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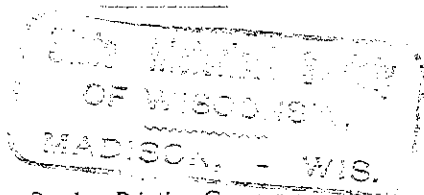
# COMPILATION OF GRIEVANCES AND ACTION THEREON,

As decided by the

## BOARD OF CONCILIATION.

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From its First Meeting, at Pottsville, Pa., July 9, 1903, to and  
Including the Meeting at Wilkes-Barre, Pa., Sept-  
ember 29-30, 1903.



Sanders Printing Company,  
Scranton, Pa.

# CONCILIATION BOARD.

## OPERATORS.

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 S. D. WARRINER, Wilkes-Barre, Pa.  
 R. C. LUTHER, Pottsville, Pa.

## MINERS.

T. D. NICHOLLS, Secretary, Scranton, Pa.  
 W. H. DETTREY, Hazelton, Pa.  
 JOHN FAHY, Shamokin, Pa.

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COMPILATION OF GRIEVANCES AND ACTION THERE-  
 ON AS DECIDED BY THE BOARD OF CONCILIATION  
 FROM ITS FIRST MEETING AT POTTSVILLE, PA.,  
 JULY 7, 1903, TO THE MEETING AT WILKES-  
 BARRE, PA., SEPTEMBER 29-30, 1903.

GRIEVANCE NO. 2.

To the Board of Conciliation :

The undersigned committee, representing the employes of Coxo Brothers & Company, respectfully represent :

*First:* That previous to April 1st, 1903, they paid \$1.50 per load for pea coal and other sizes in proportion.

*Second:* That since April 1st, 1903, they have been charged \$3.25 for pea coal with a corresponding increase in the price of other sizes.

*Third:* That the action of said company in raising price of coal to their employes is in violation of Section III of the Award of the Anthracite Coal Strike Commission, reading as follows: "The Commission adjudges and awards: That during the life of this award the present methods of payment for coal mined shall be adhered to, unless changed by mutual agreement."

*Fourth:* That they have been unable to obtain adjustment of the above grievance by any of the means set forth in Rule I of the Rules of the Conciliation Board.

They, therefore, pray your Honorable Board to direct the said Coxo Brothers & Company to restore the rates charged for coal to those formerly existing as set forth in Section I of this petition.

Respectfully submitted.  
 BARTHOL KANCHNIK. }  
 JOHN WITKOSKI. } Committee.

ACTION.

POTTSVILLE, PA., July 9, 1903.

"Moved, that we non-concur in the application of the Petitioners."

## GRIEVANCE NO. 4.

To the Board of Conciliation :

The contract miners of the Tomhicken, Derringer and Gowen Collieries of Coxe Brothers & Company, Incorporated, respectfully submit the following for your consideration :

*First:* That on April fourth, 1903, the following communication, signed by one hundred and forty-one out of one hundred and forty-seven contract miners employed in the above named collieries, was sent to Mr. J. H. Rohland, Superintendent of the Preparation Department of Coxe Brothers & Company.

NUREMBURG, PA., April 4th, 1903.

Mr. JOHN ROHLAND,  
Supt. of Preparation Department.  
Coxe Bros. & Co., Incor.,  
Drifton, Pa.

Dear Sir: Pursuant to the award of the Commission, and in accordance with a majority vote of the undersigned miners of Tomhicken, Derringer and Gowen Collieries.

The Commission adjudges and awards: "That, whenever requested by a majority of the contract miners of any colliery, check weighmen or docking bosses, or both, shall be employed. The wages of said check weighmen and check docking bosses shall be fixed, collected, and paid by the miners in such a manner as the said miners shall, by a majority vote, elect; and when requested by a majority of said miners, the operators shall pay the wages fixed for check weighmen and check docking bosses, out of deductions made proportionately from the earnings of said miners on such a basis as the majority of said miners shall determine."

We request a full compliance with the above award. The wages fixed shall be, 1 per cent. on the net earnings of all contract miners, same to be deducted and paid to said check docking boss, semi-monthly or on the regular pay day. Same to take effect beginning April 16th, 1903.

*Second:* That the said miners chose a competent man to act for them as check docking boss at the aforesaid collieries and notified Coxe Brothers & Company of such action; that in response to the above request for compliance with the award of the Commission, Mr. John Rohland called to see our committee and intormed said committee that "the man chosen by the miners as their check docking boss would not be allowed on the breaker as he was objectionable to the company, and that they did not believe the Commission intended to allow an objectionable man on the Company's property, but that if the Board of Conciliation decided the miners were right in this case

they (Coxe Brothers & Co.) would allow our man to take his place" and also informed our committee that if the miners held another meeting and elected a check docking boss the company would allow him to assume his duties.

*Third:* That the miners of the said collieries did meet a second time on April 20th, 1903, and again elect a check docking boss; that Mr. Rohland again refused to permit our choice for the position to assume his position but informed our committee that the miners could have their (Coxe Brothers & Co.) docking boss.

In consideration of the above your petitioners, the aforesaid contract miners of Tomhicken, Derringer and Gowen respectfully request that your Honorable Board direct the said Coxe Brothers & Co, Incorporated, to permit our check docking boss to assume the duties of his position at the aforesaid collieries as provided for by the award of the Anthracite Coal Strike Commission.

Respectfully submitted,

CHAS. WEAVER.  
JOE ARNOOSKY.

## ACTION.

POTTSVILLE, PA., July 9, 1903.

"Whereas, there has arisen a question as to the proper interpretation of Section Five of the "Commission's Awards, on Check-Weighmen and Check-Docking bosses"; it is therefore,

"~~Resolved~~, by the Board of Conciliation, that when a majority of the contract miners at a colliery petition their employer for a check-docking boss, and elect such person, such person shall be accepted by the employer as the check-docking boss of the contract miners, and that the wages of such person so elected by the majority of the miners shall be paid by the miners requesting such appointment.

"If it be desired that the employer deduct from the earnings of the men the wages of such person, the employer will make the deduction from the earnings of such miners as make a legal assignment. Upon request from the miners the employer will furnish a satisfactory form of assignment properly protecting employer and employe."

## GRIEVANCE NO. 15.

To the Board of Conciliation :

Your petitioners, the undersigned, respectfully represent :

*First:* That they are employed by G. B. Markle & Company

as drivers, company men, coal loaders and inside men; that they are compelled to start work at seven A. M. and continue until five P. M. without cessation during the dinner hour.

*Second:* That the drivers of the aforesaid company are compelled to be at the stable to harness and prepare the mules for work and be at their places of work at seven A. M.; that the foregoing necessitates the drivers working 11 ½ hours with only nine hours pay for same.

*Third:* That your petitioners believe that the above is in violation of the Award of the Anthracite Coal Strike Commission reading as follows:

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

*Fourth:* That on April 2, 1903, your petitioners addressed the following communication to G. B. Markle & Company for the purpose of obtaining the benefits of the above quoted award of the Commission.

---

HEADQUARTERS OF DISTRICT No. 7,  
UNITED MINE WORKERS OF AMERICA.  
HAZLETON, PA., April 2, 1903.

Dear Sir: We, a committee representing the employes of G. B. Markle & Company Collieries, present the following grievances for your consideration and adjustment.

We request that all transportation employes, and mine drivers to be paid from the time they enter the barn or mine to harness the mules preparatory for work, and if said employes or drivers work the noon hour they are to be paid for it, or it must be counted a part of the nine hours at the end of the day, as all time necessarily spent in going to the barn or stable, and in the unharnessing or cleaning of

mules after the nine hours work, they are to be paid for at the same rate per hour as awarded by the Strike Commission.

COMMITTEE.

*Fifth:* That in reply to the foregoing the following letter was received from G. B. Markle & Company:

JEDDO, PA., April 3, 1903.

To the Committee:

We desire to state it will be our endeavor to maintain relations of entire harmony with our employes and that it is our intention to abide in all respects by the award of the Anthracite Coal Strike Commission.

Quoting from the award. “They, (the Commission), are fully aware that in so complex and involved a condition as that by which they are confronted, it would be rash to imagine that they have been able to get an adequate view and thorough understanding of the problem, or that they have succeeded in so formulating their conclusions as to make misunderstanding or misinterpretation impossible.

All through their investigation and deliberations the conviction has grown upon them that if they could evoke and confirm a more genuine spirit of good will—a more conciliatory disposition in the operators and their employes in their relations toward one another—they would do a better and more lasting work than any which mere rulings, however wise or just, may accomplish. Fairness, forbearance, and good will are the perquisites of peace and harmonious co-operation in all the social and economic relations of men.”

That various interpretations can be put upon the award is evident from the actions of our drivers who on April 1st, at each of our four operations, adopted a different method of procedure as their interpretations of the findings of the Commission.

In view of this and other portions of the award requiring interpretation and possible reference to the Board of Conciliation provided for by the Commission we suggest that until final solutions of the various questions, the interpretations of which are in doubt, that all our employes continue at work as heretofore under the instructions of our bosses except in the case of firemen and in the case of pumpmen and engineers where the shift has been continuously manned, as specifically provided for in the award of the Commission. Whatever we may agree upon as overtime in any occupation, or in case we can-

not agree, whatever the Board of Conciliation may determine to be overtime, we will cheerfully pay from April 1st, 1903.

We would be glad to have you take this suggestion under advisement and give us an early answer.

Yours truly,  
G. B. MARKLE & Co.,  
By Sidney Williams,  
General Superintendent.

To which your petitioners replied in the following communications:

JEDDO, PA.

MR. SIDNEY WILLIAMS,

Gen. Supt., G. B. Markle & Co., Jeddo, Pa.

Dear Sir: Yours in answer to committee of drivers considered and we can only say in reply, that we appreciate the kind and sensible spirit of fairness shown in the tenor of your letter, but we believe the award of the Commission to be so plain and explicit, relative to all time worked over, or in excess of nine hours at the end of one day, that it shall be paid for a proportionate rate per hour, and we cannot consistently, see our way clear to allow that to be made an issue for the Board of Conciliation, but as you state your cheerful willingness to pay all time worked from April 1st, 1903, if the Board of Conciliation provided for by the Commission agrees we are right with the exception of the above.

Now, we like your bid for more harmonious relations, as the tenor of your letter would indicate, and we believe if we are both sincere this can, and we trust will be accomplished, but we reiterate in justice to both parties, our right to be paid for the noon hour if worked.

Trusting you can, and will pay, that which the Commission has made clear, without taking it to the Board of Conciliation, but the time spent in the stables harnessing the mules preparatory for work, and unharnessing mules will be made an issue. This only concerns drivers and transportation employes.

Yours truly,  
COMMITTEE.

HEADQUARTERS OF DISTRICT No. 7,  
UNITED MINE WORKERS OF AMERICA.  
HAZLETON, PA., April 9, 1903.

MR. SIDNEY WILLIAMS,

Gen. Supt., G. B. Markle & Co., Jeddo, Pa.

Dear Sir: After considering your proposition in all its phases and your additional promises and instruction to committee that all drivers keep a record of time they enter the slope in the morning,

and the time they are free from duty at the stable in the evening, and if noon hour is worked, it to be included. That if the Board of Conciliation decides we are right, your company would pay us for all of the above time from April 1st, 1903.

We have decided to continue work as heretofore with the exception of the one hour given us by the Commission, and provided all time worked in excess of nine hours after 5 o'clock at regular work be paid for at a proportionate rate per hour.

Yours truly,  
COMMITTEE.

To which last proposition Mr. Williams gave assent.

Therefore we request your Honorable Board to take such action as will give us the benefit of the Award of the Commission quoted above.

Respectfully submitted,

JAMES GALLAGHER,  
CONRAD KNOTH,  
CLINTON BITNER,  
JAMES BRENNAN,  
JOHN J. GILLESPIE,  
PAT TIMANY,  
JAMES WARD,  
JOHN MCHUGH. } Committee.

ACTION.

POTTSVILLE, PA., July 9, 1903.

"Whereas, there has arisen a contention between some of the operators and employes regarding the duties of drivers.

Be it Resolved: That it is the decision of the Board of Conciliation upon the interpretation of the award of the Anthracite Strike Commission, that the duties of drivers relative to the preparation of the mules for the day's work, and for the care of the mules after the day's work, shall remain the same as prior to April 1st, 1902.

If drivers shall work a full shift continuously and in addition thereto shall work during the noon hour, they shall receive additional compensation therefor."

## GRIEVANCE NO. 16.

To the Board of Conciliation ;

The undersigned respectfully represents :

*First:* That up to June 26th, 1903, he was employed as a driver at the Number Four, Gowen Slope of Coxe Brothers & Company, Incorporated.

*Second:* That he had been compelled to work ten, fifteen and twenty minutes overtime during the evening for which he received no extra compensation ; that he requested Mine Boss Houser in charge of said mine to pay him for all time worked after five P. M. ; that said Mine Boss Houser replied the company did not pay for ten or twenty minutes overtime.

*Third:* That on June 26th, 1903, your petitioner quit work at ten minutes after five P. M. and when he reported for work on June 27th, 1903 he was discharged for an indefinite period ; that your petitioner was not able to offer any explanation to said Mine Boss Houser owing to his inability to speak the English language ; that he reported the matter to his Local Union which met the night of June 27th.

*Fourth:* That at said meeting a committee was appointed to bring the matter to the attention of General Mine Foreman Daniel Sacks ; that said General Mine Foreman Daniel Sacks informed said committee that Mine Boss Houser had no right to discharge your petitioner and that all men working at said colliery were to be paid for all overtime worked each day and also said he would take the matter up with Superintendent Kudlick ; that on June 29th, the committee was informed your petitioner was discharged from the employ of said Coxe Brothers & Company.

*Fifth:* That your petitioner had exhausted all the methods for obtaining relief as set forth in the first rule of the rules adopted by the Conciliation Board ; that said methods have obtained for him no relief of conditions set forth above.

Your petitioner therefore requests your Honorable Board to take such action as will secure his reinstatement in his former position, or one equally as good, and pay for all overtime worked.

Respectfully submitted,  
SAM SEMINISIN.

WM. RIMBACK,  
PETER KALAHAN, } Committee.  
ED. ZIMMERMAN. }

ACTION.

POTTSVILLE, PA., July 9, 1903.

Mr. Dettrey reported this grievance (No. 16) as settled.

