WORK

OF THE

Board of Conciliation

APPOINTED BY

The Anthracite Coal Strike Commission

For Three Years
Ending March 31, 1906

1908
Record Union Label Press
Wilkes-Barre, Pa.

Members of Board of Conciliation

For Three Years, Ending March 31st, 1906

Operators

HON. W. L. CONNELL, President
Scranton, Pa.

MR. S. D. WARRINER, Treasurer
Wilkes-Barre, Pa.

MR. R. C. LUTHER (Deceased)
Pottsville, Pa.

MR. W. J. RICHARDS
Pottsville, Pa.

Miners

MR. JOHN FAHY, Secretary
Shamokin, Pa.

HON. T. D. NICHOLS

MR. W. H. DETTREY (Succeeded by Mr. McElhenney)
Hazleton, Pa.

MR. JOHN F. McELHENNEY
Hazleton, Pa.

INDEX TO GRIEVANCES.

GRIEVANCE NO. 1.

Certain Employees Hazle Brook Colliery vs. J. S. Wentz & Company.

To the Board of Conciliation:

The undersigned committee, representing the employees 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. 2.

Certain Employees vs. Coxe Bros. & Company.

To the Board of Conciliation:

The undersigned committee, representing the employees of Coxe 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 employees 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 Coxe 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. 3.

Contract Miners Hazleton Mine Colliery vs. Lehigh Valley Coal Company.

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 Strike Commission.

Second: That they have always erected said platforms in a workmanlike 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: 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 method 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,
Committee.

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. 4.

Contract Miners vs. Coxe Brothers & Company.

To the Board of Conciliation:

The contract miners of the Tomhicken, Derringer and Gowen Collieries of Coxe Brothers & Company, Incorporated, respectfully submit the following to 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 Brothers & 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 informed 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 that 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 colliery 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 Bros. & 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 & Company, 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 Commisson.

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 employee."

GRIEVANCE NO. 5.

Stripping Employees vs. Coxe Brothers & Company.

To the Board of Conciliation:

The undersigned committee, representing the stripping employees of the Buck Mountain Colliery of Coxe Brothers & Company, 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 & Company, 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 nine-hour day as provided in the award of the Anthracite Coal Strike Commission.

Respectfully submitted,

JOHN MALCHITZKI,
JOSEPH HARRIS,
CHAS. MCGULL,
Committee.

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. 6.

Certain Firemen vs. Lehigh Valley Coal Co.

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 Davis of the Lehigh Coal Company and requested your petitioners be granted the benefit of the above award; that said request was refused by Supt. Davis; 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 them a proportionate rate per

hour for each of the hours worked daily in excess of the eight hours provided as a day's labor by the award of the Commission.

Respectfully submitted,

HENRY MILLER.
JACOB KOCHER.

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. 7.

Contract Miners vs. Silver Brook Coal Company.

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. 30, 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 & Company, 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. 8.

Certain Employees vs. Coxe Brothers & Company.

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 employees 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 employees 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 of Coxe Brothers & Co., Incorporated.

Dear Sir:—We, the employees 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 of work and wages similar held by them prior to May 12, 1902. And provided further, that all employees 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 employees 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 that we are unjustly discriminated against by the said Coxe Brothers & Co.; that the action of the said

Coxe Brothers & Company in our case is a violation of the agreement upon which their employees 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 employee 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 KAUSCHNIK, JR.,
TIM MALONEY,
JOHN FARARA,
HARRY BROSIUS,
JOE PITEMIER,
PETER BRUGGER,
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 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. 8:

CASE NO. 8 in re discriminated employees of Coxe Brothers & Company, being the petition of certain former employees 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 employees, 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 November 25, 1902, as follows:

We, the employees 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 place machinery has taken. All men arrested for violation of the 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 employees 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 Kudlick, Mining Engineer and Superintendent of Coxe Brothers & Company.

The petitioners claim that in accordance with this agreement the employees 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 employees 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 employees that there were three classes objectionable to them: First, those who had constantly interferred 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 employees 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 December 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 December 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 employees 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 & Company to re-employing such men as applied prior to December 2, 1902, or to re-employing such of their former employees 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 had 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 employees 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 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 committe—that is, to the Conciliation Board which has referred this case to me as Umpire. This petition against 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 Commision is not solely carried 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 discrimination 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.

CARROL D. WRIGHT.

Washington, D. C., September 3, 1903.

GRIEVANCE NO. 9.

Certain Employees vs. Coxe Brothers & Company.

To the Board of Conciliation:

Your petitioners, the undersigned employees 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 Collieries 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 Collieries, 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 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 and 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. 10.

Certain Employees vs. Lehigh Coal & Navigation Company.

To the Board of Conciliation:

Your petitioners, the undersigned for employees 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, with a vast majority of the other employees of said

company, went on strike and remained out until the day set for the resumption of work by the Wilkes-Barre Convention (October 23d, 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 & 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 said company in refusing so large a number of their former employees 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. Zehner, Superintendent of said company, of the discrimination practised against your petitioners; that said committee called on Mr. Zehner 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 employees.

It is our intention to give work to as many of our employees 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 employees 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 demage to the company's property or injury to it and its loyal employees at work during the strike we shall be glad to take back: However, a limited number of our former employees, 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 employees, 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 employees 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 employees of the Lehigh Coal and

Navigation Company; that said employees again demanded reinstatement of your petitioner and received the following reply:

LANSFORD, PA., November 14, 1902.

MR. JOHN MCELHENNY AND OTHERS,
Committee of Former Employees,
Coal Dale, Pa.

Dear Sir: I have your communication of the 10th inst. This company intends to reinstate all of its old employees, 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 employees, 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 up receipt of the above it was decided by the employees of said company to remain at work and use every effort to secure the reinstatement of the discriminated employees.

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 that 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. MCELHENNY,
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 employees 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 the 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 employees of the Lehigh Coal and Navigation Company were not within its jurisdiction, but after considering the testimony and the adoption of a motion reciting "that the Board of Conciliation has failed to agree upon the question of the discriminated employees 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 employees 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 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 ought not 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. 11.

Certain Engineers vs. J. S. Wentz & Company.

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 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 pray 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., September 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 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. 12.

Thomas Holland vs. Coxe Brothers & Company.

To the Board of Conciliation:

The undersigned, a fireman lately employed at the Stockton Colliery of Coxe Brothers & Company, 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 an eight-hour day as provided in the following section of said award:

"The Commission adjudges and awards: That the 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 employees as may have died since November 1st, 1902; and from and after April 1st, 1903, and during the life of the award, they shall have eight-hour shifts, with the same wages per day, week, or month as were paid in each position in April, 1902.

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 the same be complied with. "The Commission adjudges and awards, beginning April 1, 1903, all firemen shall have eight-hour 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. Thomas 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 an eight-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 an 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 & Company, under the award of Anthracite Coal Strike Commission, he is entitled to payment based upon an eight-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 per hour.

GRIEVANCE NO. 13.

Company Men vs. Van Winkle Estate.

To the Board of Conciliation:

The undersigned committee, representing the company men employed at the Coleraine Colliery of the Van Winkle Estate, beg to submit the following to your consideration:

First: That for many years it has been the custom at said colliery to work from seven a. m. to four-thirty p. m., with one-half hour off at noon for dinner.

Second: That the nature of their employment is such as to make it very disagreeable and injurious to health for them to remain in the mines with wet clothing on for any lengthy period of time.

Third: That after April 1st, 1903, they requested the Van Winkle Estate to give to them an eight-hour day in accordance with the spirit of the award of the Anthracite Coal Strike Commission, as set forth in the report of said Commission, reading as follows:

"The Commission thinks it just, therefore, that a reduction in time as to these employees should be met, and a careful consideration of all the facts bearing upon the situation has brought it to the conclusion, that a reduction in the hours of labor from ten to nine would be fair to employee and employer. This would give the employees whom we are now considering practically a wage increase of 11 1-9 per cent., etc., etc."

Fourth: That said request was refused by the Van Winkle Estate.

Fifth: That we believe that we are justly entitled to a reduction in the hours of labor or a proportionate increase in pay as provided in the award of said Commission quoted in Section III of this petition that under present conditions we receive no benefit from said award.

Sixth: That we have brought this matter to the attention of the foreman directly in charge of said mine, in compliance with the rules adopted by the Board of Conciliation; that the superintendent aforesaid refused to adjust said grievance.

We therefore request your Honorable Board to take such action as will give us the benefit of the increase as set forth above.

Respectfully submitted,

JAMES KANYNOCK,
MIKE BROWER,
FRANK SOTAIK,
ED. DAVIS,
Committee.

Estate of
A. S. VAN WINKLE,
Drexel Building,
Philadelphia, Pa.

HAZLETON, PA., July 2, 1903.

To the Board of Conciliation:

The petitioners (Coleraine Colliery Company Men) claim: That for many years it has been the custom of the company men at said colliery to work from 7 a. m. to 4:30 p. m.

Our answer is that there has never been any rule of the company to permit these men to quit at 4:30 and receive the ten-hours' pay. Therefore, according to Section 2 of the Commission's award, that all employees or company men (other than those for whom the Commission makes special award) shall receive a nine-hour day, receiving therefor the same wages as paid in April, 1902, for a ten-hour day, which is being paid in the case of these men.

Yours truly,

ESTATE OF A. S. VAN WINKLE.
FRANK PARDEE, Manager,
By Frank N. Day, Sec'y.

ACTION.

HAZLETON, PA., January 15, 1904.

Grievance No. 13, Company Men of Coleraine Colliery vs. A. S. Van Winkle, was withdrawn by Mr. Dettrey.

GRIEVANCE NO. 14.

Abe Turner vs. Van Winkle Estate.

To the Board of Conciliation:

Your petitioner, the undersigned, respectfully represents:

First: That he is employed at the Coleraine Colliery of the Van Winkle Estate doing the work of fireman and running pump; that on April 1st, 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 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 representative of such employees as may have died since November 1, 1902; and from and after April 1, 1903, and during the life of the award, they shall have eight-hour 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 an eight-hour 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 nine-hour basis, which request was denied.

Your petitioner therefore prays your Honorable Board find that the nature of his work is such as to entitle him to the benefits of the above stated provision of the award of the Commission.

Respectfully submitted,

ABE TURNER.

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

ACTION.

POTTSVILLE, PA., July 30, 1903.

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

GRIEVANCE NO. 15.

Certain Employees vs. G. B. Markle & Company.

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 eleven and one-half 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 employees 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 employees as may have died since November 1, 1902; and that from and after April 1, 1903, and during 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 ten-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 communications to G. B. Markle & Company for the purpose of obtaining the benefits of the above 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 employees of G. B. Markle & Company Collieries, present the following grievances for your consideration and adjustment:

We request that all transportation employees, and mine drivers to be paid from the time they enter the barn to harness the mules preparatory for work, and if said employees 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 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 employees 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 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 employees 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 1, 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 requring 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 employees continue at work as heretofore under the instruction 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 any case we cannot agree, whatever the Board of Conciliation may determine to be overtime, we will cheerfully pay from April 1, 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 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 at 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 1, 1903, if the Board of Conciliation provided for by the Commission agrees that 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 employees. Yours truly,

COMMITTEE.

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

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 the above time from April 1, 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 employees 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, shall remain the same as prior to April 1, 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.

Sam Seminsin vs. Coxe Brothers & Company, Incorporated.

To the Board of Conciliation:

The undersigned respectfully represents:

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

Second: That he has 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 26, 1903, your petitioner quit work at ten minutes after five p. m., and when he reported for work on June 27, 1903, he was discharged for an indefinite period; that your petitioner was not able to offer any explanation to 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 27.

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 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 29 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 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 SEMINSIN.
WM. RIMBACK,
PETER KALAHAN,
ED. ZIMMERMAN,
Committee.

ACTION.

POTTSVILLE, PA., July 9, 1903.

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

GRIEVANCE NO. 17.

Thomas Tanner vs. Coxe Brothers & Company, Incorporated.

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 1, 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 ten-hour day.

Third: That since April 1, 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 ten-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 August 6, 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 for 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 & Company, Incorporated, shall not be concurred in, which was lost, and another by Mr. Nicholls, that in reference to the grievance of Thomas Tanner against Coxe Brothers & Company, Incorporated, he be given the same wages for nine hours as he received for twelve hours previous to the strike. The 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 does not and did not occupy such a position. He therefore comes under the last clause of

the second award, which provides "That all employees or company men, other than those for whom the Commission makes special award, be paid an increase of ten per cent. on their earnings," etc., and "That 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 ten-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 on a ten-hour day basis, but when he was employed more than ten hours he was paid for the extra hours' work—that is he was paid for overtime. 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, 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 that 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, September 3, 1903.

GRIEVANCE NO. 18.

Jos. Arnoski vs. Coxe Brothers & Company, Incorporated.

To the Board of Conciliation:

Your petitioner, the undersigned, respectfully represents:

First: That up to June 22, 1903, he was employed at the Derringer Colliery of Coxe Brothers & Company, Incorporated; that

during the week of June 8, 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 13; that on the morning of June 14, 1903, he was informed that he was elected a delegate to the Miners' Convention to be held in Scranton on June 15, and was also subpoened to attend court in Wilkes-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 the said week by the partner of your petitioner, which had been acknowledged by said foreman.

Third: That on Saturday, June 20, 1903, he was detained in Court to such an extent that he was unable to report for work until June 22, 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 23; that superintendent informed him that he would look into the matter, and that your petitioner should report at the Derringer office on June 25 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 26, which he did, and got no satisfactory answer.

Sixth: That on June 26, 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 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,
Steve Cartis,
Committee.

ACTION.

Pottsville, Pa., July 9, 1903.

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

GRIEVANCE NO. 19.

Contract Miners vs. Lehigh Coal and Navigation Company.

To the Board of Conciliation:

The undersigned, contract miners of the Lehigh Coal and Navigation Company, employed at the various collieries of the aforesaid company in the Panther Creek Valley, respectfully represent:

First: That since the award of the Anthracite Coal Strike Commission, the Lehigh Coal and Navigation Company have paid their contract miners an increase of ten per cent. on their wages as existed in 1900.

Second: That we believe the above to be unjust and contrary to the award of the Anthracite Coal Strike Commission, and that said ten per cent. increase should be paid on the rates existing in April, 1902.

We, therefore, request your Honorable Board to direct the said Lehigh Coal and Navigation Company to pay us the just and full amount of increase granted by the Anthracite Coal Strike Commission.

Respectfully submitted,

Neil J. Boyle,
Harry Kennedy,
Robt. Parfitt,
William Morgan,
Edwin Schaffer,
William Jones,
Charles Watkins,
David J. Jones,
John Ponting.

THE LEHIGH COAL AND NAVIGATION COMPANY.

Wm. D. Zehner,
Superintendent.

Lansford, Pa., July 10, 1903.

To the Board of Conciliation:

The answer of the Lehigh Coal and Navigation Company to Grievance No. 19, filed with said Board:

To the first clause of said grievance the respondent says:

That since and in pursuance of the award of the Anthracite Coal Strike Commission, the Lehigh Coal and Navigation Company has been paying its contract miners 20 per cent. over and above its only standard rates and allowances. Ten per cent. of this increase is due to the settlement of the strike of 1900, and the other ten per cent. represents the award of the Anthracite Coal Strike Commission.

To the second clause of grievance the respondent says:

That it is advised and believes that it has complied with the letter and spirit of the said award in adopting as the basis, upon which the 10 per cent. awarded contract miners is to be computed the standard rate paid such miner prior to the settlement of the strike of 1900.

The Lehigh Coal and Navigation Company, therefore, prays that Grievance No. 19 may be dismissed as unfounded.

All of which is respectfully submitted.

W. D. Zehner,
Supt. L. C. & N. Co.

ACTION.

WILKES-BARRE, PA., April 22, 1904.

In re Grievance No. 19, it was agreed that the decision on Grievance No. 20 be made applicable to the Lehigh Coal and Navigation Company.

GRIEVANCE NO. 20.

Certain Employees vs. Philadelphia and Reading Coal and Iron Company.

WILKES-BARRE, PA., July 2, 1903.

Employees believe that according to the award of the Anthracite Coal Strike Commission, the advance in wages should be placed on the car, yardage, etc., that is to say, the employees should be paid on their gross earnings and not on their net earnings as they are now being paid by employers operating in the Schuylkill region.

(Signed) JOHN FAHY.

THE PHILADELPHIA AND READING COAL AND IRON COMPANY.

General Superintendent's Office.

POTTSVILLE, PA., July 7, 1903.

MR. T. D. NICHOLLS,
Secretary Board of Conciliation,
Scranton, Pa.

Dear Sir: I am in receipt of communication from you notifying this company that complaint has been made to your Board by certain of our employees, as follows:

"Employees believe that according to the award of the Anthracite Coal Strike Commission the advance in wages should be placed upon the car, yardage, etc., that is to say, the employees should be paid on their gross earnings, and not on their net earnings, as they are now being paid by employers operating in the Schuylkill region."

In reply to this charge the Philadelphia and Reading Coal and Iron Company makes the following statement:

The Anthracite Coal Strike Commission, according to the published text of the award, says that an increase of ten per cent. over and above the rates paid in the month of April, 1902, shall 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 the award. (Page 51.)

Again on page 80, section 1, "The Commission adjudges and awards that an increase of 10 per cent. over and above the rates paid in the month of April, 1902, be paid to all contract miners for cutting coal, yardage and other work for which standard rates or allowances existed at that time, from and after November 1, 1902, and during the 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."

The Philadelphia and Reading Coal and Iron Company believes that it has in every particular by its method of payment fully and completely complied with the provisions of this award.

Previous to the strike of September, 1900, the employees of this company were paid on a sliding scale of wages on a plan fully agreed upon by both employees and employer, and in a manner satisfactory to both, which had been continued over a period of fifteen to twenty years.

On October 17, 1900, the following notice was posted at the collieries of this company and accepted by the employees of this company, viz.:

THE PHILADELPHIA AND READING COAL AND IRON COMPANY.

POTTSVILLE, PA., October 17, 1900.

This company makes the following announcement to its mine employees:

It hereby withdraws the notice posted October 3, 1900, and to bring about practical uniformity in the advance of wages in the several regions, gives notice that it will suspend the operation of the sliding scale, will pay ten per cent. advance on September wages until April 1,

1901, and thereafter till further notice; and will take up with its mine employees any grievances which they may have.

(Signed) R. C. LUTHER,
General Superintendent.

Again:

THE PHILADELPHIA AND READING COAL AND IRON COMPANY.

POTTSVILLE, PA., March 9, 1901.

The advance in wages and other concessions made by this company on October 17, 1900, as per notice posted, will be continued to April 1, 1902. Local differences will be adjusted with our employees at the respective collieries, as heretofore.

(Signed) R. C. LUTHER,
General Superintendent.

This was also accepted by our employees and was continued until May 12, 1902.

It will be seen by these notices that the notice of October 17, 1900, clearly provided for an advance of 10 per cent. over and above September wages. September rates of wages were clearly the basis of the advance, and whatever wages or rates were paid for September, 1900, were to be used as a basis, to which 10 per cent. was to be added for subsequent rates of wages.

It is clearly demonstrated that these same conditions did exist and were continued until April, 1902. Therefore, the method of computing wages prior to April 1st, 1902, was fully approved and accepted until that time and must be, of necessity under the award, become the basis of the percentage of increase given by the award.

The company went beyond its promises, as stated in the above quoted notice, which the following facts will prove:

In compliance with the State law, enacted at the instance of the laboring classes, providing for semi-monthly payment of wages, this company, at their request, paid its employees twice a month. To do this, additional clerical expense was entailed upon the company; the clerical work having been nearly doubled; and since the rate of wages was based and fixed monthly, according to the average price at which coal sold for the current month, it was impossible to get the average

price in time to compute the wages to be paid for the first half of the month. It was therefore mutually agreed between the company and its employees, when semi-monthly payments went into effect; that the rate of wages to be paid for the first half of the month should be computed according to the average price at which coal sold the previous month, and the wages for the second half according to the average price of coal for the current month. In the month of August, 1900, the average price of coal sold was practically $2.50 per ton, entitling the employees to basis wages, and according to agreement basis rate of wage was paid, not only for the last half of August, but also for the first half of September. September coal, however, brought enough more in price basis to entitle the workmen to 6 per cent. advance over basis wages, and accordingly for the last half of September, 1900, the rate of wages was 6 per cent. above basis. And since the rate of wages paid for the first half was at basis, and for the second half 6 per cent. above, the average rate paid for September was 8 per cent. above basis, and although by notices posted at the collieries, October 17, 1900, and renewed and continued by notice of March 9, 1901, to April 1, 1902, offers were made to pay 10 per cent. advance on September wages, equal to 13 3-10 per cent. above the then basis rates, the company actually did pay and continued to pay throughout this entire period 16 per cent. above the then basis rates, or a fraction more than 2 38-100 per cent. than it offered to pay. This excess over the offer cost the company approximately on an average monthly $20,000, and for the entire period of fourteen months from November 1, 1900, to April 1, 1902, $280,000.

The rates of wages paid as above, when entered upon at the beginning of this period, became the basis of rates for the entire period of fourteen months not only for the employees who worked by the hour, day, week, or month, but also for the piece workers, the contract miners, and upon this basis did the Commission award the advance for the piece workers as well as the time workers. We therefore contend that by an addition of 10 per cent. to the rates of wages paid on April 1, 1902, we have fully complied with the demands of the award, inasmuch as we have paid and are paying 10 per cent. more than we paid in April, 1902. This is what the Commission asked, and all it asked.

By way of illustrating our method, the following example will show the plan employed for twenty years by agreement with our employees, previous to and up to April 1, 1902:

100 cars at $1.00 per car	$100.00
Average supplies, as per Pay-roll for June, 1903	9.00
	$ 91.00
16 per cent. added, as per notice of Oct. 17, 1900	14.56
Rate paid, as per notice of Oct. 17th, 1900, to April 1st, '02	$105.56
Add 10 per cent. as per award of Commission	10.55
Amount paid	$116.11

The rate, as computed to April 1, 1902, under the notice of October 17th, 1900, and which was accepted, became $105.56 instead of $100 under the plan of twenty years usage, and I would say here that this method was approved by the employees and adopted at their suggestion:

We therefore conclude as follows:

1. That the method of computing contract miners' earnings was in use for twenty years as the result of an agreement with the company's employees.
2. That it was in uninterrupted use until April 1, 1902.
3. That the Commission intended to award and did so award 10 per cent. additional increase to the rate paid April 1, 1902.
4. That the method employed by the Coal & Iron Company distinctly gives that increase to the wages paid previous to April 1, 1902.
5. That the company has therefore fully complied with the terms of the award.
6. The statements submitted to the Commission were based upon the same method and were accepted and approved by them, and upon them the award was made.

Yours truly,

R. C. Luther,
General Superintendent.

ACTION.

Philadelphia, Pa., April 15, 1904.

In re grievance No. 20, the following resolution was adopted:

IN RE GRIEVANCE NO. 20.

General—Schuylkill Region.

The Board of Conciliation adjudges and awards, taking effect April 1, 1904, that the method of calculating the increase of wages awarded by the Anthracite Coal Strike Commission shall be as follows:

On the basis rates paid the contract miners for cutting coal, yardage, etc., on April 1, 1902, there shall be added the combined advance granted to contract miners in October, 1900, and April 1, 1903. From the gross earnings so calculated there shall be deducted supplies and the earnings so found shall be the basis upon which shall be calculated the percentage to which the said employees are entitled, under the sliding scale fixed by the Anthracite Coal Strike Commission.

The wages of the company men will be calculated as follows:

To the basis rates in force April 1, 1902, shall be added the advance granted in October, 1900. The amount so calculated will be the basis of the sliding scale awarded by the Anthracite Coal Strike Commission.

Note:—It is understood and agreed by the Board of Conciliation that the method of calculating the increase of wages as agreed to by the Board of Conciliation in the settlement of Grievance No. 38, shall apply to Grievance No. 20 in calculating the increase of wages.

GRIEVANCE NO. 21.

Wilkes-Barre, Pa., July 2, 1903.

To the Board of Conciliation:

Gentlemen: Employees believe that the Anthracite Coal Strike Commisison in making its award did not intend to take from them any benefits they enjoyed prior to the award, and therefore believe that the Commission did not intend to increase the number of hours they should work on Saturdays, but that on the contrary it intended to reduce the number of hours to be worked, and therefore the employees request that the custom of the short Saturday, practiced for nearly a half century in the Schuylkill region, be continued.

John Fahy.

APPENDIX A.

GRIEVANCE NO. 21.

THE PHILADELPHIA & READING COAL & IRON CO.

General Superintendent's Office.

POTTSVILLE, PA., July 13, 1903.

To the Board of Conciliation:

Gentlemen: I beg leave to acknowledge receipt of communication from the Board with notice of complaint on the part of the employees against the practice of working a nine-hour day on Saturday by this company.

In reply thereto would say that under the award of the Anthracite Coal Strike Commission, which reads as follows:

"That all employees or company men, other than those for whom the Commission makes special awards, shall be paid on the basis of a nine-hour day, receiving therefor the same wages as were paid in April, 1902, for a ten-hour day, and that overtime in excess of nine hours for any day shall be paid at the proportional rate per hour." We have contended that the Commission plainly provides for a nine-hour day on Saturday generally over the entire Anthracite region at a wage for such a day's work which in April, 1902, ruled as the compensation for a ten-hour day; and this we claim was plainly fixed to include Saturday, as well as any other day, from the fact that the practice of working an eight-hour day on Saturday in the Schuylkill region was clearly brought to the attention of the Commission during their hearings, and thereby they were made fully cognizant of the fact, and this close on to the end of the taking of testimony, so that it must have been fresh in their minds at the time the award was made, and was clearly ignored by them, and no discrimination in the award made against the Schuylkill region, in which the practice held; but that on the contrary nothing whatever was said in the award about the Schuylkill region to show any discrimination against it; all the regions being treated alike, and alike subject to the nine-hour working day, each day of the week.

It is, therefore, plainly not tenable that, whereas in the past a concession of two hours on Saturday was operative in the Reading Collieries, therefore the award of the Commission contemplates a proportionate work time less than nine hours on Saturday. Had this been their intention, they certainly would have so stated in the award; particularly so since but a short time before the award was made, or the final hearings held, the subject was brought to their attention by witnesses on the stand.

It is our contention that the Commission intended that the price of the concessions to the workmen by its inauguration of a nine-hour day meant the adoption of a standard unit day applied universally over the entire Anthracite region. The award being definite, it does not admit of a variable application.

Yours truly,

R. C. LUTHER, General Superintendent.

APPENDIX B.

GRIEVANCE NO. 21.

MR. UMPIRE:

The Anthracite Coal Strike Commission awarded to contract employees an increase of 10 per cent. over and above the rates paid in April, 1902; and in order to equalize this, it awarded to other employees a reduction of the hours of labor equal to one-tenth, without any reduction of earnings.

The grievance about working time on Saturday came into effect after the award, when employers in the Schuylkill regions insisted that their employees must work one hour more each Saturday than what they had worked on this day during the greater part of a half a hundred years before the Coal Strike Commission made its award.

The Commission awarded a reduction of one-tenth in the working time of Saturday, the same as it reduced the working time of other days, but the employers increased the working time of Saturday more than 12 per cent., thus causing the employees to work on this day, 1 hour and 48 minutes longer than the Commission awarded, and that too without offering to pay them for this extra work.

This action was taken at a time before the employees were supplied with copies of the Commission's award, as employers were, and the award being something new, and the employees thus not having an opportunity of becoming thoroughly conversant with it in reference to strikes and lockouts, but knowing from the newspapers and through

other sources, that the Commission awarded them a reduction in working time, and did not give them increased working hours and labor without an increase in wages, and believing their employers were flagrantly violating the Commission's award, they went out on strike; and as an evidence of their great desire for the short Saturday with the improvements which they believed the Commission had made in it for them, it is only necessary to mention, that nearly 30,000 went out on strike for it; but, they promptly returned to work when the officers of their organization issued an order asking them to do so, and then, some employers retaliated by a lockout.

The following is a copy of the order issued:

HOTEL HART.

WILKES-BARRE, PA., April 21, 1903.

