement between district No. 17 of the United Mine Workers of America and the corporation as a member of the Northern West Virginia Coal Operators' Association. The changes in the average per capita output between the periods 1914-1915 and 1921-1922 may therefore be said to be attributable, in a considerable measure, to the unionization of the mines.

A factor which should have had a definite tendency to increase individual productivity came into the industry as a result of unionization. This factor—the introduction of real piecework—relates to the change in the method of wage payment to miners loading coal. Prior to unionization the loaders were paid per car, irrespective of the net amount of coal contained in it. Whether the car contained 2,000 pounds of coal or more or less, the miners' pay was not affected. With the coming of unionism the method of wage payment was changed from a car to a net ton basis. This means that for every additional pound of coal loaded by the miner additional pay is granted. This change is equivalent to a change from time-work to piecework.

According to the United States (Fact Finding) Coal Commission, the measurement of average individual productivity is usually obtained by taking into account all workers, skilled and unskilled, the mine carpenters, electricians, blacksmiths, shovelers, and miners who work inside and outside. As already stated, the average daily output per employee for 1921 thus obtained by the commission's study (made public September 22, 1923) for the bituminous industry of the United States as a whole was 4.19 tons. The average per day rose from 2.56 in 1890 to 2.98 in 1900 and 3.46 in 1910, mounting to 4.19 in 1921. This gain since 1890 has followed the introduction of machinery and better engineering practice.

The data obtained from the company are summarized in two tables.

Table 8 shows the number of mines that were operated each year, the total production of all mines each year, and the number of employees each year in each of four occupational groups. A mine was counted if it was in operation any part of the year. Likewise the employees were counted regardless of the number of days of mine operation during the year. In this table the term "employee" means a position or job which one week may be filled by one individual and in the next week by some other individual.

The term "inside contract man" includes pick miners, machine miners, and loaders. These are the men who dig and load the coal. They are paid at tonnage rates, hence the word "contract." Pick miners undercut the coal with a pick and generally blast it and load

it into cars. Machine miners operate coal-undercutting machines. Loaders follow the machine miners, blast down the coal, and load it into cars.

Inside day workers include all men working at day rates and employed underground as brakemen, bratticemen, cagers, drivers, laborers, motormen, pumpmen, timbermen, trackmen, trappers, etc.

Outside workers are those who work above ground. They include blacksmiths, carpenters, engineers, firemen, laborers, machinists, etc., and are paid at time rates.

Table 9 consolidates the operations of the year for all mines. Column 1 shows the average number of days worked per employee. As stated above, the term "employee" means a position within the mine regardless of any possible change in personnel in that position during the year. The records available do not permit the tracing of individuals who were employed all or any part of any year.

Column 2 of Table 9 shows the average output per day of operation for all mines during the year, and columns 3 to 7 show the average output per employee per day of operation during the year for each of the four occupational groups and for all groups combined.

In computing this table allowance has been made for the varying number of days of operation of the several mines and for the different number of employees in the several mines.

TABLE 8.—NUMBER OF MINES AND OF EMPLOYEES AND TOTAL PRODUCTION IN THE MINES OF A LARGE COAL COMPANY IN THE FAIRMONT FIELD, 1914 TO 1922, BY YEARS.

Year.	Number of mines.	Total production (tons).	Number of employees.				Total.
			Foremen, clerks, etc.	Inside men.		Outside men.	
				Contract.	Day.		
1914	43	4,159,271	268	2,805	1,222	714	5,009
1915	27	4,648,285	230	2,520	1,092	542	4,384
1916	30	4,344,729	240	2,117	1,004	598	3,959
1917	35	3,713,397	245	1,904	1,122	771	4,042
1918	34	3,179,525	238	1,630	973	739	3,580
1919	33	2,853,108	239	1,759	972	611	3,581
1920	33	3,943,941	237	2,029	1,201	657	4,124
1921	32	3,320,876	219	2,695	1,048	574	4,536
1922	30	2,244,257	201	2,457	1,010	509	4,177

TABLE 9.—AVERAGE DAYS WORKED PER EMPLOYEE AND AVERAGE OUTPUT PER DAY AND PER MAN PER DAY, 1914 TO 1922, BY YEARS.

Year.	Average days worked per employee.	Average output (tons) per day.	Average output (tons) per man per day during year.				All employees.
			Foremen, clerks, etc.	Inside men.		Outside men.	
				Contract.	Day.		
	1	2	3	4	5	6	7
1914	163	25,517	98.65	9.03	20.86	36.41	5.09
1915	206	22,564	98.34	8.93	20.60	41.78	5.14
1916	236	18,410	77.03	8.65	18.41	31.21	4.65
1917	199	18,660	78.27	9.91	16.40	24.20	4.63
1918	255	12,469	49.55	7.75	11.45	15.84	3.47
1919	160	17,832	76.15	10.03	18.17	29.26	4.95
1920	164	24,079	102.22	11.86	20.05	36.85	5.84
1921	137	24,240	115.13	8.93	23.12	42.42	5.33
1922	106	21,172	107.51	8.61	20.98	42.51	5.08

PRODUCTIVITY IN INDIVIDUAL MINES.

Production differs materially as between mines and as between different periods in the same mine. Many influences affect production—market demand, thickness of vein, working conditions, car supply, etc.

To illustrate the variation in production both per mine and per individual worker, yearly averages are given in Table 10 for 10 different mines of this company, each of which was in operation every year from 1914 to 1922. All of the 10 mines had machine and pick work each year.

In mine No. 1 the output per man in 1918 was as low as 3.84 tons per day and as high as 8.18 tons per day in 1920. Examining the figures for 1922 in these 10 mines it is seen that the output was as low as 4.47 tons per man per day in mine No. 9 and as high as 6.90 tons per man per day in mine No. 4. The output in 1922 of the contract miner—the man who actually gets out the coal—ranged from 7.75 tons per day in mine No. 9 to 11.96 tons in mine No. 4.

TABLE 10.—PRODUCTION, DAYS OF OPERATION OF MINE, NUMBER OF EMPLOYEES, AND OUTPUT PER MAN PER DAY IN 10 REPRESENTATIVE MINES OF A LARGE COAL COMPANY IN THE FAIRMONT COAL FIELD, 1914 TO 1922.

Mine.	Year.	Production (tons).	Days of operation of mine.	Average tons of output per day of operation.	Number of employees.				Output (tons) per man per day.					
					Fore-men, clerks, etc.	Inside men.		Out-side men.	To-tal.	Fore-men, clerks, etc.	Inside men.		Out-side men.	To-tal.
						Con-tract.	Day.				Con-tract.	Day.		
No. 1.....	1914	177,680	160	1,111	11	106	42	25	184	100.95	10.48	26.44	44.42	6.04
	1915	245,623	200	1,243	10	124	45	26	205	124.31	10.03	27.62	47.81	6.06
	1916	231,569	228	1,016	11	101	52	25	189	92.33	10.06	19.53	40.63	5.37
	1917	200,649	168	1,194	8	101	55	33	197	149.29	11.83	21.72	36.19	6.06
	1918	182,988	247	741	9	93	56	35	193	82.32	7.97	13.23	21.17	3.84
	1919	157,833	147	1,074	9	93	48	35	185	119.30	11.55	22.37	30.68	5.80
	1920	204,832	129	1,588	9	98	56	31	194	176.43	16.20	28.35	61.22	8.18
	1921	200,537	156	1,285	9	156	52	35	252	142.83	8.24	24.72	36.73	5.10
	1922	114,141	112	1,019	11	122	49	34	216	92.64	8.35	20.80	29.97	4.72
	No. 2.....	1914	218,115	196	1,113	13	133	54	40	240	85.60	8.37	20.61	27.82
1915		296,366	205	1,446	14	158	72	36	280	103.26	9.15	20.08	40.16	5.16
1916		291,844	239	1,221	13	142	59	41	255	93.93	8.60	20.70	29.78	4.79
1917		223,923	153	1,464	14	117	61	60	252	104.54	12.51	23.99	24.39	5.81
1918		200,054	220	909	10	96	62	59	226	90.93	9.57	14.67	15.41	4.02
1919		143,972	173	832	13	115	68	42	238	64.02	7.24	12.24	19.81	3.50
1920		187,964	155	1,213	12	112	68	43	235	101.07	10.83	17.84	28.20	5.16
1921		136,082	133	1,023	14	126	55	42	237	73.08	8.12	18.60	24.36	4.32
1922		89,395	98	912	10	104	52	25	191	91.22	8.77	17.54	36.49	4.77
No. 3.....		1914	66,393	139	478	5	51	28	15	99	95.53	9.37	17.06	31.84
	1915	130,189	176	740	6	78	40	16	140	123.29	9.48	18.49	46.23	5.28
	1916	137,189	210	653	7	75	35	12	129	93.33	8.71	18.67	54.44	5.06
	1917	101,336	157	645	6	52	29	14	101	107.58	12.41	22.26	46.10	6.39
	1918	103,576	235	441	6	63	30	19	118	73.46	7.00	14.69	23.20	3.74
	1919	84,481	141	599	6	51	32	19	108	99.86	11.75	18.72	31.53	5.55
	1920	109,505	139	788	5	56	42	22	125	157.56	14.07	18.76	35.81	6.30
	1921	101,438	128	792	6	78	23	19	126	132.08	10.16	34.46	41.71	6.29
	1922	52,120	80	652	5	73	23	19	120	130.30	8.92	28.33	34.29	5.43
	No. 4.....	1914	225,311	178	1,266	5	216	82	40	343	253.16	5.86	15.44	31.64
1915		338,445	234	1,446	10	156	65	30	261	144.63	9.27	22.25	48.21	5.54
1916		269,340	231	1,166	8	108	49	26	191	145.75	10.80	23.80	44.85	6.10
1917		163,101	164	995	7	77	33	25	142	142.07	12.92	30.14	39.78	7.00
1918		146,208	208	703	10	82	34	24	150	70.29	8.57	20.17	29.29	4.69
1919		168,954	191	885	7	95	31	22	155	126.37	9.31	28.53	40.21	5.71
1920		196,208	163	1,204	8	94	37	22	161	150.47	12.81	32.53	64.72	7.48
1921		172,181	153	1,125	9	133	43	21	206	125.04	8.46	26.17	53.59	5.46
1922		100,076	93	1,076	6	90	42	18	156	179.35	11.96	25.62	59.78	6.90

TABLE 10.—PRODUCTION, DAYS OF OPERATION OF MINE, NUMBER OF EMPLOYEES, AND OUTPUT PER MAN PER DAY IN 10 REPRESENTATIVE MINES OF A LARGE COAL COMPANY IN THE FAIRMONT COAL FIELD, 1914 TO 1922—Concluded.