## GRIEVANCE NO. 18.

To the Board of Conciliation :

Your petitioner the undersigned respectfully represents :

*First:* That up to June 22nd, 1903, he was employed at the Derringer Colliery of Coxe Brothers & Company, Incorporated ; that during the week of June 8th, 1903, he was absent from work with the permission of his foreman, attending a convention of a society of which he is a member ; that he arrived home from said convention on the night of June 13th ; that on the morning of Sunday, June 14th, 1903, he was informed that he had been elected a delegate to the Miners' Convention to be held in Scranton on June the 15th, and was also subpoenaed to attend Court in Wikes-Barre during the same week as a witness in the case of the Commonwealth vs. Harry Bruches et al.

*Second:* That he consulted with President Dettrey, of the United Mine Workers of America, of his district, with reference to the above matters, and was told he would have time to attend both Court and the Miners' Convention ; that upon Mr. Dettrey's advice he notified his foreman of his proposed absence from work, and that said foreman was also notified of your petitioner's inability to be at work three times during said week by the partner of your petitioner, which had been acknowledged by said foreman.

*Third:* That on Saturday, June 20th, 1903, he was detained in Court to such an extent that he was unable to report for work until June 22nd, when he was discharged by Mine Boss Houser.

*Fourth:* That upon the advice of President William Dettrey he called upon General Mine Foreman Daniel Sacks, and, receiving no satisfactory explanation of why he was discharged, upon the further advice of Mr. Dettrey called upon Superintendent Kudlick on June 23rd ; that Superintendent informed him that he would look into the matter, and that your petitioner should report at the Derringer office on June 25th, and receive his answer.

*Fifth:* That in accordance with the above, on the aforesaid date I called at said office and was told by Mine Foreman Sacks to wait until the colliery had finished, and then, locking the door of the office began to read a letter to me about the actions of one Charles Weaver Vice-President of the Local Union of the United Mine Workers of America at Nuremburg ; that your petitioner told Mr. Sacks that that was of no benefit to him and asked for Superintendent Kudlick's answer and was told to come again on June 26th, which he did not get no satisfactory answer.

*Sixth:* That on June 26th, your petitioner sent a letter to President Dettrey stating the facts of the case and asking what course to

pursue, replying to which Mr. Dettrey advised him to have the Local Union send a committee to Foreman Sacks for a definite answer which was done; that Mr. Sacks again replied he would write Mr. Kudlick and up to the present time has failed to give an answer to your petitioner or the committee of the Local Union.

*Seventh:* That your petitioner believes he is being discriminated against on account of being a prominent witness for the defense in the case of the Commonwealth vs. Harry Bruches et al. in which said Coxe Brothers & Company was interested and also on account of his being Vice President of the Local Union of the United Mine Workers of America, and requests your Honorable Board to take such action as will restore him to the position from which he was wrongfully discharged.

Respectfully submitted,  
 JOS. ARNOSKI.  
 WM. GENHEART, }  
 JOHN WITKOSKI, } Committee.  
 STEV CARTIS. }

#### ACTION.

POTTSVILLE, PA., July 9, 1903.

Mr. Dettrey reported this grievance (No. 18: Discharge of Joe Arnoski) as settled.

#### GRIEVANCE NO. 1.

To the Board of Conciliation:

The undersigned committee representing the employes of the Hazle Brook Colliery of J. S. Wentz & Company, respectfully represent:

That previous to the strike of 1902 they were charged \$2.25 monthly for coal, and fifty cents for hauling of same; that since that time they have been charged \$3.25 monthly for coal and sixty-five cents for hauling.

That your petitioners believe the above is not in accordance with the third award of the Anthracite Coal Strike Commission reading as follows: "The Commission adjudges and awards: That during the

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

Your petitioners therefore request your Honorable Board direct the said J. S. Wentz & Company to return to their former system of charges for coal and hauling in accordance with the above quoted award.

Respectfully submitted,  
 AUGUST BAKER,  
 WILLIAM CAMPBELL, } Committee.

#### ACTION.

POTTSVILLE, PA., July 23, 1903.

Resolved, that action on this grievance be the same as in the case of grievance number two; i. e. that we non-concur.

#### GRIEVANCE NO. 12.

To the Board of Conciliation:

The undersigned, a fireman lately employed at the Stockton Colliery of Coxe Brothers & Co., Incorporated, respectfully submits the following for your consideration:

For a number of years I have been employed as fireman at said colliery. Previous to the award of the Anthracite Coal Strike Commission I worked twelve hours per day. On April 1st, 1903, I was changed to a ten hour shift. On the same date I requested Mr. John Bell, Foreman of said colliery, to grant me a eight hour day as provided in the following section of said award.

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

Said request was refused by Mr. Bell. On April 2, 1903, I called to see Mr. William Dettrey, President of District No. 7, United Mine Workers of America, and was advised by Mr. Dettrey to remain at work. At my request Mr. Dettrey addressed the following communication to my employers:



HEADQUARTERS OF DISTRICT NO. 7,  
UNITED MINE WORKERS OF AMERICA,  
HAZLETON, PA., April 3, 1903.

MR. JOHN BELL, ESQ.,

Foreman, Stockton Colliery, Stockton, Pa.

Dear Sir: My attention having been called to what appears to be a misunderstanding as to the proper interpretation and application as applied to the award of the Commission, to the fireman at the Stockton Colliery, is not the award of the Commission, and request that same be complied with. "The Commission adjudges and awards, beginning April 1, 1903, all firemen shall have eight hours shifts, with the same wages per day, week or month, as was paid in each position in April 1902."

On April 18, 1903, I was notified by Mr. Thos. Bell, foreman, to report for work on Sunday (April 19th). I asked Mr. Bell how many hours I would have to work on Sunday and he informed me ten hours the same as any other day. I called Mr. Bell's attention to the fact that under the award of the Commission I was entitled to a 8-hour day, notwithstanding which I was compelled to work ten hours per day with no compensation for extra two hours. I also informed Mr. Bell that I would refuse to do this extra work any longer unless I was assured I would be paid for same, whereupon Mr. Bell discharged me. Therefore I would respectfully request that your Honorable Board find that Coxe Brothers & Company erred in discharging me for that to which I was entitled under the award of the Commission, and that they be directed to reinstate me in my former position and grant me the benefit of a eight hour day.

Respectfully submitted,  
THOS. HOLLAND.

ACTION.

POTTSVILLE, PA., July 23, 1903.

The Board of Conciliation find in the Grievance of Thos. Holland against Coxe Brothers & Co., under the award of Anthracite Coal Strike Commission, he is entitled to payment based upon a 8-hour shift while acting in the capacity of fireman at Stockton Colliery, and for such time as he worked in excess of eight hours he is entitled to additional payment at the same rate per hour, to wit: 19.625 cents per hour.

GRIEVANCE NO. 9.

To the Board of Conciliation:

Your petitioners, the undersigned employes of Coxe Brothers & Company, Incorporated, respectfully represent:

*First:* That they are employed as laborers for the contract miners of the aforesaid company; that they believe they are entitled to the ten per cent. increase granted by the Anthracite Coal Strike Commission in Section 1, of the recapitulation of the award of said Commission.

*Second:* That on May 8th, 1903, we submitted to Mr. Daniel Sacks, General Mine Foreman at the Derringer, No. Four and Gowen Colliceries of the aforesaid company, the following communication requesting Coxe Brothers & Company to grant us a ten per cent. increase awarded by the Commission:

NUREMBURG, PA., May 8, 1903.

MR. DANIEL SACKS,

General Mine Foreman, Derringer, No. Four, and Gowen Colliceries,  
Coxe Brothers & Company, Drifton, Pa.

Dear Sir: We, a committee representing the laborers working for the contract miners, request a ten per cent. advance on the wages paid us in April 1902, and in compliance with the award of the Commission.

Respectfully yours,  
Signed by the Committee.

*Third:* That in response to the above request Mr. Daniel Sacks told our committee as a reply "to go look at the award of the Commission"; that the aforesaid Coxe Brothers & Company refused and do still refuse to grant us our request as set forth in the above letter.

We therefore pray your Honorable Board find that it was the intention of the Anthracite Coal Strike Commission to include the class of mine labor represented by your petitioners in the following section of the award of said Commission: "The Commission adjudges and awards: That an increase of ten per cent. over and above the rate paid in the month of April, 1902, be paid to all contract miners for cutting coal, yardage, and other work for which standard rates or allowances existed at that time, from and after November 1, 1902, and during the life of this award; and also to the legal representatives of such contract miners as may have died since November 1, 1902. The amount of increase under the award due for work done between

November 1, 1902, and April 1, 1903, to be paid on or before June 1, 1903."

And we further pray you direct the said Coxe Brothers & Company pay us said increase in accordance with the terms of the above award.

Respectfully submitted,

ALBERT DYUROFCSOK,  
JOS. FILLIN,  
JOHN REVOCK.

ACTION.

POTTSVILLE, PA., July 23, 1903.

In reference to contract miners' laborers :

Taking effect August 1, 1903, it is resolved; by the Board of Conciliation in its interpretation of the award of the Anthracite Coal Strike Commission, that contract miners' laborers are entitled to receive from the miners ten per cent. increase on the wages paid them prior to April 1, 1902, and in addition thereto shall participate in the advance of wages on account of the increase in the price of coal, as provided for in Section 8 of said award of the Commission.

#### GRIEVANCE NO. 6.

To the Board of Conciliation :

The undersigned, firemen employed by the Lehigh Valley Coal Company, respectfully represent :

That during the month of April, 1903, they were employed as firemen at the South Sugarloaf Colliery of the Lehigh Valley Coal Company; that during the said month of April they were compelled to work twelve hours daily.

That the nature of the work performed by them is such as to bring them under the provisions of the Award of the Anthracite Coal Strike Commission reading as follows :

"The Commission adjudges and awards: That firemen shall have an increase of ten per cent. on their earnings between November 1, 1902, and April 1, 1903, to be paid on or before June 1, 1903; and a like allowance shall be paid to the legal representatives of such employees as may have died since November 1, 1902; and from and after April 1, 1903, and during the life of the award, they shall have

8-hour shifts, with the same wages per day, week, or month as were paid in each position in April 1902.

That a committee of Local Union No. 376, United Mine Workers of America, called to see Supt. William Davies of the Lehigh Coal Company and requested your petitioners be granted the benefit of the above award; that said request was refused by Supt. Davies; that since April 30th, 1903, they have been changed to another position and granted an eight hour day.

Therefore your petitioners pray your Honorable Board direct the Lehigh Valley Coal Company to pay to them a proportionate rate per hour for each of the hours worked daily in excess of the 8-hours provided as a day's labor by the Award of the Commission.

Respectfully submitted,

HENRY MILLER,  
JACOB KROCHER,

ACTION.

POTTSVILLE, PA., July 23, 1903.

"It was settled by mutual agreement" that if the statement in the grievance was found correct, Mr. Warriner would have the matter corrected."

#### GRIEVANCE NO. 3.

To the Board of Conciliation :

Your petitioners, the undersigned committee representing the contract miners employed at the Hazleton Mine Colliery of the Lehigh Valley Coal Company, respectfully represent :

*First* : That for years it has been the custom at said colliery for men driving chutes to erect platforms for which they were paid \$2.07; that on April 1, 1903, they received a ten per cent. increase on said price of \$2.07 as provided in the award of the Anthracite Coal Strike Commission.

*Second* : That they have always erected said platforms in a working like manner, and the said platforms have always served the purpose for which they were built.

*Third* : That lately the Lehigh Valley Coal Company has changed the above system and has had platforms constructed by company laborers to the loss of your petitioners.

*Fourth* : That your petitioners called on Supt. Williams of the said colliery and requested a return to the system in vogue previous to the change set forth in Section III of this petition; that said

request was refused by Supt. Williams; that your petitioners then called to see Supt. Davies of the Lehigh Valley Coal Company with the same request and with like result.

*Fifth*: That your petitioners believe the action of said company as set forth in Section III of this petition is in violation of Article III of the Anthracite Coal Strike Commission reading as follows: "The Commission adjudges and awards: That during the life of this award the present methods of payment for coal mined, shall be adhered to, unless changed by mutual agreement."

Your petitioners therefore request that your Honorable Body take such action as will restore the former methods of erecting platforms in said colliery in accordance with the spirit of the above quoted award.

Respectfully submitted,  
MIKE FLINN,  
FRANK SOLKOVISK.

## ACTION.

POTTSVILLE, PA. July 23, 1903.

"The following resolution was adopted: Resolved, by the Board of Conciliation, that the contention of the Contract Miners of Hazleton Colliery No. 1, Lehigh Valley Coal Company, has not been sustained."

## GRIEVANCE No. 5.

To the Board of Conciliation:

The undersigned Committee representing the Stripping employes of the Buck Mountain Colliery of Coxe Brothers & Co., Incorporated, respectfully represent:

*First*: That they are compelled to work from ten to twelve hours per day; that they desired to have the benefit of the nine hour day and to that end sent a communication to Mr. Edgar Kudlick of the said Coxe Brothers & Co., requesting him to grant them the relief of a nine hour day; that in response thereto they received the following from said Mr. Kudlick. "Tell the committee that the company insists on the men obeying orders of the foremen and superiors while they are on the company's premises."

*Second*: That your petitioners have tried to obtain relief from the long hours they are compelled to labor by bringing the matter to the attention of the superintendent in charge of the mine, and the

superintendent in charge of the company's affairs as provided in Rule I of the Rules adopted by the Board of Conciliation.

Therefore, your petitioners request that your Honorable Board take such action as will give them the benefit of a 9-hour day as provided in the award of the Anthracite Coal Strike Commission.

Respectfully submitted,  
JOHN MALCHITZKI, }  
JOSEPH HARRIS, } Committee.  
CHAS. MCGILL. }

## ACTION.

POTTSVILLE, PA., July 30, 1903.

Resolved: "Inasmuch as the signers are not people directly interested, as required by the rules of the Board, the grievance be not received."

## GRIEVANCE NO. 14.

To the Board of Conciliation:

Your petitioner, the undersigned respectfully represents:

*First*: That he employed at the Coalrairie Colliery of the Van Winkle Estate doing the work of fireman and running pump; that on April 1, 1903, he called on Supt. Harvey of the aforesaid company and requested that he (your petitioner) be granted an eight-hour day as provided in the award of the Anthracite Coal Strike Commission reading as follows:

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

*Second*: That in response to the above Superintendent Harvey stated your petitioner was not a fireman but was classed as a watchman and that he was not entitled to a 8-dour day; that at the next pay your petitioner received the five per cent. increase granted the pumpmen; that he again called on Superintendent Harvey and requested to be paid on the 9-hour basis which request was denied.