To all the members of the U. M. W. of A. in the Anthracite Coal Fields:

Gentlemen: The Executive Boards of Districts 1, 7 and 9, having under consideration the situation in the anthracite regions, have after careful consideration, concluded that the best interests of our organization will be conserved by an immediate resumption of work at the mines where strikes or lockouts are now in force, and the reference of all matters of dispute to a joint Board of Conciliation provided for in the award of the Anthracite Coal Strike Commission.

In order that the adjustments may be facilitated we have selected the Presidents of Districts 1, 7 and 9, to act as our representatives on the Board of Conciliation, and we have decided to notify the Presidents of the various coal carrying railroads that we are prepared to meet the representatives of the coal companies at the earliest possible date, for the purpose of considering and adjusting all questions at issue growing out of the interpretation or application of the award.

In pursuance of this action all mine workers are advised and instructed to resume work immediately and to continue at work in order that differences may be adjusted in the manner prescribed by the Strike Commission.

In behalf of Executive Boards of Districts 1, 7, and 9.

T. D. NICHOLLS, President, District No. 1.
W. H. DETTREY, President, District No. 7.
JOHN FAHY, President, District No. 9.
JOHN MITCHELL, President, U. M. W. of A.

A number of employees were discharged on account of this strike.

I recognize the right of proper discipline.

I also recognize a difference between reasonable discipline and abject submission, in the same sense that I recognize a difference between freedom and slavery.

Without desiring to condone either strikes or lockouts in violation of the award, still, the fact of the award being at that time something new and not thoroughly understood, perhaps may in justice carry with it, that, in this particular instance of strikes and lockouts, neither employers nor employees should be held to the most strict accountability.

On account of the Saturday grievance being of a scope too large to be settled locally it was, as per award four, taken up and referred for adjustment to the Board of Conciliation in the following general form. (Saturday Grievance.)

WILKES-BARRE, PA., July 2, 1903.

"To the Board of Conciliation,

"Employees believe that the Anthracite Coal Strike Commission in making its award did not intend to take from them any benefits they enjoyed prior to the award, and therefore believe the Commission did not intend to increase the number of hours they should work on Saturdays, but that on the contrary it intended to reduce the number of hours to be worked, and therefore the employees request that the custom of the short Saturday, practiced for nearly a half century in the Schuylkill regions, be continued.

JOHN FAHY."

This was the first grievance referred to the Board of Conciliation for adjustment. On account of the great importance of this grievance to employees they agreed to give it preference over all other grievances to be referred to the Board of Conciliation.

The employees have been during all this time waiting patiently and hopefully for this grievance to be adjusted, as they rightfully believe it should, favorable to them.

From the employers representatives on the Board of Conciliation there came objection to the grievance being so adjusted. It was agreed by the Board of Conciliation that the grievance be received for consideration as to its being a proper subject for the decision of the Board.

Later on it was agreed by the Board that this grievance was a proper subject for its decision. Repeatedly from the miners' side efforts were made to have the Board take up and adjust this grievance, and these efforts were consistent with, and characteristic of a true spirit of conciliation.

Finally, at a meeting held at Pottsville, September 3, the Board of Conciliation took up this grievance for adjustment, when the following resolution was presented by Mr. Fahy and voted on by the Board:

"Resolved, That inasmuch as the Anthracite Coal Strike Commission awarded to all employees or company men, other than those for whom it made special awards, a reduction of 10 per cent. in the hours of labor, without any reduction in wages; and, as for a great many years prior to the award the hours of labor on Saturday were eight in the Schuylkill region; therefore, it is decided by the Board of Conciliation that, under the award of the Anthracite Coal Strike Commission, Grievance No. 21 is sustained; and in accordance therewith the hours of labor on Saturday shall thus be reduced 10 per cent.; that is to say, all classes of employees who have not received special awards and whose hours of labor were eight hours on Saturdays before the strike that dating from April 1, 1903, the working hours on Saturday for these employees shall be 10 per cent. less than eight hours, or in other words shall be seven hours and twelve minutes, and this without any reduction in wages, this being practically a wage increase of 11 1-9 per cent. as explained in preface to, and granted by, Award No. 2 of the Anthracite Coal Strike Commission; and further, that inasmuch as decisions of the Board of Conciliation are retroactive, it is agreed that the said employees shall be paid for all time worked over 7 hours and 12 minutes on each Saturday since the Strike Commission made its award."

The vote taken by the Board of Conciliation on the above resolution resulted in a tie, the representatives of the miners voting for it, and the representatives of the operators voting against it, and it is therefore to be referred, with grievance, to an Umpire.

Through respect to Mr. Luther, who, on account of death in his family, was unable to attend the next meeting of the Board, held in Philadelphia, September 15 and 16, there was no resolution presented at the meeting requesting appointment of Umpire.

At the succeeding meeting held at Wilkes-Barre, September 29, and 30, Mr. Fahy presented the following resolution, which was adopted by the unanimous vote of the Board:

"Whereas: The Board of Conciliation having failed to agree upon a settlement of the Saturday working time grievance, No. 21;

"Therefore, be it, resolved, by the Board of Conciliation, under the award of the Anthracite Coal Strike Commission, that we, the Board of Conciliation, ask one of the Circuit Judges of the Third Judicial Circuit of the United States to appoint an Umpire to decide upon the above question."

At a meeting held July 30, the Board, as a further guarantee of peace, adopted a resolution to the effect that for future strikes those participating in them in violation of the award would have no standing before the Board; the understanding being, that this was not to apply to the Saturday and other grievances then in existence.

Operators and mine workers both agreed to abide by the award of the Anthracite Coal Strike Commission.

The mine workers demanded a reduction of 20 per cent. in the hours of labor, without any reduction of earnings.

The operators in making reply recognized this demand.

The Commission in considering the demand and the answer, recognized both to such extent that it gave to mine workers a reduction of the hours of labor equal to one-tenth without any reduction of earnings, or, in other words, a reduction equivalent to 10 per cent. in the hours of labor; without any reduction of earnings, thus giving to all employees or company men, other tahn those for whom it made special awards, practically a wage increase of 11 1-9 per cent. as explained and granted by the Commission as per under heading of its report marked "II Demand for reduction in hours of labor."

Employers in the Schuylkill regions have not abided by the award of the Commission in that they have refused to give to their employees this reduction of 10 per cent. in the hours of labor awarded them by the Commission.

Prior to the award, hours of labor per week, as per established full time standard for a great many years, were 58 in the Schuylkill regions; the same being divided into five 10-hour working days and one Saturday 8-hour working day. A reduction of 10 per cent. in these hours of labor per week would bring them to 52 hours and 12

minutes, the same being divided into five 9-hour working days and one (Saturday) 7-hour and 12 minutes working day, and this without any reduction in earnings, would make practically the increase of 11 1-9 per cent. as awarded by the Commission.

A 10 per cent. reduction in these hours of labor per week, as awarded by the Commission, would mean a reduction of 5 hours and 48 minutes, and this without any reduction in earnings would make practically a wage increase of 11 1-9 per cent. as awarded by the Commission.

Employers, instead of abiding by the award of the Commission, have given a reduction of only 4 hours in the hours of labor per week, and this without any reduction in earnings is a wage increase of only about 7 per cent.

In its report the Commission finds that the increased cost of living amounts to 9 8-10 per cent.

The Commission in awarding a wage increase of 11 1-9 per cent. evidently took into consideration the increase of 9 8-10 per cent. in the increase of living.

It is difficult to reconcile how a wage increase of about 7 per cent. can enable the employees to meet and pay the increase of 9 8-10 per cent. in the cost of living.

It is just as difficult to reconcile why, when under this same general award, this class of employees in the Lackawanna, Wyoming and Lehigh regions are given a wage increase of 11 1-9 per cent., that the same class in the Schuylkill region should be given only about 7 per cent.

Just as difficult to reconcile why, when under this same general award this class of employees in the Schuylkill region should be given a reduction of only 4 hours in the hours of labor per week, when the same class in all the other regions are given a reduction of 6 hours.

It is all difficult to reconcile when it is remembered that the operators themselves strenuously objected to the making of any change which would unequally disturb the then existing adjustment of relative conditions between the different regions; an adjustment the outgrowth of close business application of years, and one which they contend was fair as between themselves. Consistent with this, the Commission made an award which did not so disturb, but which is equal and general in its application to each distinct class of employees.

The Commission was opposed to discrimination, and it is not guilty of discriminating between the same class of employees. As between 4 hours and 6 hours, 7 per cent. and 11 per cent. there is discrimination, and the award of the Commission does not justify it.

The cost of living is the same to all this class of employees and all should receive the same wage increase of practically 11 1-9 per cent. as awarded by the Commission.

The short hour day on Saturday was established many years ago, in the Schuylkill region, and agreed to between employers and employees, and continued in effect until the award of the Commission. The practice of the short Saturday was the one practice most highly appreciated by the employees.

If employers were operating their mines 300 full days each year then there might possibly be some reason for them insisting on employees surrendering the short Saturday, but the fact that they have never operated their mines this number of days in any one year, and the further fact that they have always, except on account of strike, been supplied from year to year with sufficient coal to meet market demands, takes away any reason, based on necessity, or consideration for feelings, or friendship of employees, for their changing from a half century practice of short Saturday working time to the inconvenient and exceedingly undesirable long Saturday working time.

During the time the Commission was in session at Philadelphia, question concerning the hours of labor was raised, when representatives of the Schuylkill employers took much care, and evident pleasure in informing and impressing the Commission with the fact that the Schuylkill region employees already had the eight-hour day on Saturday, and from the satisfaction with which the information was given, as well as received by all, it was clearly evident that no one for a moment then thought that the short working Saturday would be taken away from the employees, and this incident, as well as other facts, shows that the Commission did not intend to take the short Saturday away from them.

Before the strike work was done on a 10-hour basis day, after the award work is to be done on a 9-hour basis day. This is a reduction of one hour or one-tenth, which is 10 per cent., and without any

reduction of earnings is the wage increase of practically 11 1-9 per cent. awarded by the Commission.

Prior to the strike employees worked 58 hours for a full week and were paid full time for it. Prior to the strike they worked eight hours on Saturday and were paid by the same amount for working eight hours on Saturday that they were paid for working 10 hours on any other day.

After the award they asked that their working time on Saturday be reduced 10 per cent. without any reduction of earnings, which will give them the wage increase of 11 1-9 per cent. awarded by the Commission.

While all these classes of labor in the Schuylkill region worked eigh thours on Saturday, yet a comparatively very small number worked 60 hours during the week, and this by working overtime during the week to make up for Saturday.

These employees, with the rest in these classes, ask that their working hours in effect prior to the strike be reduced one-tenth, or 10 per cent. for each day, Saturday included, and this without any reduction of earnings. This will give all a reduction of working time, which, without any reduction of earnings, is practically the wage increase of 11 1-9 per cent. awarded them by the Commission.

Inasmuch as the decisions of the Board of Conciliation are retroactive, all these employees who worked the fifty-eight hour week prior to the strike further ask that they be paid for all time worked over seven hours and twelve minutes on each Saturday since the award.

There is no reason in justice why all this class of employees in the Schuylkill region should not receive the reduction in working time, which without any reduction in earnings would give them the wage increase of 11 1-9 per cent. awarded them by the Anthracite Coal Strike Commission

Respectfully submitted,

JOHN FAHY, President District No. 9.

U. M. W. of A. representing employees, Saturday working time grievance (No. 21)—New York, Nov. 13, 1903.

APPENDIX C.

GRIEVANCE NO. 21.

THE PHILADELPHIA & READING COAL AND IRON COMPANY.

President's Office.
Reading Terminal, Philadelphia.

16th October, 1903.

HON. CARROLL D. WRIGHT, Umpire.

My dear Sir: The whole effort of the United Mine Workers Association was to create uniformity in pay and conditions. The eight-hour day on Saturday was exceptional to the Schuylkill region. The method of pay and work in the Schuylkill region always differed from the others. The result of the agitation was to destroy the local autonomy that had theretofore existed in the different regions.

It would be an anomaly now to say that the nine-hour day which the Commission awarded did not apply to the whole region. The Commission dealt with the subject as a whole. It is well known that the cost of mining coal in the Schuylkill region is greater than in the other regions. If, now, in addition to this cost, a further increase in cost is to be created by a discrimination such as is claimed, it would work intolerable injustice. With the natural greater cost of mining coal in the Schuylkill region, we cannot afford to have the working time reduced to 7 hours and 12 minutes on Saturday, whilst the other regions are working nine hours.

Under the old system of working, our mines worked 58 hours per week. Under the award of the Commission, they can now work only 54 hours. This, already, creates a loss to us in production of 16,000 tons per week, viz: Colliery capacity per day of 10 hours, 40,000 tons; equivalent to 4,000 tons per hour, or for the 4 hours per week 16,000 tons; in one year this will amount to 832,000 tons. If, now, we are to reduce the working time 1 hour and 48 minutes on Saturday, another decrease of 7,200 tons per week will be made, equivalent to 374,400 tons per year.

In addition to this diminution of output we will have to pay for one hour and forty-eight minutes' work each week from which we get no return. In a year this is practically equivalent to pay for nearly two weeks' work, for which we receive nothing.

Since the first of April, 1903, notwithstanding all the efforts that we have made, the productive capacity of all of our collieries has been reduced 20 per cent., thereby entailing a very heavy loss upon this company. The effect of this is practically shown in the September returns. Compared with September, 1901 (September, 1902, there was no coal mined), the cost per ton has increased 43.3 cents. This increased cost applies to all coal mined. The increased receipts over 1901 per ton of coal sold, amounts to 29.5 cents, practically showing a loss in operations as against September, 1901, of 13.8 cents per ton.

The effect is still further shown in the Balance Sheet for September. In September, 1901, the net earnings of the Coal and Iron Company were $268,000, and in September, 1903, $122,000. These results in each case are the net earnings before fixed charges are deducted, so as to show the actual cost of production, not including any interest on debt or dividends on capital.

Although it is true that to support these increases, we have advanced the circular prices of domestic sizes of coal 50c. per ton, on the other sizes the prices have not been (because they could not be on account of the competition with bituminous coal) materially increased over the prices of September, 1901. The exact figures are: 344,232 tons, prepared sizes of coal show an increase over September, 1901, of 47.8c. per ton, and the increase on 244,312 tons pea, buckwheat, rice and screenings was only 03.9c. per ton. This makes the total increase in the price received on all sizes on 588,544 tons of coal 29.5c. per ton, the cost of every ton of coal mined in September, 1903, has increased 43.3c. per ton.

We, therefore, insist that the actual conditions will not justify or excuse a further increase in the cost of mining coal in the Schuylkill region by placing upon us an additional burden of only working 7 hours and 12 minutes on Saturday. It would be wrong, not alone because of the additional burden imposed upon us, but because it would create an inequality between the different sections. We cannot work 7 hours and 12 minutes on Saturday and have the other regions work 9 hours.

It was clearly the intention of the Commission, so far as practicable, to make the basis of wages throughout the whole region the same. All conditions were changed radically. A uniform system was established. To say, now, that we must work only 7 hours and 12 minutes on Saturday, and pay for 10 hours, because prior to the award of the Commission a different system prevailed in the Schuylkill region, is simply to destroy the whole theory of the award, and to bind the company to accept the new conditions which are against it, and which have increased the cost of mining, and to permit the mine workers to retain out of the old conditions such things as were favorable to them.

We call the attention of the Umpire to the fact that this difference in the working systems was clearly presented to the Commission. On page 6585 of the testimony this statement appears, Mr. Warriner on the stand:

> "It has been claimed that an eight-hour day, so far the colliery work is concerned, would so far increase the efficiency of the men that the same tonnage would be gotten out in the eight hours as was formerly gotten out in ten hours; but our experience has been in the Schuylkill region that the shorter day results in decreased tonnage, and the miners come out that much earlier.
>
> "The Chairman: Do you mean that in the Schuylkill region there is an eight-hour day?
>
> "The Witness: On Saturday we close two hours earlier; we work on a fifty-eight hour a week basis."

We must assume, therefore, that when the Commission laid down a general rule with expressed exceptions, they clearly and fully understood the facts on which the award is based. There is no ambiguity in the language of the award. It speaks for itself.

> "A careful consideration of *all the facts* bearing upon the situation has brought it to the conclusion, that a reduction of the hours of labor from ten to nine would be fair to both employee and employer.
>
> "From and after April 1st, 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."

This language refers to the whole region and is perfectly plain and simple. The regular working time was ten hours per day in April, 1902, and the nine-hour day is substituted with ten hours' pay.

Where the Commission intended that men should work a less number of hours per day as an exception they clearly stated it. The water-hoisting engineers and firemen were given eight-hour shifts, and in addition they were "to be relieved from duty on Sundays without loss of pay, by a man provided by the employer to relieve them during the hours of the day shift." In other words—when the Commission desired to limit the hours of work to eight and to make special provision for Sunday work, they used plain language to make their meaning clear.

It is a familiar rule of law that the exception of one thing from a general rule is the exclusion of all others. That is, you cannot add exceptions, and the mere fact that exceptions are stated prevents any other exceptions from being implied. The rule becomes absolute in all cases except as to those specifically excepted. There is no express exception in favor of working seven hours and twelve minutes on Saturday in the Schuylkill region, and none, therefore, can be interpolated into the award.

I do not care what the unexpressed intention of the Commission may or may not have been on this subject. The President of the Commission is a learned Judge, familiar with the rules of the law, and he knows that in drawing an award, or a decree of a Court, that the things that are not expressed in it cannot be included; for this, instead of deciding a case, would simply be inviting new sources of disagreement and litigation.

I cannot, however, for a moment assume that the Commission could have intended to do anything which they have not clearly expressed in their award. If they believed the Schuylkill district should be treated diffrently from the other districts, and thereby instead of making a uniform rule, establish a difference in pay that would work to the disadvantage of the Schuylkill operators, they would have had both the ability and courage to have inserted such a discrimination in their award.

Yours truly,

GEORGE F. BAER, President.

APPENDIX D.

GRIEVANCE NO. 21.

MR. UMPIRE:

From the employers' side it has been said that the award of the Commission justifies the stand that they have taken in order to bring about uniformity.

To the mine workers' side this sounds rather odd in view of the fact that when the mine workers mentioned uniformity the operators refused to entertain the idea, saying that it was impossible and impracticable, and in this connection Mr. Geo. F. Baer, President of the Phila. & Reading Coal and Iron Co., with other operators, in their propositions submitted through Mr. Thomas of the Erie Co., which were understood to be the basis of the conference with the Civic Federation, is quoted in the report made by the Strike Commission to President Roosevelt as follows:

"By reason of the different conditions varying not only with the Districts, but with the mines themselves, thus rendering absolutely impossible anything approaching uniform conditions, each mine must arrange either individually or through its committees with the Superintendents or Manager any questions affecting wages or grievances."

When these things, together with many other facts bearing on the history of affairs between Anthracite mine employers and employees are remembered, it does sound strange to hear uniformity mentioned from that side as a reason in justification of the stand taken by employers in retaining from employees 4 per cent. of the wage increase awarded them by the Strike Commission.

New York, November 13, 1903.

JOHN FAHY.

APPENDIX E.

GRIEVANCE NO. 21.

MR. UMPIRE:

In support of our contentions we would refer you to Coxe Brothers and Company, Incorporated, who have, ever since they have been engaged in the mining of coal some forty years, worked their company men but nine hours per day prior to the strike of 1902, and immediately upon the award of the Commission reduced the hours of

labor of their company men to eight hours per day. They agreed that it was the intention of the Commission to reduce the hours of labor, and as it was a settled and established fact that the nine hours constituted a day's work for the company men previous to the award of the Commission, it was the true intent and meaning of the Commission that these men should work but eight hours per day. This is really more than persuasion, it is a fact showing that a large corporation that has been very antagonistic to the labor class considers this to be the findings of the Commission.

Second: Usage, a long established custom makes law, and this custom in Schuylkill County has been so thoroughly established that it has been a law for many years that miners should work but eight hours per day on Saturday. Furthermore; in 1868, the eight hour strike ending in the establishing of an eight hour shift with eight hours pay which only remained in force from six weeks to two months when the mine employees entered into an agreement with the operators to return to the ten hours day with the distinct understanding that eight hours for Saturday should constitute a full day at full ten hours' pay."

New York, November 13, 1903.

W. H. DETTREY.

APPENDIX F.

GRIEVANCE NO. 21.

SHAMOKIN, PA., Dec. 11, 1903.

HON. CARROLL D. WRIGHT,
Umpire, Grievance No. 21,
Washington, D. C.

Dear Sir: Your communication addressed to Mr. T. D. Nicholls, Secretary Board of Conciliation, requesting further information on question involved in Grievance No. 21, short Saturday question, was turned over to me.

At last meeting of Board, Mr. Luther and I talked about the matter and hence I make reply to your request.

The following is a copy of your letter:

WASHINGTON, D. C., Nov. 21, 1903.

MR. T. D. NICHOLLS,
Sec'y Anthracite Conciliation Board,
407 Pauli Building, Scranton, Pa.

My Dear Sir: I find that in order to give the best study to the question involved in Grievance No. 21 I need a little more information.

1. To what extent did company men work eight hours on Saturdays in the Schuylkill region prior to the strike of 1902, and to what extent did they work a less number than eight hours on Saturdays?

2. What was the understanding as to a short day on Saturdays when the men returned to work in October last, and what was that understanding up to the time of the strike on the short Saturday question?

3. What has been the average number of hours on Saturdays during the last month or two, and what was it for a few months prior to April, 1902? This question, of course, would be partially answered by your answer to No. 1.

I am respectfully,

CARROLL D. WRIGHT.

P. S. I have written to Mr. Luther as above, for I wish to have an agreement as to the facts."

Question No. 1. "To what extent did company men work eight hours on Saturdays in the Schuylkill region prior to the strike of 1902, and to what extent did they work a less number than eight hours on Saturday?"

Answer No. 1. The eight hour working day on Saturdays was general throughout the Schuylkill region prior to the strike of 1902.

It was optional with the company whether the employees worked eight hours or less on Saturdays, but when they worked eight hours they received a full day's pay, the amount of the pay being the same as they received for working ten hours during any other day of the week.

When the employees worked a nine hour day during the week they worked on Saturday seven hours and twelve minutes and were paid for nine hours.

The above conditions and practices were in effect prior to the strike of 1902 and after the strike of 1902 and continued in effect until the month of April, 1903, following the award of the Commission.

It would be difficult to tell the exact number of hours, less than eight hours, that each man worked on Saturday prior to the strike, or the exact number of hours, less than eight hours, that the men or a part of the men at each and every colliery worked on Saturdays prior to the strike.

This being true, first, because the employer permitted some men to work more hours than what they permitted others to work, and next, because it would be necessary to refer to the company pay rolls and to the pay checks of each and every employee to get the exact number of hours worked by each employee.

Question No. 2. "What was the understanding as to a short day on Saturdays when the men returned to work in October last, and what was that understanding up to the time of the strike on the short Saturday question?"

Answer No. 2. When men returned to work in October, 1902, there was no understanding between them and the employers that the practice of a short day on Saturdays was to be discontinued, but the men understood that it was to be continued.

Men returned to work in October and continued to work a short day on Saturdays, the same as they had done during a greater part of a half hundred years before the Commission made its award.

The practice continued in effect until after the award of the Commission, when the employers arbitrarily violated the award by substituting a long work day on Saturdays for a short work day on Saturdays.

Question No. 3. "What was the average number of hours on Saturday during the last month or two, and what was it for a few months prior to April, 1902?"

Answer No. 3. The answer given to question No. 1, practically answers question No. 3.

During the last month or two, and since the award, Saturday is, in opposition to protest of employees, a nine hour working day, and prior to April, 1902, Saturday was an eight hour working day.

Since the award of the Commission the employees should have a seven hour and twelve minute working day on Saturdays, and until they get this without any reduction in earnings they will not be receiving the wage increase of practically 11 1-9 per cent. awarded them by the Commission.

At the meeting of the Board of Conciliation which you attended in New York City, November 13th, it was asserted from the employers' side that the short Saturday was not general in the Schuylkill region.

At the time I stated that it was practically general. I made this statement because of having indefinite information that one company operating two mines worked ten hours on Saturdays. Since then I have investigated the matter and I find that prior to the award of the Commission this company worked the established eight hour Saturday. I therefore make the statement that prior to the award and prior to the strike the short Saturday was general in the Schuylkill region.

According to the State Mine Inspector's report there are in round numbers, 50,000 persons employed in and around the mines in the Schuylkill region. Language had been used on the employers' side with the evident intention of trying to create an impression that the Panther Creek Valley or some of the mines in that valley are a part of the Schuylkill region. This language is misleading, because of the fact that the Panther Creek Valley is not and never has been part of the Schuylkill region, and the Lehigh Coal and Navigation Company's mines in the Panther Creek Valley are not in the Schuylkill region.

Respectfully submitted,

JOHN FAHY, President District No. 9.

U. M. W. of A., representing employees, Saturday working time grievance. (No. 21.)

APPENDIX G.

GRIEVANCE NO. 21.

THE PHILADELPHIA & READING COAL & IRON CO.

Office of the Second Vice President,
Reading Terminal, Philadelphia.

R. C. LUTHER, Second Vice President. December 16th, 1903.

HON. CARROLL D. WRIGHT, Umpire.

Dear Sir: Replying to your letter of November 21st, I beg leave to report that a careful investigation of the conditions of work and

method of payment at all of the Collieries of the Schuylkill Region developed the following facts:

First: The Philadelphia and Reading Coal and Iron Company's Collieries, thirty-five in number, worked an eight hour day on Saturday, paying therefor ten hours' work on a basis of a ten hour day. In periods when less than eight hours were worked, as was frequently the case, the men were paid for the actual number of hours worked on a basis of a ten hour day; viz.: if seven hours were worked the payment was for seven-tenths of a shift. Of the remaining Collieries in the Schuylkill region, thirteen Collieries adopted the same method of work and payment therefor as the P. & R. C. & I. Co. Thirty-four Collieries did not recognize the short day on Saturday and demanded from the men full working time of Sixty hours per week for Sixty hours payment.

The method of work among these thirty-four collieries varied. In some instances, only one-half a day was worked on Saturday, the payment therefor being five hours or five-tenths of a shift. In other instances eight hours and twenty minutes on Saturday and on other days ten hours and twenty minutes, thereby securing to the Company a sixty hour week and giving the men the benefit of a short working day on Saturday.

In answer to your inquiry "to what extent the men worked a less number than eight hours on Saturday," I beg to cite an example of the working time of the P. & R. C. & I. Co., from January 1st, 1901, to May 12th, 1902, a schedule of which I herewith enclose. Please bear in mind that while this short time was worked as you will note was exclusively the case during the period cited, payment was made only for the actual number of hours worked, namely: seven-tenths of a shift was paid for seven hours work performed by the men on Saturday.

In answer to your second question "what was the understanding as to a short day on Saturday when the men returned to work in October last, and what was the understanding up to the time of the strike on the short Saturday question," I would say that pending the announcement of the award of the Anthracite Coal Strike Commission there was no change in the amount of work or the method of payment from which existed prior to the strike.

When the award of the Commission went into effect April 1st, 1903, this Company with other Companies enforced the nine hour day on Saturday making a fifty-four hour week. Some of the Companies, for instance the Lehigh Coal & Navigation Company, have continued the eight hour day on Saturday, but have required the men to make up an hour additional time during the week, thereby securing the fifty-four hour week. There was no general strike in the Schuylkill Region on the short Saturday question, the trouble to which you refer being confined to the P. & R. C. & I. Co., at a few of its collieries on account of the enforcement of the Company's rule that nine hours be worked on Saturday.

Your third question appears to me to be answered by the schedule of work which we enclose to you showing the time worked at the collieries of the P. & R. C. & I. Co., prior to the strike. Since the first of April, 1903, as explained to you in answer to number two, nine hours work has been required on Saturday, or its equivalent in a fifty-four hour week.

If you desire the detailed tables from which this information was compiled I would be very glad to furnish them to you, but as they are somewhat complicated they could be best explained by me in personal interview. I think, however, the summary above given, fully answers your letter of inquiry.

Very truly yours,

R. C. LUTHER.

GENERAL AND SATURDAY WORKING HOURS AT COLLIERIES OF P. & R. C. & I. CO., FROM JANUARY, 1901, TO MAY 12th, 1902.

