CONTRACT

between

Strip Mine Operators

and

Strip Mine Laborers

of

DISTRICT NO. 14
U. M. W. OF A.

Adopted at Kansas City, Mo., for period beginning April 1, 1920, and ending March 31, 1922.
CONTRACT

between

Strip Mine Operators

and

Strip Mine Laborers

of

DISTRICT NO. 14
U. M. W. OF A.

Adopted at Kansas City, Mo., for period beginning April 1, 1920, and ending March 31, 1922.
METHODS OF SETTLING DISPUTES.

Section I.

Article 1. The duties of the strip-mine committee shall be confined to the adjustment of disputes between the strip mine foreman and the strip miners or strip mine laborers arising out of this agreement or any district or local agreement made in connection therewith.

Where the strip mine foreman and said strip miners or strip mine laborers have failed to agree, the strip mine committee and the strip mine foreman are empowered to adjust the dispute, and if they disagree it shall be immediately referred to the superintendent of the strip mine and the district president, or their representatives.

Article 2. In the event the superintendent and the district president, or their representatives, fail to agree, the case shall be referred to the president of the district and the commissioner of the Operators' Association, or their representatives, and must be accompanied by a written joint statement of the facts, prepared and signed by the superintendent and the district president.
or their representatives, immediately following their disagreement.

If the president of the district and the commissioner of the Operators' Association, or their representatives, fail to agree, they must either make other disposition of the case for final adjustment or refer it and the records in connection therewith together with a brief in the case, to the district joint board of miners and operators for settlement, whose duty it shall be to adjust all grievances referred to said board, and their authority in the matter of adjusting grievances shall not be questioned. Pending a final settlement of any dispute, the mine shall continue in operation and all strip mine laborers and parties involved shall remain at work, except discharged employees. Said district joint board shall adopt rules for its own government and shall not render decisions in conflict with the written terms of the interstate and district contracts. It is hereby understood and agreed that no authority shall be vested in any one to render decisions in conflict with the above provisions.

Article 3. No decisions rendered on any clause in this contract or custom or conditions existing at a strip mine shall be cited in any case or be construed as binding as a
precedent in any other case during the life of this contract, unless so stated in the decision, and then only to continue in force during the life of this contract.

Article 4. All decisions, written or verbal, based upon previous contracts, are hereby annulled and abolished.

District Joint Board—How Composed.

Article 5. The Joint Board of each district shall be composed of four members, two from each side. This shall include the president of the Mine Workers of said district and the commissioner of the Operators, who by virtue of their positions shall be members of said board. The other members of the district Joint Board shall be members or representatives of their respective organizations. Each side shall make its own selection and the compensation of the men so selected shall be fixed and paid by their respective organizations.

Article 6. When a meeting of the District Joint Board is requested by either side, said board shall be convened within three days from the time application for a meeting is made, and at such time and place as may be mutually agreed upon by the commissioner of the Operators’ Association and the district president of the United Mine Workers of America.
HIRING, DISCHARGING AND TIME TO BE PAID FOR.

Section II.

Article 1. The management of the strip mine, the direction of the working force and the right to hire and discharge, are vested exclusively in the operator, and the U. M. W. of A. shall not abridge these rights. It is not the intention of this provision to encourage the discharge of employes or the refusal of employment to applicants because of personal prejudice or activity in matters affecting the U. M. W. of A. If any employe shall be discharged or suspended by the management and it is claimed that an injustice has been done him, an investigation, to be conducted by the parties and in the manner set forth in Section 1, shall be taken up promptly, and if it is proved an injustice has been done, the management shall reinstate said employe and pay him full compensation for the time he has been suspended and out of employment.

---

Note—Our understanding of paragraph 1. Section 2, relating to discharges, is that no man shall be discharged except for sufficient cause other than personal prejudice or activity in matters relating to the United Mine Workers of America.
Article 2. Provided, that if at the end of five days after the discharge of an employe who claims an injustice has been done him, and an investigation has not been made and a final decision reached within that time, such discharged employe will be given employment pending the final disposition of the case.

Article 3. In all cases of discharge when a man is put to work pending a final settlement of the case if such employe takes a lower rate of wages than that at which he was employed at the time of his discharge, and the case is settled in his favor, he will be paid at the same rate of wages for such work as he was receiving at the time he was discharged.