Your petitioner therefore prays that your Honorable Board find

that the nature of his work is such as to entitle him to the benefit of the above stated provision of the award of the Commission.

Respectfully submitted,

ABE TURNBACH.

Witnesses to the above, Bernard Mooney, John Sherdin, Timothy Maloney.

#### ACTION.

POTTSVILLE, PA., July 30, 1903.

A letter was received from Mr. Abe Turnbach, stating that his grievance No. 14, had been satisfactorily settled.

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#### GRIEVANCE NO. 24.

To the Board of Conciliation :

Gentlemen : The following grievances submitted from Beechwood Colliery, P. R. C. I. Co.

Under date of March 29th, 1903, a letter was written to John Fahy, requesting him to take up the cases of Joseph Glenwright, Michael Loftus, and Harry Martin, formerly employed as pump runners at this colliery.

These men were refused reinstatement by Superintendent Devlin upon the general resumption when the strike was declared off. There was no one employed at this colliery during the strike, and some of the men, now employed in the places of these men, were not put to work until three weeks after resumption. Two of the new men were working at Philadelphia, and the places were kept for them until they could return. Superintendent Devlin told the three men that they would get no work under the Reading Co. and they had better go to John Mitchell for a job.

Signed,

JOHN FAHY,

Beechwood Colliery, P. R. C. I. Co.

#### ACTION.

POTTSVILLE, PA., Aug. 13, 1903.

Resolved, by the Board of Conciliation that the grievance of Joseph Glenwright and others against the Philadelphia & Reading Coal and Iron Co. at Brookside Colliery be not sustained.

#### GRIEVANCE NO. 23.

To the Board of Conciliation :

Gentlemen : The following grievances is submitted :

At the Brookside Colliery a fireman has been taken from each of the night shifts and put on the day shift, that is, he is to work day shift all the time and must work nine hours and is only to receive eight hours pay for it.

Above letter to John Fahy, May 20th, 1903.

#### ACTION.

POTTSVILLE, PA., Aug. 13, 1903.

“ Resolved, by the Board of Conciliation that the firemen at the Brookside Colliery of the Philadelphia & Reading Coal & Iron Co. shall be paid on the basis of an 8-hour shift.”

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#### GRIEVANCE NO. 47.

To the Board of Conciliation :

Gentlemen : The following grievance is respectfully submitted for your consideration :

#### STATEMENT OF WM. HOFF.

“ On the sixth day of May, Wm. D. Jones, outside foreman of Brookside Colliery, came to me and told me that I would have to work nine hours per day. On the morning of the 17th I came to work. Ivory Knerr was over at the boiler house to see me. He asked me to go and see the boss. We saw the boss, Wm. D. Jones, he told us we had to work from 7 A. M. till 4 P. M. or nine hours. We asked him whether he would pay the hour over time, and he said he would not. We told him the Commission decided that eight hours was a shift for firemen and we should be paid for extra hour. He refused to pay us the extra hour, and told us we would have to work nine hours or quit the job ; we told him we would work that day and then quit, and this is what I done. He wanted us to do the same work as other firemen, and work the hour longer for nothing. I believe this to be unjust and contrary to the award of the Commission. We worked eight hours only since the 1st of April until the 7th of May when he wanted to compel us to work nine hours, when we quit.

The above statement addressed to John Fahy, May 21, 1903.

## ACTION.

POTTSVILLE, PA., Aug. 13, 1903.

Grievance No. 47, being found to be the same as No. 23, and the party being now employed, was declared settled.

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GRIEVANCE NO. 34.

To the Board of Conciliation :

Gentlemen : The following is respectfully submitted for your consideration.

STATEMENT OF HARRY M. MAYER.

TREVERTON, PA., June 24, 1903.

"Am idle eleven weeks today on account of signing resolution as President of the Local and organizing Junior Locals. Foreman Lucenville said I signed resolution, and Superintendent Brennan said I organized Junior Local, and both of them told me this that I will make affidavit to the same. Brennan told me I was responsible for the men going home, first short hour Saturday, I did not do this but did try to have them work the nine hours. Lucenville made charges against me, and when I questioned him he said, I was told these things, and would give me a chance to meet my accusers and if any one was found lying he would discharge him. This was five weeks ago but Lucenville has done nothing in it since. They have lately started to run miners trains from Shamokin (one week ago) and there are more old hands idle in Treverton (47 idle last week) than the number of men they carry on the train from Shamokin.

I worked with David Krissinger three days on account of his butty being injured, and done so at the request of Krissinger, but when Lucenville heard I was working with him he discharged me. This was done within the eleven weeks of my idleness.

Joseph Jenkins was idle for a week because he could get no butty. Lucenville tried to find one for him, and Jenkins told him he could get Mayer as a butty, but Lucenville said, Mayer cannot work at this colliery. Jenkins will swear to it.

Statement made to John Fahy, June 24, 1903.  
North Franklin Colliery, P. R. C. I. Co.

## ACTION.

POTTSVILLE, PA., Aug. 13, 1903.

The complainant being re-employed, the case was declared settled.

## GRIEVANCE NO. 29.

To the Board of Conciliation :

Gentlemen : The following grievance is respectfully submitted :

That on the first of April 1903, three shifts were put on at the boiler house at the Buck Mountain Slope, and a few days afterwards one shift was taken off and the old two shift system resumed. The men protested, but the mine foreman threatened to close down if three shifts be demanded. The Mine Foreman also said that this slope did not come under the award, because the Commission did not know that it was being operated.

The above by letter to John Fahy, May 29, 1903, from Glendower Colliery, P. & R. C. & I. Co.

The following similar grievance was also submitted :

That the fireman employed at the Anchor Washery are subject to the same grievance. The foreman told the fireman that the washeries are not included in the award.

Above by letter to John Fahy, May 29th, 1903, from Anchor Washery, P. & R. C. & I. Co.

## ACTION.

POTTSVILLE, PA., Aug. 13, 1903.

The Colliery being closed down, and abandoned, the grievance was declared settled.

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GRIEVANCE NO. 48.

To the Board of Conciliation :

The following grievance is respectfully submitted by David Weir, a Pump runner, formerly employed at the Otto Colliery.

I asked the boss for my job when the strike was declared off.

He told me that there was a man in my place. There was no man employed in my place until the strike was over. I worked thirty-four years at the job and never had no trouble and never lost a day's work through neglect.

Pump runner Gottshall, formerly employed at the same colliery submits his case as a similar grievance of discrimination.

Above by letter to John Fahy.  
Otto Colliery, P. & R. C. & I Co., May 16th, 1903.

## ACTION.

POTTSVILLE, PA., Aug. 20, 1903.

Mr. Luther and Mr. Veith stated that they would see that Mr. Weir would be taken care of and given suitable employment.

POTTSVILLE, PA., Sept. 3, 1903.

That Section of Grievance No. 48 pertaining to M. Gottshall was withdrawn by a letter from him.

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GRIEVANCE NO. 41.

To the Board of Conciliation ;

The following grievance was submitted to Brookside Colliery, P. & R. C. & I. Co. :

Under date of March 31, 1903, a letter was written to John Fahy in which the writer stated that he had been instructed to ask him for information relative to engineers and pumpmen working Sundays, and stating that the award of the Commission gives them Sunday off, but that they have been asked to work with the promise of extra pay, and are at a loss to know what to do. The letter requested advice as to what they should do, and stated they would like to have Sunday off, and yet do not want to cause trouble by refusing the boss.

Those men were advised that engineers and firemen obey the order of the company, and notify the company officials in charge, that they do so with the understanding that both sides must in honor be regulated by the award of the Commission, and that the matter in dispute be submitted to the Board of Conciliation.

Those men followed the advice, and continued at work, and our present understanding is, that this work is still being performed in violation of the award of the Commission.

JOHN FAHY.

July 6th, 1903.

## ACTION.

POTTSVILLE, PA., Aug. 20, 1903.

Resolved : " That grievance No. 41 be withdrawn."

## GRIEVANCE NO. 51.

To the Board of Conciliation :

Gentlemen : The following general grievance is respectfully submitted :

By communication, it is reported that the P. & R. C. & I. Co., advanced the wages of those engineers who worked during the strike, \$5,00 per month. This advance has been made since the award of the Commission is in force. The other engineers having been confined to the rates and allowances of said award, therefore present to the Conciliation Board a charge of discrimination against union engineers who did not work during the strike, in favor of non-union engineers who did work during the strike. The engineers thus discriminated against, request the Conciliation Board to investigate and remove such discrimination.

Above by letter to John Fahy, June 22, 1903.

## ACTION.

POTTSVILLE, PA., Aug. 20th, 1903.

Resolved : " The grievance be not sustained."

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GRIEVANCE NO. 50.

To the Board of Conciliation :

Gentlemen : The following general grievance is respectfully submitted ;

That the stable men have not been granted the full allowances awarded them by the Commission. To wit : That they are forced to work more hours per day than specified under the said award.

The following similar grievance is also submitted :

That the watchmen have not been granted the full allowances awarded by the Commission, to wit : That they are forced to work more hours per day than specified under the said award.

Above by letter to John Fahy, May 29th, 1903.

## ACTION.

POTTSVILLE, PA., Aug. 20th, 1903.

Resolved : " That Grievance No. 50 be withdrawn."

## GRIEVANCE NO. 31.

To the Board of Conciliation :

Gentlemen : The following grievance is respectfully submitted for your consideration :

GIRARDVILLE, June, 26th, 1903.

To the Board of Conciliation :

This is to certify that Joseph Kelly tried all ways and means to find employment at Packer Colliery, No. 5, belonging to the Lehigh Valley Coal Company, and failed because my brother Patrick Kelly got killed in a boiler explosion on the 14th of May 1902. and my mother has a little bother with them ; but I cannot help that, as I am only a boarder, and I don't know what they can have against me as I was always a good, sober young man and always attended to my work ; therefore I don't know what they can have against me.

I uever done anything through the strike, and I worked for the Company the last six years, laboring outside, and I think I am entitled to a job. I am after trying foreman and everyone, and it is no use.

I am idle fourteen months now and there is no reason for it as I can see.

Hoping you will adjust this case.

Signed,

JOSEPH KELLY.

## ACTION.

NEW YORK CITY, Aug. 26th, 1903.

" Resolved that grievance No. 31 be withdrawn."

## GRIEVANCE NO. 39.

To the Board of Conciliation :

Gentlemen : I am Martin Delaney, and with James Hughes, bid on a job, East Bottom, Lower Level, Silver Creek Colliery, P. & R. C. & I Co.

Superintendent Devlin said that John Veith said, " That there should be some consideration on the loose coal that was there."

Delaney and Hughes considered it, and put in a lower bid for a job. Delaney worked a part of the month at the job ; Tom Downing and Tom Hollihan, inside and assistant inside foreman, said the

drawing of this coal was bringing a squeeze on No. 1 plane level. We had coal in the chutes ready to load, when they stoppcd the trip halfway, and wouldn't let us load it.

I, Martin Delaney, blasted coal up for ten yards, started run and repaired No. 69 battery, and drove chute in center of pillar according to contract. And now they are loading the coal by night for their own benefit.

Supt. M. Devlin went back on written contract.

(Signed.)

MARTIN DELANEY,

SILVER CREEK, Aug. 26th, 1903.

## ACTION.

NEW YORK CITY, Aug. 26th, 1903.

" Resolved, by the Board of Conciliation, that the grievance of Martin Delaney against the Philadelphtha & Reading Coal & Ieon Co., in relation to abrogation of contract be not sustained.

And be it further resolved, that the Philadelphia & Reading Coal & Iron Co. be requested to make an investigation of the statement made by Mr. Delaney iu his testimony, that some coal belonging to him in another section of the mines had been removed by the Company during the strike without payment to him therefor, aud if it is found correct, the prevailing rates per car shall be paid him."

## GRIEVANCE NO. 37.

To the Board of Conciliation :

The following is respectfully submitted by George Robinson, an engineer employed at the Oak Hill Colliery :

I am and have been for some years a hoisting engineer at this colliery. At the engine which I now run, I am employed day shift three hundred and sixty-five days in the year, and am subject to a loss of pay should I happen to be unable to report for work. I therefore believe that I am included amongst those who are employed in positions which are manned continuously.

Superintendent Schwenk, when this case was brought before him, said, " It is true that you work three hundred and stxty-five days at so much per day, but you do not work what the Commission says is continuous, so you must work on Sunday as before."

I request that this grievance be presented to the Board of Con-

ciliation in order that the case shall be properly settled, that I may receive the proper rates and allowances provided by the award.

Above by letter to John Fahy, May 15th, 1903.  
Oak Hill Colliery, Leisenring & Co.

ACTION.

NEW YORK CITY, Aug. 26th, 1903.

“Resolved, by the Board of Conciliation, that in the case of George Robinson, employed at Oak Hill Colliery of Leisenring & Co., the compensation awarded him by the Anthracite Coal Strike Commission should be 11-1-9 per cent. increase over his former rate of wages; said advance to take effect April 1, 1903.”

GRIEVANCE NO. 46.

To the Board of Conciliation :

Gentlemen : The following grievance is respectfully submitted by the Inside Company Employes at Oak Hill Colliery :

That since April 1903, we have been compelled to work from 7 A. M. until 4 P. M. without taking dinner time, and have been paid for those hours at the rate of eight and one-half hours.

On presenting the grievance to Superintendent Schwenk, he insisted on our working from 7 A. M. until 4.30 P. M. without dinner hour, for nine hours, and he would do nothing else until the matter was passed upon by the Board of Conciliation.

We have submitted to this grievance until this opportunity and now present the same to the Board of Conciliation with a request that they take the matter up and rule upon it.

Above by letter to John Fahy. May 15th, 1903.

ACTION.

NEW YORK CITY, Aug. 26th, 1903.

“Resolved, in the case of Inside Employes at Oak Hill Colliery of Leisenring & Co., that the dinner hour shall be taken as desired by the company; but that if employes are required to work during said dinner hour in addition to the regular nine hours work, they shall be paid extra compensation therefor.”

