

8/20/25.

A statement dated August 14, 1925 reads as follows:

"This is to certify that on the above date I examined the vision of Sevie Junior and find the vision in right eye to be 20/30 -3. Left eye 20/30."

Signed -
J. Frank McNaught, M.D.

A further statement reads:

July 14, 1925.

"Today I have examined Sevie Junior for his vision and find the following: right eye 20/20 -2 and left eye 20/30. He is able to work.

Signed -
C. M. Gibson, M.D."

It is contended by the miners that the last certificate shows that Sevie Junior's vision is within 15% of normal, and that Junior would dig as much coal as any man in the mine. The Commission is not qualified to pass upon the exact percent of normality of his vision, but the Commission is satisfied that his vision is impaired to the extent of raising the question of his safety to himself and others employed in the mine. The Commission conceives that a man may be physically able to work, and that he might be able to load coal with average efficiency, but if his vision was impaired the possible danger of an accident going to and from his work along the haulage way where electric locomotives are used a man with impaired vision would become a menace to himself and to others employed at the mine, and the possibility of an accident greatly enhanced. A like danger would occur in the matter of preparing cartridges, handling his powder and tamping his shots.

In view of this situation the language of part of Paragraph 6, Section 4, Interstate Agreement, seems to apply and reads in part as follows:

"It is provided, however, that the above provisions of this Section shall not apply to a man who is a menace to the safety of the lives of himself and other employees in such mine."

The Commission therefore holds that the claim of the miners in this case is denied.

Respectfully submitted,

s/s

W. L. A. Johnson

John P. White

Interstate Joint Commission.

Kansas City, Missouri,

August 20, 1925.

Decision #244-District #14.

Mr. Matt L. Walters, Pres.,
Dist. #14, U. M. W. of A.,
Pittsburg, Kansas.

Mr. Bernard Harrigan, Commr.,
Dist. #14, S. I. C. O. Assn.,
Pittsburg, Kansas.

Sevie Junior, miner, at the
Western Coal & Mng. Co.,
Mine #15, demands reinstatement to his former employment. Company refuses to comply, alleging defective eye sight.

Gentlemen:

In Kansas Joint Board Case #1570, wherein Sevie Junior, a miner, is demanding of the Western Coal & Mng. Co., Mine #15, reinstatement to his former employment, and company refuses to comply on account of alleged defective eye sight. Miners contending that Junior has recovered his eyesight.

The Interstate Joint Commission finds in reviewing the Joint Statement and evidence that in December, 1924, Junior claimed that he had injured his right eye, and had lost 50% of his vision, for which injury he was paid \$440.00 as compensation, and he returned to work. On April 7th, 1925 he claimed another injury to his left eye, and alleged that he had lost 90% of the vision of the left eye, and for which he was paid compensation amounting to \$900.00. It will thus be seen that in four months he was paid \$1340.00 for injuries in both eyes.

An examination by Dr. J. Frank McNaught, of Girard, Kansas, reads as follows:

"Sevie Junior, Age 32, Arma, Kansas, Coal Miner, Mine #15.

Date of First treatment, Dec. 5, 1924, at 10 A.M. at my
office.

Ulcer on cornea of right eye over pupil area.

Vision in eye 10/100 this A. M."

Signed -

Dr. J. Frank McNaught
Girard, Kansas.

A later examination by Dr. J. Frank McNaught, dated April 13th, 1925, reads as follows:

"Sevie Junior,

Vision in eye is permanently impaired. Vision at
this time being 10/100."

Signed -

J. Frank McNaught.