Mine.	Year.	Production (tons).	Days of operation of mine.	Average tons of output per day of operation.	Number of employees.					Output (tons) per man per day.				
					Foremen, clerks, etc.	Inside men.		Out-side men.	Total.	Foremen, clerks, etc.	Inside men.		Out-side men.	Total.
						Contract.	Day.				Contract.	Day.		
No. 5.....	1914	178, 855	155	1, 154	12	110	56	27	205	96. 16	10. 49	20. 61	42. 74	5. 66
	1915	161, 562	145	1, 114	14	135	55	18	222	79. 59	8. 25	20. 26	61. 90	5. 02
	1916	221, 708	230	964	13	105	48	24	190	74. 15	9. 18	20. 08	40. 16	5. 07
	1917	179, 241	187	959	9	105	47	19	180	106. 50	9. 13	20. 39	50. 45	5. 33
	1918	137, 746	277	497	10	96	38	27	171	49. 73	5. 18	13. 09	18. 42	2. 91
	1919	123, 081	183	673	12	74	37	21	144	56. 05	9. 09	18. 18	32. 03	4. 67
	1920	161, 129	140	1, 151	11	84	47	20	162	104. 63	13. 70	24. 49	57. 56	7. 10
	1921	147, 742	142	1, 040	9	106	37	20	172	115. 60	9. 82	28. 12	52. 02	6. 05
1922	98, 694	101	977	8	117	40	19	134	122. 15	8. 35	24. 43	51. 43	5. 31	
No. 6.....	1914	125, 881	136	926	9	86	36	14	145	102. 84	10. 76	25. 71	66. 11	6. 38
	1915	198, 405	187	1, 061	10	119	48	21	198	106. 10	8. 92	22. 10	50. 52	5. 36
	1916	188, 393	244	772	10	97	55	19	181	77. 21	7. 96	14. 04	40. 64	4. 27
	1917	189, 936	202	940	9	97	45	29	180	104. 48	9. 69	20. 90	32. 42	5. 22
	1918	82, 783	244	339	6	38	25	19	88	56. 55	8. 93	13. 57	17. 86	3. 86
	1919	81, 883	137	598	7	56	19	20	102	85. 38	10. 67	31. 46	29. 88	5. 86
	1920	147, 165	208	708	7	69	36	17	129	101. 07	10. 25	19. 65	41. 62	5. 48
	1921	145, 211	137	1, 060	7	140	42	20	209	151. 42	7. 57	25. 24	53. 00	5. 07
1922	103, 436	95	1, 089	8	126	44	20	198	136. 10	8. 64	24. 75	54. 44	5. 50	
No. 7.....	1914	294, 937	217	1, 359	7	167	82	36	292	192. 39	8. 06	16. 42	37. 41	4. 61
	1915	345, 055	259	1, 332	11	166	97	35	309	121. 11	8. 03	13. 73	38. 06	4. 31
	1916	344, 861	260	1, 326	8	147	83	33	271	165. 80	9. 02	15. 98	40. 19	4. 89
	1917	301, 578	239	1, 262	9	124	83	38	254	140. 20	10. 18	15. 20	33. 21	4. 97
	1918	238, 446	313	762	14	113	78	38	243	54. 41	6. 74	9. 77	20. 05	3. 14
	1919	227, 040	197	1, 152	10	125	77	40	252	115. 25	9. 22	14. 97	28. 81	4. 57
	1920	264, 533	140	1, 890	13	129	75	40	257	145. 35	14. 65	25. 19	47. 24	7. 35
	1921	255, 164	180	1, 417	11	152	76	35	274	128. 87	9. 33	18. 65	40. 50	5. 17
1922	162, 269	120	1, 352	14	158	78	39	289	96. 59	8. 56	17. 34	34. 67	4. 68	
No. 8.....	1914	76, 922	109	706	7	56	26	16	105	100. 82	12. 60	27. 14	44. 11	6. 72
	1915	166, 776	176	948	7	109	35	18	169	135. 37	8. 69	27. 07	52. 64	5. 61
	1916	159, 941	209	765	7	89	34	18	148	109. 32	8. 60	22. 51	42. 51	5. 17
	1917	125, 294	171	733	7	65	29	19	120	104. 67	11. 27	25. 27	38. 57	6. 11
	1918	93, 580	256	366	7	62	27	21	107	52. 22	7. 03	13. 54	17. 41	3. 42
	1919	77, 855	129	603	8	48	28	16	100	75. 44	12. 57	21. 55	37. 72	6. 04
	1920	107, 001	167	682	7	48	36	20	111	97. 36	14. 20	18. 93	34. 08	6. 14
	1921	83, 408	133	627	9	73	26	15	123	69. 68	8. 59	24. 12	41. 81	5. 10
1922	51, 176	85	602	8	55	19	13	95	75. 26	10. 95	31. 69	46. 31	6. 34	
No. 9.....	1914	285, 778	198	1, 443	6	169	76	25	276	240. 55	8. 54	18. 99	57. 73	5. 23
	1915	379, 539	253	1, 500	11	207	89	22	329	136. 38	7. 25	16. 86	68. 19	4. 56
	1916	325, 540	259	1, 257	7	146	74	24	251	179. 56	8. 61	16. 99	52. 37	5. 01
	1917	236, 934	199	1, 191	7	114	84	25	230	170. 09	10. 44	14. 17	47. 62	5. 18
	1918	214, 644	275	781	12	106	64	25	207	65. 04	7. 36	12. 20	31. 22	3. 77
	1919	194, 131	187	1, 088	9	105	54	24	192	115. 38	9. 89	19. 23	43. 27	5. 41
	1920	205, 874	129	1, 596	11	101	65	26	203	145. 08	15. 80	24. 55	61. 38	7. 86
	1921	175, 883	146	1, 205	9	148	49	23	229	133. 85	8. 14	24. 59	52. 38	5. 26
1922	110, 385	95	1, 162	12	150	68	30	260	96. 83	7. 75	17. 09	38. 73	4. 47	
No. 10.....	1914	118, 712	167	711	7	70	33	17	127	101. 55	10. 16	21. 54	41. 81	5. 60
	1915	265, 724	223	1, 192	13	151	51	22	237	91. 66	7. 89	23. 36	54. 16	5. 03
	1916	232, 751	222	1, 048	15	86	50	22	173	69. 90	12. 19	20. 97	47. 66	6. 06
	1917	149, 764	142	1, 055	9	66	34	19	128	117. 15	15. 98	31. 02	55. 51	8. 24
	1918	108, 830	236	461	11	57	30	20	118	41. 92	8. 09	15. 37	32. 06	3. 91
	1919	104, 637	160	654	9	68	27	20	124	62. 66	9. 62	24. 22	32. 70	5. 27
	1920	160, 269	181	885	9	93	39	20	161	98. 38	9. 52	22. 70	44. 27	5. 50
	1921	147, 776	144	1, 026	10	116	39	15	180	102. 62	8. 85	26. 31	68. 41	5. 70
1922	82, 835	94	881	9	113	40	14	176	97. 91	7. 80	22. 03	62. 94	5. 01	

PRE-WAR, WAR, AND POST-WAR PRODUCTIVITY.

For purpose of analysis, three groupings of data for the entire group of mines (taken from Table 10) have been made for periods of two years each—periods which may be said to be representative of pre-war (1914 and 1915), war (1918 and 1919), and post-war (1921

and 1922) conditions. The average individual productivity in each period for each of the principal occupational groups is shown in Table 11.

TABLE 11.—AVERAGE PER CAPITA DAILY PRODUCTION IN A GROUP OF MINES IN THE FAIRMONT FIELD DURING PRE-WAR, WAR, AND POST-WAR YEARS.

Period.	Foremen, clerks, etc.	Inside men.		Outside men.	All em- ployees.
		Contract.	Day.		
	Tons.	Tons.	Tons.	Tons.	Tons.
Pre-war:					
1914.....	98.65	9.03	20.86	36.41	5.09
1915.....	98.34	8.93	20.60	41.78	5.14
Average.....	98.49	8.98	20.73	39.09	5.11
War:					
1918.....	49.55	7.75	11.45	15.84	3.47
1919.....	76.15	10.03	18.17	29.26	4.95
Average.....	62.85	8.89	14.81	22.55	4.21
Post-war:					
1921.....	115.13	8.93	23.12	42.42	5.33
1922.....	107.51	8.61	20.98	42.51	5.08
Average.....	111.32	8.77	22.05	42.46	5.20

The above table reveals interesting facts regarding the average output per employee of each classified group during the three periods covered by the table. With the exception of one group, "inside contract men," that is, miners who dig and load coal on a tonnage basis, the average productivity declined in a marked degree between 1914-1915 and 1918-1919. The average daily output for supervisory employees (foremen, clerks, etc.) declined from 98.49 tons per day to 62.85. The average for inside daymen dropped from 20.73 tons per day, the pre-war record, to 14.81 during the war. A great diminution in the output for outside men (day workers) also took place during the same period—from 39.09 to 22.55 tons.

The group of inside contract men shows a very slight reduction between the two periods, to wit, from 8.98 to 8.89 tons per day per employee, just about holding its own. The average output for all employees dropped from 5.11 to 4.21 tons per day.

By and large, the groups showing greatly reduced average productivity are groups working on a time basis, that is, groups in the compensation of which there is no direct relation between individual productivity and individual compensation. The only group in which there has been such a relation—inside contract men, who work on a piecework basis—showed practically no reduction in productivity.

The termination of the war, with its consequent reduction in the great scarcity of labor, had, it seems, a salutary effect upon the relative efficiency of the various groups of employees. The supervisory employees increased their average productivity from 62.85 tons per day (1918-1919) to 111.32 tons per day (1921-1922). The piecework miners had apparently always been doing their best, no serious improvement being possible, as the average daily output of this group for each of the periods was 8.98, 8.89, and 8.77, in 1914-1915, 1918-1919, and 1921-1922, respectively. The inside daymen increased their average output from 14.81 tons per day during the war to 22.05 tons per day in 1921-1922, exceeding even their pre-war record

of 20.73 tons per man per day. The production per day of the group of outside men (day workers) dropped from 39.09 tons in 1914-1915 to 22.55 in 1918-1919, and then, in 1921-1922, almost doubled the war figure of average productivity showing an average per employee of 42.46. The average output for all employees, declining from 5.11 in 1914-1915 to 4.21 in 1918-1919, went up again in 1921-1922 to 5.20 tons, exceeding somewhat its pre-war figure.

As stated elsewhere, the corporation controlling these mines maintained a so-called open-shop policy prior to 1916, but became completely unionized—by agreement with the United Mine Workers of America—after the expiration of the United States Fuel Administration agreement in 1920. The record of 1914-1915 and that of 1921-1922 may therefore be said to show the extent to which unionization affected average productivity.

When questioned regarding the latter point, most of the operating executives of the corporation expressed the opinion that unionization, in their particular instance, had had no deteriorating effect upon average productivity. In support of this opinion (which is not shared by many other operators in the field) the corporation presented the figures upon which this section is based.

From the figures presented, one may readily see that the war and unionization did not result in any serious curtailment of the output of pieceworkers. Between 1914-1915 and 1918-1919 there appeared, however, a serious reduction in the average productivity of inside and outside daymen, which groups were unionized in 1920. The serious decrease in productivity was not, however, limited to the unionized groups. The average productivity of the supervisory force declined almost as seriously in this period—from 98.49 to 62.85, respectively. When, in the post-war period (1921-1922), average productivity improved, it improved all along the line. All groups, union and managerial, with the exception of the union pieceworkers, showed great improvement in average output.

A careful inquiry shows that the present record of individual productivity is due, to a great extent, to the fact that the management has been more efficient since unionization. One of the more important officials of the company, who is in actual charge of operations, put it as follows:

Management in unionized mines has to work harder, be more up to date, more progressive, and more watchful than in nonunion mines. The importance of effective labor administration and centralized labor control is paramount. When the men know the management is on the job, much of the looseness in individual conduct, due to union psychology, gradually disappears. It is true that, on the average, we produced as much coal per employee in 1921-1922 as in 1914-1915, but we had to make terrific efforts to achieve these results.

As previously stated, the corporation which controls the group of mines under discussion has a very enlightened labor policy and an effective managerial organization with which to carry out this policy.

LABOR TURNOVER.