GRIEVANCE NO. 54.

To the Board of Conciliation :

Gentlemen : The following grievance is respectfully submitted by the employes at Oak Hill Colliery, Leisenring & Co. :

That we have for several years repeatedly requested that the form of check or statement of account as furnished by the other coal companies to their employes be also furnished to the employes at this colliery, but have been refused.

That since the award of the Commission we have also repeated our application, but Superintendent Schwenk said, “We have 15,000 of the old form to use and when they are used we might issue a new form, but anyhow nothing can be done until the matter is passed upon by the Board of Conciliation.”

We therefore request the Board of Conciliation to take up this matter and see that all employes when paid shall be furnished with an itemized statement of account similar to the practise of the other coal companies.

Above by letter to John Fahy, May 15th, 1903.

ACTION.

NEW YORK CITY, Aug. 26th, 1903.

“Resolved, that it is the sense of the Board of Conciliation, that Leisenring & Co. be requested to use a detachable receipt in connection with their pay statement.”

GRIEVANCE NO 25.

To the Board of Conciliation :

Gentlemen : The following grievance is respectfully submitted for consideration :

STATEMENT.

I will tell you, from the beginning to the end, why I cannot get work. When the Pumpmen were called out on June the 2nd, 1902, there was plenty of noise going on when the men came home from work, and my boys were all playing around the house, and my wife said, come on, boys, or you will miss the fun, and Mrs. Frank, a non-union man's wife, heard her, and then she started to call us everything she could think of, but we left them alone; that any person can tell you; she said we would never get a day's work around the colliery, and that remark was very true. We did not get any, and that was in



June 1902, and there were six of us working before the strike. We always have lots of company around our place, and on the 15th of July the boys were all playing different kinds of games when Charlie Frank came home from work. There was a crowd of little ones calling scab came up to the boys and was shooting off to them, but they did not say a word to him, and the next day they were putting up a pole swing, and they are like boys, making lots of noise, cutting up; his name was not mentioned; up he come again and arrested seven boys, three of mine, but he lost the case, and he had to pay the costs, and that made him cross; he goes to work then and goes down to Harrisburg, sends up a constable and has them all put under bail for court, but that all fell through; Mrs. Frank was always calling us names, but that was all right, we left her go; one evening a couple of boys came up from down town when the first snow fell, and threw snowballs at her house; she blamed everything on us, when anything happens no matter what it is, he carries it to the mines and blames it on us, even goes as far and tells the Superintendent; and we have proof that we did not do anything to him.

On the 26 inst. of June, 1903, myself and wife went to see the Superintendent and asked him why we don't get work. He said when Charles Frank's child's funeral was passing our house we were laughing and howling at him, now that is not true, we asked the people that were in the funeral whether they heard any noise when they passed and they said they did not know. That is the kind of stuff against us.

Letter to John Fahy under date of July 5th, 1903  
Short Mountain Coal Co., Penn. R., R. Co.

ACTION.

NEW YORK CITY, Aug. 27. 1903.

Resolved, "that Grievance No. 25 be withdrawn."

GRIEVANCE NO. 36.

To the Board of Conciliation :

Gentlemen : The following grievance is respectfully submitted by the hoisting engineers employed at the Lytle Colliery :

That we, the hoisting engineers, are not permitted to enjoy the provisions of the Award of the Commission applicable to our class of employment, by reason of the fact that no effort has been made to relieve us from duty on Sundays.

We claim that we are continuously employed every day including Sunday, and as it is the intention of the Commission to relieve

from duty on the day shift on Sunday those who are continuously employed on that day we believe that we should be relieved from duty on Sunday, without loss of pay, by a man provided by the employer to relieve us during the hours of the day shift.

We therefore request the Board of Conciliation to take up this matter and rule upon the same.

Above by letter to John Fahy, May 15th, 1903.  
Lytle Colliery, Lytle Coal Company, Minersville, Pa.

ACTION.

NEW YORK CITY, Aug. 27th, 1903.

Resolved "that Grievance No. 36 be withdrawn."

GRIEVANCE NO. 35.

To the Board of Conciliation :

Gentlemen : The following grievance is respectfully submitted by Flail, a carpenter, formerly employed at the Oak Hill Colliery :

I was not a member of the Union until the beginning of 1902, when I voluntarily joined. When the strike was declared the Foreman did not know this and counted upon me working instead of striking.

When the strike was declared off I applied for my job, but was told that there is no work for me as another man (non-union) had been put in my place. This new man not being a competent carpenter, I claim that I have been discriminated against in favor of an incompetent man.

I therefore request the Board of Conciliation to take up this matter and see that this discrimination shall be removed.

Above by letter to John Fahy. May 15th, 1903.  
Oak Hill Colliery, Leisenring & Company.

ACTION.

POTTSVILLE, PA., Sept. 3, 1903.

The grievance was withdrawn upon the written request of Mr. Flail.

GRIEVANCE NO. 33.

To the Board of Conciliation :

Gentlemen : The following grievance is respectfully submitted by

the contract miners employed at the Pine Hill Colliery, Pine Hill Coal Co :

That the said employes have been required to increase the topping of cars over and above that which was in force on April 1, 1902.

They therefore request the Board of Conciliation to investigate this grievance in order that any increase in the size of car, or in the topping required, shall be accompanied by a proportionate increase in the rate paid per car.

Above by letter to John Fahy, May 15th, 1903.

#### ACTION.

POTTSVILLE, PA., Sept. 3, 1903.

The grievance No. 33 was withdrawn, as the matter was being adjusted by mutual agreement.

#### GRIEVANCE NO. 17.

To the Board of Conciliation :

Your petitioner, the undersigned, respectfully represents :

*First* : That during the year 1901, he was employed as hoisting engineer at the Oneida Colliery of Coxe Brothers & Co., Incorporated ; that at the time of said employment, Mr. Arthur Donahue, Boss of the Steam Department at the Oneida Colliery, promised your petitioner to pay him regular engineer's wages, viz. \$1.84 per day of ten hours.

*Second* : That since that time and up to April 1st, 1903, the hours of labor of your petitioner were increased from ten to twelve hours per day ; that he received \$1.88 per day ; that the regular engineer's wages at that time were \$1.95 for a 10-hour day.

*Third* : That since April 1st, 1903, the hours of labor of your petitioner have been reduced from twelve hours per day to ten hours per day, and his wages reduced to \$1.77 per day ; that for similar work other engineers of the same class received \$2.04 for a 10-hour day.

Your petitioner therefore prays your Honorable Board may take such action as will bring to him the same compensation and hours of labor received by engineers of his class, and which he believes he is justly entitled to.

(Signed)

THOS. TANNER.

#### ACTION.

The Board of Conciliation disagreed upon this grievance, and, at a meeting held in Pottsville on Aug. 6th, adopted a resolution requesting the appointment of an umpire.

Hon. George Gray, Judge of the Third Judicial Circuit of the United States, appointed Hon. Carroll D. Wright, Commissioner of Labor, Washington, D. C., as umpire.

Following is the decision rendered on Grievance No. 17 :

CASE NO. 17. In re Thomas Tanner vs. Coxe Brothers & Company, Incorporated.

#### DECISION OF UMPIRE.

This case came before the Board of Conciliation on the petition of Thomas Tanner for an adjustment of his compensation as hoisting engineer. The petitioner states that during the year 1901 he was employed as a hoisting engineer at the Oneida Colliery of Coxe Brothers & Company, Incorporated ; that at that time the boss of the steam department of that colliery promised to pay the petitioner regular engineer's wages, namely, \$1.84 per day of ten hours ; that since that time and up to April 1, 1903, his hours were increased from ten to twelve per day, and that he received \$1.88 per day, while the regular engineer's wages at that time were \$1.95 for a ten-hour day ; that since April 1, 1903, his hours of labor have been reduced from twelve to ten per day and his wages to \$1.77 per day, while for similar work other engineers of his class receive \$2.04 for a ten-hour day. The petitioner therefore prayed the Board of Conciliation to take such action as would bring to him the same compensation received and hours of labor worked by engineers of his class, and to which he believed himself to be justly entitled.

The respondents (Coxe Brothers & Company) state that Tanner is not employed in a slope of continuous service ; that his hours of duty, as a rule, are from 6.30 A. M. until the day's supply of coal is hoisted, which may end his workday, and usually does end it, at 4.30 P. M. ; that previous to the strike Mr. Tanner received 15.7 cents per hour for each and every hour he worked : that since the award of the Anthracite Coal Strike Commission his rate of pay has been 17.4 per hour, or an increase of 11 1-9 per cent ; that by reason of the fact that no specified number of hours can be allotted to him for a day's work, as the place is not manned continuously, he is paid

by the hour ; that he was paid by the hour before the strike, and has been paid by the hour since the strike, with the additional fact that since the strike his rate of pay per hour has been increased 11 1-9 per cent. and they claim that there is involved no question of rates of other men for comparison.

After considering the whole matter the Board of Conciliation had before it two motions, one by Mr. Connell, that the grievance of Thomas Tanner against Coxe Brothers & Co., Incorporated, shall not be concurred in, which was lost, and another by Mr. Nichols, that in reference to the grievance of Thomas Tanner against Coxe Brothers & Co., Incorporated, he be given the same wages for nine hours as he received for twelve hours previous to the strike. This latter motion was also lost, and thereupon the case was referred to the umpire.

This case, if it has any standing, comes under the last clause of the second award of the Anthracite Coal Strike Commission. This award relates to engineers, pumpmen, and others employed in positions which are manned continuously. Mr. Tanner did not and does not occupy such a position. He therefore comes under the last clause of the second award, which provides "That all employes or company men, other than those for whom the Commission makes special awards, be paid an increase of 10 per cent. on their earnings," etc., and "That during the life of this award, they shall be paid on the basis of a 9-hour day, receiving therefor the same wages as were paid in April, 1902, for a 10-hour day. Overtime in excess of nine hours in any day to be paid at a proportional rate per hour,"

The intention and purpose of this award was to shorten the working day, and the Commission attempted to accomplish this by certain provisions. In Mr. Tanner's case, he was at one time, and perhaps often, employed twelve hours a day on a ten-hour basis, but when he was employed more than ten hours he was paid for the extra hours' work — that is he was paid for over time. He now works nine hours per day on a ten-hour basis, and is paid by the hour, as formerly. He has therefore received an increase of 11 1-9 per cent. of his hourly pay. Should he work twelve hours, as he has a perfect right to provided he and his employers agree thereto, he would be paid for three hours' extra work at the same hourly rate as he now receives, instead of for two hours' extra work on the former basis.

It should be remembered, however, that no award can cover each and every individual case to which it applies. The Anthracite Coal Strike Commission could not attempt to adjust every detail of work in the anthracite regions ; so it made

general provision, with a hope that it would cover all principles involved.

No injustice has been done Mr. Tanner. His employers have, in his case, carried out the provisions of the Anthracite Coal Strike Commission. The petition of Thomas Tanner, therefore, is not sustained.

CARROLL D. WRIGHT.

Washington, Sept 3, 1903.

#### GRIEVANCE NO. 8.

To the Board of Conciliation :

Your petitioners, the undersigned, respectfully represent :

*First* : That up to the time of the strike of 1902 they were employed in and about the mines of Coxe Brothers & Co., Incorporated ; that at the time said strike was declared they with a vast majority of the other employes of the said company, quit work until said strike should be settled.

*Second* : That on Nov. 25th, 1902, a period of nearly one month after the appointment of the Anthracite Coal Strike Commission and the resumption of work at the various other collieries of the Anthracite region, the following agreement was sent to Coxe Brothers & Co. in response to a request received from them as to the terms upon which their employes would return to work :

HEADQUARTERS OF DISTRICT NO. 7,

UNITED MINE WORKERS OF AMERICA.

HAZLETON, PA., Nov. 25, 1902.

MR. EDGAR KUDLICK, Mining Engineer and Superintendent,  
Coxe Brothers & Co., Incorporated.

Dear Sir ; We, the employes of the aforesaid Company, will accept any proposition of the above Company that will replace all men in their former positions, excepting that portion of the slate pickers, that machinery has displaced, providing you agree to divide all the available work between them (meaning the slate pickers), whose places machinery has taken. All men arrested for violation of laws of the land, we are willing

that said parties remain idle, and if acquitted will be given their former employment or work and wages similar held by them prior to May 12, 1902. And provided further, that all employes arrested and whose cases have been satisfactorily settled by the attorneys representing both sides, or acquitted be given the same consideration and work as those mentioned above.

JOHN GILLESPIE, }  
JAMES FERRY. } Committee.

"I accept the above."

(Signed)

EDGAR KUDLICK.

*Third:* That in consideration of the above the employes of Coxe Brothers & Co, resumed work ; that your petitioners were ready to resume their former positions and applied for the same ; that they were then and have since been refused work by the said Coxe Brothers & Company.

*Fourth:* That none of the undersigned parties to this petition are among those enumerated in the excepted class of the above agreement ; that they know of no valid reason and can find none for Coxe Brothers & Co. refusing them employment ; that they are ready and able to resume their work at any time they are able to secure same.

From the above we believe we are unjustly discriminated against by the said Coxe Brothers & Co. ; that the action of the said Coxe Brothers & Co. in our case is a violation of the agreement upon which their employes returned to work ; that the said action of Coxe Brothers & Co. is in violation of Section 9, of the Award of the Anthracite Coal Strike Commission, which provides: "That no person shall be refused employment, or in any way discriminated against, on account of membership or non-membership in any labor organization ; and that there shall be no discrimination against, or interference with, any employe who is not a member of any labor organization by members of such organization."

In consideration of the foregoing facts your petitioners respectfully request that your Honorable Board take such action as will

obtain for them their former employment or work equally as good with the said Coxe Brothers & Co.

Respectfully submitted,

BARTHOL KANSCHNIK, JR.,  
TIM MALONEY,  
JOHN FARARA,  
HARRY BROSIUS,  
JOE PITEMIER,  
PETER BRÜGGER,  
LOUIS SEPPIE,  
JOE RIBAK,  
FRED KLINGER  
PAUL RIBAK. } Committee.

#### ACTION.

The Board of Conciliation disagreed upon this grievance, and, at a meeting held in Pottsville on Aug. 6th adopted a resolution requesting the appointment of an Umpire.