Article 4. No member of the United Mine Workers of America shall be denied employment except for sufficient cause, other than personal prejudice or activity in matters affecting the United Mine Workers of America, and when an applicant for work is denied employment, and it is claimed by him an injustice has been done said applicant, investigation shall be conducted by the tribunals and in the manner set forth in Section 1 for the adjustment of grievances, and shall be taken up promptly. If it is proven an injustice has been done, the
mine management shall give employment to said applicant and pay him compensation for time lost, not to exceed seven days. The reasons assigned for not employing said applicant shall be set forth during the investigation. It is understood and agreed that the taking up and investigation of discharge or applicant cases will take precedence over all other cases except shutdowns, and no list shall be kept for the purpose of regulating the employment of applicants in violation of this contract.

Article 5. It is provided, however, the above provisions of this section shall not apply to a man that is a menace to the safety of the lives of himself or other employees in such strip mine. Neither shall it apply to an applicant who is incompetent to perform such labor or to men who continue to neglect their work, or for any other justifiable cause, for such refusal of employment, and no one shall be considered as coming under the the provisions of above paragraph who when making application for work is at the time employed elsewhere or has an application for work pending at another mine.

Article 6. It is understood and agreed that the company shall select its day and monthly men, based upon their qualifica-
tions and fitness for the work to be performed. Provided, however, any applicant claiming he has been discriminated against shall have the right of appeal as provided for in Article 4 of this section, and a hearing and final disposition of said appeal shall be made in conformity with Articles 4 and 5 of this section.

**SUSPENSION OF MINING.**

**Section III.**

Article 1. In case of either local or general suspension of mining, either at the expiration of this contract or otherwise, the engineers and pumpmen shall not suspend work, but shall, when mining is suspended, operate pumps and keep up steam at the company's strip mine. But it is understood and agreed that the operator will not ask the engineer to hoist any coal produced by non-union labor for sale in the market. The scale of wages for engineers and pumpmen shall be subject to any subsequent settlement. The operator, at his option, to retain only such engineers and pumpmen as are required, but with the understanding that all of the engineers and pumpmen employed at the time of the suspension shall be entitled to an equal division of the work.
PENALTIES FOR VIOLATION OF AGREEMENT.

Section IV.

Article 1. No strike or stoppage of work shall occur at any strip mine until the question in dispute shall have been considered and finally disposed of by the Joint Board provided for in this contract.

Article 2. Should any officer, or officers, of the United Mine Workers of America, or any member or members thereof, employed at any strip mine cause the mine or part of the mine to shut down in violation of this rule, each member of the United Mine Workers of America employed at said mine except those who continue at work shall have deducted from his earnings the sum of One Dollar ($1.00) per day for each day or part of a day they remain idle, except boys, who shall be fined Fifty cents (50c) per boy per day.

Article 3. 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 One Dollar ($1.00) per employe for each day or part of a day the mine is thus thrown idle, except for
each boy employed, the fine shall be Fifty cents (50c) per day.

Article 4. All money assessed against the employes under this rule shall be collected from the pay for the half month in which the violation of the rule occurs, or from the first money due thereafter. All moneys assessed against the operator for violation of this rule shall be turned over to the District Treasurer of the United Mine Workers of America in the District in which the violation occurs, and all moneys assessed against the miners shall be turned over to the Treasurer of the Southwestern Interstate Coal Operators' Association.

All fines provided for in all agreements shall be automatically collected, and any operator failing to collect and forward to proper parties such fines, shall pay a penalty of $2.00 for each employe 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 miners and operators.

After the resumption of work in case of any strike or lockout, if either party claims the fine has been unjustly assessed, there shall be an immediate hearing and a thorough investigation made of such case in accordance with Section 1 of this agreement.
and in the event it is found the penalty was unjustly assessed, it shall be refunded.

Article 5. There shall be no demands made locally by either operators or employes which are in conflict with this agreement, and there shall be no provisions imposed violating the same.

Article 6. Not more than five days' fine can be assessed by either party for any one shut-down in violation of this agreement, and no grievance at the strip mine affected shall be considered while the strip mine is shut down in violation of this contract.

If any strip mine is shut down in violation of this contract, the District Organization, or the Southwestern Interstate Coal Operators' Association, as the case may be, shall insist that the necessary steps be taken promptly to put the strip mine or strip mines in operation and compel all parties at interest to submit their grievance for adjustment in the manner set forth in Section 1 of this agreement.

CHECK OFF.

Section V.