1901.					General Working Time.					
January	All	P. & R. C. & I. Co.		Collieries	9	hrs. worked		7	hrs. on	Saturdays.
February	"	"	"	"	9	hrs.	"	7	hrs.	" "
March	"	"	"	"	9	hrs.	"	7	hrs.	" "
April	"	"	"	"	9	hrs.	"	7	hrs.	" "
May	"	"	"	"	9	hrs.	"	7	hrs.	" "
June	"	"	"	"	9	hrs.	"	7	hrs.	" "
July	"	"	"	"	9	hrs.	"	7	hrs.	" "
August	"	"	"	"	9	hrs.	"	7	hrs.	" "
September	"	"	"	"	9	hrs.	"	7	hrs.	" "
October	"	"	"	"	9	hrs.	"	7	hrs.	" "
November	"	"	"	"	9	hrs.	"	7	hrs.	Half Month
"	"	"	"	"	7½	hrs.	"	6	hrs.	Half Month
December	"	"	"	"	7½	hrs.	"	6	hrs.	" Saturday
1902.										
January	"	"	"	"	9	hrs.	"	7	hrs.	" "
February	"	"	"	"	9	hrs.	"	7	hrs.	" "
March	"	"	"	"	9	hrs.	"	7	hrs.	" "
April	"	"	"	"	9	hrs.	"	7	hrs.	" "
May	"	"	"	"	9	hrs.	"	7	hrs.	" "

Up to strike on May 12th, 1902.

ANTHRACITE BOARD OF CONCILIATION.

GRIEVANCE NO. 21.

In re petition of certain company men in the Schuylkill region, so known, for a short day on Saturday.

Decision of Umpire.

The petition in this case is as follows:

Wilkes-Barre, Pa., July 2, 1903.

Gentlemen: Employees believe that the Anthracite Coal Strike Commission in making its award did not intend to take from them any benefits they enjoyed prior to the award, and therefore believe that the Commission did not intend to increase the number of hours they should work on Saturdays, but that on the contrary it intended to reduce the number of hours to be worked, and therefore the employees request that the custom of the short Saturday, practiced for nearly a half a century in the Schuylkill region, be continued.

John Fahy.

This case was before the Conciliation Board for some time, until on September 3, 1903, when, at a meeting held at Pottsville, the Board having under consideration grievance No. 21, the following resolution was presented by Mr. Fahy:

Resolved, That inasmuch as the Anthracite Coal Strike Commission awarded to all employees or company men, other than those for whom it made special awards, a reduction of 10 per cent. in the hours of labor without any reduction in wages; and, as for a great many years prior to the award the hours of labor on Saturday were eight in the Schuylkill region; therefore, it is decided by the Board of Conciliation, that, under the award of the Anthracite Coal Strike Commission, grievance No. 21 is sustained; and in accordance therewith the hours of labor on Saturday shall thus be reduced 10 per cent.; that is to say, all classes of employees who have not received special awards and whose hours of labor were eight on Saturdays before the strike, that dating from and after April 1st, 1903, the working hours on

Saturday for these employees shall be 10 per cent. less than eight hours, or in other words, shall be seven hours and twelve minutes, and this without any reduction in wages, this being practically a wage increase of 11 1-9 per cent. as explained in preface to and granted by award No. 2 of the Anthracite Coal Strike Commission; and, further, that inasmuch as decisions of the Board of Conciliation are retroactive, it is agreed that the said employees shall be paid for all time worked over seven hours and twelve minutes on each Saturday since the Strike Commission made its award.

The vote on the above resolution resulted in a tie, the representatives of the miners voting for it and those of the employers against it. The Board then voted to refer the grievance to an umpire. At a succeeding meeting held at Wilkes-Barre, September 29-30, a resolution to the following effect was adopted:

Whereas, The Board of Conciliation, having failed to agree upon a settlement of the Saturday working time grievance (No. 21); therefore be it,

Resolved, By the Board of Conciliation, under the award of the Anthracite Coal Strike Commission, that we, the Board of Conciliation, ask one of the Circuit Judges of the Third Judicial Circuit of the United States to appoint an umpire to decide upon the above question.

In accordance with this resolution the Hon. George Gray, one of the Circuit Judges named in the resolution, was requested to appoint an umpire, and on the 6th day of October the undersigned was so appointed.

On the 13th day of November, 1903, in the city of New York, I heard the arguments and received such testimony as the members of the Board of Conciliation presented. At that hearing what may be called the pleadings in the case were submitted in writing, and these are attached hereto as appendices, and should be made a part of the umpire's report.

Appendix A is the answer of Mr. R. C. Luther, General Superintendent of the Philadelphia and Reading Coal and Iron Company, to grievance No. 21 as presented. Appendix B is the presentation of the case by Mr. Fahy, on behalf of the representatives of the miners. Appendix C is a statement by Mr. Baer, President of the Philadelphia and Reading Coal and Iron Company, in answer to the position of the miners. Appendix D is a supplemental statement by Mr. Fahy in

behalf of the miners. Appendix E is a supplemental statement by Mr. Dettrey on behalf of the miners. Appendix F is a statement by Mr. Fahy in response to an inquiry by the umpire for evidence in addition to that presented at the hearing. Appendix G is a statement by Mr. Luther on behalf of the operators, in answer to the same inquiry as was answered by Mr. Fahy.

The last two statements are, in a sense ex parte, although they are in answer to inquiries made by the umpire of representatives of both sides, and when presented to the Conciliation Board it was agreed by that Board that Messrs. Fahy and Luther would furnish the umpire with the information desired. They are therefore legitimately a part of the evidence in the case.

Grievance No. 21 contains a serious misinterpretation of the award of the Anthracite Coal Strike Commission; it comes, if at all, under the second part of the following:

The Commission adjudges and awards that all employees or company men, other than those for whom the Commission makes special awards, be paid an increase of ten per cent. on their earnings between November 1, 1902, and April 1, 1903, 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 ten-hour day. Overtime in excess of nine hours in any day to be paid at a proportional rate per hour.

During the testimony offered before the Umpire, November 13th, 1903, it was contended by the representatives of the operators that the result of the Anthracite Coal Strike Commission's award was the wiping out of the individual contracts made between operators and their men, and the establishment of uniformity in the payment and in the employment of men in and around the mines. It was freely admitted by the representatives of the operators that the usage and custom of a short day on Saturday obtained in the Schuylkill region prior to the strike, but not in all the collieries; that on Saturday the men, if they worked eight hours, were paid for a full day, on the basis of ten hours. If they worked less than eight hours on Saturday they were paid a fractional part of a 10-hour day; that is, if they worked seven hours they were paid seven-tenths of a day's wages; if they worked five hours five-tenths, or one-half.

It was agreed that the grievance applied only to the Schuylkill region. It was agreed also that since the award of the Commission in nearly all the collieries in the Schuylkill region the company men have worked nine hours a day for six days in the week, thus abandoning the old usage prior to the strike of a short day on Saturday; that the Saturday short day was the result of voluntary concession on the part of the operators through mutual agreement with their men.

It was contended by the representatives of the miners that the award of the Commission made a reduction in the day's or week's work of 10 per cent.—that is, that the Commission provided for a reduction in working time—and that, whereas in the other two great regions in the anthracite country work had been carried on sixty hours a week, the reduction left the hours per week at fifty-four, while in the Schuylkill region those who had worked 58 hours a week prior to the strike shiuld have their hours per week reduced 6 hours, or more correctly, 5 hours and 48 minutes, thus making their working hours at the present time 52 hours, or 52 hours and 12 minutes; that this reduction from 58 hours was essential in order to increase relatively the pay of company men 11 1-9 per cent. as occurred in all other parts of the anthracite regions. It was agreed by all that the unit basis for the payment of wages to company men in the Schuylkill region prior to the strike was ten hours.

The discussion of these contentions and the statements before the umpire relating to them emphasized the misinterpretation on which the grievance was based. Its framers ignored or misunderstood the fact that the Commission attempted to fix, and did fix, a basis for paying wages, and did not attempt to fix the number of hours that should be worked per day or week, and that when the men worked nine hours they should be entitled to ten hours' pay, rates existing in April, 1902. This was the demand, in substance, before the Commission. It was not asked, nor did it attempt, to deal with special privileges which had existed prior to the strike or which might exist thereafter. So there is nothing in the award to prohibit the continuance of the practice of granting a short day on Saturday, provided the award is observed as to the basis of the payment of wages.

The facts, so far as they have been furnished, are contained in the appendices. Mr. Fahy, in answer to the special inquiry of the umpire referred to, states that the 8-hour working day on Saturdays

was general throughout the Schuylkill region prior to the strike of 1902, and, further, that it was optional with the company whether the employees worked 8 hours or less on Saturday, but when they worked 8 hours they received a full day's pay, the amount of the pay being the same as they received for working 10 hours during any other day of the week. Also, that when the employees worked a 9-hour day during the week, they worked on Saturday 7 hours and 12 minutes and were paid for 9 hours; that these conditions and practices were in effect prior to the strike of 1902 and after the strike of 1902, and continued in effect until the month of April, 1903, following the award of the Commission. Mr. Fahy says, further, that it would be difficult to tell the exact number of hours, less than 8 hours, that each man worked on each Saturday prior to the strike, or the exact number of hours, less than eight hours that the men or a part of the men at each and every colliery worked on Saturday prior to the strike.

In the specific answer on the part of the operators to the inquiries of the umpire, it is stated that 35 collieries of the Philadelphia and Reading Coal and Iron Company worked an 8-hour day on Saturday, paying therefor 10-hours' work, on a basis of a 10-hour day; that of the remaining collieries in the Schuylkill region, thirteen of them adopted the same method of work and payment as the Philadelphia and Reading Coal and Iron Company; that thirty-four collieries did not recognize the short day on Saturday and demanded from the men full working time of 60 hours per week for 60 hours' payment.

It is also shown in Mr. Luther's statement that in 1901 the general and Saturday working hours at the collieries of the Philadelphia and Reading Coal and Iron Company were, for general working time, 9 hours, except in November and December of that year, when they were 7½ hours per day, and that on Saturdays they were 7 hours, except in November and December, when they were 6, and that for the months in 1902 prior to the strike the general working time was 9 hours, while the hours on Saturday were 7. This testimony agrees with that as to breaker and other time published in the report of the Anthracite Coal Strike Commission.

These quotations have been given at some length, as they bear specifically upon the question first stated, relative to the true interpretation of the award of the Anthracite Coal Strike Commission. The misinterpretation of the award by the framers of the grievance under

consideration was quite natural when the old usage as to a short Saturday is taken into account. Certainly no one can blame the company men, or any other men, for desiring a continuance of that usage so long enjoyed.

Whatever one's desire may be to secure a short day on Saturday, which is believed to be everywhere, when practicable, in the interest of all concerned and of the public at large, the award of the Commission must apply in this case, whether it accords with that desire or not. The Anthracite Coal Strike Commission did not attempt to provide uniform conditions throughout the coal regions, except in the matter of a basis for payment. The grievance before the umpire relates solely to company men in the Schuylkill region. The award of the Commission did not specify regions, but provided that where men were paid on the basis of 10 hours they should, when the award of the Commission went into effect, be paid on the basis of 9 hours; that is, as already stated, when 9 hours were worked they should be paid for 10 hours' work. It did not attempt, nor did it consider the expediency of attempting, to establish a day's work as to time or quantity. Under the award collieries may work any number of hours a day, from 1 to 24, but for every 9 hours worked the company men must be given 10 hours' pay. The language of the grievance is: "The employees believe that the Commission did not intend to increase the numbers of hours that they should work on Saturdays, but, on the contrary, it intended to reduce the number of hours to be worked." Herein is found the misinterpretation of the Commission's award.

The difficulty in this case, as intimated in the opening, is one of interpretation. The miners seem to interpret the award of the Commission to mean the establishment of a certain number of hours of labor per day or per week; that the Commission decided that the mines should be operated 54 hours a week. Here is the error. The Commission made no such award. This was clearly stated in the Tanner case. There is nothing, as already intimated, to prevent a contract between the operators and their employees for a 10-hour day for five days and a 4-hour day on Saturdays, making 54 hours for the week. They could also establish, by mutual agreement or otherwise, a 12-hour day for five days in the week and suspend operations on Saturday, and make any other adjustment of time that seems best in the interest of the industry. With such arrangements, whether they were in exist-

ence before the strike or may be made hereafter, the Commission did not, and the umpire can not, meedle.

There is much in the contention of the men that the old usage of a short day on Saturday should be perpetuated, but that short day was the result of voluntary agreement. The Commission did not attempt to say, as already stated, that the men should work a certain number of hours per day or a certain number of hours on Saturday; nor did it consider or pass upon the question of the length of a day's or week's work of the company men. The matter of a short Saturday was called to its attention near the close of the hearings, and had the Commission wished it could have passed upon that question, but no demand was made for it, and as the Commission did not pass upon it, the Saturday short day was left just where it was when the strike occurred—to the mutual agreements between employers and employees. At the present time there is nothing to prevent the restoration of that usage, but to say arbitrarily that the company men in the Schuylkill region shall have their hours of labor reduced to 52, practically, as would be the case were grievance No. 21 sustained, when in all regions they are 54, would simply result in more inequality than to observe strictly the rule laid down by the Commission.

Of course, the award of the Commission changing the unit of a day's labor from ten to nine hours, so far as payment was concerned, dealt with the situation as it existed in April, 1902, but it did not prevent mutual agreements of any kind. Any award the Commission made can be set aside at any time by a contract between the operators and their employees. The Commission was not dealing with employers and employees who had come together for the first time and had asked of it that it should arrange the terms of employment between them; but it was dealing with an old-time and long-continued situation, and it was asked to consider certain modifications of it. These modifications were determined upon and embodied in the awards wherever the Commission could reach a determination, but it was obliged, in order to secure justice, to make certain exceptions. It naturally follows, therefore, that unless the award of the Commission has abrogated the right as it existed prior to the strike, to fix terms by mutual agreement, this right remains the same. It would have required an express finding

and award to abolish such right. This was not asked by either party to the submission, the whole matter of domestic relations being left to the voluntary agreements of the parties involved.

The further question in this case is, Did the award making nine, instead of ten, hours the unit for a day's work alter or modify the situation theretofore existing in regard to working a less number of hours than constituted a day's work on Saturdays in the Schuylkill region, where it seems to have obtained? Certainly the award did not, nor did it prohibit any modification of the then existing conditions. The operators would have been perfectly justified in continuing the old conditions in those collieries in the Schuylkill regions where a short day on Saturday prevailed, and as the award did not prohibit changes in the day's work, they were perfectly justified in making contracts with their men on any other basis of the length of a day; and in another sense, the award meant not only that what had been paid for ten hours should be paid thereafter for nine hours, but that nine hours should be the unit for a day's work—that is, that men would not be obliged to work longer than nine hours under a contract by the day, instead of 10 hours, as theretofore; or, in other words, for illustration, should the men, without the number of hours being stipulated, agree to work for $2 per day, the operators would be obliged to consider 9 hours a day's work.

The ruling of the Commission did not necessarily mean more money to the company men, but an equivalent through the basis of payment, and it was on general considerations of the well-being of the worker and of sound public policy that the Commission reduced the unit of payment from 10 to 9 hours. The Commission, therefore, could not have intended either to fix or to change a custom obtaining in any of the collieries that only five, six or seven, or any other number of hours should be worked on Saturday or that any number of hours should not be worked on other days. It is very doubtful whether the company men in the Schuylkill region have ever worked for any considerable period a full 8-hour day on Saturday, and it is very probable that seven hours and twelve minutes, or even a shorter time (which has been mentioned in the pleadings), is more likely to have been the case.

To sustain the grievance as it was drawn would result in putting a competitive business in the anthracite regions on an unequal basis.

It would provide that in the Schuylkill region 52 hours and 12 minutes should constitute a week's work, instead of 54 hours as in the other regions. To make a decision reaching thus far would be not only an act of injustice, but an act entirely outside the award of the Anthracite Coal Strike Commission. The umpire has no right to extend, or to limit, or to modify the specific awards of the Commission. His sole duty in this case is to interpret them and to decide whether they apply to the particular grievance referred to him.

The only uniformity which the Commission insisted upon was one of the basis of payment. To sustain grievance No. 21 would upset this uniformity of basis. When the men went to work after the award there was no understanding relative to the short day on Saturday. They were glad to resume their positions. The majority of them had not seen the award of the Commission, and were not familiar with it. It was quite natural that when they returned they expected the old conditions and usages prior to the strike to be preserved, and as stated, no one can blame them for this attitude; and it is to be hoped that, in the light of the past and in the earnest endeavor of every one in the present to secure peaceful adjustments of all questions, all the regions alike will concede a short day on Saturday, even if in doing so it becomes necessary to extend the hours on the other days of the week. There would be no hardship, as compared with past conditions, in asking the company men to work ten hours a day for five days and four hours on Saturday—in fact, they would be vastly better off under such an arrangement, voluntarily entered into, than they were under the old usage.

Substantial justice and the carrying out of the award of the Commission in its true spirit would be accomplished not by attempting to fix by arbitrary decree a custom to work fewer hours on Saturday than other days, but by leaving the matter as it has heretofore obtained, on a voluntary basis, the companies paying for the hours only actually worked, on the basis of a nine-hour day, for no decision of the umpire under the award of the Anthracite Coal Strike Commission could prevent the operation of the collieries on Saturday a less number of hours than eight, as demanded, for which the employees would receive a fractional part of a 10-hour day's pay.

It is quite evident, from the pleadings and the statements made before the umpire at the hearing on grievance No. 21, that the operators also misinterpreted the award under which the grievance is submitted. Both parties have been laboring under the impression that the Commission fixed the hours per week or per day that shall be worked. This is evident from the fact that nine hours have been fixed by the operators everywhere as the day's work. For these reasons I have discussed the matters relating to the grievance fully, when in fact the merits of the case involved simply the interpretation of the award relating to the basis of payment.

At the expense of repetition, but in order that there may be no misunderstanding, let me recapitulate the situation. The Anthracite Coal Strike Commission did not reduce the hours of labor of company men from 60 to 54 hours per week, nor from any other number of hours to any number, as insisted in the grievance; nor did it prohibit the parties to the submission making any voluntary agreement for their mutual benefit, or perpetuate, or repeal any custom existing prior to the strike not especially made the subject of award. This interpretation, it seems to the umpire, leaves the parties just where they were at the time of the strike, and just where the award of the Commission left them—at perfect liberty to fix the hours per day or per week by voluntary action. The Commission did not, nor can the umpire now, interfere with that liberty.

Grievance No. 21 cannot be sustained.

CARROLL D. WRIGHT.

January 2, 1904.

GRIEVANCE NO. 22.

To the Board of Conciliation:

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

We believe that we are unjustly being discriminated against. We have tried everything in our power to get work at the mines, are willing to accept anything. All the satisfaction we get when talking with the Superintendent is, he will put us on just as soon as there is an opening. And in the face of all this new men are being employed almost every week, and yet we are not given a chance. This we claim is an injustice. We went to see the Superintendent on July 2nd, to

see if there was a chance to get work. It is the same old story, nothing yet, and we know that the following men were employed after we had seen the Superintendent:

Morris Turner, John Leopold, Edgar Shipe, and others, as they are employing men right along.

Letter to John Fahy.

The above grievance from the Short Mountain Coal Company, Pennsylvania Railroad Company.

SUMMIT BRANCH COAL COMPANY.
LYKENS VALLEY COAL COMPANY.
LYKENS WATER COMPANY.

Office of the Superintendent.

HOOD MCKAY, Superintendent.

LYKENS, PA., July 17, 1903.

Answer to statement No. 22, unsigned, to the Board of Conciliation.

MR. MORRIS WILLIAMS,
General Manager,
Wilkes-Barre, Pa.

Dear Sir: As this statement is unsigned I can only make a general answer to the charge. Owing to the great amount of timbering necessary for our collieries here, the mines were left in a very bad condition at the end of the strike, the Short Mountain Colliery not having reached its normal output at the present time. This has kept many men idle waiting on the working places to be re-opened and in some cases, where places were not re-opened, it was necessary to find work for the men as we needed them, at other points. This has been explained to the few pumpmen and engineers who are still idle, and as their former jobs does not fit them for the hard work of timbering and laboring, we have first employed the idle men who are used in this class of work, of whom we have still quite a number.

Very respectfully,

HOOD MCKAY, Superintendent.

SUSQUEHANNA COAL CO. LYKENS VALLEY COAL CO
MINERAL RAILROAD & MINING CO. NANTICOKE WATER CO.
SUMMIT BRANCH MINING CO. LYKENS WATER CO.

Office of the Manager.

MORRIS WILLIAMS, Manager.

WILKES-BARRE, PA., Sept. 9, 1903.

T. D. NICHOLLS,
Secretary, Conciliation Board,
Scranton, Pa.

Replying to yours of the 31st ult., citing complaints before the Conciliation Board at a meeting held in New York, August 25 and 27:

I hand you herewith answer of E. A. Rhoads, Superintendent William Penn Colliery, in reference to the claim of Water Hoist Engineers employed at that colliery, as well as an answer to your request to have the system of work and payment for Contract Loaders at William Penn Colliery explained to the Board. The answer of the Superintendent covers the inquiry made.

I also enclose answer of the Superintendent, Hood McKay, of the Lykens Valley Coal Company in reference to grievance No. 22, being complaint on Engineers and others of Short Mountain Colliery, and the other specific cases mentioned in your letter.

Please acknowledge receipt.

Yours very truly,

MORRIS WILLIAMS,
Manager Coal Cos.

SUSQUEHANNA COAL COMPANY.

William Penn Colliery.

Office of the Superintendent.

E. A. RHOADS, Superintendent.

SHAFT, PA., Sept. 5, 1903.

MR. MORRIS WILLIAMS, Manager Coal Cos.,
Wilkes-Barre, Pa.

Dear Sir: In reply to yours of the 3rd instant, containing extracts from letter of T. D. Nicholls, Secretary of the Conciliation Board,

and your request for information on questions of Water Hoist Engineers and Contract Loaders:

The 10 per cent. Bonus Money was paid to Water Hoist Engineers, but the 10 per cent. increase from April 1st, 1903, was not given them because after April 1st, 1903, they were given eight hour shifts at the same pay they had previously received for 12 hour shifts.

Regarding the Contract Loaders: We have four contracts for loading, hauling, driving and delivering at foot of shaft all coal from certain seams, excepting gangway coal which is loaded by miners and hauled and delivered by Contract Loaders. In these contracts the contractors agree to do the loading and driving for a certain price per car, they to pay all labor necessary to do this work. All moneys remaining after paying labor and supplies are paid to the contractors. There is no stipulated number of cars to be loaded for a day's work—they have the privilege of loading as many cars in any day as they can. The contracts are usually let to a set of two men, each of whom takes the place of one man in doing the loading and driving. The enclosed statements show the earnings in first and second half of April, 1902, and first and second half of August, 1903, all of parties connected with Michael Hanley and William Ellis, Contract Loaders. You will also note that the contractors have each made for the month of August, 1903, $75.55.

Yours very truly,

E. A. Rhoads, Superintendent.

SUMMIT BRANCH COAL COMPANY.
LYKENS VALLEY COAL COMPANY.
LYKENS WATER COMPANY.

Office of Superintendent.

Lykens, Pa., September 5, 1903.

Hood McKay, Superintendent.
Mr. Morris Williams, Manager,
Wilkes-Barre, Pa.

Dear Sir: In answer to your letter of the third instant, containing extracts of letter from the meeting of the Board of Conciliation, New

York City, 25th to 27th of August, following is information regarding the different men mentioned on grievance No. 22, which was forwarded to me for additional information:

Thomas R. Davis, Hoisting Engineer. Employed as General Laborer about August 24th, and has been working ever since.

John Beadle, Pumpman. Discharged prior to the strike for fighting in the mines. After the strike obtained employment at the Brookside Colliery, Tower City, Pa., later employed by the Electric Light Company in Lykens; but I understand has since quit.

George E. Mucher, Fireman. Water Tender in Boiler House. Discharged from his position prior to the strike, and was afterward given work as Laborer. Is incapable as laborer and there is nothing else we can put him to.

John West (should be Weist), Carpenter. This man is by no means a first-class carpenter and has never been employed by us as such. He has worked at odd times around the colliery, and has not been a regular employee for some years.

William Groyther (should be Guyther), Laborer; Matthew Thompson, Pumpman; John Dando, Pumpman; William Harman, Fireman. Positions held by these men prior to the strike were taken up, and up to the present time no positions have been open which they could fill with satisfaction.

John S. Bateman. Work had been unsatisfactory for some time as Timberman, and for this reason he was left at the end of the list of men to be employed.

Our position at Short Mountain Colliery is unfortunate in the fact that the great damage done by the strike has not allowed us to get back to our normal output, even at the present writing, and has cut down our force to a considerable extent. All of the men mentioned, with the exception of Bateman, Guyther and Mucher, have had employment at Brookside Colliery or around town, and have not obtained work at Short Mountain Colliery simply because we do not need them at present, owing to the existing conditions before mentioned.

Yours truly,

Hood McKay,
Superintendent.

ACTION.

PHILADELPHIA, PA., Dec. 22, 1903.

GRIEVANCE NO. 22.

The following resolution was adopted:

Resolved, That the Board of Conciliation recommends, inasmuch as the operators at Summit Branch Colliery at Williamstown and at Short Mountain Colliery at Lykens have offered to provide employment as opportunity offers for persons who have presented Grievances Nos. 43, 22, 75, 76, 77, 78, 79 and 81, that these men be given preference over other men for such positions as they are capable of filling; this is not to include the case of John M. Beadle, which is referred for further information.

GRIEVANCE NO. 23.

Certain Fireman vs. Philadelphia & Reading Coal & Iron Company.

To the Board of Conciliation:

Gentlemen: The following grievance 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 fireman at the Brookside Colliery of the Philadelphia & Reading Coal & Iron Co. shall be paid on the basis of an 8-hour shift."

GRIEVANCE NO. 24.

John Glenwright and Others vs. Philadelphia & Reading Coal & Iron Co.

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 the 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 could get no work under the Reading Company 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 Company be not sustained.

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 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 1, 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 his work. There was a crowd of little ones who were calling scab and they came up to the boys and was shotting 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, 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 happened, no matter what it was, 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 26th 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 in the funeral whether they heard any noise when they passed and they said they did not know. That is the kind of stuff that is 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. 26.

Certain Employees vs. Llewellyn Coal Company.

To the Board of Conciliation:

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

The employees 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.

ACTION.

In re Grievance No. 26. *Resolved*, By the Board of Conciliation, that inasmuch as this company is not a party to the submission, the Board of Conciliation considers it has no jurisdiction.

(Resolution adopted Philadelphia meeting—September 16, 1903.)

GRIEVANCE NO. 27.

Certain Employees vs. Susquehanna Coal Company.

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 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 the Susquehanna Coal Company.

ACTION.

NEW YORK, Aug. 27th, 1903.

Section 4. Discharged timbermen grievance. Withdrawn.

Section 5. Complaint of contract timbermen not getting ten per cent. increase. Withdrawn.

Section 6. Complaint of engineers that their wages were reduced. 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. 28.

Certain Employees vs. Slattery Brothers.

To the Board of Conciliation:

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

Slattery Bros. refuse to pay the back money due their employees 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 not 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 No. 28, against Slattery Brothers.

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. 29.

Certain Firemen vs. Philadelphia & Reading Coal & Iron Company.

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 stated 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 29th, 1903, from Glendower Colliery, P. & R. C. & I. Co.

The following similar grievance was also submitted:

That the firemen employed at the Anchor Washery are subject to the same grievance. The foremen told the firemen 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.

GRIEVANCE NO. 30.

Contract Timber Cutters vs. Philadelphia & Reading Coal & Iron Co.

To the Board of Conciliation:

Gentlemen: The following general 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.

GRIEVANCE NO. 31.

Joseph Kelly vs. Lehigh Valley Coal Company.

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 never 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 the case.

(Signed) JOSEPH KELLY.

ACTION.

NEW YORK CITY, Aug. 26, 1903.

"*Resolved,* That grievance No. 31 be withdrawn."

GRIEVANCE NO. 33.

Certain Contract Miners vs. Pine Hill Coal Company.

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 Company:

That the said employees 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 the car, or in the topping required, shall be accompanied by a proportionate increase in the rate paid per car.

Above 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. 34.

Harry M. Mayer vs. Philadelphia & Reading Coal & Iron Company.

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 to-day 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 anyone 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. 13th, 1903.

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

GRIEVANCE NO. 35.

Carpenter Flail vs. Leisenring & Company.