“Labor turnover” is a term used to describe the process of displacement and replacement of employees for the purpose of maintaining the necessary working force. The turnover process involves, of course, serious costs occasioned by the necessity of breaking in new

employees whose services, in the initial period at least, are not as effective as those of the older employees.

The extent of labor turnover may be said to be an indication of the relative contentedness of the employees, evidenced by their willingness to stick to their posts. A large labor turnover may, at times, be due to the frequency with which employers resort to discharges or lay-offs. Because of the fact that this analysis of labor turnover is based largely on unionized mines, the latter factors do not carry any significance in this connection as the operator's right to discharge and manipulate his working force is greatly limited by the scale agreement with the United Mine Workers.

TURNOVER IN THIRTY-THREE BITUMINOUS COAL FIELDS.

Tables 12 and 13 taken from a study of labor turnover in the bituminous coal industry made by the United States Coal (Fact Finding) Commission and published September 22, 1923, present a comparison of the extent of labor turnover in 33 bituminous coal districts in the United States. The Fairmont field is practically coextensive with the "Panhandle-Fairmont (W. Va.)" district shown in Table 12. The report of the commission gives the following definitions of the terms used in the tables.

Average number on the roll.—Actual figures were not used on these mines in order to escape the possibility of the identification of particular mines. The groupings in each table, therefore, indicate simply the approximate number of men on the roll for all occupations at each mine.

Mine.—The term "mine" as used in the headings is synonymous with the common term in the anthracite industry, "colliery." It embraces those men who are employed both inside and outside the mine.

Separation.—A separation is any absence of an individual from the pay roll for two or more consecutive pay-roll periods. It should be understood that it is possible for an individual to separate once, twice, or more times during the year, depending on the number of times he is rehired. The total of the reemployed and the complete separations should always equal "all separations."

Complete separation.—A complete separation indicates an absence from the pay roll for the balance of the year. In other words, the failure of an individual to reappear on the roll after an absence of two or more consecutive pay-roll periods.

Reemployed.—"Reemployed" as used in the tables indicates those men appearing on the roll as having returned to work after a separation of two or more consecutive pay-roll periods.

New men hired.—This indicates those individuals who appear on the roll as having been hired for the first time after the first pay-roll period of the year.

Number left on roll December 31.—This indicates those new men hired who were still on the roll at the end of the year.

Accessions.—This indicates all those individuals employed during the year. The totals of reemployments and new men hired should always equal the total of accessions.

Stable force.—The stable force is that group of individuals who were not separated from the roll during the year as separation is defined in this study. It should be understood that separations of one or more single pay periods may have occurred among this group of men, but the stability was reckoned on the basis of an absence of two or more consecutive pay periods constituting a separation.

THE OCCUPATIONAL GROUPS.

Machine miners.—Men who operate drills or coal cutting machines.

Pick miners.—Men who dig coal with a pick, and load to cars as well.

Loaders.—Men who load coal at the working place after the coal has been shot down. They also keep the working place in order.

Outside daymen.—Men not on tonnage work who work outside the mine, such as blacksmith, carpenter, engineer, fireman, stableman, outside laborer, miscellaneous, tiple worker, etc.

Inside daymen.—Men not on tonnage work who work inside the mine, such as brakeman, bratticeman, cager, carpenter, door tender, driver, electrician, motor-man, pump man, timberman, trackman, inside laborer, miscellaneous.

Table 12 shows the total turnover, irrespective of occupation, in each of the 33 districts, the Fairmont field being designated as district No. 7.

TABLE 12.—LABOR TURNOVER IN 33 BITUMINOUS COAL DISTRICTS IN 1921, BY DISTRICTS.

District No.	District.	Number of mines.	Average number on pay roll.	Separations.		Accessions.		Stable force.	
				Number.	Per cent.	Number.	Per cent.	Number.	Per cent.
1	Central Pennsylvania	50	11,431	9,408	82	10,808	95	6,638	58
5	Northwestern Pennsylvania	40	8,612	6,429	75	8,505	99	4,784	56
2	Somerset (Pa.)	23	3,086	3,750	121	3,883	126	1,480	48
3	Westmoreland (Pa.)	36	6,436	5,246	81	6,044	94	3,858	60
4	Connellsville (Pa.)	23	4,097	6,212	152	6,864	167	1,704	42
6	Cumberland-Piedmont (Md.)	28	2,974	2,303	77	2,601	87	1,683	57
15	Southern Appalachian (Ky.)	9	1,108	2,196	198	2,428	219	367	33
14	Northeastern Kentucky	32	3,891	8,263	212	7,372	189	1,439	37
26	Western Kentucky	13	2,381	1,383	58	1,817	76	1,232	51
16	Tennessee	13	2,556	3,130	122	2,844	111	1,298	51
17	Alabama-Georgia	17	5,051	4,051	80	3,958	78	3,011	60
13	Virginia	13	2,485	4,923	198	4,343	175	995	40
9	Logan (W. Va.)	10	1,286	2,953	230	3,227	251	315	25
10	Kenova-Thacker (W. Va.)	5	1,599	1,401	234	1,570	262	114	19
8	Kanawha-Coal River (W. Va.)	22	3,036	4,956	164	5,203	171	1,172	39
12	Pocahontas-Tug River (W. Va.)	12	2,434	4,770	196	4,875	200	786	32
11	Winding Gulf-New River (W. Va.)	10	1,814	2,684	148	2,813	155	840	46
7	Panhandle-Fairmont (W. Va.)	64	6,904	7,115	103	7,642	111	3,452	50
19	Northern Ohio	33	5,252	3,591	68	4,137	79	3,222	61
20	Southern Ohio	12	1,711	1,320	77	1,648	96	993	58
21	Indiana	33	7,602	4,768	63	5,874	77	4,552	60
22	Illinois-Danville	11	3,394	1,611	48	1,945	57	2,336	69
23	Illinois-Central	9	3,105	2,002	65	2,263	73	2,003	65
24	Illinois-Belleville	12	3,558	2,428	68	2,906	82	2,266	64
25	Illinois-Southern	14	3,409	2,056	60	2,253	66	2,247	66
27	Iowa	31	5,614	4,279	76	4,498	80	3,232	58
18	Michigan	6	874	265	30	268	31	719	82
29	Oklahoma, Arkansas, Texas	12	1,665	826	50	1,036	62	1,098	66
14	Kansas-Missouri	28	2,378	2,072	87	1,769	74	1,361	57
32	Colorado	42	6,178	7,746	125	7,816	126	2,773	45
30	Montana-Wyoming	22	3,804	3,998	105	4,421	116	1,981	52
31	Utah-New Mexico	14	2,330	3,221	138	3,044	131	955	41
23	Washington	6	993	504	51	696	70	66	66

For purposes of reference the 33 districts are here classified as to whether they are dominantly union, dominantly nonunion, and equally mixed or balanced:

NONUNION.

- Somerset (Pa.).
- Westmoreland (Pa.).
- Connellsville (Pa.).
- Cumberland-Piedmont (Md.).
- Logan (W. Va.).
- Kenova-Thacker (W. Va.).
- Pocahontas-Tug River (W. Va.).
- Virginia.
- Northeastern Kentucky.
- Southern Appalachian (Ky.).
- Alabama-Georgia.
- Utah-New Mexico.
- Colorado.

MIXED.

- Winding Gulf-New River (W. Va.).
- Tennessee.

UNION.

- Central Pennsylvania.
- Northwestern Pennsylvania.
- Panhandle-Fairmont (W. Va.).
- Kanawha-Coal River (W. Va.).
- Northern Ohio.
- Southern Ohio.
- Indiana.
- Michigan.
- Illinois-Danville.
- Illinois-Central.
- Illinois-Belleville.
- Illinois-Southern.
- Western Kentucky.
- Iowa.
- Kansas-Missouri.
- Oklahoma, Arkansas, Texas.
- Montana-Wyoming.
- Washington.

Table 12 shows that all separations for the Fairmont field were 103 per cent of the average number on the roll for the year. That all of these separations had to be replaced—and therefore actually constituted turnover—may be seen from the fact that the total accessions were larger than the total separations, to wit, 111 per cent of the average employed. The percentage of the actual stable force for the field was 50—that is, all the turnover took place in one-half of the force.

As may be seen from the table, the labor turnover of the Fairmont field is somewhat higher than that in most of the other unionized districts. Only two unionized districts (Nos. 8 and 30) have a higher turnover percentage, to wit, 163 and 105, respectively. A comparison of the relative strength of the stable part of the force of these two districts shows the following: District No. 8, 39 per cent, and district No. 30, 52 per cent. Although the turnover in the Fairmont field is somewhat smaller than in the two other districts mentioned, Fairmont has a stable force proportionately larger (50 per cent) than district No. 8 and about the same as district No. 30. The table also shows that the shifting of labor is much less rapid in the Fairmont field than in most of the nonunion districts and that the stable force is greater.

Table 13 shows labor turnover in each of the 33 districts by occupational groups.

TABLE 13.—LABOR TURNOVER IN 33 BITUMINOUS COAL DISTRICTS, 1921, BY OCCUPATIONAL GROUPS.

District.	Per cent of labor turnover.				
	Pick miners.	Machine miners.	Loaders.	Inside day-men.	Outside day-men.
Central Pennsylvania.....	108	59	86	57	74
Northwestern Pennsylvania.....	78	52	87	54	61
Somerset (Pa.).....	124	104	152	96	97
Westmoreland (Pa.).....	80	49	105	61	78
Connellsville (Pa.).....	168	152	201	111	137
Cumberland-Piedmont (Md.).....	79	-----	111	61	89
Southern Appalachian (Ky.).....	294	124	229	179	206
Northeastern Kentucky.....	280	97	226	203	199
Western Kentucky.....	101	35	52	68	56
Tennessee.....	116	163	176	67	116
Alabama-Georgia.....	75	51	76	82	97
Virginia.....	157	122	198	177	279
Logan (W. Va.).....	295	209	213	232	271
Kenova-Thacker (W. Va.).....	300	270	220	249	221
Kanawha-Coal River (W. Va.).....	140	86	190	156	136
Pocahontas-Tug River (W. Va.).....	137	190	233	192	175
Winding Gulf-New River (W. Va.).....	234	150	134	154	138
Fairmont (W. Va.).....	108	98	118	86	96
Northern Ohio.....	33	46	73	65	64
Southern Ohio.....	-----	48	90	62	49
Indiana.....	53	97	55	76	100
Illinois-Danville.....	64	36	33	41	44
Illinois-Central.....	68	35	61	76	49
Illinois-Bellefonte.....	68	48	69	82	40
Illinois-Southern.....	60	59	73	53	28
Iowa.....	79	92	76	71	76
Michigan.....	11	22	28	36	37
Oklahoma, Arkansas, Texas.....	51	94	62	38	49
Kansas-Missouri.....	97	40	98	64	66
Colorado.....	129	123	163	87	122
Montana-Wyoming.....	131	57	100	87	88
Utah-New Mexico.....	163	61	143	123	110
Washington.....	51	-----	50	41	59

Table 13 shows that the greatest turnover in the Fairmont field takes place among pieceworkers—miners loading coal on a tonnage basis. As compared with a 116 per cent turnover for this group, the turnover for inside daymen and outside daymen—time-workers—is 86 and 98 per cent, respectively. The most stable part of the force is therefore the group of inside daymen. This group constitutes the permanent maintenance force of each mine, a force which is kept busy in assisting to run the mine and in maintaining it while it is not running. The turnover is somewhat smaller among machine miners than among miners using picks, the percentage being 98 and 108, respectively.

TURNOVER IN THE FAIRMONT COAL FIELD.