Article 1. The operator will recognize the strip mine committee in the discharge of their duties as provided for in this agreement, and agree to check off all dues, as-
sessments, fines and initiations from all strip mine laborers. In order to protect the companies, the U. M. W. of A. agree, when the companies so demand, to furnish a collective and continuous order authorizing the company to make such deductions. The companies agree to furnish the strip miners' local representatives a monthly statement showing separately the amount of dues, assessments, fines and initiations collected. In case any fine is imposed, the propriety of which is questioned, the amount of such fine shall be held by the operator until the case is taken up and a decision is reached.

Article 2. All deductions for dues, assessments, initiations and fines, shall be made through the company office upon statement made by a duly authorized representative of the local union, and not to exceed one-half of the regular initiation fee shall be collected in any one pay.

PROVISIONS FOR INJURED.

Section VI.

Article 1. The operator shall keep sufficient oil, bandages, etc., at each strip mine and provide a suitable conveyance to properly convey the injured persons to their home after an accident.
DEATHS AND FUNERALS.

Section VII.

Article 1. In the event of an instantaneous death by accident in the strip mine, employees shall have the privilege of discontinuing work for the remainder of that day only. Work, at the option of the operator, shall be resumed the day following and continue thereafter. In case the operator elects to operate the strip mines on the day of the funeral of the deceased as above, or where death has resulted from an accident in the strip mine, individual employees may, at their option, absent themselves from work for the purpose of attending such funeral, but not otherwise, and whether attending such funeral or not, each member of the U. M. W. of A. employed at the strip mine at which the deceased member was employed, shall contribute fifty cents (50c) and the operator twenty-five dollars ($25.00) for the benefit of the family of the deceased or his legal representatives, to be collected through the office of the company. In the event that the strip mines are thrown idle on account of the employees' failure to report for work in the time intervening between the time of the accident and the funeral, or on the day of the funeral, then the company shall not be called upon for the payment of
the twenty-five dollars ($25.00) above referred to.

Article 2. Except in cases of fatal accidents, as above, the strip mine shall in no case be thrown idle because of any death or funeral, but in the case of the death of any employe of the company or member of his family, any individual strip mine laborer may, at his option, absent himself from work for the purpose of attending such funeral, but not otherwise.

CLASSES OF WORK.

Section VIII.

Article 1. The erection of head frames, buildings, scales, machinery and railroad switches, necessary for the completion of a plant to hoist coal, all being in the nature of construction work, are to be excluded from the jurisdiction of the U. M. W. of A. Extensive repairs to and the rebuilding of the same class of work shall also be included in the same, with the understanding that the men employed to do such work shall be paid the union scale of wages in this district, for the labor they perform.

DUTIES OF STRIP MINE COMMITTEES.

Section IX.

Article 1. The strip mine committee, in the discharge of its duties, shall under no
circumstances go around the strip mine for any cause whatever unless called upon by the strip mine foreman or by a strip mine laborer who may have a grievance that he cannot settle with the foreman. Any strip mine committeeman who shall attempt to execute any local rule or proceeding in conflict with any provision of this contract, or any other made in pursuance hereof, shall be forthwith deposed as committeeman. The foregoing shall not be construed to prohibit the strip mine committee from looking after the matter of membership, dues and initiations in any proper manner.

Article 2. Members of the strip mine committee employed at such classes of labor that by leaving would seem likely to impede or stop the operation of the strip mine, shall before leaving their places, have permission of the strip mine foreman to do so.

GENERAL PROVISIONS.

Section X.

Article 1. Company men shall perform whatever labor the foreman may direct. No employe will be sent home unjustly and another man asked to do his work; provided, if an employe's regular work is not sufficient to complete his shift, the company may provide other work for the remainder of the day.
Article 2. If any employe is taken from his regular work temporarily and put to another class of labor, there shall be no reduction in his wages; provided, further, if the class of labor to which he is transferred carries with it a higher scale of wages he shall be paid the higher rate during during the time he was employed at such work.

Article 3. If any laborer absents himself from work for over three days without justifiable cause, the company shall have the right to fill such vacancy, and any employe knowing that he will not be at his work the following day should notify the company.

Article 4. There shall be no discrimination against any day laborer insofar as the extra work shall be as nearly as possible equally distributed, provided the parties are competent of doing the work.

Article 5. Any employe wishing to leave the service of an operator shall, upon giving the foreman one day’s notice of his intention to do so, receive all money due him within twenty-four hours after he has left the service of an operator; provided, that not more than 20 per cent of the employes shall avail themselves of said right in any one week.

Article 6. It is understood that the coal loading crew may load coal when there is
such work to be done, and the shovel men may work when there is stripping to be done.