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 12th, 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. 36.

Hoisting Engineers vs. Lytle Coal Company.

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 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. 37.

George Robinson vs. Leisenring & Company.

To the Board of Conciliation:

The following is respectfully submitted for your consideration 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 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 Schwenck, when this case was brought before him, said, "It is true that you work three hundred and sixty-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 Conciliation in order that the case shall be properly settled, that I may receive the proper rates and allowances provided by the award.

Above 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. 38.

Certain Employees vs. Philadelphia & Reading Coal & Iron Company.

To the Board of Conciliation:

Gentlemen: The employees of the Philadelphia & Reading Coal & Iron Company complain that they are not receiving the full increase in wages given them by the award of the Anthracite Coal Strike Commission. The claim is that they should be paid on gross instead of net earnings. They are now being paid as follows:

To illustrate:

Ten items, cars, yards, timbers or any other items in contract work, the former rate for which was $1.00	$10.00
Assumed cost of supplies deducted	2.00
Leaves net earnings to be	$8.00
Sixteen per cent. added	1.28
Makes total of	$9.28
Ten per cent. added as per award	.92 8-10
Thus making the total to be	$10.20 8-10

The employees believe they should be paid as follows:

To illustrate:

Ten items, cars, yards, timbers or other items in conract work, the rate should be per item $1.16	$11.60
Ten per cent. added as per award of Commission	1.16
Thus making a total of	$12.76
Assumed cost of supplies deducted	2.00
Thus making the total payment	$10.76

The employees request that they be paid as per above illustration, indicating the $10.76.

And that this method of payment shall apply to all persons engaged at contract work performed inside and outside.

Request made by communication and through other information received by John Fahy.

To the Board of Conciliation:

Gentlemen: As a further argument justifying contract employees in their claim for gross payment, the following illustration shows that employees must pay a percentage on their supplies and are thus denied the advance in wages, either gross or net.

To illustrate:

One wagon at $1.50 is	$1.50	Basis of percentage	
Supplies		Add 16 per cent.	
Powder	1.50	Com. award 10 P. C.	
Leaves balance		Bal. due	

It will be observed by this that the man loads one wagon at $1.50, on which he should be paid percentage, and were he to be paid gross, the wagon at $1.50, plus 16 per cent., equals $1.74, plus 10 per cent., equals $1.91 4-10.

Were he to be paid his percentage on the wagon of coal, and afterwards pay $1.50 flat for powder he would thus have something left.

But under the present method, while he loads a wagon at $1.50, earning thereby this amount, together with the percentage, making a total earning of $1.91 4-10, the fact of him purchasing the powder takes away from him in return the entire $1.91 4-10.

It will thus be seen that a keg of powder sold apparently for $1.50 really cost the miner $1.91 4-10.

Powder is merely served to illustrate, and by this is meant to convey that the cost of other supplies is relatively the same under the method of paying employees on net earnings, a method which employees believe pays them only part of what is due them.

JOHN FAHY.

ACTION.

PHILADELPHIA, PA., April 15, 1904.

In re Grievance No. 38, Philadelphia and Reading Coal and Iron Company Employees—Gross and Net Earnings.

The Board of Conciliation adjudges and awards that, taking effect April 1st, 1904, the method of calculating the increase of wages awarded by the Anthracite Coal Strike Commission, shall be as follows:—To the basis of rates paid contract miners for cutting coal, yardage, etc., on April 1, 1902, there shall be added 26 per cent. From the gross earnings so calculated there shall be deducted mine supplies; the earnings so found shall be the basis upon which shall be calculated the percentage to which the employees are entitled under the sliding scale fixed by the Anthracite Coal Strike Commission.

Example:

100 cars	$100.00
26 per cent.	26.00
	$126.00
Less supplies estimated	10.00
	$116.00
Sliding scale, say 3 P. C.	3.48
Total	$119.48

The wages of the company men shall be calculated as follows:

To the basis rate in force April 1st, 1902, shall be added 16 per cent. the amount calculated will be the basis upon the sliding scale awarded by the Anthracite Coal Strike Commission.

Example:

Company men, 20 days, $2.00	$40.00
16 per cent	6.40
	$46.40
Sliding scale, say 3 P. C	1.39
Total	$47.79

GRIEVANCE NO. 39.

Martin Delaney vs. Philadelphia & Reading Coal and Iron Company.

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 a 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 stopped the trip half way 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 Philadelphia & Reading Coal & Iron 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 in 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, and if it is found correct, the prevailing rates per car shall be paid him."

GRIEVANCE NO. 40.

To the Board of Conciliation:

Gentlemen: The following grievance is submitted for your consideration:

That rockmen, including contractors and laborers, present grievance, in which they complain that they are not being paid the advance in wages as provided for in the award of the Anthracite Coal Strike Commission. And claim that, inasmuch as they occupy relatively the same position as contract men in coal, and struck with them for an advance in wages, that it was the intention of the Commission that they should be paid the advance, and therefore request that it be paid to them.

This grievance is presented from the Schuylkill region, Reading employees.

ANSWER TO GRIEVANCE NO. 40.

THE PHILADELPHIA & READING COAL & IRON COMPANY.

POTTSVILLE, PA., July 16, 1903.

To the Board of Conciliation:

Gentlemen: In answer to Grievance No. 40, which states: "That rockmen, including contractors and laborers, present grievance, in which they complain that they are not being paid the advance in wages as provided for in the award of the Anthracite Coal Strike Commission. And claim that, inasmuch as they occupy relatively the same position as contract men in coal, and struck with them for an advance in wages, that it was the intention of the Commission that they should be paid the advance, and therefore request that it be paid to them."

Under the Coal and Iron Company all contract rockmen are special contractors. They are working under written and signed agreements; their employees are entirely and directly under them, and must look to those contractors for their pay, the company has nothing whatever to do with it. It is therefore claimed that the award does not apply to contract rockmen, and that the claims are therefore denied.

No contract miners or laborers up to the present time have made any demands upon the company, or have brought their claims to our attention.

Respectfully,

R. C. LUTHER,
General Superintendent.

ACTION.

See Grievance No. 62.

GRIEVANCE NO. 41.

Engineers and Firemen vs. Philadelphia & Reading Coal & Iron Company.

To the Board of Conciliation:

The following grievance was submitted by 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 Sundays off, but 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. 43.

James Craven vs. Summit Branch Coal Co.

To the Board of Conciliation:

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

STATEMENT.

WILLIAMSTOWN, PA., June 23, 1903.

To Whom It May Concern: This is to certify that I am blacklisted at Williamstown Colliery for no reason whatever, as this is the reason Superintendent McKay told me, he said I had as good a record as any engineer as could be got, and for all other work there there was nothing against me only that I had a bad boy, and for that reason I could not work for the Summit Branch Railroad and Mining Company.

The reason I claim I am blacklisted is that my job was not taken up until April, 1903, so you can see he is not living up to the Commission's report; if you want any further information I am willing to go before the Board and give them all the satisfaction they want so far as I can.

(Signed) JAMES CRAVEN,
Williamstown, Pa.

S. B. R. R. Co., or Pennsylvania R. R. Co.

SUMMIT BRANCH COAL COMPANY.
LYKENS VALLEY COAL COMPANY.
LYKENS WATER COMPANY.

Office of the Superintendent.

HOOD MCKAY, Superintendent.

Answer to statement No. 43 of James Craven before Conciliation Board.

MR. MORRIS WILLIAMS, General Manager,
Wilkes-Barre, Pa.

Dear Sir: Mr. Craven's position as Hoisting Engineer was destroyed by the burning out of Big Lick Slope, after which he fired the boilers at that place to give steam for the washery. He stopped work with the rest in May, 1902. When work started in the fall, his position as fireman was taken, and on starting to re-open Big Lick Slope, the hoisting engines were given to a man who stayed with us during the fire at this place and throughout the strike.

Very respectfully,

HOOD MCKAY, Superintendent.

H. McK.

ACTION.

PHILADELPHIA, PA., Dec. 22, 1903.

The following resolution was adopted:

Resolved, That the Board of Conciliation recommends, inasmuch as the operators at Summit Branch Colliery at Williamstown and Short Mountain Colliery at Lykens have offered to provide employment as opportunity offers for persons who have presented Grievances Nos. 43, 22, 75, 76, 77, 78, 79 and 81, that these men be given preference over other men for such positions as they are capable of filling; this is not to include the case of John M. Beadle, which is referred for further information.

GRIEVANCE NO. 44.

Certain Employees vs. Lehigh Valley Coal Company.

To the Board of Conciliation:

Gentlemen: Employees of the Lehigh Valley Coal Co. complain that they are not receiving the full increase in wages given them by the award of the Anthracite Coal Strike Commission. They say they are being paid as follows:

To illustrate, a car the former rate for which was...	$1.00
The employers in giving them the increase pay them.	.26
This making total for the car	$1.26
The employees believe they should be paid as follows:	
To illustrate, a car the former rate for which was..	$1.00
In paying the increase should give them	.16
Thus making	$1.16
And on this rate should give them the award of the Commission	.11 6-10
Making a total for said car	$1.27 6-10

The above illustration is applicable to rates per car, yardage and other contract work performed inside and outside.

Employees request that they be paid, as per above illustration, indicating the one twenty-seven and six-tenths, and that said method of payment shall apply to all persons engaged at contract work performed inside and outside.

This grievance submitted by letter under dates of May 6th and 21st, addressed to John Fahy by employees of Packer No. 3, Lehigh Valley Coal Company.

Request made by communication and through other information received by John Fahy.

COMPANY'S ANSWER TO NO. 44.

To the Board of Conciliation:

Gentlemen: The Lehigh Valley Coal Company makes answer to the complaint of its employees filed with you (and numbered 44 on

your records), concerning the increase of wages awarded by the Anthracite Coal Strike Commission, as follows:

The method illustrated by the complainants as being proper, is, in our judgment, incorrect, inasmuch as it applies the 16 per cent. advance made October 1st, 1900, to the gross earnings of the contract miners, whereas the increase was net, in accordance with the circular notice passed by this company, October 1st, and accepted by its employees, reading as follows:

LEHIGH VALLEY COAL COMPANY.

WILKES-BARRE, Oct. 1st, 1900.

NOTICE.

This company makes the following announcement to its mine employees:

It will adjust its rates of wages so as to pay its mine employees on and after October 1st, a net increase of 10 per cent. on the wages heretofore received, and it will take up with its mine employees any grievance which they may have.

(Signed) W. A. LATHROP,
General Superintendent.

Furthermore, this is the method in effect April 1st, 1902, and the Anthracite Coal Strike Commission has decided that wages in effect on or before this date were to be considered the basis or standard on which the advance made in their award was to be calculated.

NOTE:—The Lehigh Valley Coal Company, while making answer to the foregoing complaint, submits that its origin is entirely too vague for consideration and requests that future grievances be substantiated by the names of the complainants or by the committee representing them, in which latter case the number of employees represented should be stated.

THE LEHIGH VALLEY COMPANY.
By S. D. Warriner, Gen'l Manager.

Wilkes-Barre, Pa., July 20th, 1903.

ACTION.

PHILADELPHIA, PA., April 15th, 1904.

In re grievance No. 44, the following resolution was adopted:

IN RE GRIEVANCE NO. 44.

Contract Miners vs. Lehigh Valley Coal Company at Packer Colliery.

It is adjudged by the Board of Conciliation that the award given in the case of grievance No. 38 in the case of the Philadelphia and Reading Coal Company employees be made applicable to the employees of the Lehigh Valley Coal Company covered by said resolution.

GRIEVANCE NO. 45.

William Mowery vs. Philadelphia & Reading Coal & Iron Company. P. & R. C. & I. Co.

SOUTH GOOD SPRING COLLIERY, May 7th, 1903.

To the Board of Conciliation:

Gentlemen: The following grievance is respectfully submitted for your consideration, statement by Mr. William Mowery:

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 Benney 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 MOWERY, 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 at Pottsville on August 20th, decided to request Hon. Carroll D. Wright to pass upon this grievance along with others in his hands.

The following is the decision rendered:

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

Decision of Umpire.

William Mowery, a starter in the employ of the Philadelphia & Reading Coal & 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 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 as soon as he pulled the loaded trip to 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 workman 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 state of 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 & 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 or 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 to 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 if 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 employees, 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 26th, 1903, all the evidence in this case and the discussion as to the right of the employer to discharge and of the employee 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 such 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 vs. P. & R. C. & I. Co. be not sustained.

This motion was lost by a tie vote.

Mr. Fahy 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 his employees 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 employees 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 employee has the right to quit at will, has the employer the right to discharge him?

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

The Umpire: And you say the employee 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: In discharging I do not think it would be proper to discharge men to serve another purpose.

The Umpire: You would not admit that the employee 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 cause for dis-

charge, but that he should, as in the reverse case, give proper notice. The 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 didn't 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 employees.

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 employees 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 Strike 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 quittals, should be made on a reasonable basis. The employer and employee 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 employee and employees affected and a superintendent. Such 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. 46.

Inside Employees Oak Hill Colliery vs. Leisenring & Company.

To the Board of Conciliation:

Gentlemen: The following grievance is respectfully submitted by the Inside Company Employees 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 grievances to Superintendent Schwenk, he insisted on our working from 7 A. M. until 4:30 P. M. without dinner 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 letter to John Fahy, May 15th, 1903.

ACTION.

NEW YORK CITY, Aug. 26th, 1903.

"Resolved, In the case of Inside Employees at Oak Hill Colliery of Leisenring & Co., that the dinner hour shall be taken as desired by the company; but that if employees 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. 47.

William Hoff vs. Philadelphia & Reading Coal & Iron Company.

To the Board of Conciliation:

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. to 4 P. M. or nine hours. We asked him whether he would pay the hour overtime, and he said he would not. We told him that the Commission decided that eight hours was a shift for firemen and we should be paid for extra hours. 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.

GRIEVANCE NO. 48.

David Weir vs. Philadelphia & Reading Coal & Iron Company.

To the Board of Conciliation:

The following grievance is respectfully submitted for your consideration 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. 2, 1903.

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

GRIEVANCE NO. 49.

Certain Employees vs. Lehigh Valley Coal Company.

To the Board of Conciliation:

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

Prior to strike of 1900 our miners were charged $2.00 per keg for powder, and everything else was high in price in proportion.

After settlement of strike L. V. C. Co. agreed to lower prices of supplies, but in so doing they would retain six per cent. of the sixteen per cent., thereby leaving the miner only ten per cent. place of sixteen per cent. as it should be. Our miners are now paying $1.50 per keg for powder, and $11.50 per hundred for dynamite, about the same as the Reading Company is charging regardless of the six per cent.

The miners do not think this is right but think they should have the benefit of the full sixteen per cent. and request that the same be given them.

These men request the privilege of being heard before the Board of Conciliation in support of their claim.

The above grievance and request sent to John Fahy, by the employees under date of April 27th.

Centralia, L. V. C. Co.

To the Board of Conciliation: L

Gentlemen: The Lehigh Valley Coal Company makes answer to the complaint of its employees filed with you (and number 49 in

your records) concerning the increase of wages made October 1st, 1900, as follows:

We claim that our method of considering the reduction in the price of Powder and Dynamite as equivalent to 6 per cent. of the advance, is in accordance with the circulars posted by our Company and accepted by our employees, reading as follows:

LEHIGH VALLEY COAL COMPANY.

WILKES-BARRE, PA., October 1st, 1900.

NOTICE.

This Company makes the following announcement to its mine employees:

It will adjust its rates of wages so as to pay to its mine employees on and after October 1st, a NET increase of 10 per cent. on the wages heretofore received, and it will take up with its mine employees any grievances which they may have.

WILKES-BARRE, PA., November 1st, 1900.

In figuring the NET advance of 10 per cent. on September wages or 16 per cent. above basis, a reduction in the price of Dynamite and the reduction in price of Powder to $1.50 per keg, will be considered as equivalent to 6 per cent. to contract miners.

(Sig.) W. A. LATHROP,
General Superintendent.

This method of calculating advance due contract miners was in effect on and before April 1st, 1902, and the Anthracite Coal Strike Commission has decided that wages in effect on or before this date were to be considered the basis or standard on which the advance made in their awards was to be calculated.

NOTE:—The Lehigh Valley Coal Company, while making answer to the foregoing complaint, submits that its origin is entirely too vague for consideration and requests that further grievances be substantiated by the names of the complainants or by the Committee representing them, in which latter case the number of employees represented should be stated.

THE LEHIGH VALLEY COAL COMPANY.
By S. D. WARRINER,
Wilkes-Barre, Pa., July 20th, 1903. General Manager.

DECISION OF THE UMPIRE.

In re petition of certain employees of the Lehigh Valley Coal Company for adjustment of compensation under sliding scale.

It is alleged by the petitioners that after the settlement of the strike of 1900 the Lehigh Valley Coal Company agreed to lower the prices of supplies, but that in so doing they would retain 6 per cent. of the increase then agreed upon, thus leaving the miner 10 per cent. in place of 16 per cent. increase as the petitioners aver it should be. They allege that the miners of the Company are now paying $1.50 per keg for powder, and $11.50 per hundred for dynamite, being about the same as the Reading Company has charged, regardless of the 6 per cent. The petitioners think that the Reading Company's basis is the correct one, and that they themselves should have the full benefit of the full 16 per cent. increase, and they come before the Conciliation Board with a prayer that that amount of increase be given them.

The Lehigh Valley Coal Company claims that its method of considering the reduction in the price of powder and dynamite after the strike of 1900 was equivalent to 6 per cent. of the advance and in accordance with circulars posted by the company stating certain conditions, which were accepted by its employees. The circulars read as follows:

LEHIGH VALLEY COAL COMPANY.

WILKES-BARRE, PA., October 1, 1900.

NOTICE.

This company makes the following announcement to its mine employees: It will adjust its rates of wages so as to pay to its mine employees on and after October 1 a NET increase of 10 per cent. on the wages heretofore received, and it will take up with its mine employees any grievance which they may have.

WILKES-BARRE, PA., November 1, 1900.

In figuring the NET advance of 10 per cent. on September wages or 16 per cent. above basis, a reduction in the price of dynamite and the reduction in price of powder to $1.50 per keg, will be considered as equivalent to 6 per cent. to contract miners.

(Signed) W. A. LATHROP,
General Superintendent.

The company further avers in its answer that the method stated in the circulars of calculating the advance in accordance with the settlement of the strike of 1900, and due contract miners, was in effect on or before April 1st, 1902, and that the Anthracite Coal Strike Commission decided that wages in effect on or before that date were to be considered the basis or standard on which the advance made in their award was to be calculated.

The Conciliation Board being unable to agree on the request of the petitioners, the same was referred to the umpire for final decision.

Some evidence was brought before the Board relative to the reduction in the price of powder and dynamite, and also arguments made before the umpire, but there was no evidence going to show that the terms or methods of payment adopted by the Lehigh Valley Coal Company when the strike of 1900 was settled was not accepted by the company's employees. The rates and conditions of compensation existing in April, 1902, were thus accepted by the employees, and constituted the basis on which the sliding scale established by the Anthracite Coal Strike Commission and the increase in the compensation to miners were fixed. The first award of the Commission distinctly declares "That an increase of 10 per cent. over and above the rates paid in the month of April, 1902, be paid to all contract miners for cutting coal, yardage and other work for which standard rates or allowances existed at that time." To comply with the request of the petitioners would be a direct setting aside of the provisions of the first award of the Anthracite Coal Strike Commission. This neither the Conciliation Board or the umpire has a right to do.

Grievance No. 49 is not sustained.

CARROLL D. WRIGHT.

Washington, D. C., September 16th, 1904.

GRIEVANCE NO. 50.

Certain Employees vs. Philadelphia & Reading Coal & Iron Company.

To the Board of Conciliation:

Gentlemen: The following general grievance is respectfully submitted:

That the stablemen 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. 51.

Certain Employees vs. Philadelphia & Reading Coal & Iron Company.

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."

GRIEVANCE NO. 52.

To the Board of Conciliation:

Gentlemen: The following grievance is respectfully submitted by Thomas Thomas, a machinist, formerly employed at the Lytle Colliery of the Pennsylvania interest:

By communication dated May 29th, 1903, Thomas reports that he has been refused reinstatement, but his helpers (two) were re-employed when the strike was declared off.

Superintendent Kennedy told Thomas before the water was pumped out of the mines that he could not put all on until the colliery was shipping coal. The colliery to this date had been running and shipping coal nearly four months, but Thomas has not been reinstated, although he had repeatedly applied.

Thomas is a total abstainer and always steady at work.

Thomas therefore presents this grievance of discrimination to the Board of Conciliation, and requests them to investigate and remove the same as provided for under the award of the Coal Strike Commission.

ANSWER TO GRIEVANCE NO. 52.

MINERSVILLE, PA., July 20th, 1903.

MR. MORRIS WILLIAMS,
Wilkes-Barre, Pa.
Consulting Engineer,

Dear Sir: In reply to the alleged grievance of Thomas J. Thomas, I beg to say, that after the strike we could not put on all the men on account of the condition of the colliery.

We had work for 150 men only, instead of 800 or 900 employed before the strike.

Up to the present time we have only increased to between 500 and 600 men and will be unable to employ the number employed previous to the strike for some months to come.

Mr. Thomas, therefore, is subject to the same discrimination as the 300 or 400 other men whom we cannot employ because we have no place for them.

Mr. Thomas has never applied to me for work since the strike, and has not applied to the foreman, to my knowledge.

Yours truly,

ARTHUR KENNEDY,
Superintendent.

ACTION.

POTTSVILLE, PA., Jan. 12, 1905.

Grievance No. 52 withdrawn.

GRIEVANCE NO. 54.

Certain Employees Oak Hill Colliery vs. Leisenring & Company.

To the Board of Conciliation:

Gentlemen: The following grievance is respectfully submitted by the employees 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 employees be also furnished to the employees at this colliery, but they 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 employees when paid shall be furnished with an itemized statement of account similar to the practice 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 & Company be requested to use a detachable receipt in connection with their pay statement."

GRIEVANCE NO. 58.

Pine Hill Coal Company vs. Employees Pine Hill Colliery.

PINE HILL COAL COMPANY,

Scranton, Pa.

July 15, 1903.

Gentlemen of Anthracite Board of Conciliation:

We desire to make complaint against our employees at the Pine Hill Colliery, because after notifying us that unless we changed our regular dates for paying to some date before the 15th of the month, that they would strike, and because after our posting notices to the effect that we would pay on our regular days, the Saturdays nearest the 15th and 30th of each month, as we have done for over a year past, our empliyees went on strike, which we believe to be a breach of Section Four of awards of the Anthracite Strike Commission, and this Company appeals to the Board of Conciliation, that it shall take up our grievances and adjust the same.

As bearing on the above, we wish to say that several times of late, we have been threatened with strike, and when we thought that we were in any way in the wrong, have attempted to adjust matters ourselves.

Our men went out on strike on the morning of the 14th, or rather the notices that we would pay on our regular day, the 18th, were posted on the afternoon of the 13th, and our men would not report for work on the morning of the 14th, but held a meeting near the top of our mine shaft, and we could get no one to go down the shaft or the other parts of our operation for work.

On the afternoon of the 14th, while Clarence B. Sturges, Gen. Mgr., and R. J. Uren, Supt., were in the office at the Colliery, they were waited on by a committee of their employees, who handed them a copy of the resolutions which had just been passed at a meeting held over at Dunkirk, which were about as follows: *"Resolved,* That the employees of the Pine Hill Coal Co., do not return to work until they receive their pay for the last half of June; *Resolved,* That the employees of the Pine Hill Coal Co. do not return to work until the Company agrees to pay on the 15th and 30th of every month."

The committee asked us for our reply to the above resolutions. Messrs. Sturges and Uren stated that we would live up to our notice

and pay on our regular days, the 18th, and that their employees had not abided by the Awards of the Strike Commission, and the Company could not agree to pay on the 15th and 30th, because when the men were paid during the week instead of Saturday, work at the Colliery was crippled for a day or two thereafter, by the men staying away from their work.

We also called to their minds the fact that we had posted notices that the men who stayed away from their work after pay day, would be discharged, and we found that we would have to discharge such a large proportion of our men, that we had abandoned this rule after discharging fifteen after the first pay day on which the notice was posted.

The committee claimed that the men were striking because they only got one pay in the month of July, which was not living up to the law. They get, however, three pay days in August, the first pay being the first day of the month, and this is governed entirely by the day on which Saturday nearest the 15th and 30th happens to fall, and it happens that there are three pay days in one month and only one in another very seldom.

We informed the committee that if the men would agree to all report for work after pay day, and would not cripple the work of the Colliery, on and for the day or two following, that we would be only too glad to pay on the 15th and 30th of the month regularly, but we knew that there was no use in their agreeing to do so, as they had not lived up to other agreements; and we had also been informed by several who did pay on the 15th and 30th, that work at their colliery was crippled for several days following each pay, when the pay came during the week and not on Saturday.

For the above reasons we objected to paying on the 15th and 30th of each month, and wish to continue as we always have on the Saturdays nearest the 15th and 30th.

Respectfully submitted to the Board of Conciliation this 15th day of July, 1903.

By the PINE HILL COAL COMPANY.

To the Board of Conciliation:

Gentlemen: In reply to the complaint presented by the Pine Hill Coal Company against its employees, we, the committee representing the employees, respectfully state:

That up until the month of July, 1900, this Company paid its employees monthly and at the request of the employees changed to a two weeks' pay, but pay days were irregular. After resuming work at the end of the 1900 strike, complaint of such irregularity was made and some time later, it was agreed between the company and the mine committee that pay days should be on Saturday nearest the 10th and 25th of each month. This system continued in effect until about one year ago and without any conciliatory movement on the part of the company, notices were posted saying that pay day in future would be on Saturday nearest the 15th and 30th of the month. The employees protested at different times to the Foreman and to the Superintendent, but with no avail. About three months ago pay was not forthcoming according to dates named and the employees refused to work, but sent a committee to Superintendent with a request that he obtain a definite understanding from Mr. Sturgis. The Superintendent made an arrangement with the committee and this was reported to the employees at the shaft head and same appeared satisfactory, for all employees went to work on same morning without loss of time. The arrangement so reported was "Pay day on 15th and 30th of each month."

The employees expected to be paid accordingly, but up to the 13th of July it was not done. At quitting time July 13th the following notice was seen posted at the colliery:

"The pay days of this company being on the Saturdays nearest the 15th and 30th of each month, the next regular pay will be on Saturday, July 18th, 1903.

(Signed) "RICH. J. UREN, Supt."

The regular pay day referred to in this notice was not fixed by agreement between employer and employed, but was substituted by the company for the regular pay days jointly fixed in 1900, and by so substituting the company assumed the initiative in manufacturing discord and they are responsible for this trouble and not the employees. We therefore state that the company is not correct in saying "When we thought we were in any way in the wrong, we have attempted to adjust matters ourselves."

The fact is that if the request of the employees to properly determine pay days had been complied with, there would be no "Threatened strike," as stated.

On the morning of July 14th, and in order to correct the grievance so that no difficulty should arise a committee was appointed to see the superintendent to request an adjustment of pay day dates to conform to law, but he said that his statement to the previous committee was, "That he would try to secure pay on the 15th and 30th and if any other report was made to the employees it was incorrect." This report was made to the employees, who, believing that the company did not intend to comply with the law and was denying them their privileges, returned home. The employees met that afternoon in the Black Valley School House (the place most suitable to their home location) and not Dunkirk (intended Duncott), and passed the resolution referred to in complaint which had been, was then, and is now their request that the semi-monthly pay law be put into effect. We deny that the employees violate the award more than does this company and as this company anticipated trouble as the result of posting notices, the responsibility for the suspension was occasioned by this act of the company, who knowing that the employees believed their pay day would be on July 15th, could have prevented this trouble by properly adjusting the matter.

It was known to all that the colliery was to be stopped in the near future to repair the hoisting engine, and this was done during this suspension. These repairs being necessary the company suffered no inconvenience. On Friday morning (17th) the employees were ordered by the District Officers to report for work. We, the committee, met the Superintendent, but the necessary repairs were not complete and the employees could not work until the 20th. Work was resumed on the 20th.

That a large proportion of our men stay away from work after pay day is not correct, and we submit that the percentage of absentees is no higher now than during previous years and that as many employees of sober and industrious temperament are in the employ of this company as are in the employ of any other coal company, it is an unjust reflection on the employees generally, and if there are a few who do not work steadily, the majority will endeavor to have them do what is right so far as moral suasion will admit.