Table 14, also taken from the above-mentioned report of the United States Coal Commission, shows for 64 mines of the Fairmont field, by mines, changes in personnel, irrespective of occupation and by occupation.

TABLE 14.—CHANGES IN PERSONNEL IN 64 MINES IN THE FAIRMONT COAL FIELD, 1921, BY AVERAGE NUMBER ON ROLL.

Average number on roll.	Mine No.	Per cent of average number on roll for year.											
		All separations from roll.	Complete separations.	Reemployed during year (one or more times).	New men hired.		Total accessions.	Stable force.	Turnover in occupational groups.				
					Number.	Number left on roll Dec. 31.			Pick miners.	Machine miners.	Lead-ers.	Daymen.	
												In-side.	Out-side.
Under 50.....	1	107	93	13	193	120	207	27	0	125	100	150	
	2	91	52	39	100	57	139	30	100	80	75	140	
	3	119	54	65	92	27	158	31	100	93	100	250	
	4	96	79	18	79	46	96	46	129	100	38	67	
	5	200	146	54	100	18	154	25	100	100	180	325	
	6	193	131	62	224	76	286	10	100	236	200	100	
	7	133	106	27	94	39	121	42	163	100	143	43	
	8	242	212	30	139	42	170	27	278	100	183	125	
	9	169	136	33	218	79	251	21	187	100	100	100	
	10	158	146	12	73	22	85	44	170	150	100	100	
	11	19	14	5	9	9	14	86	0	33	27	12	
	12	31	29	2	11	9	13	84	60	25	39	15	
	13	14	14	0	4	2	4	96	0	0	21	21	
	50 to 90.....	14	41	31	10	33	27	43	67	80	0	36	67
15		123	109	14	79	28	93	42	0	158	46	17	
16		10	10	0	2	0	2	98	15	0	9	0	
17		60	57	3	66	48	69	64	33	133	52	75	
18		29	24	5	32	24	37	70	0	33	46	12	
19		40	34	6	14	6	20	83	50	44	41	13	
20		178	129	49	179	96	228	16	233	220	186	145	
21		17	17	0	4	4	4	90	22	0	14	13	
22		82	69	13	92	45	105	53	167	50	78	116	
23		147	125	22	103	66	125	33	233	87	94	253	
24		256	225	31	197	77	229	26	1,060	250	197	20	
25		158	131	26	164	90	190	19	200	129	147	290	
26		63	60	3	46	29	49	62	75	75	115	31	
27		13	8	5	52	51	57	62	16	11	11	8	
28	199	93	106	57	29	163	22	200	56	204	24		
29	102	94	8	63	32	71	63	88	163	107	97		
30	47	44	3	69	51	72	59	22	58	46	18		
100 to 149.....	31	65	46	19	49	35	68	57	43	0	139	44	
	32	81	76	5	90	58	94	56	88	100	86	67	
	33	201	187	14	292	126	306	7	229	200	203	160	
	34	65	54	11	51	34	61	60	55	36	86	54	
	35	320	232	87	197	40	285	12	820	257	298	275	
	36	172	130	42	132	30	174	28	250	0	196	180	
	37	217	187	29	98	13	127	27	161	256	255	231	
	38	106	77	25	17	12	42	66	200	30	114	106	
	39	65	59	5	90	53	96	48	65	50	86	50	

¹ Nonunion mine.

TABLE 14.—CHANGES IN PERSONNEL IN 64 MINES IN THE FAIRMONT COAL FIELD, 1921, BY AVERAGE NUMBER ON ROLL—Concluded.

Average number on roll.	Mine No.	Per cent of average number on roll for year.											
		All separations from roll.	Complete separations.	Reemployed during year (one or more times).	New men hired.		Total accessions.	Stable force.	Turnover in occupational groups.				
					Number.	Number left on roll Dec. 31.			Pick miners.	Machine miners.	Loaders.	Daymen.	
												In-side.	Out-side.
150 to 199	¹ 40 41 42 43 44 45 46 47 48 49 50	103 140 199 76 44 84 82 77 91 65 59	77 123 179 68 37 73 74 63 83 54 41	25 17 21 8 7 10 8 14 8 11 18	108 84 220 61 71 66 88 37 93 54 75	51 101 82 43 50 39 52 80 41 28 40	134 101 241 68 78 76 96 80 101 65 93	42 37 23 61 62 56 47 100 53 64 51	114 191 200 55 53 71 89 100 70 27 73	56 169 102 12 99 89 25 106 150 82	145 228 102 47 99 85 103 122 60 62	77 75 188 77 52 59 79 48 48 61	0 54 277 77 47 68 73 47 84 52 32
200 to 299	51 52 53 54 55	61 38 53 96 85	51 32 43 33 71	10 7 9 14 14	56 34 35 74 44	34 57 66 37 30	66 57 60 88 94	63 67 46 55 52	71 35 30 123 61	82 20 55 96 83	62 65 65 93 67	62 30 28 102 98	55 27 79 68 129
300 to 624 ²	56 57	222 89	172 79	50 10	233 92	82 50	283 103	31 47	190 112	254 151	210 76	179 82	361 51

¹ Nonunion mine.

² One mine in this group above 350.

The changes in extent of turnover between 1920 and 1922 in 35 mines scattered throughout the Fairmont field, all under the direction of one corporation, has been studied, and Table 15 shows for this group the total labor turnover, as well as the labor turnover by occupation, for each of the three years.

TABLE 15.—LABOR TURNOVER IN A GROUP OF 35 MINES IN THE FAIRMONT COAL FIELD, 1920 TO 1922, BY OCCUPATION AND CAUSE OF SEPARATION.

Occupation.	Average number on roll.	Transferred.		Discharged.		Quit.		Total.	
		Number.	Per cent.	Number.	Per cent.	Number.	Per cent.	Number.	Per cent.
1920.									
Pick miners	252	28	11	2	1	213	124	343	136
Loaders	1,401	194	14	38	3	3,201	228	3,433	245
Machine miners	300	20	7			173	57	193	64
Inside daymen	1,183	95	8	67	6	1,482	125	1,644	139
Outside daymen	745	46	6	34	5	531	71	611	82
Shot firers	17					5	29	5	29
All occupations	3,898	383	10	141	4	5,705	146	6,229	160
1921.									
Pick miners	350	4	1	4	1	388	111	396	113
Loaders	1,725	39	2	39	2	2,016	117	2,094	121
Machine miners	308	5	2	4	1	203	66	212	69
Inside daymen	1,185	18	2	47	4	953	80	1,018	86
Outside daymen	653	12	2	20	3	553	85	585	90
Shot firers	8					1	13	1	13
All occupations	4,229	78	2	114	3	4,114	97	4,306	102
1922.									
Pick miners	471					508	108	508	108
Loaders	1,728	34	2	4	(¹)	1,915	111	1,953	113
Machine miners	309	2	1			236	76	238	77
Inside daymen	1,060	6	1	1	(¹)	615	58	622	59
Outside daymen	550	11	2			181	33	192	35
Shot firers	15								
All occupations	4,133	53	1	5	(¹)	3,455	84	3,513	85

¹ Less than one-half of 1 per cent.

The total turnover in 1920 was 160 per cent; in 1921, 102 per cent; and in 1922, 85 per cent. This shows a gradual diminution in the extent of labor turnover for the entire group of mines. The extent of turnover in 1922 was approximately one-half of the 1920 turnover, but labor turnover in American industry in general decreased during this period. As a rule, the largest shifting of labor occurs when labor is scarce, which was the case in 1920. The deflation which appeared in the middle of 1920 manifested itself most sharply in 1921, when the turnover dropped from 160 to 102 per cent, and it went still farther down in 1922, dropping to 85 per cent.

Table 16 summarizes the detailed information of Table 15.

TABLE 16.—PER CENT OF LABOR TURNOVER IN A GROUP OF 35 MINES IN THE FAIRMONT COAL FIELD, 1920 TO 1922, BY OCCUPATION.

Occupation.	1920	1921	1922
Pick miners.....	136	113	108
Loaders.....	245	121	113
Machine miners.....	64	69	77
Inside daymen.....	139	86	59
Outside daymen.....	82	90	35
Shot firers.....	29	13
All occupations.....	160	102	85

The largest reduction in turnover is shown by loaders (men working on a tonnage basis) and inside and outside daymen. The turnover of loaders, which was 245 per cent in 1920, fell to 121 per cent in 1921 and to 113 per cent in 1922. The turnover among inside daymen was cut more than half—from 139 per cent in 1920 to 59 per cent in 1922. A similar reduction took place among the outside daymen, from 82 per cent in 1920 to 35 per cent in 1922. Only one group, a very small one at that, shows increased turnover between 1920 and 1922. The turnover among machine miners—the best paid men in the mining industry—increased from 64 per cent in 1920 to 69 per cent in 1921 and to 77 per cent in 1922. Apparently good machine miners are scarce even in periods of business depression.

The rather great reduction in labor turnover in the 35 mines covered by this special study is due, to a considerable extent, to the modern methods of employment management and the great variety of efforts employed by the corporation controlling these mines to make life in its mining communities as safe and pleasant as possible. The company maintains an elaborate corps of safety engineers and service experts. It carries on many welfare activities and furnishes its employees, at very low cost, with expert medical attention. It employs a special service manager, one of his many duties being to provide each mining family with a plot of ground to till during leisure hours.

SAFETY AND WELFARE WORK.

The following résumé of the activities of the employment department of this corporation in matters pertaining to safety, health, education, recreation, and sanitation, is of interest because of the number of men employed in its 35 mines in the Fairmont field.

SAFETY METHODS.

The accident hazard is reduced by frequent inspections by competent engineers, by systematic tests of the gas and moisture contents of mine air to anticipate dangerous conditions, by mechanical guarding, and by educational safety measures carried on through safety committees, safety rallies, and bulletin boards, and other specific safety instruction carried on by the department of safety among the mine officials and employees.

Inspection.—At intervals of about a month, inspections of each working place, the roadways, traveling ways, and other places where danger may exist, both inside and outside of the mine, are made by experienced inspectors, who report on the general condition of the mine as to ventilation, drainage, haulage, timbering, and electric wiring, and in detail upon any dangers observed, and make necessary recommendations. These reports are sent to the general manager and then to the superintendent of the mine for such attention as may be necessary. In case of unusually dangerous conditions or matters needing immediate attention, the inspectors may deal directly with the mine officials.

In addition to daily examinations by fire bosses of gaseous mines, a systematic watch is kept by sampling the air on the return from each air split and on the main returns for the mine, together with measurements of temperature, relative humidity, and volume of the air on both the intake and return sides. A very accurate analysis of the samples is made, the percentage of explosive gas being determined to within one one-hundredth of 1 per cent, and a report made of the results of the tests. These reports go to the general manager, and to the superintendent for his information and action.

Fire and accident prevention.—Particular attention is given to the prevention of mine fires. The following are some of the preventive measures used:

Fireproofing of permanent pumping stations, whether of small or large capacity.

Shielding of inflammable material, such as coal and timbers, by metal shields between such material and the electric motors.

Use of automatic starting devices and fuse on stationary motors for pumps, etc.

Use of automatic circuit breakers on branch electric power lines in the larger mines, so as to break the circuits up into smaller units which will open automatically in case of short circuit.

Use of permissible explosives, fired to a large extent by means of electric detonators.

The explosive dust hazard is reduced by loading out of coal cuttings and road cleanings, and by keeping the mine moist through the use of steam in the intake air during the winter months or by sprinkling with water carts.

Trolley wiring, when sufficiently low for a man to come in contact with the wire, is guarded at points where the men regularly pass under it.