Article 7. When the company knows there is no work for the employes, they will blow one long whistle in the evening, or one hour and a half before starting time in the morning, which shall indicate there is no work, or else notify the men by telephone. The different places where the men may be notified by telephone to be agreed on by the superintendent of the company and the employes.

Article 8. When the company blows the whistle in the morning, indicating the strip mine will work, or when they notify them in any other manner the strip mine will work, all employes who report for work in such cases shall be furnished two hours' work whether the strip mine works or not, or be paid for the same. This shall not apply to any men who refuse to work; neither shall it apply in case of a break-down, where such break-down occurs after the men have been notified in the usual manner that the strip mine will work, and the two hours' work provided in such cases shall not be considered as extra work.

Article 9. That the color line shall not be a bar to employment.
Article 10. That the price of nut coal for household purposes to employes, when bought by the head of the family, shall be $2.34 per ton at the strip mine for the entire year; except where the strip mine is not making nut coal, mine run coal shall be furnished at the same price.

Article 11. That the semi-monthly pay day shall fall on the second and fourth Saturdays of each month, and a full and complete itemized statement shall be issued to all employes not later than two days before each pay-day.

Article 12. The following are legal holidays under this contract:
January 1st—New Year's Day.
February 22nd—Washington's Birthday.
April 1st.—Eight-hour day.
May 30th—Memorial Day.
July 4th.—Independence Day.
First Monday in September—Labor Day.
Thanksgiving Day and December 25th—Christmas Day.

Article 13. All steam shovels used for excavating dirt shall be closed in front during the cold weather period and a suitable stove placed on such shovels.

Article 14. No reduction shall be made in the scale of wages paid any employe during the life of this contract, that was paid
during the 1917-1920 contract, while the employee is performing the same class of labor.

Article 15. That the wages of blacksmiths shall be increased $1.00 per day above the 1917-1920 contract.

Article 16. All disputes arising under this agreement shall be taken up for adjustment as provided for in Section 1 of this contract.

Article 17. It is hereby agreed that the rate of wages to be paid for all over-time in and around the strip mines shall be time and one-half for all labor where no provision is made as to what shall be paid for over-time. This shall also apply when over-time is worked on Sundays and legal holidays.

Article 18. It is understood that the operators shall not be compelled to employ any one to work over time unless they deem it necessary to have such labor performed.

Article 19. It is also understood and agreed that no new conditions shall be imposed by the U. M. W. of A. on the strip mine operators in violation of the contract that will increase the cost of production to the operators.
Article 20. What is meant by over-time, is when one works more hours than his regular day's work as provided by contract.

Article 21. The employes shall not be prevented from working on Sundays and legal holidays at the regular scale rate the same as they receive on days the mine works provided no one shall shoot or load coal except in emergency cases for use at the strip mines.

Article 22. It is further agreed that the ground men around the excavating machine shall be permitted to work not less than 9 hours when the shovel is in operation, with the further understanding that the entire shovel crew shall be permitted to work 9 hours on pay-day. This also to include the ground men around the machine.

Article 23. It is agreed that the operators will furnish a house, same to have a stove in it, which is to be used by the employes for eating their dinner.

**SCALE OF WAGES, GENERAL.**

**Section XI.**

Article 1. The following scale of wages and conditions of employment as agreed, based on an eight-hour day exclusive of noon-time:
Engineer: electric, gas or steam, pulling coal from strip mine to tipple or tipple engineer $6.15
Tail rope engineer; electric, gas or steam, pulling coal out of strip mine 6.00
Coal shovelers 6.00
Drivers 6.00
14 cents extra for each additional mule or horse.
Coal shooters 6.30
Drillers, or coal shooters' helpers 5.75
Track layers 6.00
Track layers' helpers 5.75
Ditchers in strip mine 6.00
Ground men around excavating machine 5.80
Ground men around coal loading machine 6.00
Trip riders 5.75
Flat trimmers and dumpers at tipple 5.36
Blacksmiths, when doing construction work 6.51
Blacksmiths, when doing repair work 6.29
Stationary firemen 5.36
Pumpers 6.00
Sledgers 6.00
Couplers or hookers 5.65
Water carrier, when done by boy 4.23
Greasing, when done by boy 4.23
Driller on bank machine, using steam air, electricity or gas 6.00
Cagers on top at tipple .......................... 5.65
Coalers, putting coal on steam shovel .......................... 6.00
Cagers in pit ........................................ 6.00
Teamster, when not pulling coal and working outside of pit ........................................ 5.36
Drivers, hauling coal and shoveling into cars ........................................ 6.00
Team and teamsters ........................................ 7.05
Tram drivers, furnishing team ........................................ 7.48
Drivers, hauling coal, furnishing team, and shoveling into car ........................................ 7.48
All other common labor in pit, not mentioned ........................................ 6.00
All other common labor, outside of strip mine ........................................ 5.36

Article 2. Where carpenters, boilermakers or machinists are employed, their rate of wages will not be less than the union scale of wages in this district for those classes of labor.