We submit that the company has made no agreement with its employees to evade the provisions of the semi-monthly pay law and they have no legal right to object to pay according to said law.

We therefore on behalf of the employees by the power vested in us at said meeting on July 17th, respectfully request the Board of Conciliation to fully consider this reply and then have put into effect the provisions of the semi-monthly pay law, to the end that a good understanding shall be formed whereby it will in future be unnecessary for either the Pine Hill Coal Co. or its employees to at any time trouble the Board of Conciliation with a detail that could readily be disposed of between employer and employee.

Dated at Minersville, August 29th, 1903.

JOSEPH W. HARRISON,
HOWELL DAVIS.

ACTION.

NEW YORK CITY, Aug. 19, 1904.

"Whereas, The difficulty between the employers and employees at Pine Hill Colliery has been amicably adjusted, therefore Grievance No. 58 is withdrawn."

GRIEVANCE NO. 59.

SCRANTON, PA., June 26, 1903.

MR. W. L. CONNELL,
Connell Building,
City.

Dear Sir: Below please find memorandum of days of idleness at our mines since the award of the Commission, caused by the arbitrary position of the men:

April 13th. Colliery worked two hours. On account of rain storm men refused to go out.

April 16th. One of our men was buried at two o'clock in the afternoon. The men refused to work half a day, although we agreed to give them half a day off. Lost the whole day.

May 21st. Ascension Day. A religious holiday among the Polanders. Mines idle.

May 26th. Circus in Wilkes-Barre. No street parade and no afternoon performance, but the men refused to work anyway.

June 1st. Another Ascension Day, so called. Mines idle.

We are informed that on next Wednesday, the 29th, there is another holiday of some sort. We also are unable to work after each pay day any more than four or five hours. This holiday business and the fact that the men stay away from the mines whenever they see fit, is a very serious problem, and if the men cannot be controlled by their leaders any better than this, they certainly are in no position to talk about arbitration, as they apparently are unable to carry out the agreements they do make.

Yours truly,
H. H. BRADY, JR.,
Treasurer.

SCRANTON, PA., July 17, 1903.

MR. W. L. CONNELL,
City.

Dear Sir: I am informed that our breaker men are intending to cause us some trouble in the near future because we have no dust fan in the breaker. They sent a committee to us some time ago and said that if at the end of thirty days the fan was not in, they would strike. Our superintendent told the committee that we intended to put in a dust fan just as soon as we could get to it, as there was a considerable amount of dust in our breaker and we intended to correct it just as soon as we could put it in along with our other improvements. This apparently satisfied the committee, and yet I understand that they say they are going to strike at the expiration of the thirty days. This period is eight days from date. I have no definite knowledge that we will have a strike at that time, and yet I am fully convinced that when the day comes there will be no notice given us but probably a walkout, which will lose us a day or so at least.

Yours truly,
H. H. BRADY, JR.,
Treasurer.

SCRANTON, PA., June 30, 1903.

MR. W. L. CONNELL,
Connell Building,
Scranton, Pa.

We lost all day yesterday at our colliery because of another holiday, which they say is "St. Peter and St. Paul Day." For our part we would like you to insist that this sort of business must be stopped. If these people claim they can control their men, they should do it. We apparently have absolutely no control over our men and are unable to say whether or not they shall work—they simply stay away whenever they please. We would like to have this matter settled amicably, but we do not propose to let it go on the way it is. If they cannot stop it, we will make a fight with them on our own account, as we simply cannot and will not lose three or four days every month because the men are making such big wages that they apparently do not need the money.

Yours truly,

H. H. BRADY, JR.,
Treasurer.

ANSWER TO GRIEVANCE NO. 59.

SHICKSHINNY, PA., Aug. 12, 1903.

Gentlemen of the Board of Conciliation:

Regarding the various grievances of West End Coal Company, we, the employees, claim the rights as American citizens to observe and keep our religious holidays in any manner we as individuals see fit, claiming that right as American citizens. Little time has been lost at the colliery since the strike has been ended on our account.

On one occasion, April 13th, the mines were idle on account of it being flooded. The dust is so bad in our breaker that the boys cannot be expected to work every day. The breaker stands on a hillside and as the wind changes it makes conditions worse.

The company was notified on June 9, 1903, about putting in a dust fan, and they stated that they would do it when they make other necessary improvements. Regardless of our pleadings they have not granted our request.

Respectfully yours,

JOHN MITCHELL, President.
P. F. MITCHELL, Recording Secretary.
WILL R. RUSTAY, Financial Secretary.

ACTION.

Grievance No. 59, withdrawn.

GRIEVANCE NO. 61.

Employees vs. Lehigh Coal & Navigation Company.

To the Board of Conciliation:

Gentlemen: The undersigned employees 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 employees 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 employees 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 Lehigh Coal and Navigation Company:

"Resolved, By the Board of Conciliation, that inasmuch as the employees of the Railroad Department are not among those included in award of the Anthracite Coal Strike Commission, said grievance be not sustained."

GRIEVANCE NO. 62.

John Bowen and Richard Roderick, Rock Contractors, vs. Employees.

To the Board of Conciliation appointed under the award of The Anthracite Coal Strike Commission:

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

The facts in the case are as follows: Prior to the strike of 1900 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 ten 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 per day. Soon after that strike the men demanded an eight-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 eight-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 employees 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 that 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 since that time. 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 us back the 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 sixty 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 employees 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 employees under the award of the Anthracite Coal Strike Commission.

DECISION OF THE 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 employees, 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 employees can in any respect be 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 & 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 employees 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 involved in this case is whether contractors engaged in sinking shafts, removing rock, etc., and their employees 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 employees of contractors filed petitions with the Board of Conciliation for the increased compensation awarded by the Anthracite Coal Strike Commission to the employees 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. 26th, 1903, it was unanimously agreed by all the 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 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 of the Anthracite Coal Strike Commission; that they didn't sign any 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 depends solely on their bids as accepted by the operators.

It was also shown at the hearing that some of the contractors and their employees are in receipt of 10 per cent. advance of their former wages through voluntary and mutual agreement; some oper-

ators have voluntarily added 7½% to the price agreed upon as a result of the bid and the contractors affected have paid an increase to their employees. There has been some such increase by stripping contractors upon voluntary and mutual agreements; but all this had nothing to do with the operators, parties to the contracts involved.

The petition of the employees 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 is known as contract miners. They therefore reason from analogy that contract rock men should also have an increase; but the contract miners are employees of the operators, the operators fixing the price at which they work, while the contractors for the removal of rock are in no sense employees 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 employees of the operators, but of the miners themselves.

In considering this analogy the umpire asked the Board whether the employees 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 operators 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 tunnels and rock, sinking shafts, and other similar work, not being parties to the submission, nor having agreed to abide by the parties under the award of the Anthracite Coal Strike Commission and have no standing before the Board of Conciliation, and that their employees are not among those employees affected by the award of the Anthracite Coal Strike Commission.

CARROLL D. WRIGHT.

Washington, Sept. 4, 1903.

GRIEVANCE NO. 63.

To the Board of Conciliation:

We, the undersigned committee, appointed by the Rockmen of Luzerne County, at a special meeting held at Wilkes-Barre on May 17th, present the following grievance:

That the 10 per cent. back pay on our earnings from Nov. 1st, 1902, to April 1st, 1903, has not been paid, according to the award of the Anthracite Coal Strike Commission.

The 10 per cent. increase in wages has been paid since April 1st, 1902.

Respectfully,

WILLIAM ASHFORD.
PATRICK BRADY.
JOHN M. SUTTON.

ACTION.

See action Grievance No. 62.

GRIEVANCE NO. 64.

To the Board of Conciliation:

We, the undersigned committee appointed by Rockmen's Union No. 8684, A. F. of L., at a regular meeting held at Olyphant May 17th, present the following grievance:

That the 10 per cent. increase awarded by the Commission from Nov. 1st, 1902, to April 1st, 1903, has not been paid, according to the award of the Anthracite Coal Strike Commission. The 10 per cent. increase in wages has been paid since April 1st, 1903, by all but two contractors, namely, John Bowen and Richard Roderick.

We, your petitioners, respectfully call your attention to the following facts: That at the beginning, directly after the award made by the Commission, we invited the contractors to meet in a joint conference. That this was twice repeated, and in each of the three invitations tendered them by the Rockmen's Union they declined to meet us. That we then communicated by letter to each of the several contractors apprising them of our claim. That we gave them forty-five days grace in which to make an answer. That we offered arbitration, but that all our efforts toward a conciliatory arrangement, were ignored. And that in default thereof we were compelled to resort to the last means, with the result that the 10 per cent. increase as stated in wages was granted, but not the arrearages.

We respectfully urge that the Board of Conciliation take these facts into consideration, as we consider that the rock miners are entitled to the arrearages awarded them by the Commission.

In conclusion we respectfully call attention to the dangerous nature of our calling, and to the incidental expenses attached thereto, which are large. The rockmen do not as a rule work steady, as their occupation depends entirely upon contracts.

Respectfully,

THOMAS RUMFORD, Secretary.
C. H. BAXTER, Chairman.

ACTION.

See action Grievance No. 62.

GRIEVANCE NO. 65.

To the Grievance Committee, United Mine Workers of America, in session at Scranton, Penna.:

Gentlemen: We, the undersigned employees of the firm of Messrs. Pool and Skuse, Alden P. O., Luzerne County, Penna., respectfully represent that we work at rock work for said firm; that the Susquehanna Coal Company at Nanticoke has paid us the 10 per cent. raise agreed upon by the late Commission; that the Delaware, Lackawanna & Western Railroad Company has not paid us the extra 10 per cent. for work done and known as "back pay;" that the Lehigh & Wilkes-Barre Coal Company have also refused to pay us.

We respectfully petition your committee to grant such relief as may seem to you best and have the two companies above mentioned keep the contract and agreement made at time of settlement, and compel them to pay us the 10 per cent. pay now due us and to which we are entitled.

COMMITTEE.

June 26, 1903.

ACTION.

See action Grievance No. 62.

GRIEVANCE NO. 66.

William Darrah vs. Philadelphia & Reading Coal & Iron Company.

To the Board of Conciliation:

Gentlemen: The following grievance is respectfully submitted:

SHENANDOAH, PA., July 16th, 1903.

Statement of William Darrah, Engineer, Kohinoor Colliery, P. & R. C. & I. Co.

On Saturday 30th of May the Firemen at the above named Colliery ceased work, and orders were given to Engineers to draw fires as there was to be a general shut down.

The engineers complied with the order and they were all laid off until orders came to resume work after the strike was declared off.

I gave notice that I was going to comply with the order to cease work on the 2nd of June when all Engineers and firemen were to go out.

There was nothing done at the Colliery during the strike. I was running the water Engines at Shaft prior to the strike. I applied at the proper time to Mr. Gable, the outside foreman, and was put on for a couple of days repairing wash pump, then was ordered to go inside to run pump as there was only one shift at water engines.

When the second shift was started there was a new man put in my place. I went to see Mr. Gable, the outside foreman, and he said he knew nothing about it, and also said that I would have to go and see the Division Superintendent, Adam Boyd. I waited on Superintendent Boyd and asked him if there was any more charges against me, besides quitting on the second of June, and he said no.

After the Award of the Commission I made application to District Superintendent Coyle for third shift on water engines, same as I had been running before called out, and he said he would let me know in a few days.

The next time I met Mr. Coyle he told me there was charges against me by the Division Superintendent Boyd, and said I had best go and see him.

I went to see him and the charges he had against me was, that that after working my day I went back to the mines and interfered with

the men regarding the nine hours, and gave that as a reason why I could not have the third shift, which charges I denied.

He said he would investigate and let me know. He took over two weeks to investigate and found that I was innocent.

Then I asked him for my job, one of the three shifts, he said there was a man there, and said he would have no more to do with it; that I would have to see Mr. Gable or Mr. Coyle.

I saw Mr. Coyle, he said he did not see any reason why that I should not have the preference as the other man was a striker also.

He told me I had better go and see Mr. Gable.

I went to see Mr. Gable and explained the matter to him as to what Boyd and Coyle told me, and in conversation with Mr. Gable he told me he put the other engineer there and that Mr. Boyd did not acquaint him about the charges and that was the reason he put the other man there.

He also said they wanted to put the blame on him now, then he said he would make no changes.

I said I would see further and then went to Pottsville, Tuesday, May 26th, and made statement of my grievance to Mr. Veith, he said he would investigate and I have heard nothing since.

All of the above mentioned facts I am willing to swear to.

Respectfully submitted by

WILLIAM DARRAH,
No. 9 North West Street, Shenandoah, Pa.

COMPANY'S ANSWER TO GRIEVANCE NO. 66, WILLIAM DARRAH.

WEST SHENANDOAH, Aug. 10th, 1903.

MR. A. S. BOYD, Division Superintendent.

Dear Sir:

In answer to your inquiry concerning William Darrah beg leave to state that on May 29th when firemen quit and left the boiler house they did come and help to pull the fires, but not until requested by me and they worked that night watching around the place and made some connections on water line in case of fire, but the other men came

and asked if there was anything for them to do. Mr. Darrah never came near the place after the same night to ask if there was anything for him to do. He was not laid off but laid himself off. The other men arrived at the colliery the next morning when I told them that we would not do anything until further notice, would notify them when there would be anything to do. On the 2nd of June all of our firemen quit, consequently nothing doing at either place.

After the strike was declared off all our engineers came back, Mr. Darrah being the last to ask for anything to do, when they started to work at different odd jobs repairing and getting ready to make the start.

The reason that Mr. Darrah did not go back to his post of duty was that Mr. Dillinsinda and Mr. Frest had worked for our Company right along whether at this colliery or at some other they got the preference of position, and in order that Mr. Darrah should not suffer I placed him running a pump at the bottom of the shaft same wages as he had hoisting water. Now when the third shift came to go on Mr. Darrah never came to ask me for the job hoisting water, until three or four weeks after the position had been filled. He then came to the house one evening wanting to know if he could not get the job hoisting water. I told him then that I did not do business on that style; that he knew then as well as now that the third man was going on and why he did not come to see me at the time and he answered that he saw Mr. Coyle, District Superintendent, and that he informed him of charges against him, I told him that was no reason why he should not ask me for the position, that I done the hiring and not Mr. Boyd or Mr. Coyle unless they have a man to recommend for a position which neither of the two gentlemen did; that I placed the third man there and would make no changes to suit any particular person. I said you know that I put you at the pumps in order that you would have some employment. He answered yes sir, and I am thankful for it and you—but I will never be caught like this again. I said that is your business and not mine.

He then asked me if I had any objection if he went to Pottsville to see Veith; none in the least whatever.

As for the charges that were against you I know nothing of them, as for Mr. Darrah stating that I should make a remark that Mr. Boyd or Mr. Coyle wished to place the blame on me is falsehood.

I do not know anything of their business nor do I pretend to know, I attend to none other than my own.

P. S. The third man, Mr. Coyle, did work until some time in May, when he was beaten back by the mob, and as for his previous position was attending the machinery in breaker and was doing this work when he was chased and beaten home.

Respectfully,

A. D. GABLE, Foreman.

ACTION.

WILKES-BARRE, PA., Nov. 3, 1903.

"*Resolved*, That the complaint of William Darrah, that the Philadelphia & Reading Coal & Iron Co. had discriminated against him, be not sustained."

GRIEVANCE NO. 67.

Certain Contract Miners vs. Lehigh Valley Coal Company.

Gentlemen: The following grievance is respectfully submitted:

We were employed as contract (breast) miners at Primrose colliery, operated by the Lehigh Valley Coal Company. Superintendent Davis is the superintendent, and Mr. O'Donnel is mine foreman.

We went to work on Friday, July 31st, 1902, about 9 a. m., we found that the wagons were not running. We were informed by the drivers that there were three wagons off the track on the slant at the door which was ventilating door for the part of the mine in which we worked. The driver requested us to help put the wagons on, but on going out to see the wreck we discovered a bad condition, which would take a lot of time and labor to put right. The track leading to our gangway is a very heavy grade and its condition is such that many wagons are derailed. It took three hours' work to put the three wagons on the track. As we could not get any wagons to our chutes until the three wagons were put on and the track repaired, and this work being company work and not the work of contract miners, we went home until the company was prepared to haul our coal away. We never objected to help put a wagon on the track, but in this case

with three loaded wagons off, it was unfair to ask that contract miners put them back without compensation. If we had any assurance that we would be paid for putting those wagons on we would have stayed to do so.

We reported for work on Saturday morning and were discharged by the foreman. Believing that we would get no satisfaction from the foreman, we reported our grievance for presentation to the Board of Conciliation, when Mr. Fahy sent a committee to further investigate and if possible to secure an adjustment according to the system outlined by said Board. The committee met with us and advised that we see the mine foreman and request a proper adjustment. On August 5th we all went to the colliery and met the foreman as advised. He refused to reinstate us, as he said, "because of our not staying in the mines until the wagons were put on." He also said "that he had reported the matter to his higher authority, who approved his course, and such being the case he would resign from his position rather than reinstate them."

The Superintendent resides at Hazleton, and as the foreman had reported to him and the action being approved, we believe it unnecessary for us to meet the Superintendent.

Believing that we have been unjustly treated and that it would be unfair for us to have to put on those cars without compensation, or to remain in the mines for three hours without being able to perform any of our regular work owing to a likelihood of danger through impaired ventilation caused by damage to the door, we desire the Board of Conciliation to consider our grievance and adjust the same.

Dated Mahanoy City, August 5th, 1903.

ANT. POWILAITIS,
PETER DANIEL,
AUGUST HAUSER,
RALPH LEESON,
SANDY COBRAL.

To the Board of Conciliation:

Gentlemen: I desire to state to the Board before making any attempt to answer grievance from Primrose colliery, operated by the

Lehigh Valley Coal Company, that I was under the impression that the Board of Conciliation had upon a certain date resolved or ruled:

"If there shall be any disagreement with the foreman, or a failure on the part of the foreman to satisfactorily adjust such grievance, the employee or employees directly interested, or a committee of same, shall request an interview with the Superintndent or Manager of the mine or mines for the purpose of adjusting said grievance."

In this connection I wish to say that I have not been approached on this subject by any employee or member of any committee of workmen or otherwise, other than the foreman at the colliery, which is contrary to the rule adopted, consequently the complaint to you would be irregular before bringing the matter to the attention of the colliery Superintendent.

I have carefully investigated this matter, however, since it has been brought to my attention, and I find that on Friday morning, July 31st, 1903, three sets of miners were working at Breasts 3, 4, and 5, in what is known as No. 19 Back-switch Buck Mountain Plane until nine o'clock, when they left their working places because the first and third car of a trip of loaded cars became derailed on the gangway a short distance below their breasts. The driver, Edw. Cook, called upon these men, requesting them to render assistance in replacing the derailed cars. They appeared willing at first, but finding that the men engaged in Breast 18 were not on the ground to assist them they objected. The driver immediately told them he would bring the said miners down to assist, and while he was getting these men the miners who are a party to this grievance left the place and started for home. On their way up the gangway toward the bottom of the slope they met the assistant foreman, William Samuels, who inquired as to the cause of their going home, when they replied that the whole trip of cars were off the track, the door smashed and the road torn up, and that it would take at least four or five hours to put the cars on, and that they were not going to stay there. Mr. Samuels advised them to return to work, as it would take but a short time to get the cars on the track, and that they were unwise in going home, as they would not receive any cars at home, and that he thought there would be somebody else in their breasts if they insisted on going home. Their reply to Mr. Samuels was that they did not care a d——, they would not go back. Mr. Samuels then went on the scene of the supposed

wreck where these men claimed all the cars were off, taking him twenty minutes to reach the place, and he was in time to assist in placing the last car on the track. After this was done, Mr. Samuels hurried out, thinking to overtake them at the bottom of the slope, but instead of riding up the slope they walked up the man-way.

Mr. McCabe, a trackman, met the said miners on the gangway and inquired from them whether or not the cars had been put on the track, and they answered him, "No, nor we will not put them on either." Mr. McCabe advised them to wait, that he would have the cars on in about half an hour, but they insisted upon going home. The men engaged in Breast 18 and the gangway men assisted in placing the cars on the track.

Walter Burns, Wm. Shersiock, Alex. Stretsky, Adolph Uneff, working in the gangway and Breast 18, together with the driver and car runner Edw. Cook and Jno. Ryan, stated that the cars had been off the track for about two hours and maybe two hours and a half. These men jointly state that there was no more reason for these men going home than for them to go. They also state that there was no gas in the face of the gangway, neither was there any in any of the breasts. They also state that it is not an every day occurrence to have cars off at this point—there was one car off the day before and none since. They also state that it was customary when a car became derailed that to avoid any loss of time they would assist voluntarily in replacing the same. They also state that although they were delayed by the derailment of these cars, they all received a full compensation of a day's work, and there was no doubt in their minds but that the petitioners could have loaded their full number of cars if they had remained at work.

Mr. O'Donnell, the inside foreman at this colliery, did not see the men at all on the morning of July 31st, as they were in such a hurry to get out and keep out of his way that they did not attempt to ride but walked out the man-way. These men have been in the habit of leaving the colliery earlier than the company's regulation time for quite a while with some of their co-workers quitting on very trivial excuses. Mr. O'Donnell had warned them on several occasions that it would have to stop, and when they came to work the morning after he told them to load up the loose coal in their places. This they refused to do

Mr. O'Donnell states that a man by the name of Richards, another by the name of Terry McGinley, and another named Clark, called upon him in company with the men who were suspended. While at the foreman's office they read a grievance which they claimed had been sent to the Conciliation Board and had been returned by the Board to the District officers. It read that a trip of cars had jumped the track and dashed into the door which controlled the ventilation for their breasts, and that the breasts filled with gas, therefore making it dangerous to work in, and therefore they went home. Mr. O'Donnell told the committee that he refused to put the men back because he could have no control of the men employed at the colliery if he allowed such actions to go by without notice. He also told them that the men had told an untruth, as the door was not smashed as stated by the petitioners, neither was the track torn up, nor was there any accumulation of gas in any of the breasts or gangway, which can be proven by men who continued to work at Breast 18 and the gangway after the derailed cars had been placed on the track. The Committee asked Mr. O'Donnell that if these men would apologize and admit that they were wrong would he then take them back, and he said that he would not reinstate them at that time, as he felt that in order to maintain discipline at the colliery the course taken by him was right. With reference to the assertion or expression charging Mr. O'Donnell with saying to the Committee that "he would resign from his position rather than reinstate them" should only have applied to one of the petitioners, Ant. Powilaitis, Jr. He pointed to this man when making the assertion. Mr. O'Donnell gives as his reason for this that Powilaitis came into the office, or rather to the door, when he was engaged in writing at his desk and threatened that if he (O'Donnell) would put anybody in his place that somebody was going to die. He also made this statement to assistant foreman Harvey, therefore it should not be used against the other five petitioners.

With reference to that portion of the complaint where the petitioners report on their making the assertion to Mr. O'Donnell that they would have to see higher authority, and that Mr. O'Donnell said to them that he had already spoken to the Superintendent in regard to the matter the day after it occurred, and taking for granted the fact that Mr. O'Donnell had made the assertion that the Superintendent approved his action, I do not think that the Committee,

together with the petitioners, were justified in ignoring the rule as set down by the Board of Conciliation; that if this rule is to be a criterion in the settlement of these petty cases that this complaint should be returned to the petitioners with a recommendation that they proceed in accordance with the aforesaid rule.

As to these men being unfairly treated, I feel that this is not a fact and only used in this manner to help themselves out. It has been customary all through the history of mining for all parties working in the neighborhood of an occurrence of this kind to render all the assistance possible so that they would not be at a loss from such delay longer than they could possibly help. It has always been considered a favor to the driver, rather than to the manager or operator of the mines, and we feel that we can state without fear of contradiction that there is nothing on record which shows that compensation was ever given for the volunteered service of miners to drivers in assisting to put on derailed cars. We have the first miner to make a demand on the foreman for compensation for such work, so that in our judgment the claim of being unjustly treated is entirely uncalled for. We have, however, in cases of wrecks requiring from five to ten hours' work to repair the same, selected miners capable of doing the work and shut down the balance of the work until the same was repaired, but in this particular case you can see that with all the inconvenience these men put the driver to in having to go in search of other men it took at most two and one-half hours to place the cars on the track, while had they made an effort in the first place the chances are that they would have placed the cars on the track in possibly an hour at most, therefore we are of the opinion that on the whole the petitioners have been very inconsistent in their claim throughout. They have not been truthful, which you can readily see by the statements of co-workers, together with the other employees of the colliery, already submitted to you.

It should be self-evident to your Honorable Board after reading this report, that the petitioners did not in any manner exert themselves to avoid bringing this matter to your attention. You will notice that only one man had been discharged, the balance suspended,

and that the foreman, who is in duty bound in the management of his colliery to maintain discipline, was compelled to make an example of some in order to properly control the greater number.

Yours very respectfully,

C. H. DAVIS,
Div. Supt. L. V. Coal Co.

ACTION.

PHILADELPHIA, PA., April 15th, 1904.

In re Grievance No. 67.

Resolved, That inasmuch as the complainants are now employed, the grievance be withdrawn.

GRIEVANCE NO. 68.

Joseph Smith, Blacksmith, vs. Lehigh Valley Coal Company.

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 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 less per week than he received before the strike. Mr. Smith requests that he be given the wages due him as per 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. 69.

James J. Campbell vs. St. Clair Coal Company.

To the Board of Conciliation:

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

ST. CLAIR, July 21st, 1903.

Dear Sir: As the arbitration commission decided no discrimination against Union or Non-union members, and as I, as a Union member, have been discriminated against without cause, as my place as engineer was not filled during the strike; but when I applied for my position I was informed there was a man for my position. On inquiring if there was anything against me, I was told there was not. Since then I have been unable to secure anything that paid me as well, or near it.

I would prefer personally to state my grievance, as I feel I have been unjustly discriminated against. Trusting the Board will endeavor to adjust my grievance, I am.

Respectfully yours,

JAMES J. CAMPBELL.

THE ST. CLAIR COAL COMPANY.

Main Office:
LIBRARY BUILDING, Scranton, Pa.

ST. CLAIR, PA., Sept. 12th, 1903.

Mr. T. D. Nicholls,
Secretary Conciliation Board,
Scranton, Pa.

Dear Sir: Referring to the complaint of James J. Cambell that he has been discriminated against, would say, at the close of the strike his position was filled by a man who had worked for us during the strike. Mr. Campbell then went to work for the Darkwater Coal Co. and later on applied to us again for a position, saying that he would accept any position which might be vacant, when we gave him employment as a fireman, which position was then vacant, and which position he now holds.

Had we wished to discriminate against him we certainly would not have employed him in any capacity.

Very truly yours,

THE ST. CLAIR COAL CO.,
Wm. T. Smith, Superintendent.

ACTION.

WILKES-BARRE, PA., July 12, 1904.

Resolved, That inasmuch as the complainant has secured a position and desires his case withdrawn, therefore the same is withdrawn. Adopted.

GRIEVANCE NO. 70.

Charles H. Jones vs. Philadelphia & Reading Coal & Iron Company.

To the Board of Conciliation:

Gentlemen: The following grievance is respectfully submitted:

I was employed as a hoisting engineer 14 years at the Brookside Colliery.

John Lorenz is Superintendent, John Monahan is Mine Foreman.

Before the strike my wages were fifty-five dollars per month, and the 16 per cent. added to that.

I was refused reinstatement, can't give any reason why.

Both Superintendent and Mine Foreman said there was nothing against me whatever more than a family quarrel between my children and a non-union man's children until the wives got mixed in it, that is all the charges against me.

I am at present employed on the chain gang with the Pump Boss, sometimes running extra at the pumps.

My wages are $9.00 per week and before the strike they were $55.00 per month, with the 16 per cent. added to that.

I desire to have my case brought up before the Board of Conciliation for the purpose of getting my case before Mr. Luther.

I am willing and desire to appear before the Board, as I can get no satisfaction here.

The man that is at my job was not employed one day during the strike at my place.

Yours respectfully,

(Signed) CHARLES H. JONES,
Tower City, Pa.
July 25th, 1903. Brookside Colliery, P. & R. C. & I. Co.

POTTSVILLE, PA., Aug. 11th, 1903.