Haulage, timbering, drainage, and general methods and systems of mining are given practical consideration from the point of view of safety, that the width of entries, rooms, and pillars may provide the greatest possible safety and yet permit of a high percentage of recovery of the available coal.

Education.—A separate department, known as the department of safety and consisting of a director of safety and an assistant, devotes its entire time to accident prevention, first-aid, and mine-rescue instruction, and to creating and maintaining interest in safety work

among officials and employees. Group meetings of officials and employees for the discussion of safety are held. A central safety committee, composed of the general managers and heads of general departments, meets at least once a year, and general meetings of superintendents take place monthly, upon call, in which matters of a general nature, such as fire prevention, are considered. Mine safety committees, composed of representative employees and officials, meet at monthly intervals for the consideration of local safety problems. Safety rallies, motion pictures, lectures, bulletin boards, and safety calendars are some of the means utilized to stimulate interest in safety among the employees. Accident prevention is featured in the company monthly magazine, the following information for the current month, for the preceding quarterly periods of the year, and for the same periods in the preceding year being shown: Total number of accidents; number of accidents causing disability of one day or more; number of accidents incurring compensation costs; amount of compensation incurred; cost of compensation per ton; tons produced for each disability accident; number of fatalities; and tons produced per fatality. A record of all accidents, classified by causes and mines and by months and years, is kept by the safety department. The monthly statistics for the year and a five-year comparison are printed each year in the company magazine.

Classes in first-aid work are held at each mining center and at most of the outlying mines at intervals of about a year; opportunity is given to all employees to attend and materials for practice are furnished. First-aid pocket packets for first-aid men and large metal cabinets for the mines, containing at all times complete first-aid equipment for dressing injuries, are furnished.

A mine-rescue station having five full sets of apparatus is maintained at Fairmont, convenient to all the mines. The apparatus is kept in repair and ready for use and an efficient and well-trained rescue crew is ever ready.

Extent of safety activities.—Table 17 shows the extent of the safety activities heretofore described:

TABLE 17.—SAFETY ACTIVITIES OF A LARGE COAL COMPANY IN THE FAIRMONT FIELD, 1918 TO 1922, BY YEARS.

Year.	Inspections by—		Safety committee meetings.		Safety rallies. ²	
	Mine inspectors.	Gas inspectors. ¹	Number.	Total attendance.	Number.	Total attendance.
1918.....	507	1,083	90	540	-----	-----
1919.....	453	1,318	100	759	-----	-----
1920.....	315	1,440	125	1,694	14	2,450
1921.....	332	1,339	162	1,453	8	1,200
1922.....	309	1,286	90	435	15	4,970

¹ Inspections included analyses of mine air.

² With motion pictures and special speakers.

WELFARE WORK.

Health.—Six registered trained nurses, known as visiting nurses, are employed for full-time duty and devote their entire attention to general community work, nursing visits, and such bedside nursing as

emergencies demand. Their principal duties, however, relate to general community work, sanitation, disease prevention, and education in hygiene. These nurses have a regular schedule of visits in addition to answering all calls for their services. The magnitude of the service performed by these visiting nurses may be seen from Table 18.

TABLE 18.—NUMBER OF VISITS MADE BY VISITING NURSES OF A LARGE COAL COMPANY IN THE FAIRMONT FIELD, 1918 TO 1922, BY YEARS.

Year.	Nursing visits.	Instructive visits.	Social visits.	School visits.	Total.
1918.....	4,745	3,134	3,910	55	11,844
1919.....	4,303	6,018	1,166	47	11,624
1920.....	4,192	6,997	2,771	11	13,971
1921.....	5,153	7,417	3,524	91	16,185
1922.....	6,329	8,831	3,336	95	18,591
Total.....	24,812	32,397	14,707	299	72,215

During the same period the nursing staff, assisted by the medical staffs at the various mining communities, also performed the following duties:

TABLE 19.—ACTIVITIES OF NURSING AND MEDICAL STAFFS OF A LARGE COAL COMPANY IN THE FAIRMONT FIELD, 1918 TO 1922, BY YEARS.

Year.	Field cases.	Office cases.	Meetings attended.	Special duty.	Office dressings.	Field dressings.	Total.
1918.....	570	901	172	-----	1,035	-----	2,678
1919.....	96	134	20	-----	357	-----	607
1920.....	268	252	31	9	352	245	1,157
1921.....	813	720	125	24	863	900	3,445
1922.....	901	327	125	48	536	877	2,874
Total.....	2,708	2,334	473	81	3,143	2,022	10,761

Recreation.—The corporation maintains and operates nine recreation buildings. Five of these contain auditoriums, having a combined seating capacity of 3,774, in which good motion pictures are shown three times each week at a nominal admission price. All recreation buildings are equipped with pocket billiard tables (26 in all) and with facilities for dispensing refreshments. The larger buildings have commodious lobbies, in which informal dances and other gatherings are held, and separate space is provided for meetings of various kinds. The buildings also contain barber shops and rest rooms.

The company has provided and maintains nine well-equipped free playgrounds for children. Baseball diamonds are maintained at almost every mine, there being 12 baseball teams in the division. At two of the larger mining groups, out-of-door basket-ball courts equipped by the company are supported, and at many of the mines tennis courts are kept up.

Company magazine.—The company issues a monthly magazine which is distributed to all employees free of charge. The contents consist almost exclusively of articles and news items contributed by

employees. The editorial policy is largely educational and bids for cooperation and good will.

Cost of welfare work.—To maintain its welfare activities the corporation has spent over one-quarter of a million dollars during the five-year period 1918 to 1922. Table 20 shows the cost of these activities, by type of specific service rendered:

TABLE 20.—COST OF WELFARE ACTIVITIES OF A LARGE COAL COMPANY IN THE FAIRMONT FIELD, 1918 TO 1922, BY YEARS.

Year.	Health.	Garbage and sanitation.	Care of toilets.	Educa-tion.	Out-of-door recreation.	Publicity and company maga-zine.	General commu-nity work.	Operat-ing recreation build-ings.	Total.
1918.....	\$7,759.18	\$11,138.82	\$4,684.50	\$1,845.68	\$4,043.14	\$13,471.84	\$1,177.92	\$389.72	\$44,510.80
1919.....	8,808.82	7,121.75	5,056.29	13,355.32	553.96	6,466.73	1,714.02	1,908.58	44,985.37
1920.....	11,266.62	14,182.19	6,836.94	685.90	375.71	10,377.71	5,632.10	2,913.45	52,270.62
1921.....	12,429.53	35,872.24	7,744.81	148.42	3,401.90	8,193.67	2,550.63	3,165.92	73,507.12
1922.....	11,864.87	8,496.88	7,782.16	447.42	319.01	6,370.96	2,173.92	12,684.10	50,139.32
Total.	52,129.02	76,811.88	32,104.70	16,482.74	8,693.62	44,880.91	13,248.59	21,061.77	265,413.23

NONUNION COLLECTIVE BARGAINING.

The plan of nonunion collective bargaining here described covers about 15 mines located in West Virginia, Maryland, and Pennsylvania, and owned by one company. The system is based upon a collective agreement between the company and its employees, without any participation by the United Mine Workers of America, the employees being represented by committees selected by themselves.

HISTORY OF LABOR RELATIONS.

The company has never officially dealt with the United Mine Workers. Prior to 1916 the company operated its mines on an individual bargaining basis. On the 1st of June, 1916, the company put into operation in all of its properties a plan of "industrial representation" for its wage-earning employees, providing for collective bargaining. Under this plan the workers at each mine were to be represented by a so-called industrial committee of three. This committee was to take up all grievances with the superintendent. Failing to agree, the committee was to take up the grievance with the general manager. Controversies upon which no adjustment could be reached between the employees' committee and the management were to be referred to arbitration. This plan was in force until 1918, when, by special agreement, it was superseded on July 1, 1918, by the United States Fuel Administration basic agreement of May 15, 1918, for Maryland and the upper Potomac coal fields.

The Fuel Administration basic agreement was put into force under the following notice, posted by the company on July 1, 1918:

To the employees of the — Coal & Coke Co.:

In view of the fact that a basic agreement for Maryland and the upper Potomac coal fields was submitted and accepted by the employees and the employers of these fields and approved May 15, 1918, by H. A. Garfield, United States Coal Administrator, for the period of the war, and in any event for at least two

years from May 15, 1918, and thereafter, subject to revision upon 90 days notice by either of the parties, the — Coal & Coke Co. for itself agrees that it will accept any portion of said basic agreement as may be desired by its employees in substitution of any of the provisions of its industrial representation plan of June 1, 1916, during the period that such basic agreement is in effect, and in the adjustment of industrial differences or disputes its employees shall have the option of proceeding either under the industrial representation plan of June 1, 1916, or the basic agreement of May 15, 1918.

When the Fuel Administration agreement expired, a new agreement was put into effect, December 11, 1920. This agreement covered the company's mines, as a part of the upper Potomac and Georges Creek regions, and was made "by and between the coal companies and individuals operating coal mines in the upper Potomac regions in Maryland and West Virginia, and in the Georges Creek regions in Maryland, hereinafter referred to as 'operators' or 'employers,' parties of the first part, and their 'employees,' hereinafter referred to as 'employees' or 'miners,' parties of the second part." The United Mine Workers of America was not a party to the agreement.

From all the documentary evidence examined, it appears that this company has never dealt with the United Mine Workers; that its dealings were purely with committees of its own employees; and that the basic Maryland agreement of the Fuel Administration was specifically accepted by the company only for the period that such basic agreement was to be in force, that is, during the war. The notice given by the company on July 1, 1918, when the basic agreement of the Fuel Administration was put into force, shows that on the date of the expiration of the Fuel Administration agreement the company was free to make whatever arrangement it pleased. It chose to deal with its employees in the manner in which it had dealt with them prior to the entry into the field of the policies of the United States Fuel Administration—under the so-called industrial representation plan of 1916, with some minor modifications.

The agreement of December 11, 1920, expired on March 31, 1922. A new agreement was then signed "between the company, operating coal mines in Maryland, Pennsylvania, and West Virginia, and its employees," effective November 16, 1922. The purpose of this agreement, now current, as stated in its preamble, was "to provide a means for the adjustment of grievances and for communication and conferences between the operators and employees," as well as "to promote and maintain a spirit of cooperation between the operators and employees, to the end that a better understanding of the respective problems and duties, as well as the respect of the general public, may be assured." The principal features of the plan are: (1) An employees' committee at each mine, consisting of three employees selected by the employees of the mine; (2) an employees' commissioner selected and paid by the employees to represent them, who devotes his entire time to the interests of the workers; (3) an operator's commissioner selected and paid by the operator as its representative in all labor matters; (4) a joint board of review, consisting of three representatives of the company and three representatives of the men; (5) an umpire, or arbitrator, to settle difficulties upon which no adjustment can be reached.

TEXT OF PRESENT AGREEMENT.

That the current agreement provides for collective bargaining may be seen from its text, which is as follows:

ARTICLE I.

SECTION 1. *Purpose.*—(a) It is the purpose of this agreement to provide means for the adjustment of disputes or grievances and for communication and conference between the operator and the employees according to uniform procedure; and

(b) To promote and maintain a spirit of cooperation between the operator and the employees, to the end that a better understanding of their respective problems and duties, as well as their responsibility to each other and to the general public, may be assured.

SEC. 2. *Provisions for administration.*—For the administration of this agreement there shall be, as hereinafter provided:

(a) An employees' committee for each mine, consisting of three employees elected from and by the employees of the mine.