SCALE OF WAGES, STEAM SHOVEL.

Section XII.

Article 1. Scale of wages for steam shovel engineers, firemen and cranemen at strip mines, based on a nine-hour work day, exclusive of noon-time, Sundays and legal holidays.

Engineers, per month .................................... $239.58
Cranemen, per month .................................... 181.83
Firemen, per month .................................... 160.84
Article 2. When working over-time, the first hour shall be paid straight time, and time and one-half for all over-time after the first hour, whether using steam or not. Double time for Sundays and legal holidays, when using steam, and straight time for Sundays and legal holidays when not using steam, and double time for all over nine hours on Sundays and legal holidays, when not using steam.

Article 3. Oiler on steam shovel, $145.08 per month, based on an eight hour day, exclusive of noon-time, Sundays and legal holidays. Time and one-half for all over-time, whether using steam or not. Straight time on Sundays and legal holidays, when not using steam, and double time for Sundays and legal holidays when using steam.

Article 4. Scale of wages for night men at steam shovel plant, $175.25 per month, nine hours to constitute a day's work, to be paid in proportion for all over-time, same custom regarding the night men's duties in the district to continue that prevailed during the 1917-1920 contract.

SCALE OF WAGES, COAL LOADING MACHINES.

Section XIII.

Article 1. Scale of wages for engineers and firemen on coal loading machines, ex-
clusive of noon-time, Sundays and legal holidays:
Engineers, per month---------------$239.58
Firemen, when needed, per month--- 155.58

Article 2. Straight time for the first hour over time, and time and one-half for all over time after first hour, whether using steam or not. Double time for Sundays and legal holidays, when using steam, and straight time when not using steam.

Article 3. The above wages to be based on a nine-hour day, it being understood that only eight hours per day loading coal and one hour for keeping up machinery.

Article 4. It is understood in this agreement that there shall be no reduction in the working force, and the men now employed will be retained.

SCALE OF WAGES, COAL LIFTING MACHINES.

Section XIV.

Article 1. Scale of wages for engineers on derrick, lifting coal out of strip mine, shall be $7.46 per day, based on an eight-hour day, exclusive of noon-time. Straight time for first hour over-time, and time and one-half for any over-time after the first hour.
Article 2. Scale of wages for engineers operating locomotive crane or drag line, hoisting coal out of the strip mine, shall be $181.83 per month, based on a nine-hour day, exclusive of noon-time, Sundays and legal holidays, with the understanding that they are to hoist coal only eight hours, the other hour to be put in at whatever work is necessary, in and around their machinery.

EXPIRATION OF CONTRACT.

Section XV.

Article 1. This contract shall continue in full force and effect beginning April 1, 1920, and expire March 31, 1922.

OBLIGATIONS.

Section XVI.

Article 1. All the provisions and terms of this contract are hereby mutually agreed to by and between all the strip mine operators, members of the Southwestern Interstate Coal Operators' Association, and all the strip mine laborers of District 14, and signed by the representatives of the parties hereto, who have been duly authorized to execute the same on behalf of the strip mine operators of the Southwestern Interstate Coal Operators' Association and on behalf of the strip mine laborers of District 14 of the U. M. W. of A. respectively.

26
Article 2. That the fulfillment of this agreement entered into shall be guaranteed by the international union, and the fulfillment of joint agreements entered into in any district shall also be guaranteed by the officers of the international organization, as well as by the officers of the district, and it shall be their duty to see that all such agreements are carried out both in the letter and in the spirit.

Article 3. The next joint wage conference shall meet in Kansas City, Missouri, not later than March 1st, 1922.

In behalf of the strip mine operators for the Southwestern Interstate Coal Operators Association:

F. W. LUKINS,
President S. I. C. O. Ass'n.

W. P. HAWKINS,
By W. L. A. J.
Vice-Pres't for Kansas.

C. M. FISH, (By G. M.)
Secretary.

In behalf of the United Mine Workers of America:

ALEXANDER HOWAT,
President District 14,
By Aug. Dorchy.

THOMAS HARVEY,
Secretary District 14,
By Aug. Dorchy.