R. C. LUTHER,
General Superintendent, P. & R. C. & I. Co.

Dear Sir: In regard to grievance submitted by Chas. H. Jones to the Board of Conciliation, I herewith report as follows: Chas. H. Jones was employed as engineer at the No. 4 underground slope, West Brookside Colliery, up to June 2nd, 1902, when he quit his work at the call of the Miners' Union. During the strike his work was taken up first by David Fry, an engineer from Lincoln Colliery. Mr. Fry did not wish to remain at that work and John Wagner, who was working at Kalmia during the strike, took the place of Mr. Fry in the first half of October, some time before the strike ended and was continued at that work up to the present time. After the strike ended Chas. H. Jones reported for work and wanted what he called "his job"

back again and was told that his place had been filled. He was given work with the machinist gang and started at once and has been working at that work off and on since, at which work he is paid $9.00 per week with 16 per cent. added, but some times he has been given a pump to run and several times has run the engines he ran before the strike. At such times he has been paid the same wages as the pumpmen or engineer whose places he filled. This he does not mention in his statement to the Board of Conciliation. His statement that the Superintendent and Mine Foreman told him that there was nothing against him except a family quarrel between his children and a non-union man's children is false. After the strike ended his wife and family were very abusive towards the family of Daniel Carl, one of the engineers at the East Brookside who had worked during the strike, and who lived close the Jones family.

Mr. Carl complained of this several times and on November 21st, 1902, came to the Pottsville office and made complaints and it was then that the Superintendent was notified to call Mr. Jones down. Dan Carl, the engineer, whose family were abused, has since given up his work and moved from the county, giving as his reason that he could not stand the abuse any longer, while Mr. Jones does not show his feelings towards the men who assisted to save the Colliery during the strike in his statement to the Board of Conciliation, yet he does so in his personal letter to Mr. Fahy which is attached to his statement and describes the Assistant Foreman at the Colliery as a "scab" and says the Supy. is no better.

I will also say that Mr. Jones is not a first-class engineer and cannot be used to run any other engine at the Colliery except the one he ran before the strike, which is but a small one and the only one he ever ran.

Yours truly,

JOHN MAGUIRE, Div. Supt.

ACTION.

PHILADELPHIA, PA., Dec. 23, 1903.

In re grievance No. 70. *Resolved,* That inasmuch as complainant is now employed the grievance be withdrawn.

(See action in re Grievance No. 72.)

GRIEVANCE NO. 71.

Jacob Ball vs. Philadelphia & Reading Coal & Iron Company.

To the Board of Conciliation:

Gentlemen: The following grievance is respectfully submitted by Mr. Jacob Ball of Tower City:

TOWER CITY, PA., July 29th, 1903.

To the Board of Conciliation:

Gentlemen: The following grievance is respectfully submitted:

I was employed as a topman at the Whites' Vein Slope for about four years when I was injured and through this injury I lost my left foot. This was at West Brookside Colliery, operated by the P. & R. C. & I. Co., Mr. Jno. Lorenz is the Superintendent and Mr. Wm. D. Jones the Outside Foreman. After I was able to work again I was jobbing outside and finally was put to running a pump and was so employed up to the time of the strike. I received $9.00 per week for running pump, and after the strike I was refused reinstatement because I was told that the foreman said because I testified before the Anthracite Coal Strike Commission. Through the efforts of a local committee I was given work as a slate picker, for which I received $6.00 per week. My present wages compared with my wages before the strike are 50 cents per day less than they were. I desire my case to be brought up for reinstatement, and if necessary I will go before the Board of Conciliation.

Yours respectfully,

JACOB BALL.

POTTSVILLE, PA., Aug. 11, 1903.

MR. R. C. LUTHER,

General Superintendent, P. & R. C. & I. Co.

Dear Sir: In regard to the grievance submitted to the Board of Conciliation by Jacob Ball, I report as follows: Jacob Ball was employed at West Brookside Colliery running one of the fresh water pumps that pump the water up from Tower City to the colliery up to the beginning of the strike of 1902. On June 2nd when the engineers and firemen were ordered to strike by the Miners' Union, he quit his

work. It was necessary to run those pumps during the strike to get water for the Colliery boilers and other men were employed to run them. When the strike ended Mr. Ball reported for work and wanted to be reinstated at running the pump, but was told that his job had been filled. He did not apply for other work until April 9th, 1903, when he was given work at the breaker picking slate, at which he has worked up to the present time. His statement that he was refused reinstatement because he had testified before the Anthracite Coal Strike Commission is not true. As he had not testified before the Commission for nearly two months after the strike ended and after he had made applications for reinstatement. The reason that he did not apply for other work until the beginning of April, 1903, was because he was being paid by the union to remain idle with the understanding that the Commission would reinstate him in his old position and remove the men who had worked during the strike. This same reason applies also to Thos. Doorley and other of the Brookside engineers who did not apply for work until April 1st, 1903.

Yours truly,

JOHN MAGUIRE, Div. Supt.

ACTION.

PHILADELPHIA, PA., Dec. 23, 1903.

In re grievance No. 71. *Resolved,* That inasmuch as complainant is now employed the grievance is withdrawn.

(See action in re Grievance No. 72.)

GRIEVANCE NO. 72.

Thomas Doorley vs. Philadelphia & Reading Coal & Iron Company.

To the Board of Conciliation:

Gentlemen: The following grievance is respectfully submitted:

I was employed as hoisting engineer for twenty-nine years at the following P. & R. C. & I. Collieries, Hillside, Ellanwood, East Franklin and Brookside.

John Lorenz is Superintendent and W. D. Jones Outside Foreman at the (Brookside) Colliery. At the colliery that I worked at last

before the strike my wages were $55.00 per month and 16 per cent. added to that. After the strike I was refused reinstatement because the Superintendent told me that my place was promised to a man who had worked during the strike.

For the purpose of being reinstated I went to see the general superintendent and his assistants at Pottsville.

At present I am employed on chain gang at nine dollars per week with 16 per cent. added.

Compared with my wages before the strike I am just twenty dollars short in earnings.

I desire my case to be brought before the Board of Conciliation for reinstatement, and also insist on going before the Board to show that I have a clear case of grievance.

I was stopped off one week before the engineers were called out on strike, but I was to work every other week to hoist water as there was only one shift hoisting water and I was to have my turn.

Signed, THOMAS DOORLEY,
Tower City, Pa.

July 25th, 1903. Brookside Colliery, P. & R. C. & I. Co.

POTTSVILLE, PA., Aug. 11, 1903.

MR. R. C. LUTHER,
Gen. Supt. P. & R. C. & I. Co.

Dear Sir: In regard to the grievance which has been submitted to the Board of Conciliation by Thomas Doorley, I report as follows:

Mr. Doorley was employed as an engineer at the East Brookside No. 4 Vein Slope before the strike of 1902. About the 26th of May the order had been issued by the Miners' Union calling on all engineers and firemen to stop work on the 2nd of June. Mr. Doorley announced his intention to obey the order and quit and was told he might as well do so at once, which he did. During the strike men were obtained to work in this slope and Chas. Decker was put in Doorley's place as engineer and has remained at that work up to the present time. After the strike Mr. Doorley applied for his position as engineer and was told that it had been filled by another man. He

would not accept any other work but several times asked to be reinstated in his old position. On January 6, 1903, he called on Mr. Veith and myself at the colliery and made a request to be reinstated and was told that the man who was then in his place would not be dismissed to reinstate him and was advised to take other work until he could get an engine. This he refused to do and remained idle. On January 21, 1903, Frank Salem, one of the engineers at the East Brookside Shaft, took sick and Doorley was sent for to take his place. He refused to take the work and remained idle until April 1st, when he applied for work and was given work with the machinists' gang and worked until June 16th, when he was injured and was not able to resume work until Sunday last, 9th inst., when he was put to run a pump.

Mr. Doorley makes a statement in his private letter to Mr. Fahy which is attached to his statement to the Board of Conciliation which is not true, that is that he had been refused an engine when there was an opening, and that two other men were brought from other places and were given engines. The facts are that on June 16th after Doorley had been injured Dan Carl, one of the shop engineers, quit on account of his family being abused because he had worked during the strike and George Whitley, who was the only engineer at the Colliery who had any experience with the shop engines, was put on in his place. Wheatley had run these engines during and before the strike. Again on July 20th John Kimmel, one of the shop engineers, pulled the bucket loaded with rock over the top sheave, endangering the lives of the men at the bottom of the shaft. He was given other work and Joseph Workman, an engineer from Good Spring Colliery, was put in his place, as there was no available man at Brookside competent to run the shop engines. At the time these changes were made Mr. Doorley was unable to work and was not able to work on July 25th, when he was called to present a grievance.

Yours truly,

JOHN MAGUIRE, Div. Supt.

ACTION.

PHILADELPHIA, PA., Dec. 23, 1903.

In re grievances No. 70, 71, 72, Jacob Ball, Chas. H. Jones and Thomas Doorley, respectively, vs. the P. & R. C. & I. Co.

"Resolved, That inasmuch as the complainants are now employed the grievances be withdrawn."

GRIEVANCE NO. 73.

John S. Mahoney vs. St. Clair Coal Company.

BROAD MOUNTAIN, PA., Aug. 12, 1903.

To the Board of Conciliation:

Gentlemen: I was employed at the St. Clair Coal Company's Colliery for about three years until May 29th, 1903, when I was struck on the jaw by Henry Sewall, the Machinist Boss at the colliery, at about eight 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 for 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 Sewell. 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.

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

GRIEVANCE NO. 74.

Charles L. Winter vs. Summit Branch Mining Company.

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 time they employ other people almost daily, and being an old citizen in the town they are not treating me fairly 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 withdrawn by the complainant.

GRIEVANCE NO. 75.

Thomas M. Lewis vs. Summit Branch Mining Company.

WILLIAMSTOWN, PA., 8-7, 1903.

To the Board of Conciliation:

I have been an employee of this Colliery for the past 21 years, and for the past nine years have been employed on the bank dumping rock when 4 was drowned out and up to a few weeks ago has not been working on account of the water. It is now being put in order but when I went for my position, was told that they had a man in my place, who could do his work and mine too, for the present.

Thus far I have had no work and do not know when I will be reinstated to work.

I have one daughter and one son too young to work and are dependent upon me.

I have been through all the strikes in the (W. B. A.) from 1868 to 1876, and several since and never before have I been laid off on account of the strike until this time.

I send you this for your consideration and trust that all may be satisfactory. I beg to remain,

Very respectfully,

THOMAS M. LEWIS.

LYKENS, PA., Sept. 9, 1903.

ANSWER TO GRIEVANCE NO. 75, BEFORE THE BOARD OF CONCILIATION, THOMAS M. LEWIS.

Mr. Lewis worked on Rock Bank, as stated. Since the strike the smaller tonnage has allowed a reduction in the force at that point. Two sons of this gentleman are firing, and the fact of his not having work is due simply to there being no need of his services.

Yours respectfully,

HOOD MCKAY, Superintendent.

ACTION.

PHILADELPHIA, PA., Dec. 22, 1903.

The following resolution was adopted:

Resolved, That the Board of Conciliation recommend, inasmuch as the operators at Summit Branch Colliery at Williamstown and at Short Mountain Colliery at Lykens have offered to provide employment as opportunity offers for persons who have presented Grievances Nos. 43, 22, 75, 76, 77, 78, 79 and 81, that these men be given preference over otl er men for such positions as they are capable of filling; this is not to include the case of John M. Beadle, which is referred for further information.

GRIEVANCE NO. 76.

WILLIAMSTOWN, PA., Aug. 8th, 1903.

To the Board of Conciliation:

Gentlemen: The following grievance is respectfully submitted:

I was employed at the Williamstown Colliery for the Summit Branch Mining Company.

Mr. Hood McKay is the Superintendent, Mr. Golden Assistant, John Snassaman Outside Foreman.

I believe that I have been discriminated against.

I worked at the Colliery for 15 years as Outside Laborer, and since the strike can get no work.

I tried every way in my power to get work at the mines, they tell me they have no work, but there are others coming from a distance getting work.

I am willing to take anything I could get.

Yours respectfully,

CHAS. MCSURDY.

LYKENS, PA., Sept. 9, 1903.

ANSWER TO GRIEVANCE NO. 76, BEFORE THE BOARD OF CONCILIATION, CHAS. McSURDY.

Mr. McSurdy was employed on and around the breaker tip. Since the strike our reduced out-put has made fewer men needful at this point, which is the only reason for this man's idleness.

Very respectfully,

HOOD MCKAY, Superintendent.

ACTION.

PHILADELPHIA, PA., Dec. 22, 1903.

The following resolution was adopted:

Resolved, That the Board of Conciliation recommend, inasmuch as the operators at Summit Branch Colliery at Williamstown and at Short Mountain Colliery at Lykens have offered to provide employment as opportunity offers for persons who have presented Grievances Nos. 43, 22, 75, 76, 77, 78, 79 and 81, that these men be given preference over other men for such positions as they are capable of filling; this is not to include the case of John M. Beadle, which is referred for further information.

GRIEVANCE NO. 77.

S. S. DeWalt vs. Summit Branch Mining Company.

WILLIAMSTOWN, PA., Aug. 6th, 1903.

To the Board of Conciliation:

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

I was employed at the Summit Branch Colliery, at Williamstown, Dauphin Co., Pa. (It is now known as the Summit Branch Mining Co.) Mr. Hood McKay is Superintendent, Mr. Michael Golden, Assistant Superintendent and Mr. John Saussaman, Outside Foreman.

I believe I have been discriminated against, as I worked at the above Colliery for a period of 31 years. (Inside 27 years, outside over 3 years.) I have been unable to secure employment at the Colliery since the strike of 1902, though I have tried everything in my power to secure work.

My work at the time the strike began was Headman at No. 1 shaft at Bear Valley. The officials always tell me they have no work, while they are emplcying numerous men continually, some that never worked at a mine before and come here entire strangers.

I am with much respect, yours very truly,

S. S. DEWALT.

LYKENS, PA., Sept. 9, 1903.

ANSWER TO GRIEVANCE NO. 77, BEFORE THE BOARD OF CONCILIATION, S. S. DeWALT.

Mr. DeWalt's position at the colliery was that of general laborer, having been employed tending the head of No. 1 Shaft, and at odd jobs around that opening. The man who took his place during the strike, who assisted in taking out the water, is still holding the position.

His claim that other men are being employed is correct, but only so far as they are entitled to positions.

Yours respectfully,

HOOD MCKAY, Superintendent.

ACTION.

PHILADELPHIA, PA., Dec. 22, 1903.

The following resolution was adopted:

Resolved, That the Board of Conciliation recommend, inasmuch as the operators at Summit Branch Colliery at Williamstown and at Short Mountain Colliery at Lykens have offered to provide employment as opportunity offers for persons who have presented Grievances Nos. 43, 22, 75, 76, 77, 78, 79 and 81, that these men be given preference over other men for such positions as they are capable of filling; this is not to include the case of John M. Beadle, which is referred for further information.

GRIEVANCE NO. 78.

J. M. Romberger vs. Summit Branch Mining Company.

WILLIAMSTOWN, PA..

To the Board of Conciliation:

Gentlemen: The following grievance is respectfully submitted:

I am living in town for over twenty-two years and have worked here ever since except for a number of years when I got disabled at the Summit Branch Colliery but have worked there the last three years up to the last strike. I did not go on strike when the miners did, I was running a hoisting engine sinking a test slope and we were supposed to work on by orders of Local Union, U. M. W. of A., but the company stopped us of its own accord. And of course had no work ever since at the Summit Branch Colliery where Hood McKay is Superintendent and Michael Golden Assistant Superintendent and John Saussaman, Outside Foreman.

I therefore believe that I am discriminated against, because I asked for any kind of work and there were two jobs open at the time I asked but they had no work for me but gave it to a man who had not worked here for fifteen years. There are lots of men got work that had not worked here for years, but I can't get no work of no kind

Respectfully yours,

J. M. ROMBERGER.

LYKENS, PA., Sept. 9th, 1903.

ANSWER TO GRIEVANCE NO. 78 BEFORE THE BOARD OF CONCILIATION, J. M. ROMBERGER.

Mr. Romberger was employed formerly hoisting at a small crab engine from a trial hole sunk to fight fire in the Big Slick Slope. This work has been completed, and the engine taken away.

Owing to his inability to do laboring work, no position has been found which he is able to fill.

Yours respectfully,

Hood McKay, Superintendent.

ACTION.

PHILADELPHIA, PA., Dec. 22, 1903.

The following resolution was adopted:

Resolved, That the Board of Conciliation recommend, inasmuch as the operators at Summit Branch Colliery at Williamstown and at Short Mountain Colliery at Lykens have offered to provide employment as opportunity offers for persons who have presented Grievances Nos. 43, 22, 75, 76, 77, 78, 79 and 81, that these men be given preference over other men for such positions as they are capable of filling; this is not to include the case of John M. Beadle, which is referred for further information.

GRIEVANCE NO. 79.

Allen Beidler vs. Summit Branch Mining Company.

WILLIAMSTOWN, PA., Aug. 8th, 1903.

To the Conciliation:

Gentlemen: The following grievance is respectfully submitted:

I was employed at the Williamstown Colliery for the Summit Branch Mining Company.

Mr. Hood McKay is the Superintendent, Mr. Golden Assistant, and Thomas Bond is Inside Foreman.

I believe that I am discriminated against. I worked at the Colliery for thirty-five years and have been employed as a pump-runner for a period of twelve years, and since the strike can get no work. I tried every way in my power to get work at the mines.

They tell me they have no work, and at the same time there are others from a distance coming here and getting work.

I am willing to take anything I could get.

Yours respectfully,

——— ALLEN BEIDLER.

LYKENS, PA., Sept. 9, 1903.

ANSWER TO GRIEVANCE NO. 79, BEFORE THE BOARD OF CONCILIATION, ALLEN BEIDLER.

Mr. Beidler's position as pumpman was filled during the strike, at which time our Williamstown Colliery was in imminent danger of

being drowned out. Since that time our long list of unemployed has made it impossible for us to give him work.

Yours respectfully,

HOOD MCKAY, Superintendent.

ACTION.

PHILADELPHIA, PA., Dec. 22, 1903.

The following resolution was adopted:

Resolved, That the Board of Conciliation recommend, inasmuch as the operators at Summit Branch Colliery at Williamstown and at Short Mountain Colliery at Lykens have offered to provide employment as opportunity offers for persons who have presented Grievances Nos. 43, 22, 75, 76, 77, 78, 79 and 81, that these men be given preference over other men for such positions as they are capable of filling; this is not to include the case of John M. Beadle, which is referred for further information.

GRIEVANCE NO. 80.

Daniel J. Flinn vs. Summit Branch Mining Company.

To the Board of Conciliation:

Gentlemen: The following grievance is respectfully submitted:

WILLIAMSTOWN, PA.

I was employed at the Williamstown colliery for the Summit Branch Coal Company. Hood McKay is Superintendent, Thomas Bond is Foreman, and Michael Golden is Assistant Superintendent.

I believe that I am discriminated against. I worked at the aforesaid colliery for thirty years as an engineer and so employed up to the strike, and since the strike I have been up for work, not at my own job, but at anything that they would give me and they have been telling me they have nothing, and I know it to be a fact that they have been hiring strangers.

DANIEL J. FLINN.

LYKENS, PA., Sept. 8, 1903.

ANSWER TO GRIEVANCE NO. 80, BEFORE THE BOARD OF CONCILIATION, DANIEL J. FLINN.

Mr. Flinn was employed at the time the strike took place in hoisting water from a partially flooded shaft. It being absolutely necessary to keep this opening going, a man was found to fill his place, who is there yet.

Up to the present writing we have had a long list of regular laborers unemployed and for that reason have not employed Mr. Flinn.

Yours respectfully,

HOOD MCKAY, Superintendent.

ACTION.

PHILADELPHIA, PA., April 15th, 1904.

In re grievances No. 67 and 80, the following resolution was adopted:

Resolved, That inasmuch as the complainants are now employed, the grievance be withdrawn.

GRIEVANCE NO. 81.

Morgan W. Thomas vs. Summit Branch Mining Company.

WILLIAMSTOWN, PA., August 6th, 1903.

To the Honorable Conciliation Board:

Gentlemen: Worked for twelve years for Summit Branch Coal Co. as a boy Slate Picker, later three continuous years as Coal Inspector, Pay Clerk, Breaker Clerk and Tester for eighteen months previous to strike; never lost a day, excepting five weeks, five years ago, when I fell from the cars, permanently injuring my already crippled knee, and resuming work on two crutches to oblige.

Wages when strike came on ($8.10+10 per cent. $9.00), am fifty-eight years of age, father of eight children, wife and four living (boys), aged 12, 9, 5 and 2 respectfully; three positions in twenty years, rendered satisfactory service, steady, reliable, sober, industrious, is the comment of my employers.

Have repeatedly applied for work at my old "job" or anything. Told: "We expected you to stand by the company. No one at your work, will put you on as soon as possible" (conditions now same as eighteen months before strike) or "nothing yet." My work is burdened on Breaker Foreman.

Thanking your Honorable Board for your kind perusal and consideration of this "Grievance,"

I am, dear sirs, with compliments,

Very respectfully yours,

MORGAN W. THOMAS.

LYKENS, PA., Sept. 9, 1903.

ANSWER TO GRIEVANCE NO. 81, BEFORE THE BOARD OF CONCILIATION, MORGAN W. THOMAS.

Mr. Thomas has filled the various positions as stated in his grievance, having descended from Pay Clerk to Testing Slate in the chutes at breaker. Previous to the strike he was employed in the last named position, and since the Colliery has resumed work, this place has not been filled, as our reduced shipments have allowed the regular Coal Inspector to do what little chute testing is necessary.

Mr. Thomas is unable, owing to a badly crippled knee, to do laboring work, and for that reason we have been unable to give him work.

Yours respectfully,

HOOD MCKAY, Superintendent.

ACTION.

PHILADELPHIA, PA., Dec. 22, 1903.

The following resolution was adopted:

Resolved, That the Board of Conciliation recommend inasmuch as the operators at Summit Branch Colliery at Williamstown, and at Short Mountain Colliery at Lykens, have offered to provide employment as opportunity offers for persons who have presented grievances Nos. 43, 22, 75, 76, 77, 78, 79 and 81, that these men be given preference over other men for such positions as they are capable of filling; this is not to include the case of John M. Beadle, which is referred for further information.

GRIEVANCE NO. 82.

George Ball vs. Lehigh Valley Coal Company.

MAHANOY 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. Coal 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.

Grievances Nos. 73 and 82 were withdrawn by the complainants.

GRIEVANCE NO. 83.

Certain Employees vs. Gunton Coal Company.

To the Board of Conciliation:

Gentlemen: We, the undersigned officers of Local Union 490, U. M. W. of A., representing the employees 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 employees 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 them to their employees.

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. 15th, 1903.

"In reference to complaint of employees 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. 84.

Joseph Schone vs. Riverside Coal Company.

To the Board of Conciliation:

Gentlemen: The undersigned officers of local union 1707, U. M. W. of A., representing the employees of Riverside Coal Co. of Archbald, respectfully represent:

That Jos. Schone was a pump runner and all around machinist for the Riverside Coal Company until the time of the strike in 1902.

That after the strike was called off he applied for his usual work and was refused. The superintendent told him there was a man in his place.

One week later it was necessary to repair pumps and have a machinist and the superintendent hired another man instead of Jos. Schone. On this being done this grievance committee waited on superintendent and asked to have Mr. Schone reinstated.

After discussing the case for some time the superintendent explained his position by saying that he would not consider his case until after the award of the Commission.

Mr. Schone left his case in the hands of the grievance committee.

In the meantime Dr. Rice, the superintendent, died before the award of the Commission was made. The committee did not wait on the new Superintendent until after award of the Commission April 1, 1903. On waiting on the new superintendent, Stephen Rice, he stated that there was a man in Schone's place and he could not discharge him.

The committee called his attention to the fact that it was understood that there would be nothing done until after the Commission's award; but before the award was given they hired three different men in Mr. Schone's position.

The superintendent admitted that Mr. Schone was a first class man in every respect, but he did not think he intended to come back. The superintendent also admitted that he was acquainted with all particulars in the matter; also the agreement with Dr. Rice.

We respectfully request that the Board of Conciliation request the company to reinstate Mr. Schone to his former position.

Respectfully submitted,

P. J. MUNLEY, President.
WM. A. STEVENS, Secretary.
JOSEPH SCHONE, Complainant.

COPY OF OPERATORS' ANSWER TO GRIEVANCE NO. 84.

SCRANTON, PA., Sept. 7th, 1903.

To the Board of Conciliation:

Gentlemen: In reply to your communication as to Grievance No. 84 of Local No. 1707, U. M. W. of A.: The first we knew that Mr. Schone desired reinstatement was when the committee called on us some time after April 1st, 1902; we told the committee that had we known that Mr. Schone desired the place referred to, we could have had nothing against him. We knew he was building a hotel and took it for granted that he intended going into that business, and we still think had he secured a license for his hotel on April 1st, 1903, he would not now desire reinstatement.

Neither Mr. Schone nor the committee had ever intimated to us in any way that he still wanted to have the place. We told them that Mr. Youll, the man who was working as pump runner and a machinist, was a member of the U. M. W. of A. and asked them if they wanted us to discharge him and give Mr. Schone the place. They simply evaded the question. We also told the committee that should Mr. Youll resign his position we would give Mr. Schone the place, as we considered him a good man; that is the last we have heard about the matter until a copy of the grievance was submitted to us.

The statement that "The superintendent admitted that he was acquainted with all particulars in the matter, also with the agreement with Dr. Rice," is false; as we told the committee that we knew nothing of any agreement.

Should we discharge Mr. Youll without cause it would be subject for a new grievance before the Board.

Yours very respectfully,

THE RIVERSIDE COAL COMPANY,

S. L. RICE, General Manager.

ACTION.

NEW YORK CITY, Aug. 19th, 1904.

Inasmuch as the Riverside Coal Company has been sold to the Scranton Coal Company, and the former officials of the company having now no connection with the colliery,

Be it Resolved, That Grievance No. 84 be withdrawn.

GRIEVANCE NO. 85.

Frank Cannon vs. D., L. & W. Railroad Company.

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 Company at the Bliss Mine, in the village of Rhone, prior to the strike of 1902.

After the strike took place 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 to 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 who worked as fireman before and through the strike was put in the position I 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 my superior.

After that date and until May 26th 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 Company 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.

OPERATORS' ANSWER TO GRIEVANCE NO. 85.

THE DELAWARE, LACKAWANNA & WESTERN RAILROAD COMPANY.

Coal Mining Department.

R. A. PHILLIPS,
Superintendent.
C. E. TOBEY,
Assistant Superintendent.

SCRANTON, PA., Sept. 7th, 1903.

MR. T. D. NICHOLLS,
Secretary Conciliation Board,
City.

Dear Sir:—

I am in receipt of your copy, known as Grievance No. 85, as presented by one Frank Cannon to your Board.

The same has been carefully perused by me. Mr. Cannon certainly has my sympathy in not being able to secure employment from Nanticoke to Parsons. If he would have taken the trouble to come a few miles further up the road to Scranton there is no doubt in my mind but what he could have secured work. There is always employment for those that are not afraid to work in these prosperous valleys.

Had Mr. Cannon been properly advised as to the right course to pursue, as found in the award of the Commisison, I feel satisfied that he would have secured employment before this.

To be brief, I desire to inform you that the case was never brought to my attention until now, and I want to say frankly that if Mr. Cannon has any grievance I feel confident that the same can be adjusted without appealing to your honorable Board.

Yours truly,

R. A. PHILLIPS.

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. 86.

Certain Employees vs. Pennsylvania Coal Company.

To the Board of Conciliation:

The undersigned, officers of Local Union 1670, representing the employees of Nos. 1 and 2 collieries of the Erie Coal Company, Dunmore, represent:

That the rockmen were receiving $1.90 per day of eight hours previous to the strike of 1900, and after that strike they received a ten per cent. increase, making their wages $2.10 per day of eight hours. They were on strike in 1902 and returned to work pending the award of the Anthracite Coal Strike Commission, and instead of receiving an advance in wages, they were notified that on and after the 16th day of June they were required to work nine hours per day instead of eight hours as heretofore and without any increase in wages.

These men claim that they are entitled to an eight-hour day as heretofore, and an increase of ten per cent. in their wages above the rates paid in April, 1902. They request a hearing before the Board of Conciliation. Respectfully,

JOHN RUANE, President. SAMUEL HADDEN, Secretary.