(b) An employees' commissioner selected and employed by the employees, who shall devote his entire time to the interests of the employees.

(c) An operator's commissioner selected and employed by the operator, who shall devote his entire time to the interests of the operator.

(d) A joint board of review consisting of three employees and three officials of the operator.

(e) An umpire.

SEC. 3. *Definitions.*—(a) The term "operator" shall be interpreted to mean the owner, company, manager, or other official.

(b) The term "employee" shall mean any person actively employed at or in the mines, except superintendents, foremen, and those who direct the working forces.

(c) The term "committee" shall mean employees' committee.

(d) The term "commissioner" shall mean the operator's or employees' commissioner.

ARTICLE II.—*Employees' committee.*

SECTION 1. *Election of committees.*—At the time of the acceptance of this agreement by the majority of the employees at the meeting called at each mine for that purpose, the said employees shall select tellers and proceed to elect by secret ballot a committee of three from their number, which committee shall serve for one year or until their successors are elected.

SEC. 2. *Eligibility.*—Any employee who is a citizen or has declared his intention to become a citizen of the United States, is 21 years of age or over, can speak the English language, and who has been employed at that mine for not less than two months immediately preceding the election, shall be eligible to the committee. The committeeman receiving the highest number of votes shall act as chairman of the committee and shall also act as the representative of the employees of the mine at which he is employed at any joint meeting hereinafter provided for.

In case of a tie vote, seniority of service shall decide the election and chairmanship.

SEC. 3. *Annual election.*—Regular annual meetings of employees for the election of committees shall thereafter be held annually on the second Saturday in January. The first such annual meeting, however, shall be held the second Saturday in January, 1924.

Five days' notice of the time and purpose of such meeting shall be posted by the committee at the mouth of the mine or at the tippie. The place for such meeting will be provided by the operator if request for same is made by the committee.

SEC. 4. *Vacancies.*—Vacancies on the committee caused by death, removal, ceasing to be an employee, resignation, or any other cause shall be filled at a special election to be called by the committee for that purpose.

All elections shall be by secret ballot.

ARTICLE III.—*Commissioners.*

SECTION 1. *Employees' commissioner.*—Within 10 days after the election of the committees, the chairmen of the committees from all mines included in this

agreement shall meet for the purpose of selecting and employing a competent person to be known as "employees' commissioner," who shall represent the employees in the administration of this agreement and devote his entire time to such duties. He shall have no other employment and shall not be connected with any other interest. Vacancies by resignation or other cause shall be filled in like manner as promptly as possible.

The employees' commissioner shall assist the employees and their committees in all matters pertaining to this agreement, meet with the operator's commissioner for joint consideration of matters presented by the committee and superintendent and for submission of same to the manager and joint board of review when necessary, and shall also be empowered to call upon the operator's commissioner when, in the proper administration of this agreement, it is in his judgment necessary.

SEC. 2. *Operator's commissioner.*—The operator shall select and employ a competent person to be known as "operator's commissioner," who shall represent the operator in the administration of this agreement and devote his entire time to such duties. He shall have no other employment and shall not be connected with any other interest. Vacancies by resignation or other cause shall be filled in like manner as promptly as possible. The operator's commissioner shall cooperate with the employees' commissioner and, representing the operator, shall meet with the employees' commissioner whenever requested, and shall also be empowered to call upon the employees' commissioner when, in the proper administration of this agreement, it is in his judgment necessary.

SEC. 3. *Representation at appeals.*—At all appeals before the joint board of review and umpire when necessary, each commissioner shall represent his respective interests.

ARTICLE IV.—*Joint board of review.*

SECTION 1. *Selection and election.*—At the time of the meeting for the selection of employees' commissioner, the chairmen of the employees' committees shall select three persons from their own number who, with three officials of and selected by the operator, shall constitute the joint board of review. Members of this board shall serve for one year or until their successors are selected.

SEC. 2. *Vacancies.*—Vacancies on the joint board of review from any cause shall be filled promptly in the manner above provided. Membership of the joint board of review shall at all times be kept complete.

SEC. 3. *Powers.*—The joint board of review, hereinafter called "board of review," thus constituted shall take up and consider any case referred to it as provided by this agreement, hearing both parties to the controversy and such evidence as may be laid before it by either party. Any award made by the board of review shall be final and binding on all parties. The employees' representation shall have one vote and the operator's representation one vote, making it mandatory that a unanimous vote be arrived at to effect a decision or award.

ARTICLE V.—*Umpire.*

SECTION 1. *Selection.*—The board of review shall have the power to select an umpire, to whom shall be submitted any disputes upon which the board of review has been unable to agree. If they can not agree upon a proper person then the senior judge of the Federal district court shall be requested by the board of review to make selection of a proper person.

SEC. 2. *Appeals to be submitted in writing.*—All appeals to the umpire shall be submitted in writing and supported by a complete statement of facts as presented to and considered by the board of review, supplemented by such evidence on the point in controversy as the umpire may request. No new questions may be introduced before the umpire, except by unanimous consent of the board of review.

SEC. 3. *Decision final.*—The decision of the umpire shall be final and binding in all matters which may be referred to him, as provided by this agreement.

ARTICLE VI.—*Adjustment of disputes.*

SECTION 1. *Committee.*—It shall be the duty of the committee to receive from any employee or employees such matters of dispute, grievance, or misunderstanding as the employee or employees affected have been unable to adjust with the foreman and superintendent, with whom the matter in dispute shall be taken up before reference to the committee. If the committee fails to

adjust with the foreman and superintendent the matter complained of, the same shall be submitted promptly to the employees' commissioner, as hereinafter provided. The committee, however, shall not take up for discussion any such matters during working hours.

SEC. 2. *Record and commissioners.*—In cases where the superintendent and committee have failed to agree, a joint statement of facts of the matter in dispute shall be drawn up and signed in duplicate by the superintendent and the committee for permanent record, the committee to refer one copy to the employees' commissioner and the superintendent to refer one copy to the operator's commissioner, as hereinafter provided.

SEC. 3. *Manager, board of review, and umpire.*—If the commissioners, after reviewing the case with the complainant, committee, foreman, and superintendent, fail to secure an adjustment, they shall place the matter before the manager or executive official, and, failing then to secure an adjustment, shall refer same to the board of review and to the umpire if necessary, as hereinafter provided.

The joint statement referred to the commissioners by the committee and superintendent shall be used by the commissioners in presenting the case to the manager or other official and, if necessary, to the board of review and umpire.

ARTICLE VII.—*Suspension of operations.*

It is the spirit of this agreement that no suspension of operations either by lockout or strike shall be necessary under its provisions, and operator and employees mutually agree that none shall take place, and in no case shall any question be taken up for adjustment during any suspension of operations in violation of this agreement.

ARTICLE VIII.—*Appeals and decisions.*

Discharge and suspension cases shall take precedence over other matters which may be pending before the board of review, but any dispute which has not been submitted to the board of review in the manner herein required within 30 days from the original presentation of the matter to the committee, shall be automatically closed, except by mutual agreement of the commissioners.

All disputes submitted to the board of review, including final disposition by the umpire, shall be disposed of within 30 days, except that in the discretion of the board of review for just and sufficient reason the time may be extended.

ARTICLE IX.—*Authority of management.*

The management, including the superintendent and foreman, shall not be interfered with in the management and control of the operations and the direction of the working forces, including their authority to hire, suspend, or discharge; but any employee who believes that in the exercise of such authority or control he has been unfairly or unjustly treated, or discriminated against for any cause, may bring his case up for consideration and adjustment, as herein provided.

ARTICLE X.—*Reinstatement.*

Discharged or suspended employees who have been sustained in an appeal as provided by this agreement shall be reinstated under such terms as may be agreed upon by the board of review or ordered by the umpire, but in no event shall they be recompensed in greater amount than they would have earned and received had they not been discharged or suspended.

ARTICLE XI.—*Checkweighman.*

SECTION 1. *Provision.*—A checkweighman, to be paid by the miners and elected by them from among the employees at the mine, may be placed on each tippie where coal is weighed, and his duties shall be those prescribed by laws of the State. Three days' notice of such election shall be posted at the mouth of the mine or at the tippie by the committee, certificate of such election to be filed with the foreman or superintendent immediately thereafter. Election of checkweighman shall not be held oftener than once in every three months, unless within that period the position of checkweighman becomes vacant.

SEC. 2. *Compensation.*—In order that provision for the regular payment of the checkweighman's wages may be made by the miners, the operator will

collect from such miners, as so designated by written order, their proportion on a tonnage basis of the checkweighman's wages and pay same over to the checkweighman. Each checkweighman shall be paid by the miners of the mine or mines he serves.

ARTICLE XII.—*Wages and working conditions.*

SECTION 1. *Continuation.*—The rate of wages and the general working conditions in effect at time of acceptance of this agreement shall continue until modified or changed in joint conference, as hereinafter provided.

SEC. 2. *Request for joint conference.*—Either party to this agreement, through its commissioners, may request a joint conference between the operator's and the employees' representatives for the purpose of considering requests for modification of wage rates or general working conditions; and upon receipt of such request from either party such joint conference shall be held in 10 days; provided, however, such joint conference shall not be called oftener than once in any six months' period, except by mutual consent.

SEC. 3. *Consideration and decision.*—In the consideration of all requests brought before such joint conference, due weight shall be given their relation to production cost and existing economic and competitive conditions. Decision shall be reached by a majority vote of representatives of each party to the agreement.

SEC. 4. *Appeal.*—In the event of failure to agree, the matter shall be immediately referred to the board of review by the commissioners, and if the board of review fails to agree, the matter shall be submitted to the umpire.

SEC. 5. *Limit of appeal.*—Appeals to the board of review and the umpire in these matters shall, so far as possible, be held and final decision rendered within 20 days.

SEC. 6. *Local or special agreements.*—Local or special agreements may be negotiated by and between the employees of any one mine and the operator, dealing with a purely local or special condition at such mine. The adoption of such local or special agreement at any one mine shall not make mandatory the adoption of such agreement at any other mine. A copy of all such local or special agreements shall be furnished to the commissioners.

ARTICLE XIII.—*Compensation.*

SECTION 1. (a) *Employees' committees.*—Compensation and expense of each employees' committee shall be paid by the employees of the mine it represents.

(b) *Employees' commissioner.*—Compensation and expenses of the employees' commissioner shall be paid by the employees.

(c) *Operator's commissioner.*—Compensation and expenses of the operator's commissioner shall be paid by the operator.

(d) *Board of review and umpire.*—Compensation and expenses of the board of review and umpire shall be paid jointly by operator and employees.

SEC. 2. *Audit of accounts.*—(a) The employees' commissioner shall audit such accounts as are to be paid by the employees and certify the same to the operator for collection over the pay rolls from the employees, who hereby agree, authorize, and direct the operator to deduct their pro rata share from any money or pay that may be due them.

(b) The operator's commissioner shall audit such accounts as are to be paid by the operator and certify same to the operator for payment, as herein provided.

SEC. 3. *Payment of funds.*—The amount collected over the pay roll for each employees' committee will be paid to the members of the committee by the operator. Amounts collected for other purposes, as above designated, will be paid to the employees' commissioner to be paid by him to the proper parties.

SEC. 4. *Receipts and bonds.*—The commissioners will be required to take proper receipts for all moneys paid out by them in accordance herewith, and will be required to give bond in amount necessary to the persons employing them.

ARTICLE XIV.—*Observance of laws.*

There shall be on the part of the operator and employees a strict observance of the Federal and State mining laws.