Hon. George Gray, Judge of the Third Judicial Circuit of the United States, appointed Hon. Carroll D. Wright, Commissioner of Labor, Washington, D. C., as Umpire.

Following is the decision rendered on grievance No. 8:

CASE NO. 8 in re discriminated employes of Coxe Brothers & Company, being the petition of certain former employes of Coxe Brothers & Company, Incorporated, for reinstatement in positions held by them prior to May 12, 1902.

#### DECISION OF UMPIRE.

The submission of the Coal Operators to a Commission to be appointed by the President recites that there shall be referred to such Commission "all questions at issue between the respective companies and their own employes, whether they belong to a union or not, and the decision of that Commission shall be accepted," it being the understanding "that immediately upon the constitution of such commission, in order that idleness and non-production may cease instantly, the miners will return to work, and cease all interference with or persecution of any non-union men who are working or shall hereafter work."

The mine workers' representatives, in Convention on October 21, 1902, agreed to the submission, and stated that,

in pursuance of such decision, "we shall report for work on Thursday morning, October 23, in the positions and working places occupied by us prior to the inauguration of the strike."

Award IX of the Anthracite Coal Strike Commission provides "That no person shall be refused employment, or in any way discriminated against, on account of membership or non-membership in any labor organization."

The evidence in this case shows that there was some delay in the resumption of work by Coxe Brothers & Company, and an agreement was entered into Nov. 25, 1902, as follows:

We, the employes of the aforesaid Company (Coxe Brothers & Company) will accept any proposition of the above Company that will replace all men in their former positions, excepting that portion of the slate pickers that machinery has displaced, providing you agree to divide all the available work between them (meaning the slate pickers), whose places machinery has taken. All men arrested for violation of laws of the land, we are willing that said parties remain idle, and if acquitted will be given their former employment or work and wages similar held by them prior to May 12, 1902. And provided further, that all employes arrested and *whose cases* have been satisfactorily *settled* by the attorneys representing both sides, or acquitted be given the same *consideration* and *work* as those mentioned above.

The above agreement was accepted by Edgar Kudlich, Mining Engineer and Superintendent of Coxe Brothers & Company.

The petitioners claim that in accordance with this agreement the employes of Coxe Brothers & Company resumed work; that the petitioners were ready to resume their former positions, and applied for the same, but that they were then and have since been refused work by Coxe Brothers & Company. They further allege that none of the petitioners is among those enumerated in the excepted class of the above agreement; that they know of no valid reason, and can find none, for Coxe Brothers & Company refusing them employment, and that they are ready and able to resume their work at any time they are able to secure same. The petitioners feel that unjust discrimination has been indulged in as against them; that the action of Coxe Brothers & Company in their case is a violation of the agreement upon which their employes returned to work, and in violation also of Award IX of the Anthracite Coal Strike Commission.

Coxe Brothers & Company maintain that they explained to their former employes that there were three classes objec-

tionable to them—first, those who had constantly interfered and had inimical feeling and sentiments towards the company; second, those whose places had been filled by others during the strike; third, those whose services were not required on account of the installation of new machinery, which distinctly affected breaker men. They claim that the employes affected by the agreement given above are those who worked for the Company up to the date when the strike of 1902 was declared; that it was not a question of re-employing men who had worked years ago for the company; that all who wished to be re-employed should have applied for their work or reported for it on or before Dec. 2, 1902; that up to that date no new men were hired in the mines of the Company or on special work under the mining department, and that after Dec. 2, 1902, they commenced to employ men.

The Conciliation Board, on hearing the case, had before it the following motion:

Resolved, by the Board of Conciliation, That the grievance of discriminated employes of Coxe Brothers & Company, Incorporated, is not sustained, except in the case of Harry Brosius, and that when his case before the justice of the peace is settled he shall be re-employed by Coxe Brothers & Company, Incorporated.

This motion was lost, and therefore the case comes to the umpire.

At the hearing before me in the city of New York August 25, 1903, all the evidence produced by the petitioners and by Coxe Brothers & Company on their behalf was thoroughly considered. It appeared that no objection existed on the part of Coxe Brothers to re-employing such men as applied prior to Dec. 2, 1902, or to re-employing such of their former employes who worked up to the time of the strike of 1902, except those who have been convicted of crime during the strike or are awaiting trial, or who have been obnoxious to the superintendents and others in control of the Coxe Brothers properties.

In answer to my question whether objection existed to the re-employing of these men, the answer was: "Within their time"; that is, that within their time there would have been no objection other than those stated; that they were not re-employed because they failed to apply for work within the limit of the agreement. In answer to a question whether they objected to employing the others—that is, those who are objectionable—within the limit, the answer was: "Not when they had work for them; but they have put in a great deal of machinery."

It also appeared, as a matter of opinion, that Coxe Brothers wanted every man who went back at first to go back to work as a stranger. All who came back were asked to sign an agreement.

It was agreed by the whole Board that Coxe Brothers made no objection to re-employing men on account of their belonging to the union. It was also stated that Coxe Brothers had made no protest against employing or giving preference to any of their employes on the list of persons shown at the hearings. It also appeared that the miners have not asked Coxe Brothers to re-employ any man whose place was taken by machinery, but they contend that there is work for those who have been kept out. In answer to my question, "To whom belongs the right to say whether work is needed or not?" a representative of the miners stated: "I do not know that there is any doubt about that in our minds": but he maintains that Coxe Brothers have refused their former men work when they applied for it, on the ground that there was no work, and then have hired some one else in the mines.

Considering all the points raised and the statements filed with me during, and subsequent to, the hearings, I find that the case of the petitioners, so far as Award IX is concerned — that is, relating to discrimination on account of membership in the union — cannot be sustained.

I find that, in the case of Harry Brosius, Coxe Brothers ought to give him employment.

This case really comes under a general clause in the fourth award of the Anthracite Coal Strike Commission, which provides "That any difficulty or disagreement arising under this award, either as to its interpretation or application, or in any way growing out of the relations of the employers and employed, which cannot be settled or adjusted by consultation between the superintendent or manager of the mine or mines, and the miner or miners directly interested," etc., "shall be referred to a permanent joint committee" — that is, to the Conciliation Board which has referred this case to me as umpire. This petition against the Coxe Brothers Company is under the difficulties "in any way growing out of the relations of the employers and the employed."

The spirit of the Award of the Anthracite Coal Strike Commission is not solely to carry out literally that award, but to find some means by which peace and harmony shall prevail in the Anthracite Region. While this petition against Coxe Brothers cannot be sustained so far as Award IX is concerned, as already stated, it does appear that there has been some discriminations against certain men who were employed by

them prior to the strike of 1902. Just what the motive of such discrimination is cannot be ascertained. Their action appears to the umpire to be against the spirit of the award of the Anthracite Coal Strike Commission, although not to such an extent as fully to sustain the petitioners in their allegations.

The opinion is therefore rendered that all the men employed by Coxe Brothers & Company, Incorporated, at the time of the strike of 1902, except those who have been convicted for crime committed during that strike, or who are still under arrest, or to whom employment cannot be given on account of new machinery, or who are incompetent, ought to be preferred to new men in giving out work, when they apply therefor.

CARROLL D. WRIGHT.

WASHINGTON, Sept. 3, 1903.

GRIEVANCE NO. 10.

To the Board of Conciliation:

Your petitioners, the undersigned for employes of the Lehigh Coal and Navigation Company, respectfully represent:

*First:* That previous to the strike of 1902 your petitioners worked for the Lehigh Coal and Navigation Company at their various collieries in the Panther Creek Valley; that when said strike was declared, they, together with a vast majority of the other employes of said Company, went on strike and remained out until the day set for the resumption of work by the Wilkes-Barre Convention (October 23rd, 1902) they reported for work at the various collieries where they had been employed previous to said strike; that they were refused employment at that time and since then by the aforesaid Lehigh Coal and Navigation Company.

*Second:* That during the said strike they maintained themselves as peaceful, law-abiding citizens; that at no time did they commit any unlawful acts against said company; that they know of no valid reason why said company should not re-employ them; that various of their number are officers in the various local unions of the United Mine Workers of America of that district; that nearly every officer of United Mine Workers employed by said company has been refused employment; that they believe the discrimination practiced against them

is due to their connection with the United Mine Workers of America.

*Third:* That upon learning of the action of the said Company in refusing so large a number of their former employes employment, a mass meeting of the men working under the said Lehigh Coal and Navigation Company was held at which meeting a committee was appointed to notify Mr. W. D. Zehnder, Superintendent of said Company, of the discrimination practised against your petitioners; that said committee called on Mr. Zehnder and notified him of the conditions existing under his company and received from him the following reply:

LANSFORD, October 27th, 1902.

MR. JOHN F. McELHENNY, Chairman of Committee,

Coal Dale, Pa.

Dear Sir: Replying to your inquiry of the 27th inst., made by you as a representative of our employes.

It is our intention to give work to as many of our employes who were idle on account of the strike as we can place for advantageous working of the mines with due regard to profitable operation, and to put them on as fast as we can put the mine in safe condition required by the mining laws of Pennsylvania. So many of the gangways and airways have broken down during the strike that many portions of the mines are poorly ventilated, and until these repairs are made would endanger life to work in them. These repairs we are making as rapidly as possible, and in the course of a week or two should be able to give work to all the men we shall need to operate the mines to their capacity. Of course until we are in shape to employ a full complement of inside men the number of outside men for whom we can find work will be limited. It has not at any time been our intentions and it is not now, to discriminate against any of our employes because they belong to the United Mine Workers of America. All law-abiding union men and whom we know have not been guilty of attempting to cause damage to the company's property or injury to it and its loyal employes at work during the strike we shall be glad to take back. However, a limited number of our former employes, possibly some of them non-union men, we shall under no circumstances take back. I cannot too explicitly state this fact, for it is due to those whom we decline to re-employ that they should know it so as to enable them to lose no time in seeking work elsewhere.

We have ample evidence that those whom we will not give work were guilty of attempting to bring the company to ruin,

and of committing unlawful acts against it and its employes, and a number of whom are now under arrest for assault and battery, riot, kidnapping and other breaches of the peace. We desire peace at our collieries and to maintain it, and at the same time protect the men who worked for us during the strike, we shall exercise our right of declining to employ persons who by their acts have shown that they are not law-abiding and cannot be trusted to keep at peace with their fellow-workmen or with the company.

Respectfully yours,

W. H. ZEHNER, Supt."

*Fourth:* That upon receipt of the above another meeting of the employes of the Lehigh Coal and Navigation Company was held at which said letter of Supt. Zehner was considered; that at said meeting it was decided to send another committee to see Supt. Zehner in relation to the discriminated men; that said committee was appointed and called to see Supt. Zehner, and at said conference he agreed to investigate the case of some of the men, promised to reinstate the railroaders and positively refused employment to some of the others.

*Fifth:* That said committee reported back the result of their conference to a meeting of the said employes of the Lehigh Coal and Navigation Company; that said employes again demanded reinstatement of your petitioners and received the following reply:

LANSFORD, PA., Nov. 14, 1902.

MR. JOHN McELHENNY AND OTHERS,

Committee of Former Employes,

Coal Dale, Pa.

Dear Sir: I have your communication of the 10th inst.

This company intends to reinstate all of its old employes, except those it has reason to believe were guilty of riot, disorder, or boycott, or have proven themselves to be enemies of the Company. These the Company will not take back under any circumstances. It has already taken back nearly all of its 6000 employes, with the exception of about 200, and is disposed to take back, as soon as repairs of mines at Collieries Nos. 1 and 12 have been completed, even some of those under arrest, if satisfied that they were misled.

So that there may be no misunderstanding, I will state that the company must determine for itself which of the men

not yet reinstated it will re-employ ; further, that it will not discharge any one now in its service to make room for others, and that it reserves the right to discharge any man at its own pleasure.

Respectfully yours,  
W. D. ZEHNER, Supt.

That upon receipt of the above it was decided by the employes of said company to remain at work and use every effort to secure the reinstatement of the discriminated employes.

*Sixth*: That since the award of the Anthracite Coal Strike Commission there has been made an effort to have said Company remove the blacklist from your petitioners ; that the said company has refused to do so ; that mines of said company are now working to their full capacity ; that many strangers from other regions have come into Panther Creek Valley and secured employment in preference to your petitioners ; that some of your petitioners having secured work at the collieries of other companies the Coal and Iron Police of the said Lehigh Coal and Navigation Company have sought to get them discharged ; that your petitioners are ready and able to resume work at any time they may be able to secure same.

Therefore, your petitioners pray your Honorable Board direct the Lehigh Coal and Navigation Company to reinstate them in their former positions or others equally as good ; that the said Lehigh Coal and Navigation be directed not to discriminate against any officer or member of the United Mine Workers of America or any other Labor organization, in accordance with the award of the Anthracite Coal Strike Commission in such case made and provided.

Respectfully submitted,  
D. J. BLANEY,  
JOHN F. ELHENNY,  
M. J. BONNER.

The Board of Conciliation disagreed upon this grievance, and, at a meeting held in Pottsville on August 6th adopted a resolution requesting the appointment of an Umpire.

Hon. George Gray, Judge of the Third Judicial Circuit of the

United States, appointed Hon. Carroll D. Wright, Commissioner of Labor, Washington, D. C., as Umpire.

Following is the decision rendered on Grievance No. 10 :

CASE NO. 10. In re employes of Lehigh Coal and Navigation Company, complaining of alleged discrimination and blacklist.

#### DECISION OF UMPIRE.

This appears to be a compound question, in which the Lehigh Coal and Navigation Company are charged with blacklisting certain men who were involved in the strike of 1902 and with discriminating against others who were similarly employed.

So far as the charge of blacklist is concerned, it appears from the statements of the petitioners that Mr. Gerber, superintendent of a tenant of the Lehigh Coal and Navigation Company, was operating one of the collieries owned by the company ; that he had an understanding with the company that he would not take away the company's men, and that they would not employ each other's men. The result was a quarrel between the superintendent of the Lehigh Coal and Navigation Company and Mr. Gerber as to whether they were hiring each other's men, Gerber insisting that he was not hiring the Lehigh Coal and Navigation Company's men and Mr. Zehner the manager of the Coal Company insisting that he was, and Mr. Zehner gave Mr. Gerber a list and then discharged some men and sent them to Gerber, and Gerber sent them back to Zehner, who in turn re-employed them.