JOHN RUANE,
WILLIAM MUNCIL,
MICHAEL GAVIGAN,
JOHN R. ELDRIDGE,
JAMES HADDEN,
JOHN VASISKO,
LSABI VASICSKO,
RICHARD MEAD,
JAS. GOODFELLOW.

PENNSYLVANIA COAL COMPANY, HILLSIDE COAL AND IRON CO., NEW YORK, SUSQUEHANNA AND WESTERN COAL CO.

Office of the General Manager.

SCRANTON, PA., September 5, 1903.

MR. T. D. NICHOLLS,
Secretary of the Board of Conciliation,
Scranton, Pa.

Dear Sir: I beg to make the following answer to complaint No. 86, made to your Honorable Body by certain employees of the Penn-

sylvania Coal Company, alleging that they have not received any advance in wages or conditions:

First: These men are not rockmen, as they style themselves, but company miners. They are employed in setting timber, taking off skips, taking up rock and doing such other work in and around the mines which is generally done by company miners.

Second: The length of the day for company miners before the award of the Strike Commission at all of the company's collieries was ten hours.

Third: Contrary to this rule, these company miners, or company miners in the Dunmore Division, were permitted to quit at the expiration of eight hours and their time was turned in as a full day.

Fourth: When work was resumed after the strike it was decided that the company miners of this district were to work the same number of hours for a day as all other company miners in our employ, and in strict accordance with the findings of the Strike Commission the day was made nine hours long.

Yours respectfully,

W. A. MAY, Manager.

ANTHRACITE BOARD OF CONCILIATION.

GRIEVANCE NO. 86.

In re the petition of the employees of Collieries 1 and 2 of the Erie Coal Company.

DECISION OF THE UMPIRE.

This grievance recites that the rockmen in the collieries named were receiving $1.90 per day of eight hours previous to the strike of 1900; that after that strike they received a 10 per cent. increase, making their wages $2.10 per day of eight hours; that they were on strike in 1902 and returned to work pending the award of the Anthracite Coal Strike Commission, but instead of receiving an advance in wages they were notified that on and after the 16th day of June they

would be required to work nine instead of eight hours per day and without any increase in wages. The petitioners claim that they are entitled to an eight-hour day, as formerly, and an increase of 10 per cent. in their wages above the rates paid in April, 1902.

The Pennsylvania Coal Company (which as the Umpire understands controls the Dunmore mines in question) made answer to the grievance, claiming that the petitioners are not rockmen, as they style themselves, but company miners; that they are employed in setting timber, taking off skips, taking up rock and doing such work in and around the mines generally done by company miners; that the length of the working day for company miners before the award of the Strike Commission at all of the company's collieries was ten hours; that, contrary to this rule, these company miners (those making the petition) or company miners in the collieries of the Dunmore division, were permitted to quit at the expiration of eight hours, and their time turned in as a full day—that is, as ten hours; that when work was resumed after the strike was decided that the company miners of the Dunmore district were to work the same number of hours for a day as all other company miners in the employ of the company, and this, it is claimed, was in strict accordance with the findings of the Strike Commission. The company making the day a nine-hour day.

After consideration of the above-stated facts by the Conciliation Board, resolutions to sustain and not to sustain the grievance resulted in a tie vote, and thus the case comes before the Umpire.

The evidence taken before the Conciliation Board, and which has been furnished the Umpire, shows clearly that prior to the strike of 1902 the men in question worked eight hours and were paid for ten hours. It is also quite clear from the testimony that they ranked as company miners. The witness, John Lorain, one of the men involved, testified that they worked on general repairs one day and rock work another day, and then said: "We were company men just as company miners."

The number of men involved in this grievance is thirty-four. Although they worked eight hours and secured ten hours' pay, yet they were dissatisfied and went on strike, both in 1900 and 1902. The condition presented by the petitioners is not a general one, but

is exceptional. It is perfectly evident that these thirty-four men had exceptional privileges before the strike of 1902.

The first award of the Anthracite Coal Strike Commission provides a 10 per cent. increase above the rates paid in the month of April, 1902, for contract miners for cutting coal, yardage and other work for which standard rates and allowances existed at that time. It is quite evident that the petitioners do not come under the provisions of the first award, as they are not in any sense contract miners.

The last clause of the second award provides, "That all employees or company men, other than those for whom the Commission makes special awards, be paid an increase of 10 per cent. on their earnings between November 1st, 1902, and April 1st, 1903." Nothing was said in the grievance, or in the answer or in the testimony as to whether any adjustment had been made under this clause. Therefore no ruling can be made relative to it.

The second part of the last clause of the second award provides, "and that from and after April 1st, 1903, and during the life of this award they (that is, company men) shall be paid on the basis of a nine-hour day, receiving therefor the same wages as were paid in April, 1902, for a ten-hour day." This provision does not carry a 10 per cent. advance in wages or earnings.

The first part of this clause, giving a 10 per cent. increase in the earnings of company men, was made by the Commission because the award was retroactive and therefore could not apply to the adjustment of a new basis of payment, and from and after April 1st, 1903, these men were to have no increase in their rates of compensation, but were to have such improvement in conditions and otherwise as came from establishing a nine-hour day for a basis of payment instead of the old ten-hour day.

The Commission found it utterly impossible to establish perfect uniformity throughout all the collieries in the anthracite coal region. It was unable to overcome the difficulties arising from the existence of different basis of payment. The Commission did seek, however, to establish a uniform basis which should apply to all the employees in the whole region.

The thirty-four men in the Dunmore mines, or at least the most of them, had the benefit for a long time prior to the strike of 1902 of

a ten-hour day's payment for an eight-hour day's work. Their fellows did not have this benefit. Under the award of the Commission the vast majority of company men have the benefit of ten hours' pay for nine hours' work. Thus the Dunmore men lose a long-continued benefit for the sake of the general benefit of all the others.

The interpretation laid down in Grievance No. 21, being the petition of certain company men in the Schuylkill region for a short day on Saturday, applies to this case. It was stated there that the Anthracite Coal Strike Commission did not attempt to provide uniform conditions in the coal regions, except in the matter of a basis for payment; that the ruling of the Commission did not necessarily mean more money to the company men, but an equivalent through the basis of payment; that it was on general considerations of the well-being of the worker and of sound public policy that the Commission reduced the unit of payment from ten to nine hours; that therefore the Commission could not have intended either to fix or to change a custom obtaining in any of the collieries; that the only uniformity which the Commission insisted on was the basis of payment, and that to sustain Grievance No. 21 would upset this uniformity of basis.

It seems to the Umpire that this doctrine is perfectly applicable to the case under consideration. The Commission made no exceptions relative to such conditions as are shown to have existed in the Dunmore collieries. It was perfectly clear that in establishing a uniform basis of payment some (a very few) would not be as well off under the award as they were prior thereto. The Commission did not seek to repeal any custom existing prior to the strike not specially made the subject of award. This interpretation, as held in Grievance No. 21, leaves the parties just where they were at the time of the strike, and just where the award of the Commission left them—that is to say, there is nothing to prevent a continuance of the eight-hour day's work for a ten-hour day's pay in the Dunmore collieries if the employer and employees so agree.

The acceptance of the award by all parties and the adjustment of the new basis of payment as a part of that award do not leave the Umpire at liberty to change the provisions of the award. No injustice is done the Dunmore men, because they are all now working on a uniform basis, and the operators, as shown by the evidence given, are

carrying out in this particular respect the exact provisions of the award of the Commission.

For these reasons Grievance No. 86 cannot be sustained.

CARROLL D. WRIGHT.

Washington, D. C., April 8, 1904.

GRIEVANCE NO. 87.

Pat Malia vs. Hillside Coal & Iron Company.

To the Board of Conciliation:

Gentlemen: The undersigned respectfully represents:

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

That when the strike was 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 overt act, we believe that the Hillside Coal & Iron Company should give him employment before any new men are taken on.

GRIEVANCE NO. 88.

John Riley vs. Pennsylvania Coal Company.

To the Board of Conciliation:

Gentlemen: The undersigned represents:

That I worked for the Erie Company for the past twenty years as engineer at Mayfield, Pa. I went out on strike when the other

engineers struck for an eight-hour day. When work was resumed I made application to the foreman for my place, and was told that there was nothing at all for me to do, that that was the orders. During the strike up to the first day that the miners worked there was no one hired to take my place, the duties of the place being performed by the old engineer, who did not go on strike. The first day that the miners worked they got a man from Scranton, a cousin of the foreman, to take my place. After being turned down by the company, I made application to the D. & H. Company and was told that they were afraid to hire me, as it might make trouble for them.

I respectfully request that the Board direct that I be given employment by the Erie Company.

I hereby authorize Mr. Stephen Reap to represent me at hearings before the Board of Conciliation.

Respectfully submitted,

JOHN RILEY.

PENNSYLVANIA COAL COMPANY.
HILLSIDE COAL & IRON COMPANY.
N. Y., SUSQUEHANNA & WESTERN COAL CO.

Office of the General Manager.

SCRANTON, PA., September 7, 1903.

MR. T. D. NICHOLLS,
Secretary Board of Conciliation.

Dear Sir: I respectfully make the following answer to complaint No. 88, made to your honorable body by John Riley, formerly an employee of the Hillside Coal & Iron Company at Mayfield, Pa.

Mr. Riley worked until June 16th, 1902, and then quit without giving the notice to the district superintendent which he had agreed to do if he changed his mind about continuing at work during the strike. A man was then hired to take his place, with the understanding that he was to report when wanted. One month thereafter Mr. Riley came and offered his services, but was told that his place was filled. He was also given the same answer at the close of the strike. Subsequent to that inquiry was made for Mr. Riley, there being an opening for him, when it was found that he had gone to Buffalo to work. We understand that he remained at Buffalo until he was

taken sick, when he returned to Mayfield. On July 20th, 1903, he was offered work as a company man inside at Erie Colliery, but he refused to accept it. Yours respectfully,

W. A. MAY, General Manager.

ACTION.

PHILADELPHIA, PA., Dec. 23, 1903.

Grievance No. 88, John Riley vs. the Hillside Coal & Iron Company, withdrawn.

GRIEVANCE NO. 89.

Patrick Tigue vs. Pennsylvania Coal Company.

To the Board of Conciliation:

Gentlemen: The undersigned officers of the Local Union 1670, representing the employees of Nos. 1 and 2 collieries of the Erie Coal Company of Dunmore, represent:

That Patrick Tigue, who was employed at hoisting shaft engine, running fan engine and firing also, claims that the company classes him as a fireman in order to avoid paying him engineer's wages, and that since the strike and the award of the Commission, in order to avoid paying him on the basis of an eight-hour day, they class him as a fan engineer. He requests a hearing before the Board of Conciliation.

Respectfully,

JOHN RUANE, President.
SAMUEL HADDEN, Secretary.
PATRICK TIGUE.
VITALIS CHAPMAN.

PENNSYLVANIA COAL COMPANY.
HILLSIDE COAL & IRON COMPANY.
N. Y., SUSQUEHANNA & WESTERN COAL CO.

Office of the General Manager.

SCRANTON, PA., September 11, 1903.

MR. T. D. NICHOLLS,
Secretary of the Board of Conciliation.

Dear Sir: I respectfully make the following answer to complaint No. 89, made to your honorable body by Patrick Tigue, an

employee of the Pennsylvania Coal Company at No. 2 Shaft, No. 1 Colliery, Dunmore, Pa.

I understand through the superintendent of the Pennsylvania Coal Company that Patrick Tigue has withdrawn his complaint and that he will not appear before the Board of Conciliation.

Yours respectfully,

W. A. MAY, General Manager.

Local Union No. 1670, U. M. W. of A.

DUNMORE, PA., September 26th, 1903.

MR. T. D. NICHOLLS,
President of District No. 1, U. M. W. of A.

Dear Sir and Brother: Yours of the 24th at hand and contents noted. In regard to the grievance of Patrick Tigue, of which the company states to you that he has withdrawn his complaint and will not appear before the Board of Conciliation, I have seen Mr. Tigue on the matter, as you requested of me to do, and he told me that it was correct, that he has withdrawn his complaint and would not appear before the Board of Conciliation.

Yours truly,

SAMUEL HADDEN, Secretary.

ACTION.

PHILADELPHIA, PA., Dec. 23rd, 1903.

Grievances Nos. 88 and 89, John Riley vs. the Hillside Coal & Iron Company, and Patrick Tigue vs. the Pennsylvania Coal Company, respectively, were withdrawn in behalf of the complainants by Mr. Nicholls.

GRIEVANCE NO. 90.

Contract Miners vs. Hillside Coal & Iron Company.

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 Company, represent:

That J. W. Jones was an employee 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 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 Company to furnish work for J. W. Jones, be not sustained.

GRIEVANCE NO. 91.

Certain Employees vs. Delaware & Hudson Company.

To the Board of Conciliation:

The undersigned committee, representing the five Delaware & Hudson collieries in Plymouth, represent:

First: That the company has instituted a new system of working chambers in the above mines. Heretofore the chambers were driven with the road in the middle of the place, and the refuse was placed on either side of the road. The new system requires that all the refuse be placed on one side of the road, and the other side kept clear, in order that the pillars may be taken back with less expense. This

system is equal to a 15 per cent. reduction in the wages of the miners and laborers, on account of having to shovel coal from one side to the road in order that it may be loaded into the car, this not being necessary previous to the change, as the coal could be thrown into the car from either side without shoveling it to the road first; also on account of having to throw all refuse on one side, which forces them to carry heavy pieces of rock, bone, etc., across the place, whereas heretofore they could throw it on the nearest side of the place. We ask that an increase in price be paid proportionate to the amount of extra work this entails on us.

Second: In No. 4 Colliery standing props is paid for in all veins, also in the Boston Colliery the props are paid for in the Red Ash vein; while in adjoining mines and in the same veins, nothing is paid for standing props.

We ask that the same compensation be paid for similar work in this case.

Third: Contract miners who are called to work a few days for the company are not paid any increase on the wages which they were formerly paid for such work. We claim that the Commission's award gave an increase of 10 per cent. on this kind of work.

Respectfully,

JOHN BONEY,
RICHARD HOULIHAN,
C. D. GALLAGHER,
LEWIS OWENS,
WILLIAM TONER,
Committee.

We, the representatives of the five collieries at Plymouth of the Delaware & Hudson, appoint William Carne to represent us before the Conciliation Board.

JOHN BONEY.
RICHARD HOULIHAN.
C. D. GALLAGHER.
LEWIS OWENS.
WILLIAM TONER.
EDWARD POWERS.

THE DELAWARE & HUDSON COMPANY.

Office Coal Department.

SCRANTON, PA., Sept. 11th, 1903.

C. C. ROSE, Superintendent.

To the Conciliation Board:
MR. T. D. NICHOLLS, Secretary,
Scranton, Pa.

Gentlemen: In reply to yours of the 4th inst., we have to state as follows:

No. 91. First: That the company has instituted a new system of working chambers at the five collieries in Plymouth. This is not so. They were worked in this manner previous to April 1st, 1902, and the mining has been continued in the same way since the award. Similar methods of mining are conducted by neighboring companies. In the Commission's award, under Recapitulation of Awards, Article III, it states, "That during the life of this award the present methods of payment for coal mined shall be adhered to, unless changed by mutual agreement." We do not feel that we have changed the method of mining as referred to.

Second: As for standing props in No. 4 Colliery. The conditions and methods are the same as they were prior to April 1st, 1902, and the payments and operations are the same, with the additional 10 per cent. awarded by the Commission, and as this is part of the mining, our answer would be given the same as No. 94. In addition to the above statement, can say that the payment for props and the methods of payment, have always been the same as they are at present.

Third: Contract miners who are called to work a few days for the company, etc. I do not clearly understand what is meant by this statement, but presume it is in cases where we make an allowance for a day's work to the miner. This matter has been taken up very carefully, and whenever a miner is entitled to more compensation for extra work, as an allowance to help him out, he is given a day, which is now nine hours' compensation, which is the same we paid formerly for ten hours. In another instance, there may be a fall of rock and the miner is called upon to remove it and clean up his own chamber, and for this work he is paid for a nine-hour day's wages as he formerly

received for ten hours, the same as company miner's rate for such work. In every case we are always careful to compensate the men, expecting them to give us nine hours' work where they used to give us ten for the same wages.

Yours respectfully,

C. C. ROSE, Superintendent.

ANTHRACITE BOARD OF CONCILIATION.

GRIEVANCE NO. 91.

In re petition of a committee representing five Delaware & Hudson collieries at Plymouth.

DECISION OF THE UMPIRE.

The petitioners recite that the Delaware & Hudson Company, at its collieries in Plymouth, has instituted a new system of working chambers, that heretofore the chambers were driven with the road in the middle of the place, and the refuse was placed on either side of the road; that the new system requires the refuse be placed on one side, and the other side kept clear, in order that pillars may be taken back with less expense. The petitioners also claim that this change in the system is equal to a 15 per cent. reduction in the wages of miners and laborers, for the reason that the coal has to be shoveled from one side of the road in order that it may be loaded into the car; that this method is not necessary, as the coal could be thrown into the car from either side without shoveling it first to the road, and that on account of having to throw all refuse on one side, a method which forces them to carry heavy pieces of rock, bone, etc., across the place, they are at a disadvantage relative to the older system, when they could throw it on the nearest side of the place. They, therefore, ask that an increase in price be paid proportionate to the amount of extra work placed upon them.

The petitioners also claim that in No. 4 Colliery standing props is paid in all veins; that in the Boston Colliery the props are paid for

in the Red Ash vein, while in adjoining mines and in the same veins nothing is paid for standing props. They, therefore, ask that the same compensation be paid for similar work in this case.

They further represent that contract miners who are called to work for a few days for the company are not paid any increase on the wages which they were formerly paid for such work, and they claim that the Commission's award gave an increase of 10 per cent. on that kind of work.

After hearing the testimony on Grievance No. 91, the following resolution was considered by the Conciliation Board:

Whereas, The change in system of laying roads in chambers from the center of the chamber to one side causes a great amount of extra labor to be performed by the miner and laborer working the chamber, they having to remove all refuse to one side of the road instead of having to place it on both sides as heretofore, and shoveling the coal a greater distance to the car; and,

Whereas, The object of the company is to keep one pillar clear of refuse, thus saving the expense of clearing the same when taking out such pillars, at the expense of extra labor now imposed on the miner working said chamber.

Therefore, be it resolved, By the Board of Conciliation that an increase of 10 per cent. on the present price per car be paid those miners working places with the road on one side of the chamber as stated above, or that the company return to the old system of laying the road in the center of the chamber.

The vote on this resolution resulted in a tie, and the matter was referred to the Umpire.

The Delaware & Hudson Company, by Mr. Rose, the superintendent, made answer to the petition as follows:

To the first point, that the company has instituted a new system of working chambers at the five collieries in Plymouth, the company states that these collieries were worked in this manner previous to April 1, 1902, and that mining has been continued in the same way since the award, and that similar methods of mining are conducted by neighboring companies. The company does not feel that it has changed the method of mining as referred to.

In answer to the complaint relative to standing props in No. 4 Colliery, the company states that the conditions and methods are the

same as they were prior to April 1, 1902, and that the payments and operations are the same, with the additional 10 per cent. awarded by the Commission; in addition to this the company states that the payment for props and method of payment have always been the same as they are at present.

In answer to the third feature of the complaint, the company states that it does not clearly understand what is meant, but presumes it is in cases where an allowance is made for a day's work to the miner; that this matter has been taken up carefully and that whenever a miner is entitled to more compensation for extra work, as an allowance to help him out he is given a day, which is now nine hours' compensation, which is the same as was paid formerly for ten hours; that in every case the company is always careful to compensate the men, expecting them to give nine hours' work where they used to give ten for the same wages.

As a matter of fact this grievance ought not to be brought before the Board, nor referred to the Umpire, as the conditions complained of existed before the award of the Commission, and all the facts relating to the change in the system of laying roads in chambers from center to one side were brought before the Commission at its hearings.

The Commission, in its awards, did not take up this particular complaint, it being one of the numerous conditions which prevented the Commission from attempting to unify all the elements and phases of coal mining. The Commission contented itself—and it could take no other course—with establishing a uniform basis of payment—that is, awarding the ten hours' pay for nine hours' work, the rates of compensation being those existing April 1, 1902.

There is no claim that the miners who are the petitioners in this case have not been paid the 10 per cent. increase awarded by the Commission, and the system complained of, being in full operation prior to April 1, 1902, does not therefore lay the basis for a just complaint.

The only question really before the Board, and referred to the Umpire, is a claim for increased compensation in addition to that awarded by the Anthracite Coal Strike Commission. No claim is

offered that the change complained of was made for the purpose of militating against the men, but that by the change the men cannot earn as much as before it was made. The Conciliation Board cannot award an extra per cent. of increase, nor can the Umpire change the award of the Commission, as prayed for in the petition; but the Conciliation Board and the Umpire may, if conditions warrant, recommend an adjustment of compensation if less coal is mined for the same labor. There is no evidence to show that less coal is mined for the same labor, but it is quite clear that it takes severer labor to mine the same amount of coal.

It was an impossibility, as already intimated, for the Commission to adjust rates of pay in accordance with the degree of severity necessary to mine a certain quantity of coal. In some cases the cutting and loading of coal is quite easy, while in other collieries the cutting and mining of the same amount of coal is accompanied by severe labor. Neither the Conciliation Board nor the Umpire can undertake adjustment based on the severity of labor in certain instances.

Should the prayer of the petitioners be granted, or should the Conciliation Board or the Umpire undertake to award any increase of wages where labor is more severe than in other cases, the logical result would be that they would have to make an award decreasing the increase awarded by the Commission where the labor for performing the same amount of work was less severe. Should the petitioners' prayer in this case be granted, then on the petition of an operator that the work in certain collieries is much less severe than in others, and that therefore he demanded that the 10 per cent. awarded contract miners by the Commission ought to be decreased, the Board or the Umpire would be obliged logically to grant such petition. To do this would result in an absolute defeat of the provisions of the award relative to an increase in compensation and would throw the whole anthracite region into a tumult of complications, resulting in disagreements everywhere and without any hope of adjustment, and thus practically undo the work of the Commission, which was heartily accepted and agreed to by both operators and miners.

Grievance No. 91 cannot be sustained.

CARROLL D. WRIGHT.

Washington, D. C., April 8, 1904.

GRIEVANCE NO. 92.

Richard Powell and Whitfield Devens vs. Delaware & Hudson Company.

LARKSVILLE, PA., July 2, 1903.

To the Board of Conciliation:

Gentlemen: This is to certify that I, Richard Powell, driver boss at the Boston Mine, also Whitfield Devens of the same mine and a driver boss in another section, have not yet received our back pay which was awarded us by the Coal Strike Commission, and when we applied for it Superintendent Pettibone of the D. & H. Co. stated there was none for us.

Therefore, we ask that you as a Board will give this your consideration and let us know whether or not there is anything due according to the award.

Respectfully yours,

RICHARD POWELL.
WHITFIELD DEVENS.

THE DELAWARE & HUDSON COMPANY.

Office Coal Department.

C. C. ROSE, Superintendent.

SCRANTON, PA., Oct. 13th, 1903.

HON. W. L. CONNELL,
President of the Conciliation Board,
Scranton, Pa.

Dear Sir: Referring to complaint No. 92 of Richard Powell and Whitfield Devens of our Boston Mine, who were driver bosses on the resumption of work after the strike, they continuing their occupation as such for a short time, I think a month or two. After that they resigned those positions and took up positions as miners. They now ask for back pay for the time they were driver bosses, which, under the circumstances, I will concede. As operators' representative on the Board, you are authorized to make this statement.

Yours respectfully,

C. C. ROSE, Superintendent.

Local 1732.

BOSTON MINES,

LARKSVILLE, PA., Oct. 30th, 1903.

T. D. NICHOLLS, ESQ.,
Scranton, Pa.

Dear Sir and Brother: We, the undersigned, do authorize you to withdraw our petition in regard to back pay from the Conciliation Board. Satisfied that the Delaware & Hudson Coal Company will pay us our back pay.

Thanking you and the Board of Conciliation for your kindness, we are,

Fraternally yours,

RICHARD POWELL.
WHITFIELD DEVENS.

ACTION.

WILKES-BARRE, PA., Nov. 3, 1903.

In accordance with the above the grievance was declared settled.

THE DELAWARE & HUDSON COMPANY.

Office Coal Department.

C. C. ROSE, Superintendent.

SCRANTON, PA., Sept. 11th, 1903.

To the Board of Conciliation:

MR. T. D. NICHOLLS, Secretary,
Scranton, Pa.

Gentlemen: In reply to yours of the 4th inst. we have to advise as follows:

No. 92, as to Mr. Richard Powell, driver boss at Boston Mine, and Mr. Whitfield Devens, both now miners at the same mine, the latter being a driver boss in another section previous to being miner. These men were both paid 10 per cent. back pay from the time they commenced as miners up to April 1st, 1903. Previous to the strike they were driver bosses and when work was resumed October, 1902, they were re-employed as driver bosses up to the time they were made

miners; they left their positions as driver bosses of their own free will. We did not under the award feel obliged to pay them back pay, as it states in the last clause of Section 4, Demand for an Agreement with United Mine Workers of America, as follows:—"The following classes of employees are not included within the provisions of the awards already made, to wit: Superintendents, foreman, assistant foreman and bosses." These two men were included among the bosses.

Yours respectfully,

C. C. ROSE, Superintendent.

GRIEVANCE NO. 93.

Peter Ingoldsby, Wm. Hill, George J. Webb and John Peterson vs. Delaware & Hudson Coal Company.

To the Board of Conciliation:

Gentlemen: The undersigned represents:

First: That he was an employee 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, an employee of the D. & H. Company mines, Olyphant. Superintendent 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 that 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,

WILLIAM 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's and Peter Ingoldsby's places, to try and get them to stop working in another man's place; the next morning I was told that my cars were 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. 94.

Certain Employees vs. Delaware & Hudson Company.

To the Conciliation Board:

Gentlemen: We, the runners of the D. & H. Co. at Plymouth, present this grievance to you, and we hope you will give it your kind consideration.

The D. & H. Co. have a system of paying their mine runners and classing them first and second and third class, with pay as follows: $2.18; $1.98; $1.86.

The five collieries have from fifty-five to sixty-five runners, and there are only five first class, seven second class, and the rest are all third class. And as the most of us do first class work we ought to be entitled to pay.

There is one colliery where they only pay one class, and that is the third class.

Please form some system and oblige D. & H. runners. We have been to see the mine foreman; also to see the district superintendent and the general superintendent, and cannot get no redress.

Hoping that we will get it from you, gentlemen, we are,

Yours respectfully,

BLAINE WILLIAMS,

Committee: James Price, No. 5, D. & H. Co.

THE DELAWARE & HUDSON COMPANY.

Office Coal Department.

C. C. ROSE, Superintendent.

SCRANTON, PA., Sept. 11, 1903.

To the Conciliation Board:

MR. T. D. NICHOLLS, Secretary,
Scranton, Pa.

Gentlemen: In reply to yours of the 4th inst., we have to state as follows:

No. 94, as to the various classes of runners at our collieries at Plymouth, Nos. 2, 3, 4, 5 and Boston. We have at these mines runners as follows:

	1st Class.	2nd Class.	3rd Class.
Plymouth No. 2,			13
" 3,	3	2	9
" 4,	2		7
" 5,		5	7
Boston,		2	22
Total,	5	9	58

These wages and classes are the same as they were prior to April 1st, 1902; the conditions are the same, and we have paid them according to the award, ten hours' pay for nine hours' work, and under the award of the Commission I think we have met their requirements, which was to reduce their hours and the conditions to remain the same as they were April 1st, 1902.

Yours respectfully,

C. C. ROSE, Superintendent.

ANTHRACITE BOARD OF CONCILIATION.

GRIEVANCE NO. 94.

In re petition of runners of the Delaware & Hudson Company at Plymouth for adjustment of classes.

Decision of the Umpire.

The petitioners claim that there is not a fair classification of the runners; that most of them do first class work and ought to be entitled to the pay of first class runners, there being three grades, first, second and third, and three grades of pay, the first class receiving $2.18 per day, and the second $1.98, and the third $1.86.