ARTICLE XV.—*Amendment of this agreement.*

This agreement may be amended or modified at any time by a majority vote of each side present at a joint conference of the officials of the operator and

representatives of the employees, to be called and held on 10 days' written notice from either party hereto, provided the call for such joint conference sets forth the amendment or modification desired.

In brief, the agreement provides for the following:

1. Collective bargaining in all matters pertaining to wages, hours, and working and living conditions.
2. Professional representation for the employees through a labor commissioner selected by them.
3. Joint board of conciliation.
4. An umpire to adjudicate cases coming to a deadlock in the joint board.
5. Employees' checkweighman.

RULES GOVERNING ADMINISTRATION OF AGREEMENT.

The rules and by-laws governing the administration of the agreement, adopted at the first regular meeting of the joint board of review, January 31, 1923, are as follows:

RULE 1. The regular monthly meeting of the joint board of review shall be held in the last week of each month, in the city of —, W. Va. Special meetings shall be held when necessary, and shall be held upon written request made to the secretary by the commissioners at such time and place as the commissioners may designate.

RULE 2. A majority of each side must be present in order to constitute a quorum.

RULE 3. In the event any member of the board of review should be compelled to be absent from any regular or special meeting, the members of the side to which he belongs may select an alternate in order to complete their membership during the temporary absence of such member. The selected alternate must be a chairman of the committee or an official of the company.

RULE 4. The board of review shall elect one of its members as chairman to preside at all meetings at which he is present and shall also elect one of its members as secretary, who shall take the minutes of all regular and special meetings, call meetings of the joint board of review when so instructed by the commissioners, and perform such other duties as the board of review may designate.

In case the chairman or secretary should be absent from a regular or special meeting of the joint board of review, the members present shall name one of their number to act in such capacity at that meeting.

RULE 5. The officers of the joint board of review shall be elected at the regular meeting in January of each year, and shall hold office until their successors have been elected and have assumed office. In case a vacancy occurs in any office for any reason, an election to such office may be held at any regular or special meeting.

* * * * *

RULE 7. All cases referred to the joint board of review and pending must be considered and, if practicable, disposed of before the final adjournment of each regular meeting.

RULE 8. Before any vote is cast in which a decision is involved, each side shall caucus separately for the purpose of determining and authorizing how their vote shall be cast.

RULE 9. Any member of the joint board of review may, with the permission of the chair, interrogate any witness or representative of any party appearing before the joint board of review. No discussion, however, shall take place between members on the merits of any dispute or grievance while any witnesses are present, or while the joint board of review is not in executive session.

RULE 10. In the hearing of witnesses before the joint board of review, all witnesses who are to testify, except the one actually giving his testimony, shall be excluded from the room. The board of review shall permit the principals directly involved in the case to remain during the taking of testimony, although they may also be witnesses.

RULE 11. In all cases where the joint board of review has been unable to reach a decision, the chairman shall notify the commissioners to prepare the case for presentation to the umpire.

RULE 12. Whenever a case is submitted to the joint board of review by the commissioners or to an umpire for decision, copies of any briefs or statements

submitted shall be filed with the joint board of review and placed with the papers in the case. The commissioners, jointly, shall act as custodians of such documents.

RULE 13. Any decision reached by the joint board of review shall be certified to by the signature of the chairman and secretary of the joint board of review, and the secretary shall send a copy of the same to parties involved in the case. In discharge or suspension cases, the secretary may informally give notice of the substance of the decision prior to the filing of the formal written decision of the joint board of review.

RULE 14. Any expenses in connection with the appearance of witnesses before the joint board of review shall be borne by the party presenting the said witnesses. However, the expense of any witness specially called before it by the joint board of review shall be borne jointly by the parties to the agreement.

* * * * *

RULE 16. All complaints and petitions presenting appeals to the joint board of review for decision shall be made out and presented on the forms provided by the joint board of review for that purpose, and the joint board of review may, in its discretion, refuse to receive or entertain any petition or dispute not so presented.

RULE 17. Copies of the minutes of each meeting of the joint board of review shall immediately be mailed by the secretary to each member of the board of review. When cases presented to the joint board of review are not in proper form, the secretary shall at once communicate with the parties, so advising them, and stating in what respect irregularities exist.

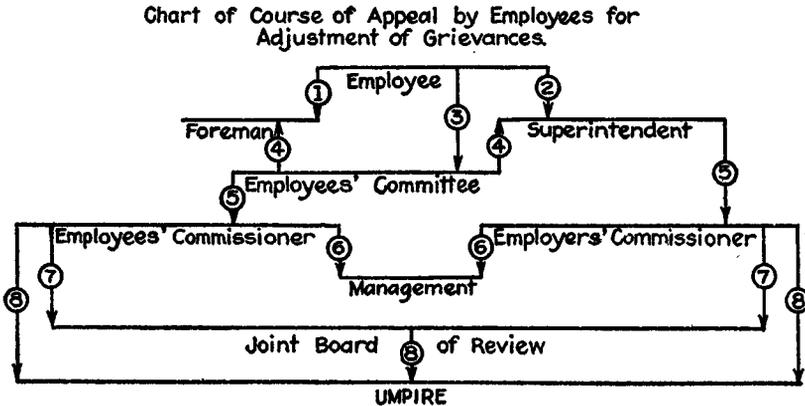
RULE 18. All questions presented to the joint board of review shall be determined by a unit vote, the representatives of the employees jointly having one vote and the representatives of the company jointly having one vote, making it mandatory that a unanimous vote—namely, two votes—be given in order to carry any motion.

RULE 19. The commissioners shall be present at all meetings of the joint board of review, and during the deliberations they shall act in an advisory capacity for their respective sides.

RULE 20. The joint board of review may amend, change, alter, repeal, or add to these rules and regulations at any meeting at which a quorum is present.

ADJUSTMENT MACHINERY.

The following chart shows the course of a complaint from the point of its origin, at the mine, to the final decision by the umpire. The sequence is shown by the numbers in the circles.



The course of adjustment of a grievance is as follows: An aggrieved employee, in the first instance, takes the matter up with his foreman or superintendent and if no adjustment can be reached the matter is referred to the employees' committee. This committee then

attempts to adjust the matter with the general manager. In case of inability to agree, each party refers the matter to its commissioner, the two commissioners then acting in a conciliatory capacity. If no adjustment can be reached by the commissioners, the matter is referred to the joint board of review, consisting of an equal number of representatives (usually three) from each side. Cases coming to a deadlock in the joint board are submitted to an arbitrator. In case of inability to agree upon the person of the arbitrator, the senior judge of the Federal district court is requested to appoint an umpire.

ADMINISTRATION.

Both the employees and the company realize that the success of the agreement lies in its administration. Hence, special care has been exercised by both sides in the selection of their labor commissioners. The labor commissioner for the company is a former statistician for the United Mine Workers of America, a well-trained man with extensive practical experience in mining and in dealing with men, and with a liberal point of view. He served in an important capacity with the United States Fuel Administration during the war. The representative of the employees is a former district president of the United Mine Workers of America.

As to the attitude of the employees toward the agreement, the employees' commissioner says that the present agreement gives the miners everything that collective bargaining through the union would give them, and "this is the reason the agreement has been accepted by us." The agreement, he says, protects the employees in every way, and as long as it does protect them to the extent indicated they will live up to it. If the company should follow a course which does not represent bona fide compliance with the agreement, he would be the first man to call a strike. "I have not as yet forgotten how to call strikes when necessary, and this statement of mine applies to the — Coal & Coke Co. as it applied to operators when I used to call strikes in my official capacity of district president of the United Mine Workers." This statement was made by him in the presence of the labor commissioner for the company and the general superintendent of the company's mines.

At the present time the company is paying the existing union rate of wages. According to the employees' commissioner, some of the rates paid by the company are higher than the union rates in the district. Furthermore, as will be seen from a summary of the joint report on the workings of the agreement on page 82, the 12-hour day for power and station employees has been abolished by mutual consent. This change shows the effectiveness of the work of the employees' commissioner, because under the present agreement with the men the company did not have to agree to the change. The labor commissioner for the company stated that the company agreed to this change "as a matter of decency" and not from the point of view of the company's specific rights.

The working agreement gives the men the right to place checkweighmen at each tippie, if they so desire. After the experience with the checkweighmen described on page 82, the men decided that no checkweighmen were necessary.

An inquiry into the operation of the employees' organization reveals the fact that its workings are not much different from the workings of any union. Each mine has a committee of three, the chairman being selected by popular vote of the miners. The chairmen of the various mines of the company make up a sort of an executive committee for the employees. This committee selects the labor commissioner. The latter is responsible for his actions and is subject to discharge and removal by this committee. Chairmen's meetings are called regularly every month, and more frequently when necessary. At these conferences is voted the financial budget of the organization. The conference instructs its labor commissioner to communicate with the company regarding the collection of the per capita tax which is to support the men's organization. The cost of the organization consists of the following items: (1) Salary of the labor commissioner (\$300 per month) and his traveling expenses; (2) compensation and traveling expenses of the chairmen of local committees when attending to the business of the organization; (3) special contribution to an accident relief fund, maintained by the men, which is supplementary to State compensation; (4) the pro rata share of the expenses in maintaining the joint organizations provided for in the agreement, such as the joint board of review and the umpire. Up to the present the total per capita cost of the employees' organization in connection with the working agreement has been 35 cents per month.

Important company officials, such as the general manager, the general superintendent, and the chief engineer, are unanimous in their approval of the present scheme of collective bargaining with the employees. The general superintendent maintains that although his powers have been greatly reduced with reference to labor since the arrival of the labor commissioner, he feels that he is now in a better position to attend to production. "All I have to worry about now," he says, "is the digging of coal, and I am glad not to be worried about suspensions, discharges, wages, hours, and all other complaints which I used to handle prior to the arrival of the present system."

EXPERIENCE UNDER AGREEMENT.

The following is a brief résumé of a joint report signed by the respective labor commissioners, "administrators of the working agreement between the — Coal & Coke Co. and its employees."

During the six months' period covered by the report, the scope of activity of the commissioners was confined largely to educating both the employees and their committees, as well as the management, regarding the agreement and the benefits to be derived by both sides by its proper administration. Meetings with mine officials and employees were held at the different mines and the problems confronting both sides were frankly stated and discussed. The natural restraint which nearly always exists in the minds of the employees when dealing with the management "has, from our observation, been largely removed." The freedom of expression manifested by the employees and the reciprocal attitude on the part of the mine officials in reviewing and discussing matters of mutual interest at these open sessions laid a good foundation for the successful administration of the agreement.

The employees' meetings were in all instances well attended. The employees' commissioner presided, and, upon his invitation, the employees brought to the attention of the commissioners several bad practices in their plants which were detrimental to the interests of the employees. The commissioners made notation of these matters for the purpose of later discussing them with the mine officials. The commissioners were at first inclined to believe that employees would hesitate or show reluctance in referring to conditions at their plant, which needed to be remedied, but such was not the case, and by reason thereof the commissioners became better acquainted with conditions and practices in effect at the different mines. This familiarity with actual conditions will, in the opinion of the commissioners, have a tendency to make their work much easier and more effective.

Following the meetings with the employees, a meeting between the commissioners and the company officials of each mine was arranged for, and the bad practices complained of by the men were discussed. The company officials expressed themselves as willing to do their part toward remedying these conditions. After a reasonable length of time had elapsed, the commissioners checked up on what had been done by the mine officials at the different mines in eliminating the objectionable practices. In every case the complaints had been satisfactorily adjusted. It was very easy to see how bad conditions had been allowed to grow until they became a cause of complaint on the part of the men. Prior to the time the working agreement went into effect, the mine officials at practically all the mines were influenced by a desire to produce coal at the lowest possible figure; no restrictions were placed upon the management limiting its authority in dealing with the employees, and as a consequence the interest of the employees invariably was lost sight of, resulting in the establishment of conditions that appeared beneficial to the company but were without question detrimental to the employees.