Whatever blacklisting occurred has been condoned, and there need be no further discussion of that question ; nor is it possible at the present time to make any decision upon it. The incident has been closed, and the Board did not ask any ruling of the umpire upon it, the case coming before him only in connection with alleged discrimination.

With relation to the alleged discrimination, it is somewhat difficult to reach a conclusion. It is agreed, however, by the Board of Conciliation that the railroad employes of the Lehigh Coal and Navigation Company were not within its jurisdiction, but after considering all the testimony and the adoption of a motion reciting "that the Board of Conciliation has failed to agree upon the question of the discriminated employes of the Lehigh Coal and Navigation Company," the following resolution was adopted :

Be it resolved by the Board of Conciliation under the



award of the Anthracite Coal Strike Commission, that we, the members of said Board of Conciliation, ask one of the circuit judges of the third judicial district of the United States to appoint an umpire to settle the above question.

This case is very similar, so far as alleged discrimination is concerned, to No. 8, being alleged discrimination by Coxe Brothers & Company.

It was shown by the evidence that certain former employes of the Lehigh Coal and Navigation Company are still without employment. It was not shown, either in the evidence or at the hearing before the umpire August 25, 1903, that there was any discrimination on the part of the Lehigh Coal and Navigation Company of men who are still out of employment, on account of their membership in the union, or for any other cause, except their conviction for crime; yet it was shown that about seventy-three men, for some cause or other, have been the object of discrimination, and have not been re-employed. It was the opinion of the Board that one Blaney, involved in the matter, ought to get employment.

The case resolves itself into this: That the Lehigh Coal and Navigation Company ought under the award, especially under the spirit of it, give preference to the remainder of the men—those not involved in the blacklisting—now out of employment when the company is hiring new men. The claim is that they should not take on new men to the exclusion of these old men still out of employment. It was claimed by the company that there was no work, and by the petitioners that there was work, because other men were placed in positions. The company claims that some of this alleged discrimination was the result of the difficulty between it and Mr. Gerber, and that there is still a feeling there on account of that difficulty.

The alleged discrimination relates to some forty men, some of whom were convicted of crime, some of whom are under indictment, and some of whom are objectionable to the officials of the company, and it is claimed by the company that they ought not to be compelled to re-employ men who are objectionable or have been guilty of causing more or less disturbance.

Examining the whole case and taking into consideration the spirit of the award of the Anthracite Coal Strike Commission, the case of discrimination against the Lehigh Coal and Navigation Company is sustained in part. It is not sustained so far as award IX, relating to discrimination on account of membership in the union, is concerned; but under the general clause of award IV it appears that there has been some discrimination by the said company against a small number of men.

What the motive of the discrimination has been it is impossible to decide, but I am clearly of the opinion, as in the case of Coxe Brothers & Company, that the Lehigh Coal and Navigation Company ought to give preference to all their old men—those employed prior to the strike—who have not been convicted of crime committed during the strike, or are not now under arrest awaiting trial, or are not incompetent, or have not been guilty of misdemeanors to render their employment undesirable. The terms of the submission and the language of the award under it make this conclusion inevitable.

CARROLL D. WRIGHT.

Washington, September 2, 1903.

#### GRIEVANCE. NO 62.

To the Board of Conciliation, appointed under the award of The Anthracite Strike Commission.

Gentlemen: The undersigned, contractors who have been for a number of years employed in the anthracite regions in the business of driving rock tunnels, sinking shafts, and other similar work, complain of the action of their employes, who went on strike about May 16th last, and have not returned to work.

The facts of the case are as follows: Prior to the strike of 1902 we were paying the following rates of wages: Charge men, \$2.75 per day of 10 hours; machine runners, \$2.50; machine helpers, \$2.25; rock loaders, \$2.00; rock unloaders, \$1.80 per day of 10 hours. After the conclusion of that strike, the wages were advanced, an average of over 10 per cent. to the following rates: Charge men, \$3.00 per day; machine runners, \$2.75 per day; machine helpers, \$2.47 per day; rock loaders, \$2.47 per day; rock unloaders, \$2.47. Soon after that strike, the men demanded an 8-hour day, which was granted, and has been continued ever since, and the rates of wages last set forth have been continuously paid to them up to the present time for an 8-hour day.

After the filing of the Strike Commission's report and awards our men demanded an additional increase of 10 per cent. and also demanded that they should be paid the additional 10 per cent. from the last day of November 1902. If our employes can be in any respect considered within the terms of the Commission's award, we feel that they certainly cannot be entitled to the additional 10 per cent.

which they now ask. By the express terms of the award, the 10 per cent. advance to men working by the day was granted for the reason that they had been working upon a 10-hour day, and the Commission concluded they were entitled to a 9-hour day, and to compensate them for the additional hour which they had worked from November 1st, the companies were directed to make this additional payment of 10 per cent. upon the wages which they had earned during that period. Inasmuch as our men had been working from November 1st on an 8-hour day, the reason of this award entirely failed, and if these men are within the terms of the award, instead of receiving an additional 10 per cent., they should pay back to us 10 per cent. of what they have received since November 1st, and should immediately go on a 9-hour day.

As you will readily see on examination of the rates of wages above quoted, they are very much higher than paid by the operators to men employed by them in similar work. Most of the men who left us on the strike have gone to work for other companies, and are now receiving less pay for a 9-hour day than we were giving them for an 8-hour day.

The number of men who left us were employed by Mr. Roderick and about 20 employed by Mr. Bowen. We think that your Honorable Board should make an interpretation of the Commission's award in accordance with our contention as herein set forth, and should declare that the strike of our employes was unjustified and in contravention of the express terms of the Commission's award, and that you should either direct them to return to work at the rates previously paid, or take steps to assist us in procuring other persons to take their places.

Very respectfully,  
 JOHN BOWEN,  
 RICHARD RODERICK.

#### ACTION.

The Board of Conciliation disagreed upon this grievance, and, at a meeting held in Pottsville on August 6th adopted a resolution requesting the appointment of an Umpire.

Hon. George Gray, Judge of the Third Judicial Circuit of the

United States, appointed Hon. Carroll D. Wright, Commissioner of Labor, Washington, D. C., as Umpire.

Following is the decision rendered:

CASE NO. 62, in re petition John Bowen and Richard Roderick, contractors, complaining of the action of their employes under the award of the Anthracite Coal Strike Commission,

#### DECISION OF UMPIRE.

John Bowen and Richard Roderick, contractors, state that they have been for a number of years employed in the anthracite regions in the business of driving rock and tunnels, sinking shafts, and other similar work, and they complain of the action of their employes, who went on strike about May 16 last and have not returned to work. They also state that after the conclusion of the strike of 1902 the wages of their men were advanced, on an average, over 10 per cent. and that after the filing of the Strike Commission's report and awards their men demanded an additional increase of 10 per cent., and also, that they should be paid the additional 10 per cent. from the 1st day of November 1902. They say that if their employes can be in any respect considered within the terms of the Commission's award, they feel that they certainly cannot be entitled to the additional 10 per cent. which they now ask. They assert that the number of men who left them was sixty employed by Mr. Roderick and about twenty employed by Mr. Bowen.

The petitioners ask for an interpretation of the Commission's award, and, further, that the Board of Conciliation should either direct their men to return to work at the rates paid before the strike or take steps to assist them in procuring other persons to take their places.

The Board of Conciliation, when considering the petition of Messrs. Bowen and Roderick, had before them the following resolution:

Resolved, by the Board of Conciliation that men employed as rock men by contractors sinking shafts, driving tunnels, etc., are not among the employes affected by the award of the Anthracite Coal Strike Commission.

This motion was lost, and the case was therefore referred to the umpire.

The only question involve in this case is whether contractors engaged in sinking shafts, removing rock, etc., and their employes come under the award of the Anthracite Coal Strike Commission.

In connection with, or rather supplemental to, the petition of Messrs. Roderick and Bowen, various employes of contractors filed petitions with the Board of Conciliation for the increased compensation awarded by the Anthracite Coal Strike Commission to the employes of the coal operators. Their case depends entirely upon the decision relative to the status of the contractors themselves.

At the hearing before the umpire Aug. 26, 1903 it was unanimously agreed by all members of the Board of Conciliation that the contractors involved in this case are entirely independent of the operators. The operators advertise for bids for the removal of rock, etc., and then from among the bidders they select a contractor, an agreement being entered into that the work shall be performed at the price stated in the bid. These contractors then hire such men as they please and pay them such wages as they please, without reference to the operators in any sense.

At the hearing referred to all the members of the Board of Conciliation agreed that these contractors were not in any way parties to the submission to the Anthracite Coal Strike Commission; that they did not sign such submission nor any agreement to abide by it. It was also agreed that these contractors occupy the same relations to the coal operators that a contractor for the erection of a breaker occupies; and, further, that these relations have continued for a long time; that this particular position of these contractors is not a new one at all — that is, it is not claimed or shown that there has been any attempt on the part of the operators to make these particular men contractors in order to avoid the terms or provisions of the award of the Anthracite Coal Strike Commission. It was shown that written contracts existed between contractors and operators, and that the men given the contract and the price on which contractors do work depend solely on their bids as accepted by the operators.

It was also shown at the hearing that some of the contractors and their employes are in receipt of 10 per cent. advance of their former wages through voluntary and mutual agreement. Some operators have voluntarily added  $7\frac{1}{2}$  per cent. to the price agreed upon as a result of the bid, and the contractors affected have paid an increase to their employes. There has been some such increase by stripping contractors upon voluntary and mutual agreements; but all this had nothing whatever to do with the operators, parties to the contracts involved.

The petition of the employes of some of these rock contractors is based on the fact that the Anthracite Coal Strike

Commission made an award granting an increased compensation to what are known as contract miners. They therefore reason from analogy that contract rockmen should also have an increase; but the contract miners are employes of the operators, the operators fixing the price at which they work, while the contractors for the removal of rock are in no sense employes of the operators. In regard to the miners' laborers, the Commission left it entirely to the miners to do justice to them. This was because the miners' laborers are not the employes of the operators, but of the miners themselves.

In considering this analogy the umpire asked the Board whether the employes of the rock contractors received an amount or specific wages per day, and it was agreed that they received specific day wages. It was also agreed that the operator can take no action whatever relative to the wages paid by the rock contractor; that he could not interfere at all, which position was agreed to by all the members of the Board.

It is therefore decided that contractors driving rock and tunnels, sinking shafts, and other similar work, not being parties to the submission, nor having agreed to abide by the awards of the Anthracite Coal Strike Commission, are not parties under the award and have no standing before the Board of Conciliation, and that their employes are not among those employes affected by the award of the Anthracite Coal Strike Commission.

CARROLL D. WRIGHT.

WASHINGTON, Sept. 4, 1903.

GRIEVANCE NO. 45.

P. & R. C. & I. Co.

SOUTH GOOD SPRING COLLIERY, May 7th, 1903.

To the Board of Conciliation.

Gentlemen: The following grievance respectfully submitted for your consideration, statement of Mr. William Mowrey.

There were fourteen discharged for quitting at 2 P. M. on Saturday, which is the time we always quit for nine hours. We all reported again on Monday morning when John Behney and myself went to see the foreman, he (foreman) told us just as soon as we promise not to interfere with his drivers we could go to work. We denied this charge. He then accused me, WILLIAM MOWREY, as being the very one. In answer I said any man who said he could prove I interfered with

the drivers is a liar. He then said that he could prove it. I told him to do so, and he called the driver. The driver then said he quit of his own accord. The men standing around laughed. He said, "You are doing nothing but trying to make a fool out of me." In reply I said, if I am not mistaken you are doing that yourself. He said, doing what; I said making a fool out of yourself. The men laughed. He then in his rage told me to "go home, as you have too much to say." He then told the men to go down to work; no one responded; all seemed eager to go home; so I then told them to go to work, to not stop the colliery for my sake, as there was another way to settle this trouble. I asked him since for work, and he said he had no work.

The above by letter to John Fahy.

#### ACTION.

The Board of Conciliation disagreed upon this grievance and at a meeting held in Pottsville on August 20th, decided to request Hon. Carroll D. Wright to pass upon this grievance along with the others in his hands.

Following is the decision rendered:

CASE NO. 45. In re grievance of William Mowery against Philadelphia & Reading Coal and Iron Company.

#### DECISION OF UMPIRE.

William Mowery, a starter in the employ of the Philadelphia & Reading Coal and Iron Company, states that fourteen men were discharged for quitting at 2 P. M. on Saturday; that they all reported again on Monday morning, when he, with John Behney, went to see the foreman, and he recites that the foreman told them that as soon as they promised not to interfere with the drivers they could go to work. Mowery and Behney denied this charge, and Mowery alleges that the foreman then accused him (Mowery) as being the very one to blame and that in reply he (Mowery) said that "Any man who asserted that he interfered with drivers was a liar, and that he could prove it;" that thereupon the driver said that he quit of his own accord. Words followed, and in a moment of temper Mowery was told that he had no work, and Mowery states that since that time he has asked for work and has received none.

Mr. Louis Lorenz, inside foreman at the Good Spring Colliery, where the altercation referred to occurred, states that

he told Mowery that unless he and the men performed a fair day's work they could not expect employment at that colliery; that Mowery and one Shomper then walked back to the turnout, where Mowery told the bottom driver to take his mule to the stable so soon as he pulled the loaded trip on the bottom. This was on Saturday, April 11, 1903. Mr. Lorenz states that on the following Monday morning the men involved came to him and inquired about getting down to their work; that he said yes, on condition that they worked reasonable hours and did not interfere with any other workmen at the colliery; that to Mowery he said, "You must understand you will not be permitted to interfere with other workmen," to which he insists Mowery replied that "any one who said he had done so was a damned liar;" that he then told Mowery he could not work at the colliery, and that Mowery replied he did not care a damn whether he worked for him or not.

There seems to be some discrepancy as to the exact of state affairs. Mowery testifies that he was not discharged on account of his membership in a labor organization, and this statement is sustained. Statements have also been filed concurring with Mowery's account of the affair, while two men—William Underkoffler and Frank Scheib—have made affidavits that William Mowery did say to the driver: "Snappie, put your mule in the stable."

It is perfectly evident from the statements of all parties, principal and witnesses in this case, that there was no infringement of Award IX of the Anthracite Coal Strike Commission, relating to discrimination on account of membership or non-membership in a labor organization, and so far as that award is concerned the petition of William Mowery against the Philadelphia & Reading Coal and Iron Company cannot be sustained.

The case, however, reaches further than Award IX and comes under the general clause of Award IV, relating to any grievance or any matter affecting the relation of employer and employed. So if Mowery's case has any standing, it is on the allegation that he has been unjustly discharged, and therefore has a grievance against the employing company.

Taking all the evidence into consideration, and the statement of his representatives on the Board of Conciliation that Mowery was not without fault in the matter, this view of the case cannot be sustained.

This ruling involves the whole question of the right of men to quit and the right of the employer to discharge. The Anthracite Coal Strike Commission, in its treatment of the union, made the following statement: "The union must not undertake to assume, or to interfere with, the management of

the business of the employer." In some of the contracts made by the United Mine Workers of America with bituminous operators there occurs this clause: "The right to hire and discharge, the management of the mine, and the direction of the working force, are vested exclusively in the operator, and the United Mine Workers of America shall not abridge this right. 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 United Mine Workers of America."

The courts of this country without exception, so far as known by the umpire, have held that the right to employ and discharge rests with the employer and that this right cannot be questioned, and the courts have held, furthermore, that the right of any man to quit work when he pleases and for such reasons he may feel are adequate must be sustained.

At the hearings before the umpire in New York City August 26, 1903, all the evidence in this case and the discussion as to the right of the employer to discharge and of the employe to quit work were considered. This general question comes before the umpire on account of two motions which were considered by the Anthracite Conciliation Board. Mr. Connell had offered the following:

The right of discharge on the part of an employer, where it is not shown that said discharge was on account of his membership in a labor organization, is not questioned by the Anthracite Coal Strike Commission; therefore, be it

Resolved, That the case of William Mowery against the Philadelphia & Reading Coal and Iron Company be not sustained.

This motion was lost by a tie vote.

Mr. Fahy had offered the following motion:

Resolved by the Board of Conciliation, that the case of William Mowery be sustained and, further, that the right of the employer to discharge for proper cause is not questioned, and it is further agreed that any foreman, boss, or superintendent found imposing unjust conditions on employes shall be called to account and properly disciplined by the company employing him.

This motion was lost by a tie vote, which sent the matter to the umpire.

In answer to a question by the umpire as to the right of employes to leave the employ of the employer, and whether they must give the cause of quitting, or whether they could leave without any statement, Mr. Fahy said: "I do not believe it would be necessary to give cause, but I will say that they

should not as a matter of justice and right quit without giving them proper notification.

The Umpire: The right to leave you adhere to? A. Yes, sir.

The Umpire: If an employe has the right to quit at will, has the employer the right to discharge him?

Mr. Fahy: I do not believe an employe has the right to quit to satisfy a malicious purpose.

The Umpire: And you say the employe is the sole judge of what is the proper cause of quitting. Is the employer the sole judge of the proper cause of discharge?

Mr. Fahy: In this sense: I discharging I do not think it would be proper to discharge men to serve another purpose.

The Umpire: You would not admit that the employe has the right to quit for a malicious cause?

Mr. Fahy: No.

The Umpire: But when either considers it to be his best interest, he has a right?

Mr. Fahy: If he does not use a malicious cause.

There was some division of opinion in the Board of Conciliation whether this general right to discharge was before the Umpire, but it was generally agreed that, if the Umpire was willing and thought the case warranted it, the Board would be glad to have him pass upon it.

Taking the ruling of the Courts, the assertions of the Anthracite Coal Strike Commission, the clauses in the agreements made by and with the United Mine Workers of America, and the admissions of the different members of the Board of Conciliation, whether on one side or the other, there can be no doubt that a man has the right to quit the service of his employer whenever he sees fit, with or without giving any cause, provided he gives proper notice; and that the employer has a perfect right to employ and discharge men in accordance with the conditions of his industry; that he is not obliged to give a cause for discharge, but that he should, as in the reverse case, give proper notice. This right of discharge must therefore be sustained. Any other view of the case would result in compelling men to work for an employer when they did not wish to, and thus enslave them, while, on the other hand, it would compel employers to employ men whether they had work for them or not, and whether the men were incompetent or not, and would thus stagnate business and work to the injury of all other employes.

It should be remembered, however, that in the particular case of the anthracite industry the spirit of the award of the Anthracite Coal Strike Commission should be adhered to. By

the submission all men were to return to work without discrimination on account of membership in the Union, and by the acceptance of the submission the miners and employes of the coal operators agreed to return to work on a certain day and to abide by the decision of the Commission appointed by the President.

While it is impossible to rule that the employer shall not discharge, where such discharge results in oppression, or is in consequence of any personal quarrel, it is the opinion of the Umpire that under the peculiar conditions existing in the anthracite region, and in accordance with the spirit of the submission and the awards of the Anthracite Coal Commission under such submission, every employer ought to consider very carefully all conditions before resorting to discharge.

That in the particular case of William Mowery it would have been better and more judicious if the foreman had kept better control of his temper, and thus have allowed Mowery to have behaved more reasonably. All discharges, as all quitalls, should be made on a reasonable basis. The employer and employe should treat each other with justice, and with a desire to preserve peace. In accordance with Award IV, attempts should be made in all cases to adjust the matter between the employe or employes affected and a superintendent. Such an attempt was not made in this case. To this extent, therefore, there was a violation of Award IV by both the petitioner and the respondent.

CARROLL D. WRIGHT.

Washington, Sept. 4, 1903.

#### GRIEVANCE NO. 83.

To the Board of Conciliation :

Gentlemen : We the undersigned officers of Local Union 490, U. M. W. of A. representing the employes of the Gunton Coal Company of Bernice, Pa., represent ;

That Mr. Gunton notified our committee, (which included T. J. Llewellyn and C. B. Watson), that he would abide by the findings of the Anthracite Coal Strike Commission.

That on this condition the employes remained at work during the sessions of the Commission.

That after the awards of the Commission were made, the Gunton Coal Company refused to grant the same to their employes.

We therefore respectfully ask, that the Board of Conciliation find

that we are entitled to the award of the Anthracite Coal Strike Commission, and that the Company be notified of the same.

We authorize Mr. T. J. Llewellyn to represent us at any hearing of the Board.

Respectfully submitted,

PATRICK WHITE, President,  
CHAS. B. WATSON, Secretary.

CHAS. B. WATSON,  
JAMES HAYNER,  
PATRICK WHITE.

} Committee.

#### ACTION.

PHILADELPHIA, PA., Sept. 15, 1903.

"In reference to complaint of employes of W. B. Gunton, operating the Lykens Drift Mines at Bernice, that he is not paying the advance awarded by the Anthracite Coal Strike Commission ; be it resolved by the Board of Conciliation, that inasmuch as Mr. Gunton, denies that he has agreed to abide by the decision of the said Anthracite Coal Strike Commission, the said Board of Conciliation has no jurisdiction."

#### GRIEVANCE NO. 87.

To the Board of Conciliation :

Gentlemen : The undersigned represents :

That he was employed as a fireman at the Forest City Colliery, of the Hillside Coal & Iron Co., and that he went on strike in 1902 for an eight hour day with the other employes.

That when the strike ended he returned to the colliery and reported for work but was not re-employed in his former position, neither was there any other work given him.

He has since that time been unable to secure employment with the Company.

He respectfully asks that the Board decide that he shall be given employment.

PAT MALIA.

#### ACTION.

PHILADELPHIA, PA., Sept. 16, 1903.

"Resolved by the Board of Conciliation in the case of Pat Malia against the Hillside Coal & Iron Co., at their Forest City Colliery,

that if said Pat Malia is not charged with any over act, we believe the Hillside Coal & Iron Co. should give him employment before any new men are taken on."

POTTSVILLE, PA., Sept. 3, 1903.

Concerning Grievance No. 9, which was decided on July 23rd, 1903, the following resolution was presented and adopted :

"Whereas the Board of Conciliation, at a meeting held at Pottsville on the 23rd day of July 1903, granted to the contract miners laborers employed at the Derringer Colliery of Coxe Brothers & Co., Incorporated, the 10 per cent. advance provided in the Award of the Anthracite Coal Strike Commission;

And whereas, said Coxe Bro's & Co. have granted to the contract laborers of said Derringer Colliery, the said 10 per cent. in compliance with the findings of the Board of Conciliation, and have also granted said laborers the 3 per cent. advance on July prices in compliance with the provisions of the sliding scale of the Award of the Anthracite Coal Strike Commission, thereby making the weekly rate of said laborers \$11.01, and whereas, notwithstanding the above, the money actually received by said contract laborers for the month of August, shows a reduction of 11.1-9per cent. making their wages one cent per day less than said wages were in July; or 19 cents per day less than they should be under the awrd of the Anthracite Coal Strike Commission and the findings of the Board of Conciliation as set forth above; therefore be it,

Resolved, that the Secretary be instructed to write Mr. L. C. Smith, General Manager of said Coxe Brothers & Co., Incorporated, for an explanation of the above."

#### ACTION.

PHILADELPHIA, PA., Sept. 16, 1903.

"In re-grievance No. 9 of contract miners laborers of Coxe Brothers & Co., Incorporated, that they have not participated in the advance in wages due them under the award of the Anthracite Coal Strike Commission ;

Whereas, it appears to the Board of Conciliation that the cause of this grievance is the maintenance by Coxe Brothers & Co., Incor-

porated, of the system under which contract miners are not allowed to select their own laborers :

And whereas, Coxe Brothers & Co., Incorporated, in order to remove this irritation have voluntarily offered to suspend this system and to allow their contract miners to select their own laborers, provided the company retains the right of approval of such selection and the right of discharge for cause as is exercised by other companies :

Therefore be it resolved, that it is the opinion of the Board of Conciliation that this offer of Coxe Brothers & Co. will remove irritation and that the proposed change of system be recommended.

And be it further resolved, that the Board of Conciliation adjudges that the contract miners laborers be paid wages 10 per cent. in excess of the standard rates paid by Coxe Brothers & Co., Incorporated, for this class of work in effect April 1st, 1902."

#### GRIEVANCE NO. 27.

To the Board of Conciliation.

Gentlemen: The following grievance is respectfully submitted for your consideration:

1. Contract Loaders do not receive the ten per cent. awarded by the Strike Commission, now these men, load, drive, and start, they get no benefit whatever from the Commission.
2. Engineers at the water hoist do not get the ten per cent. awarded by the Strike Commission.
3. The top men at shaft work twelve hours per shift.
4. Three timbermen were discharged for refusing to work the nine hours on Saturday, and on that account they cannot get work at the Colliery.
5. The contract timbermen do not get the ten per cent. increase, awarded by the Strike Commission.
6. Reduced coal hoist engineers from \$60.00 to \$55.00 and when engineer refused to accept reduction he was discharged.
7. Top man was reduced from \$8.50 per week to \$7.50 per week.
8. This company asked the men to work nine hours on April 4th, and this was the first time for about eight years that this company tried to work more than five hours on Saturday. Letters to John Fahy, under dates of April 14th, 16th, May 4th, and 19th. The above grievance is from Susquehanna Coal Co.

## ACTION.

NEW YORK, Aug. 27, 1903.

- Section 4. Discharged timber men grievance. Withdrawn.  
 Section 5. Complaint of contract timber men not getting ten per cent. increase. Withdrawn.  
 Section 6. Complaint of engineers that their wages were reduced. Withdrawn.  
 Section 7. Complaint of reduction by topmen. Withdrawn.  
 Section 8. Complaint of company men regarding hours of labor. Withdrawn.

PHILADELPHIA, PA., Sept. 16, 1903.

Section 1. In re grievance No. 27 contract loaders of Wm. Penn Colliery of Susq. Coal Co.

Resolved by the Board of Conciliation that grievance No. 27, as it concerns contract loaders at Wm. Penn Colliery of the Susq. Coal Co., be sustained; and it is adjudged that contract loaders are entitled to the ten per cent. increase in wages awarded by the Anthracite Coal Strike Commission.

WILKES-BARRE, PA., Sept. 30, 1903.

- Section 2. Complaint of water hoist engineers. Withdrawn.  
 Section 3. Complaint of topmen that they work twelve hours per shift. Withdrawn.

## GRIEVANCE NO. 90.

To the Board of Conciliation:

Gentlemen: The undersigned officers of Local Union 1700, representing the Contract miners of the Forest City Colliery of the Hillside Coal & Iron Co. represent:

That J. W. Jones was an employe of the Company previous to the Strike, and that after the ending of the Strike he was not allowed to return to work, the cause for such action being unknown.

That the Contract miners elected the said J. W. Jones as their Check-Weighman.

That the Company discharged him after he had served but four hours in the position, and refused to allow him on the premises.

That the miners were forced to elect another Check-Weighman.

We respectfully request that the Company be requested by the Board of Conciliation, to furnish work for Mr. Jones instead of the work they deprived him of.

Respectfully submitted,  
 E. B. EDWARDS, President,  
 ED. A. LLOYD, Secretary,  
 JOHN W. JONES.

FOREST CITY, July 8, 1903.

## ACTION.

PHILADELPHIA, PA., Sept. 16, 1903.

"Resolved that in line with the decision of Umpire Wright, Grievance No. 90, requesting the Board of Conciliation to ask the Hillside Coal & Iron Co., to furnish work for J. W. Jones, be not sustained."

## GRIEVANCE NO. 93.

To the Board of Conciliation:

Gentlemen: The undersigned represents:

*First:* That he was an employe of the D. & H. Company in the Grassy Island Slope, Olyphant, previous to the strike in 1902.

That since the ending of the strike he has been refused work again, and no reason given him for the same. New men have been continually hired since the strike.

Respectfully,  
 PETER INGOLDSBY.

*Second:* The undersigned was an employe of the D. & H. Company mines, Olyphant. Supt. Wm. Bennett informed me that the union has given them too much trouble, and me being one of the officers of the said union, he came to the conclusion he would lay me off. I have asked him to reinstate me and he refused to do so, and put a man in my place.

Respectfully,  
 WM. HILL.

*Third:* The undersigned was discharged for acting on a committee last November, and has got no work since. Mr. D. E. Lewis, mine foreman, discharged me for acting on said committee.

Respectfully,  
 GEORGE J. WEBB.

*Fourth:* The undersigned was one of a committee appointed to go and see men who were working in William Hill and Peter Ingoldsby places, to try and get them to stop working in another man's place; the next morning I was told that my cars was stopped. I asked the Mine Boss when I could have my cars back, and he told me I would have to go and see higher authority and find out. I have not worked since.