The following complaints were brought to the attention of the commissioners and remedied:

1. The mine management was accused of being negligent in not maintaining an equal distribution of mine cars; in other words, "no thought was given toward keeping a square turn."
2. Equal opportunity for work was not given employees working by the day in their respective lines of work.
3. Motor crews were holding check numbers on the coal and loading coal on days the mines were idle, taking this work away from the miners.
4. Motor crews on days the mines worked were placing a trip of empty cars in certain sections of the mines preceding an idle day, and then would go into the mines on idle days and join with the miners of that section in loading the empties. This practice was unfair to the rest of the miners in the mine.
5. Heading men and men on pillar work had a common practice of taking a mule or motor in their place on idle days and hauling their own coal without extra pay for such work. This special privilege was unfair to the rest of the men in the mine.

Complaints 1 and 2 were settled by the management at the different mines by arranging for an equal turn of cars to the miners, and an equal opportunity for work for each classification of day workers. At some of the mines turn sheets are posted every two weeks showing the number of cars each man loads.

A number of discharge cases were adjusted by the commissioners. At one mine a discharged employee was reinstated in his former

place of employment. Three other cases originated at the central power plant of this company: (1) An employee in the power plant was assigned to work on the ash larry, but refused to take the job owing to what were found to be "extenuating circumstances," and after a period of 20 days' suspension he was reinstated in his former place. (2) Two men were discharged for refusing to work in the central power station in order to fill in when one of the engineers was off. The men refused to go there because there was no understanding as to their rates, and they were discharged. The case was settled by the commissioners in favor of the men, who were reinstated with back pay. (3) By joint agreement between the commissioners, the 12-hour day of two station employees was done away with. A third man was put to work to make an 8-hour shift possible. The case was settled by a special local agreement providing for an 8-hour day and the third man.

The commissioners made a special investigation of living conditions at four mines. Suggestions were made to the superintendents of the above plants regarding a number of leaking roofs and to the effect that in some places the sanitary conditions were not what they should be. The suggestions of the commissioners were carried out.

Street lights were recommended and installed for two mining towns. Electric wiring for lights was provided, at a nominal rate for all employees requesting same.

The mine officials and committees of each plant were advised by the commissioners to confer at regular intervals for the purpose of considering matters of mutual interest.

The administration of the agreement at one of the mines turned out to be very difficult because of the close proximity of a borough where upward of 150 striking miners were located. Of the 150 men, 40 formerly worked for the company. These, according to the commissioners, "were busy day and night, by fair or foul means, trying to embarrass the output of the mines." The strike leaders were the prime movers in working up sentiment among the miners employed at these mines to place a checkweighman at the weigh scales. Their purpose was to show to the outside world that the company would not permit a man to stay at the weigh scales and act as checkweighman for the men. When it became evident that the company, through its officials, showed to the miners' representative at the weigh scales every courtesy and cooperated with him, the strike leaders advised the checkweighman to request a test of the weight of the cars. This was granted, and an agreed-upon number of cars weighed. The miners lost by the test. The checkweighman then circulated the report that some cars weighed as high as 6,300 pounds, but he could not give the men credit for more than 4,200 pounds. The commissioners made a personal investigation of these allegations and found them to be untrue. In the interest of safety and efficiency in the haulage system, and due to the slope being low at many points, a standard weight of 4,200 pounds has been mutually agreed to as the maximum amount the miners are expected to load. The checkweighman then admitted to the commissioner that he was wrong, but said that he was so advised by two of the strike leaders. The employees became very much dissatisfied with the checkweighman and de-

manded that he get off the tippie. The employees' commissioner held meetings with the employees and used every possible influence to have the checkweighman retained, but to no avail; the miners unanimously ousted him because of his admitted connections with the strike leaders. The purpose of the strike leaders was, of course, to discredit the company and the working agreement, but they failed in both, according to the employees' commissioner.

A special agreement was reached with the company regarding the collection of the employees' contributions to maintain their organization. This agreement was as follows:

The employees' commissioner proposed in the interest of safeguarding the administrators of the agreement against criticism in the disposition of the employees' fund, that the money collected from the employees over the pay rolls should be temporarily held by a specially appointed auditor, and paid over by him to the employees' commissioner by check to balance each legitimate bill that falls due. The money should be sent to liquidate such bill when audited by the employees' commissioner, who will pay to the proper parties such amount as is due them.

The employees' commissioner will be required to submit a financial statement monthly of the receipts and expenses of employees' fund to the employees' representatives on the joint board of review, who have been delegated with authority to act as the executive or advisory committee to the employees' commissioner.

This arrangement was "one of the best things that could have happened to allay suspicion in the minds of the employees." Outside influence was busy trying to discredit the employees' commissioner by charging him with having too much authority in handling the employees' money—he could accumulate a large fund and use it, were he so disposed, to the detriment of employees' interests.

WELFARE WORK, ETC.

To diminish the extent of labor turnover, the company provides group insurance for all employees. Every wage-earning employee, without exception, who has been in the service of the company six months, gets a life insurance policy for \$500. The amount of the policy is increased by \$100 for every additional six month's service, till it reaches \$1,000.

At most of the mines the company maintains playgrounds for the children, as well as recreation centers for the men and their families. According to the employees' commissioner, housing conditions in general are fairly good. The rates charged for houses are the same as those charged prior to the war. As questions of housing, such as rents and upkeep, may constitute a grievance, it is the duty of the employees' commissioner to inspect the houses, and see that they are in satisfactory condition and that no excessive rents are charged.

The company stores at the present time are a good deal more popular than before. Prices, it is said, are competitive. The employees' commissioner stated emphatically that the company does not attempt to make any money by operating the stores but maintains them merely as a convenience for the men.

CONCLUSIONS.

On the basis of the facts set forth in this report, the following conclusions may be reached with reference to the present relations in the unionized part of the field, which constitutes the bulk of the Fairmont district.

1. The main complaint of the men is the lack of employment. During the last year or so the average number of working-days per week was about three. The unemployment is due largely to two causes; (a) overdevelopment of the industry in the district, and (b) railroad car shortage, occasioned, first, by the fact that the serving railroads are forced to scatter their equipment over a multitude of small mines, and second, by the general suspension of work in 1922. In mines working on the assigned car system, the lack of employment is due almost wholly to the car shortage.

2. All operators, without exception, condemn the union for the tactics resorted to in 1922 to force a national agreement. The more liberal operators present no serious objections to a national agreement, provided such an agreement takes care of specific local situations and provided it is not a result of coercion of the 1922 type. There is no justice, they claim, in forcing the closing down of mines of operators who are willing to deal with the union simply because other operators in other districts can not be whipped into line for a national agreement. The operators' claim in this connection may be said to be justified. Documentary evidence shows that in March, 1922, the Northern West Virginia Coal Operators' Association was ready to negotiate and sign a scale agreement for the district. The operators actually agreed to grant the union some time to try to force a national agreement. When, however, it became obvious that no national agreement could be reached, the Fairmont operators demanded that the union make an agreement for the district. The union, however, refused the request "as a matter of national policy."

3. The second complaint of the operators relates to the check-off, with particular reference to the collection of fines and special assessments. In addition to involving the self-respect of the operator (who is forced to collect union funds which frequently are used against him), the check-off seems to have a direct bearing on the character of the union. The fact that union revenues are automatically collectible has a tendency to reduce greatly the actual contact between the "top" and "bottom" in the union organization. The check-off makes it almost superfluous for the national and district organizations of the union to "sell" the organization's ideas and ideals to the men. The national and district officers appear on the local scene rather rarely and generally only after trouble has actually occurred. No "preventive" or educational work is done. This is evidenced by the fact that many of the local union officials are as ignorant of the principles of unionism as they are of the provisions of the contract with the operators.

4. The operators complain of frequent local stoppages and of inability to get rid of undesirable employees. The complaint about stoppages is justified by the stoppage experience of the district, described in detail on pages 36 to 38. The inability of the union to eliminate or diminish the extent of local stoppages indicates the nonexistence of any great amount of union discipline. The com-

plaint of the operators as to their inability to get rid of undesirable employees is only partly justified. Discharges do take place, with the union's consent, in cases which involve specific contract violations. The benefit of the doubt, however, is invariably given to the miner. Many cases of discharge result in reinstatement merely because, technically, the men have violated no specific provision of the agreement. Men who run disorderly houses, gambling dens, or moonshine stills, or who abuse foremen, and who have been discharged, have been subsequently reinstated because the agreement does not specifically state that such offenses are causes for discharge.⁶ The first three classes of cases are serious in isolated mining communities, where it is difficult to separate the daily life of the men from their work, and where, in many instances, the operator has to assume the responsibility for maintaining the moral tone of the community.

5. On the whole, the adjustment machinery set up by the agreement between the operators and the United Mine Workers of America works well. The serious weakness of the joint administration machinery lies in the lack of permanent arbitration machinery for the handling of cases coming to a deadlock in the joint board. The arc-wall case, described on pages 31 to 33, illustrates this point. The obvious line of improvement is the selection of a permanent arbitrator for the life of the agreement, or a specific understanding regarding the method of appointing an arbitrator when the joint board fails to agree upon the person. A provision might be made, for instance, to have the governor of the State, or the Federal district judge, or some other mutually satisfactory person name the arbitrator when the parties themselves can not agree upon his selection.

6. The local administration machinery on the employers' side is fairly effective. The larger mining properties have special men in charge of industrial relations. These men are, as a rule, well qualified to guide the labor policy of the operator and enforce the agreement. The smaller operators may and do avail themselves of the advice and services of the labor commissioner for the operators' association, whose competency is beyond question.

7. The local administration machinery on the union side leaves much to be desired. Pit or bank committees are frequently unfamiliar with their rights and duties under the scale agreement. To this fact may be attributed, to a great extent, the frequent local stoppages. The detailed report submitted herewith shows many instances of ignorance on the part of committeemen regarding the fundamental provisions of the scale agreement. The remedy is, of course, education. The higher union officers—district and national—should be in closer contact with the local men and enlighten them regarding their rights, duties, and obligations.

The working of the agreement in the so-called nonunion collective bargaining part of the field is, according to both sides, more satisfactory, although the complaint with reference to frequent unemployment still remains true. The national agreement problem, with all of its unsatisfactory implications from the operators' viewpoint, is of course nonexistent because of the very nature of the scheme. The same may be said with reference to the check-off, which, while it practically exists under this agreement as under the agreement with the

⁶ For typical case of this sort see p. 34.

United Mine Workers, unlike the latter, is causing no friction. The operator is willing to check off the assessments necessary to support the men's organization. The extent of local stoppages is negligible and the operator has no complaint to make on this score. The adjustment machinery is akin to the machinery in operation under the scale agreement with the United Mine Workers—more comprehensive, indeed, for it provides for the very thing in which the United Mine Workers' scale agreement is lacking—permanent impartial arbitration machinery. The local administrative machinery is very effective on both sides.

The miners have no complaint to register regarding wages and working conditions, as the latter are on a par with, and in some instances (such as the abolition of the 12-hour day for some of the miners) better than those in the territory controlled by the United Mine Workers of America.

Very little can be said regarding the individual bargaining part of the field. It may be stated, however, that the rates of wages prevalent in this part of the field are the same as those in the unionized district.