Respectfully,  
 JOHN PETERSON.

"The Board being informed that Peter Ingoldsby was now employed, his part in the complaint was withdrawn.



## GRIEVANCE NO. 95.

To the Board of Conciliation :

Gentlemen : I was a Contract miner at the Grassy Island shaft of the D. & H. Company at Olyphant and worked for handed in the pillars on shares with George Boberts.

We both went on strike with the rest of the miners in May 1902. When the strike ended my partner was allowed to return to work but I was kept idle.

The mine foreman, Mr. David Lewis, when asked why I was stopped, said that he did not know why. I then asked Supt. Bennett why I was not allowed to go to work, and he said that they had too many men.

I then went to Superintendent Rose concerning the matter, but received no satisfaction from him, except that he referred me again to Mr. Bennett. Two months ago another man was given work in my place along with George Boberts.

I am still idle and feel that I have been unjustly dealt with, and earnestly request the Board of Conciliation to request the D. & H. Company to give me employment as a miner.

Respectfully submitted,

S. W. JANE.

ACTION

PHILADELPHIA, PA., Sept. 16, 1903.

" In re grievances No's. 93 and 95 against the D. & H. Company.

Resolved by the Board of Conciliation that the grievance of Wm. Hill, George C. Webb, John Peterson and S. W. Jane be not sustained and the Board recommends to the men that they accept the offer of the company to give them work at some of their other collieries, and be it further resolved that the Board of Conciliation ask the D. & H. Company to give these men employment at the nearest colliery to their homes."

## GRIEVANCE NO. 26.

To the Board of Conciliation :

Gentlemen : The following grievance is respectfully submitted for your consideration :

The employes of Royal Oak Colliery, located at Shamokin, say that the Llewellyn Coal Company, now operating said colliery, are not

paying the advance awarded by the Commission to all its contract miners. That the prices paid in April 1902 remain the same without any percentage for wages earned since April 1st, 1903. And they believe that they are entitled to back pay between November 1st, 1902 and April 1st, 1903, for which they have not been paid on wages earned during that time.

Above grievance submitted to President John Fahy, May 4th 1903.

## GRIEVANCE NO. 28.

To the Board of Conciliation :

Gentlemen : The following grievance is respectfully submitted for your consideration :

Slattery Bros. refuses to pay the back money due their employes from the award of the Committee.

The ten per cent. awarded by the Commission is only paid to part of the miners.

And those who do receive ten per cent. are only paid on net earnings instead of gross. Letter to John Fahy under date of June 13th, 1903. Slattery Bros., Tuscarora.

ACTION.

PHILADELPHIA, PA., Sept. 16, 1903.

" In re grievance No. 26, against Llewellyn Mining Co., and 28 against Slattery Bros.

Resolved by the Board of Conciliation, that inasmuch as these companies are not parties to the submission, the Board of Conciliation considers that it has no jurisdiction.

## GRIEVANCE NO. 61.

To the Board of Conciliation :

Gentlemen : The undersigned employes of the L. C. & N. Co. respectfully represent :

*First :* That since the award of the Anthracite Coal Strike Commission the Lehigh Coal and Navigation Company have not paid or granted their miscellaneous employes or the men engaged in handling coal around their collieries the short work-day.

*Second :* We believe the above to be unjust and contrary to the

awards of the Commission; and that the 10 per cent. increase, that was granted to all others from November 1st, 1902 until April 1st, 1903 should be paid to those employes of the aforesaid Company:— We therefore request your Honorable Board to direct the said Company to pay us the 10 per cent. increase, awarded by the Anthracite Coal Strike Commission since November 1st, 1902.

Respectfully submitted,

ROBERT FOSTER,  
JOSEPH SPRAWL,  
JOHN RENE,  
FRANK SPRAWL.

ACTION.

PHILADELPHIA, PA., Sept. 16, 1903.

“In re-grievance No. 61 against the Lehigh Coal and Navigation Company:

Resolved by the Board of Conciliation that inasmuch as the employes of the Railroad department are not among those included in award of the Anthracite Coal Strike Commission, said grievance be not sustained.”

GRIEVANCE NO. 73.

BROAD MOUNTAIN, PA., Aug. 14, 1903.

To the Board of Conciliation.

Gentlemen: I was employed at the St. Clair Coal Company's Colliery for about three years until May 9th, 1903, when I was struck on the jaw by Henry Sewall, the machinist boss at the colliery, at about 8 o'clock in the evening. We had an argument shortly before it happened, and when I stooped to pick up a pipe, he struck me, fracturing my jaw, which kept me idle for seven weeks.

When I was ready to work again, I went to Mr. Foulks, the outside foreman, and told him I was ready to work again, when he told me in the presence of Mr. Smythe, the Superintendent, that I could not go back to work again until I would settle the law suit which I had against Sewall. This I refused to do. They say they have no other reason for discharging me but this.

Respectfully submitted,

JOHN S. MAHONEY.

ACTION.

WILKES-BARRE, PA., Sept. 30, 1903.

Grievance No. 73 and 82 were withdrawn by the complainants.

GRIEVANCE NO. 74.

To the Board of Conciliation.

Gentlemen: The following grievance is respectfully submitted:

I was employed at the Williamstown Colliery, “the same belonging to the Summit Branch Mining Company,” for a period of twenty years up to the strike of 1903, doing most any and all kinds of work, such as loading, driving, laboring and mining.

Since the strike I have failed to get employment, having asked the Foreman, Mr. Michael Golden, and the Assistant Foreman, Mr. Thomas Bond, time and again for any kind of work. But they always told me they have no work for me yet, and that I took an active part in the strike.

But at the same they employ other people almost daily, and being an old citizen in the town, they are not treating me fair and just.

Hoping your Honorable Board will look up my case and consider my grievance if you will see fit, and by doing so you will greatly oblige.

Respectfully Yours,

CHARLES L. WITNER.

ACTION.

WILKES-BARRE, PA., Sept. 30, 1903.

Grievance No. 74 was withdrawn by the complainant.

GRIEVANCE NO. 85

WILKES-BARRE, PA., Aug. 10, 1903.

To the Board of Conciliation:

Gentlemen: The undersigned was employed as a fan engineer for the D. L. & W. Coal Co., at the Bliss Mine in the village of Rhone prior to the strike of 1902.

After the strike took place the the fan engine which I was running was ordered stopped by the Superintendent, and I was ordered to continue watching the engine house and machinery, which I did until every union man went on strike and I joined the strikers' ranks.

I do not know that I took any prominent part in the strike, and if I did I would consider that Americanism and the duty of every man to assert his rights as a citizen of the United States. When I joined the ranks of the strikers, my partner was sent home because not being a citizen he could not be a coal and iron policeman.

There was no one put in my place until the operators and miners agreed to arbitration.

While the miners were in the Convention which declared the strike off, a man worked as fireman before and through the strike, was put in the position I had held as fan engineer.

When I applied for my position I was told that there was a man in my place. I telephoned to Superintendent Carey on the afternoon the strike was declared off, asking if my position was open for me to report for work; he said I guess not, placing the blame on his superior.

After that date and until May 26, I applied to every coal company and railroad company, from Parsons to and including Nanticoke, for work. They would ask the name, and usually the answer was no.

Now, gentlemen, what I wish this body to do, is to request the D., L. & W. Coal Co. Superintendent at Bliss Mine to remove the man holding my place and place me in the same.

The statements herein contained can be corroborated by a large number of people in the vicinity of the mine, and can hardly be denied by Superintendent Thomas E. Carey.

Respectfully yours,

FRANK CANNON.

ACTION.

WILKES-BARRE, PA., Sept. 30, 1903.

Resolved by the Board of Conciliation that Grievance No. 85, Frank Cannon against the D., L. & W. Railroad Company, be not sustained.

#### GRIEVANCE NO. 11.

To the Board of Conciliation.

The undersigned committee, representing the engineers employed at the Hazle Brook Colliery of J. S. Wentz & Company, respectfully represent:

*First:* That previous to April 1, 1903, they were paid on a basis of a ten-hour day with a minimum wage of .1369 cents per hour; that said system contemplated the working of one hundred and fifty hours every two weeks; that their pay under said system, as a minimum, was \$20 every two weeks.

*Second:* That on April 1, 1903, the aforesaid company added to said hourly rate of .1369, an increase of ten per cent., making said hourly rate .1460 per hour.

*Third:* That the said Company on said date put your petitioners on a nine-hour per day basis in compliance with the Award of the Anthracite Coal Strike Commission; that the said Company failed to pay them the same rate per day as they formerly received in violation of

Section II of the said award, reading as follows: "and that from and after April 1, 1903, and during the life of this award, they shall be paid on a basis of a nine-hour day, *receiving therefor the same wages as were paid in April, 1902, for a ten-hour day.*"

*Fourth:* That your petitioners have exhausted the means of relief as provided in rule I of the Rules of the Conciliation Board, and therefore prays your Honorable Board to direct said Company to pay the same wages formerly received by your petitioners.

Respectfully submitted,

T. C. BECKER,  
AUGUST BECKER } Committee.

ACTION.

WILKES-BARRE, PA., Sept. 16, 1903.

In re grievance No. 11. Complaint of engineers employed at Hazle Brook Colliery of J. S. Wentz & Company:

Whereas, it was admitted by both parties that the time regularly worked by these men, except in case of emergency, was 312 days of ten hours in each year.

Therefore, be it resolved by the Board of Conciliation, that the proper method of computing the hourly rate awarded by the Anthracite Coal Strike Commission, is to increase by 11 1-9 per cent. the hourly rate derived from the old monthly rate by using as a basis 3120 hours worked during the year.

#### GRIEVANCE NO. 7.

To the Board of Conciliation.

The undersigned committee, representing the contract miners of the Silver Brook Collieries of the Silver Brook Coal Co., respectfully represent:

*First:* That after the strike of 1903 they were granted an increase of ten per cent.; that said increase was based on a ten per cent. increase on the gross earnings after deduction had been made for powder at the full rate with an allowance of \$1.25 for each keg of powder.

*Second:* That since April 1st, 1903, the above system of payment had been changed; that contract miners are now paid an increase of two and one-half per cent. and ten per cent. on the standard rates for coal, gangways, yardage, etc., as they existed in 1900; that said system operates to the great loss of your petitioners, and is unfair and unjust; that if said company wishes to make the increase on the rates for coal, gangways, yardage and other standard rates as they existed in 1900, said increase should be on a basis of ten per cent. and ten per cent. as provided in the settlement of the strike of 1900 and the award of the Anthracite Coal Strike Commission.

*Third:* That your petitioners have exhausted the means of relief set forth in Rule I of the Rules of the Conciliation Board, and have received no relief, and they therefore pray your Honorable Board to take such action as will give them the benefit of the two increases as set forth above.

Respectfully submitted,

NEAL FERRY,  
JOHN GALLAGHER. } Committee.

### ACTION.

WILKES-BARRE, PA. Sept., 30th, 1903.

Resolved, that the 10 per cent. Award of the Anthracite Coal Strike Commission be applied to the prices per car, per yard, and allowances as existed in April, 1902, as provided by the Award of the said Anthracite Coal Strike Commission, to all contract miners employed by J. S. Wentz & Co., and that the adjustment in method of pay practised by said company since 1900 and up to April 1903 be continued.

Resolved, that the petition of miners of Silver Brook Colliery be made applicable to contract miners working at Silver Brook and for J. S. Wentz & Co., and that the contention of said contract miners in said petition be sustained.

### GRIEVANCE NO. 82.

MAHANAY CITY, PA., August 3rd, 1903.

To the Board of Conciliation :

Gentlemen : I submit the following to your Honorable Body for consideration :

I have been working at the Primrose Colliery, L. V. C. Co., at Mahanoy City, for six years ; in that time, only lost four or five days, through my own fault, yet I was discharged for losing time, but I claim that I can prove it was because I had a good job, and the boss, Mr. James O'Donnell, wanted to give this job to some friend.

On Thursday, July 30th, I went to the foreman, James O'Donnell in regard to getting work back, he said if I promised not to attend any Local Union meeting of the Mine Workers, he would give me my job, this I refused to do.

Respectfully yours,

GEORGE BALL.

### ACTION.

WILKES-BARRE, PA., Sept. 30th, 1903.

Grievance No. 73 and 82 were withdrawn by the complainants.

### GRIEVANCE NO. 68.

To the Board of Conciliation :

Gentlemen : The following grievance is respectfully submitted :

Joseph Smith employed as blacksmith at Packer No. 5 Colliery complains that he is not given the benefits due him as awarded by the Strike Commission.

"Prior to the strike he was employed as head blacksmith and examining the ropes, for which he was paid \$13.00 per week, and since the strike he is being paid \$12.00 for doing the same work.

"When he received his first statement showing a reduction in price for this work he told the boss that there was a mistake, and the boss told him it was a mistake, and that he would make it right the next two weeks ; which he did not do, but again promised to make it all right.

Mr. Smith then visited James Clark, of the Executive Board, relative to the matter, and Mr. Clark advised Mr. Smith to again see the boss and get from him a decided answer as to whether or not he would make his promise good, and the boss told him he was to receive no more than \$12.00 per week.

"This is \$1.00 per week less than he received before the strike. Mr. Smith requests that he be given the wages due him as per the award of the Commission, together with the amount of back money which was not given because of his being reduced in wages. Per request of Mr. Smith through Mr. Clark communicating the same to John Fahy.

### ACTION.

WILKES-BARRE, PA., Sept. 30, 1903.

In re-grievance No. 68, Joseph Smith, blacksmith, Packer No. 5 Colliery of the Lehigh Valley Coal Company :

Resolved, by the Board of Conciliation, that inasmuch as this grievance, relative to wages, has been satisfactorily adjusted, said grievance is withdrawn.

### GRIEVANCE NO. 30.

To the Board of Conciliation :

Gentlemen : The following grievance is respectfully submitted :

That the contract Timber Cutters have not been granted the rates

and allowances granted them under the award of the Commission. *To wit*, that they have not been paid the back money nor the advance as provided for by such award.

Above by letter to John Fahy, Schuylkill Region.

May 29th, 1903.

ACTION.

WILKES-BARRE, PA., Sept. 30th, 1903.

Grievance No. 30 was settled by Mr. Luther agreeing to pay the timber cutters according to their petition.