After hearing evidence, there was before the Conciliation Board the following resolution:

Resolved, By the Board of Conciliation that all runners doing the same work as first class runners be paid the rate of wages for first class runners, and that the arrangement of a standard for second and third class runners be left for adjustment between the mine foreman and a committee at each colliery.

The vote on this resolution resulted in a tie, and the matter was sent to the Umpire.

The answer of the Delaware & Hudson Company to Grievance No. 94 states that the various classes of runners at the company's collieries at Plymouth and Boston consist of five first class, nine second class and fifty-eight third class runners; that the wages of the classes is the same as it was prior to April 1st, 1902; that the conditions are the same, and that the company has paid these men according to the award—that is, ten hours' pay for nine hours' work. The company therefore claims that it has met the requirements of the award of the Anthracite Coal Strike Commission. The provision relating to this class of men is found in the last paragraph of the second award of the Commission, which states "that from and after April 1st, 1903, and during the life of this award, they (company men) shall be paid on the basis of a nine-hour day, receiving therefor the same wages as were paid in April, 1902." There is no contention that the complainants are

not employees within this award, or do the complainants deny that the company since April 1, 1903, as provided in the award, has paid the same rates for nine hours' work as were paid for ten hours' work April 1, 1902.

The testimony of the complainants, so far as it bears upon the award at all, is shown in the evidence offered by James Price, who was authorized to represent the runners before the Conciliation Board. In answer to the question, "You get the same rate of pay now that you got before 1902, and you work one hour less?" Mr. Price said: "We certainly get one hour less." And in answer to the question, "Do you claim as a grievance that you did not get an advance?" Mr. Price stated: "It is not an advance in wages as far as I can see; it is only a shortening of hours, and in another way it is an advance in wages."

The difficulty in this case, in the minds of the runners, who are the petitioners, lies in the thought that they should have their wages readjusted in accordance with the work done, and that the award of the Commission undertook to make such readjustment; but this interpretation cannot be accepted. While it must be considered a matter of justice that their classification should be arranged in accordance with their work, nevertheless the award of the Commission has been thoroughly carried out by the company against whom the grievance is laid. It is the clear duty of the company to pay its runners ten hours' compensation for nine hours' work. This duty has been discharged.

The classification of the work of the runners is another matter and one which cannot be adjusted by any rule laid down by the Board or established by the Umpire. The Anthracite Coal Strike Commission did not undertake to deal with the character of the work performed, this being left to adjustment in each colliery in accordance with the prevailing conditions. The Delaware & Hudson Company, having obeyed the award in the case of the petitioners, Grievance No. 94 cannot be sustained.

CARROLL D. WRIGHT.

Washington, D. C., April 8, 1904.

GRIEVANCE NO. 95.

S. W. Jane vs. Delaware & Hudson Coal Company.

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 and handed in the pillars on shares with George Roberts.

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 Superintendent 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 Roberts.

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 Nos. 93 and 95 against the D. & H. Company.

Resolved, By the Board of Conciliation, that the grievance of William 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. 96.

Contract Miners vs. Scranton Coal Company.

To the Board of Conciliation:

Gentlemen: We, the miners of the Pocono vein of the Scranton Coal Company, Pine Brook Colliery, do request that the matter of 10 cents reduction on the car November 1, 1902, be taken before the Conciliation Board for consideration.

The price of the car in this vein was $1.07½ per car, with a provision that if the coal came under the height of three feet six inches the price per car would be $1.17½.

The provision has not been enforced since the 1900 strike to November 1, 1902, regardless of the height of coal.

We respectfully request the Board to restore the former price, together with the 10 per cent. increase awarded by the Commission.

JOHN MCGRATH,	M. J. WILLIAMS,
THOS. ADAMSON,	ANTH. MILDIZ,
CALEB THOMAS,	CHAS. RODGERS,
JOHN CAWLEY,	MARTIN KROTULIS,
ANTHONY DUNLEAVY,	OTTO HEINEN,
JOHN MCHUGH,	RICHARD EVANS.

This matter has been taken before the superintendent and he declined to pay the 10 cents.

SCRANTON COAL COMPANY.

Board of Trade Building.

JNO. R. BRYDEN, General Manager.

SCRANTON, PA., Oct. 9th, 1903.

MR. T. D. NICHOLLS,
Secretary Board of Conciliation,
Scranton, Pa.

Dear Sir: I have your favor of the 2nd inst., enclosing a copy of Grievance No. 96, complaint of contract miners, Pocono vein, at Pine Brook Colliery, in which the miners claim they have not been

allowed 10 cents extra per car when the coal was less than 3′ 6″, as presented to the Board of Conciliation, and in reply would say:

This vein referred to as the Pocono vein is No. 1 Dunmore vein, and the price per car for mining in this vein prior to the strike of 1900 was $1.05 per car, and after the strike, 2½ cents per car being added, made the price $1.07½ per car. After the strike of 1902 10 per cent. was added, which made the price per car $1.18. There was always, however, an understanding in this vein, that should the vein of coal become less than 3′ 6″ thick the miners were then to receive 10 cents extra per car, but should the vein thicken again at any time, the 10 cents per car extra would be taken off. This 10 cents per car extra was always given to the miners in the shape of an allowance, it has never been added to the price of the car. So that the price has never been $1.17½ as stated.

In November, 1902, the time at which this grievance was first received, I find that in certain of the chambers this 10 cents allowance was withheld; the number and thickness of the coal at that time being as follows:

No. 28, 4′ 1″, No. 56 4′ 2″, No. 57, 4′ 0″, No. 75 4′ 1″, No. 98 4′ 1″, No. 115 4′ 1″, No. 127 5′ 3″, No. 147 4′ 3″.

These miners were notified at the time by the foreman when he measured the coal that they would not get the allowance of 10 cents per car extra, in which case he was following the usual custom.

We have always paid in this vein where the coal was less than 3′ 6″ an allowance of 10 cents per car extra to the miners and are still doing it, so that I fail to see wherein the miners mentioned have any just cause for grievance.

Yours truly,

JOHN R. BRYDEN,
General Manager.

ACTION.

WILKES-BARRE, PA., Dec. 7, 1903.

Grievance No. 96. *Resolved*, That the complaint of the contract miners of Pine Brook Colliery of the Scranton Coal Company be not sustained.

GRIEVANCE NO. 97.

Certain Employees vs. Pittston Coal Company.

To the Board of Conciliation:

Gentlemen: Having been called from our regular place of work to do repair work in the shaft at Maffit's Colliery, located at Sugar Notch, we, the following persons would ask that you assist us in getting our 10 per cent., which we claim is due us.

The Company refuses to pay on the grounds that we only worked eight hours. It was eight hours we worked, but for a special purpose, and at a loss to ourselves, owing to water and other unpleasant conditions.

Therefore we ask you to give this your consideration.

We endorse William Carne to represent us before your body.

Respectfully yours,

ARTHUR MCDONALD,
ANTHONY LENAHAN,
M. J. MCMANAMON,
RICHARD TALOR,
JAMES BURKE,
CHAS. DANALY,
DANIEL MCELWEE,
MICHAEL COONEY,
MANUS LENAHAN,
JOHN MATTAG,
PAT MCGRAW,

John J. Brown, President.
M. W. O'Boyle, Treasurer.
John H. Foy, Secretary.

Hadleigh Colliery,
Sugar Notch, Pa.

PITTSTON COAL MINING COMPANY.

PITTSTON, PA., Oct. 12, 1903.

MR. T. D. NICHOLLS,
Secretary Conciliation Board,
Scranton, Pa.

Dear Sir: In reply to your favor of October 2nd inst., in relation to Grievance 97, complaint of Arthur McDonald and others, it occurs to us that this complaint is not regularly before the Conciliation Board; that the complainants have not complied with Rule I, because no efforts have been made to arrive at an adjustment with the managers of the mine.

If, however, this rule had been complied with, we would deny that any cause for complaint exists, for the reason that our colliery was shut down several days prior to the strike of 1902 and did not resume operations until January 21, 1903. Therefore it must necessarily follow that the complainants were not "called from their regular work," because there was no regular work for them to do at that period of time. When these men were employed, the engagement was without any regard to any occupations that they had previously held.

They were employed to do special work under special conditions at eight hours for a day's work and at wages satisfactory to them and duly paid by us.

With these facts before you we trust you will find that no injustice has been done to employees in question and that no rights have been denied them.

Respectfully submitted,

PITTSTON COAL MINING CO.

Dic. Mr. Foy. John H. Foy, Sec.

ACTION.

SCRANTON, PA., Nov. 25, 1903.

Grievance No. 97, Arthur McDonald and others of Maffit's Colliery, Sugar Notch, vs. Pittston Coal Co., was withdrawn by Mr. Nicholls on behalf of the complainants.

GRIEVANCE NO. 98.

Contract Miners vs. Lehigh & Wilkes-Barre Coal Company.

PLYMOUTH, PA., Aug. 25th, 1903.

To the Board of Conciliation:

Gentlemen: The following grievance is respectfully submitted for your consideration by the contract miners of No. 11 Colliery, Lehigh & Wilkes-Barre Coal Co.:

In February, 1903, the miners demanded $1.75 per yard on the rib. The superintendent stated that they would not pay $1.75 per yard, but would make allowance that would equal 15 cents per keg of powder. The mine foreman was giving this allowance till Foreman

Jones was burned, then it was cut off. It was then we struck, but we went back with the understanding that we would get this allowance. Our grievance is, that we are not getting the allowance as agreed by the superintendent.

Yours truly,

JOHN MSHIACK, JOE STRAVENSKI,
WILLIAM MACHONIS, STONEY NOVACZYK,
JOE MADRAS, JOE MIKOLAI.

LEHIGH & WILKES-BARRE COAL COMPANY.

WILKES-BARRE, PA., Oct. 12, 1903.

To the Board of Conciliation:

MR. W. L. CONNELL, Chairman.
MR. T. D. NICHOLLS, Secretary.

Gentlemen: Replying to your letter of October 2nd, enclosing complaint of Joe Ficher, William Yozwaik, Mike Murawski, George Murawski, George Mazur and Joe Baker, contract miners at Lance No. 11 Colliery, Plymouth, Pa.

We understand from this communication that the complaint is that the agreement between the committee that called upon me in April last and myself as to allowances to be paid the miners in the 4th and 5th West Cooper vein chambers has not been carried out, and we therefore submit the following reply:

First: That the only promise made was that the company would pay allowances only on such places in which the condition of the vein was hard and unusual—the amount and nature of said allowance to be left to the judgment of the inside superintendent and the foreman.

Second: That the proposition to pay $1.75 per yard on the rib or to regulate the allowance paid by the number of cars per keg of powder, was refused and the committee told that it could not be considered.

Third: That after a strike of ten days the miners in the 4th and 5th West Cooper returned to work on the conditions above set forth, viz.: that there would be no allowance paid except on places where the condition of the vein was unusual and hard.

Fourth: That from the termination of the strike on April 27th to the present time we have had no complaint from any of the miners in the section under consideration:

Fifth: That we are now paying and always have paid the allowance as agreed to in chambers where the condition of the vein was unusual and hard, and that our accounts will so verify.

Yours truly,

M. R. MORGANS,
Inside Superintendent.

ACTION.

WILKES-BARRE, PA., Dec. 8, 1903.

In re grievance No. 98, complaint of contract miners of No. 11 Colliery, Lehigh & Wilkes-Barre Coal Company.

Whereas, The testimony shows that the allowances claimed by the men were to be made according to the judgment of the foreman;

And whereas, The pay roll submitted by the company shows that said allowances have continued to be paid;

Therefore be it resolved, By the Board of Conciliation, that the contention of the miners be not sustained.

GRIEVANCE NO. 99.

Lehigh Valley Coal Company vs. Employees.

LEHIGH VALLEY COAL COMPANY.

Wyoming Division.

FRED E. ZERBEY,
Division Superintendent.

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

Subject: Men quitting at noon.

MR. S .D. WARRINER, General Manager.

Dear Sir: I would report that to-day at noon all the miners and company hands, including drivers and runners, quit work in the Henry Shaft, Wyoming Shaft and Prospect-Hillman Slope districts. No

previous notice of any such intention was given to the foremen and all was done in the face of protests from the foremen. The men had been notified yesterday, and in fact we had taken it up from time to time during the past several months, to get these men to work more than five hours on a pay day.

The pay hour to-day was set for 5 o'clock.

Prospect Shaft, Oakwood and Midvale districts are running short handed and I cannot tell just how long we will be able to hold out.

I give you this information, for in my mind it is a case of showing their authority in a spirit of ugliness.

Yours very respectfully,

F. E. ZERBEY, Dvision Superintendent.

Dict. F. E. Z.

ACTION.

NEW YORK, Aug. 19, 1904.

Grievance No. 99 withdrawn.

GRIEVANCE NO. 100.

Lehigh Valley Coal Company vs. Employees.

LEHIGH VALLEY COAL COMPANY.

Wyoming Division.

FRED E. ZERBEY,
Division Superintendent.

WILKES-BARRE, Sept. 30th, 1903.

Subject: Picnic of Exeter Local.

MR. S. D. WARRINER, General Manager.

Dear Sir: For your information:

I would report I again tried yesterday afternoon, when the Exeter men were all gathered for their pay, to reason out with their leaders to work on Thursday, even going so far as to offer a compromise, that they work in the morning and lay idle in the afternoon, which would give them sufficient time to attend the proposed picnic.

Mr. T. D. Nicholls yesterday afternoon in my presence told Board member Carne to send Mr. Llewellyn up to straighten out the matter. I do not know whether Mr. Llewellyn was at Sturmerville last night. It was 6 o'clock when I left, and up to that time none of the United Mine Workers had seen him.

At my request they held a meeting again last night, and I learned this morning that they had decided not to work on Thursday and to have their picnic on that day, and not to change their plans.

A number of men that I talked to seemed very reasonable, while several others were outspoken in their declaration to have the picnic, several even going so far as to intimate that it was their privilege to have a picnic when they saw fit without notice.

Patrick Loftus, in the presence of several others, admitted that when the picnic was originally decided upon, only thirteen members were at the meeting.

After all persuasion and reasoning we have tried with these people, and this in the face of the admission on their part that no notice was given us of the intention to have a picnic, shows to my mind a clean case of "will be ugly and show their power."

Yours very respectfully,

F. E. ZERBEY, Division Superintendent.

ANSWER.

EXETER BOROUGH, October 10, 1903.

MR. T. D. NICHOLLS,

Secretary of Board of Conciliation of the Anthracite Coal Strike Commission.

Dear Sir: Yours of October 2nd at hand in regard to Superintendent Zerbey's charges against Local Union 1084, U. M. W. of A., of Exeter Borough. In reply would state President Brann informed our mine foreman, D. R. Thomas, of our intention to hold a picnic on Monday, September 28th. Said information was given Thursday, September 24th, and on Friday, September 25th, President P. J. Brann informed Superintendent W. D. Owens of our intention to hold said picnic on September 28th. But learning later that company

would not pay until September 29th, we postponed picnic until Thursday, October 1st. Superintendent Zerbey sent for President Brann and requested him to call special meeting to postpone picnic until October 3rd. President Brann called special meeting and the unanimous sentiment was for holding picnic on October 1st. Superintendent Zerbey came to Exeter on September 29th, had conference with officers and members of said local and at his solicitation another special meeting was called for that night, and after a lengthy discussion on the matter it was almost unanimously carried that we hold the picnic on that date, owing to the amount of expenses incurred in regards to music and perishable goods that had been purchased and printing also and other expenses. Furthermore, we did not do this to embarrass the company, and we think we prove this by holding two special meetings at Superintendent Zerbey's request.

We will allow that mistakes were made on both sides, but owing to the amount of expense we had incurred it was too late to rectify our part of the mistake. We are not inclined to be ugly or to show our power, for we recognize the fact that harmonious relations must exist for mutual advantage between employer and employee. Hoping that this explanation will be satisfactory to your honorable Board, we remain, Yours sincerely,

PATRICK BRANN, President.
P. J. LOFTUS, Rec. Sec.

Local Union No. 1084, Exeter Borough, Pa.

Committee.

ACTION.

NEW YORK CITY, Aug. 19th, 1904.

Regularly moved and seconded, that Grievances Nos. 99 and 100 be withdrawn.

GRIEVANCE NO. 101.

William E. Markwick vs. Delaware, Lackawanna & Western Company.

To the Board of Conciliation:

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

Previous to the strike of 1902 I was employed as a hoisting engineer at the Sloane & Central Colliery. When the engineers were called

out on strike I responded with the others, according to agreement, after requesting the company to grant us an eight-hour day, which they refused.

When the strike came to an end I was refused my former position, and the reason given me was that another man had been given my place. This man filled my place for nine months and failed to do the work. He asked for a change, and after the Commisison adjourned he was given another position. Another man was put in his place at the engine which I formerly attended to without giving me an opportunity of going back.

Other engineers and myself called upon Superintendent Williams to see what could be done for us. He stated that he would give us jobs as good as he was able; would not lower us, but build us up. Nine weeks after this I was informed that there was two jobs I could have as long as the D., L. & W. was in existence. One was running engines and the other a position in the machinist gang. Also if I wanted a job as a common laborer, and the outside foreman wanted to give me the same; they had no objection.

I have worked for the company for thirty-two years, six years as fireman and about fifteen years as engineer. I have had no accidents happen during my entire experience with this company; I did not lose one day's work on my account in all this time, but worked extra time when called upon to do so.

In view of the above I feel that I have been unjustly dealt with and therefore request the Board of Conciliation to ask the D., L. & W. Co. to give me the first opportunity of filling a position of the same kind and as good as the one previously held by me.

Respectfully sbumitted,

WM. E. MARKWICK.

THE DELAWARE, LACKAWANNA & WESTERN RAILROAD COMPANY.

Coal Mining Department.

R. A. PHILLIPS, Superintendent.
C. E. TOBEY, Assistant Superintendent.

SCRANTON, PA., Nov. 5th, 1903.

HON. W. L. CONNELL,
Chairman Conciliation Board,
Scranton, Pa.

Dear Sir: Following is our reply to what is known as Grievance No. 101, as presented to your Board in behalf of Wm. E. Marwick, a former engineer of our company:

Mr. Markwick was employed in the capacity of a hoisting engineer at our Sloan Mines for a number of years, but left the company's service on June 1st, 1902, and was absent for nearly five months, working in Buffalo, N. Y., for the Lackawanna Steel Company as an engineer. The vacancy caused by his leaving us was filled by one of the old employees of the company.

During the latter part of the month of October, 1902, Mr. Markwick applied for his former position as a hoisting engineer at the Sloan Mines. He was informed by the district superintendent that his former position had been filled, and that there was no vacancies in that line at that time. Mr. Markwick replied that he fully understood that to be the case, but, nevertheless, he should have his previous position back, evening, so that he would know how to proceed in regard to reporting and stated that he would call at the district superintendent's house that his case to the U. M. W. of A. headquarters at Scranton, Pa.

In about three or four months later Mr. Markwick called on the district superintendent at his house and made a demand for his former position as engineer at Sloan, and if the district superintendent could not furnish him that position, he wanted a position on the machinist corps. The district superintendent told him that there were no vacancies as hoisting engineer and that the machinist corps had their full complement of men at that time, and that he was continually receiving requests from a great many of the old employees who had not left our service for these positions.

In reference to the claim made by Mr. Markwick, in which he says that District Superintendent Williams stated that he would give him a job as good as he was able, and would not lower him, but build him up, District Superintendent Williams claims that no conversation of this nature took place, nor was there any promise made by him.

In reference to the information gleaned by him that there were two jobs that he, Mr. Markwick, could have as long as the D., L. & W. Co. was in existence, viz.: running engines and a position on the machinist corps, we know nothing of any statement of this kind ever being made by Mr. Williams or myself.

In regard to a job as common laborer, he had never applied to Mr. Williams or myself for a position of that kind, neither has Mr. Williams ever offered him one.

I also find that Mr. Markwick has been for several months, and is now, employed as an engineer for a contracting firm known as George W. Ruch & Company.

It certainly does not seem fair that an employee, after leaving the service of our company and working for another company for several months, and upon finding that it was not as good as the position he formerly had, quit the same, and finally receiving employment with a party of contractors, and after working for them three or four months, and still find that it was not congenial, and as well paid as the position he formerly held as hoisting engineer, to appear before a Conciliation Committee and ask us this time to re-employ in his former position.

According to the award of the Anthracite Coal Strike Commission I fail to see where Mr. Markwick's case has any claim for attention from your honorable body.

All of the above is most respectfully submitted for your consideration.

Yours very truly,

R. A. PHILLIPS.

ACTION.

WILKES-BARRE, PA., Dec. 7, 1903.

Whereas, A mutual agreement was arrived at between Mr. Markwick and Superintendent Phillips,

Resolved, That the case be declared settled.

GRIEVANCE NO. 102.

Contract Miners vs. Clarence Coal Company.

To the Board of Conciliation:

Gentlemen: The undersigned committee of contract miners of the Gardner Creek Coal Company respectfully represent:

That the standard size of car at the colliery was 9 feet 1 inch long x 4 feet 1 inch wide x 1 foot 5.5 inches deep, and 6 inches of topping.

This car altogether held 72.635 cu. ft. of coal. The calculation being made as follows: $\frac{109''x49''x25.5''}{1728}$=72.635 cu. ft.

The price of this car before the strike was 82 cents.

About four years ago the company introduced a new car, with the following dimensions: Length, 9 ft.; width on top, 4 ft. 8 in.; width on bottom, 4 ft. 2.5 in.; depth, 1 ft. 7 in.; average width, 53.25 inches. Contents of car: $\frac{108''x53.25''x25''}{1728}$=84.354 cu. ft.

The depth includes 6 inches of topping.

The company demanded that the miners should load the new car for the same price as the old one, but the miners objected; the company finally agreeing that no more of the new cars would be introduced, the number being 24. The miners were allowed to load rock in the large car, and coal in the small ones, which did not make any material difference to them, as far as rock cars were concerned.

Since the last strike the company has introduced a still larger car, with the following dimensions: Upper section, 8 ft. 6 in.; 4 ft. 3 in. wide; 1 ft. 6.5 in. deep. Contents of section, including 6 in. of topping: $\frac{102''x51''x24.5''}{1728}$=73.756 cu. ft.

Lower section: Length, 8 ft. 4.5 in.; width. 2 ft. 5 in.; depth 9.5 inches. Contents: $\frac{100.5x25''x9.5''}{1728}$=16.022 cu. ft.

Total contents=73.756+16.022=89.778 cu. ft. The new car is 17.14 per cent. larger than the standard car. We claim the price should be increased in that proportion, making the price $1.055 per car.

Note. The price per car was increased from 82 cents to 90.2 cents by the 10 per cent. increase awarded by the Commission, 17.14 per cent. added to this amount will be $1.055.

We respectfully ask the Board of Conciliation to do justice by us and the company, and decide this grievance on its merits.

Antona Sorbei I,	Giovanni Grassi,
Wm. Graff,	Grospi Bario,
William Humble,	John Timick,
Franchi Givanni,	Lisili Enriog,
Sam Lippko,	Michael Gladmaidomi,
Michael Luigi.	Carl Carbosski,

Committee Local 2349.

CLARENCE COAL COMPANY.

Colliery at Yatesville, Pa.

Office, Commonwealth Building,

Scranton, Pa.

W. L. Connell, November 2, 1903.

City.

Dear Sir: Please find enclosed the answer of the Clarence Coal Company to the complaint of a committee, said to represent the employees of the Gardner Creek Coal Company.

We make this answer, although we believe that under the ruling of the Board of Conciliation, they would not consider any complaint against a company whose employees had gone on strike previous to their appealing to that Board.

The employees of the Clarence Coal Company did strike twice for an increase in the price of this new car before appealing to the Board of Conciliation, and only returned to work after being idle four or five days the last time they struck, when the company agreed that if the Board of Conciliation should award them an increase in the price of the car it should date back to the time that they took up work after the strike. We doubt very much if they would have returned to work when they did if we had not agreed to this.

Yours very truly,

The Clarence Coal Company,

Per Clarence B. Sturgis, Gen. Man.

F. I. W.

October 30, 1903.

Board of Conciliation:

Gentlemen: In reply to complaint of Local 2349, this company respectfully submits the following:

First: That the complaint is addressed against the Gardner Creek Coal Company, which is not in existence at present.

Second: First clause, giving size of a certain car, we believe, refers back to the Westminster Coal Company, which operated a colliery on the same land a good many years ago.

Third: As to second paragraph, that deals with the Gardner Creek Company, coal being nearly exhausted, which ceased to operate and closed business about two years ago.

Fourth: The Clarence Coal Company was incorporated September 9, 1902, and took over the coal lease held by the Gardner Creek Company, coal being nearly exhausted, and also leased other coal lands adjoining. Instead of doing as the Gardner Creek Company had done, taking their coal out through a tunnel and hauling it by locomotive to the mine breaker, a mile and a quarter away, the Clarence Coal Company built an entirely new plant, sunk a new slope and began operations in March of this year. When the colliery started operations many of the employees of the Gardner Creek Coal Company applied for work, and the Clarence Coal Company gave them places.

Fifth: Two different styles of cars, hardly no two of which were exactly alike in size, as they had been patched up and rebuilt by the Gardner Creek Coal Company, and although in very poor condition, were used when the Clarence Coal Company started operations, and this being after the award of the Strike Commission, the men agreed to accept 90 cents a car on all cars alike, with 6 inches of topping.

which included the 10 per cent. increase awarded by the Commission; in addition to which the company pays yardage on all work, no mention of which is made in the complaint of the local.

Sixth: As the company was short of mining cars at the colliery and the old cars were in such bad condition, they were obliged to procure new ones, and adopted a car containing 72 cubic feet, which was thought better suited to the conditions, and notified the men that they would pay a dollar for this new car, with 6 inches of topping, which they contend is a just price.

Seventh: Instead of accepting the offer of $1.00 a car made by the company, the men demanded $1.25 a car. Then the company agreed not to compel the men to use the new cars until the matter was adjusted by the Board of Conciliation, but reserved the right to use them for rock and company men in the meantime. The company supposed this satisfactory, but the next day the men struck. A day or two after, work was resumed, but the men refused to allow the new cars to be used for rock by the company men, which crippled the output so badly that the company had to insist that the new cars be used in this manner. The men thereupon struck again; after being out several days they then returned to work on the offer made by the company in the first place; that is, 90 cents a car on the old cars with 6 inches of topping, and $1.00 for the new cars with 6 inches topping, until the Board should finally pass on it.

Eighth: This company denies that the first car mentioned in their complaint is the standard size car, and believes that the second car mentioned might as well be called the standard as the first, because both cars were used when the Clarence Coal Company started operations, and 90 cents a car was paid for both cars with 6 inches of topping; therefore, the second car mentioned might be taken as the standard car just as well as the first car as far as the Clarence Coal Company was concerned, and if this car were taken for a standard, using the figures which the local give in their complaint, it is found that the company should pay 5 7-10 cents.

Cubical contents of old car: $\frac{108''\times 53.25''\times 25''}{1728} = 84.354$ cu. ft.

Cubical contents of new car: 73.756 plus 16.022=89.778 cu. ft.

$\frac{89.778-84.354\times 90}{84.354} = 5.7$ price to be added to old price.

therefore price of new car should be 95.7.

The company, however, split the difference and offered our men $1.00 from the start. We would like to add that the new car which the company adopted is a drop bottom car, that is, the bottom drops down between the two sills, and experience has shown that a car of this kind of the same cubic capacity as a square car will not hold quite as much coal, as the coal is bound to bridge itself in the bottom; especially if the miner has any inclination to make it do so.

In summing this answer up the Clarence Coal Company has to say, that it started operations in March, 1902, with the new plant, new slope, and mining principally from new land. It made new agreements with its men as to the price per car and per yard, and the company does not see why it should be influenced by what other companies, with which it had nothing to do, have paid before its time.

It also contends, for reasons mentioned above, that the price which it is paying for the new car which was introduced, is a just price, it being the difference between the price which the men asked for, compared with the smaller style of car, and the price above figured, compared with the larger style of car, both of which were in use.

Respectfully submitted,

CLARENCE COAL COMPANY,

Per General Manager.

ACTION.

WILKES-BARRE, PA., Dec. 8, 1903.

In re grievance No. 102, Contract Miners vs. the Clarence Coal Company.

Whereas, The second sized car had been introduced at the colliery previous to the award of the Anthracite Coal Strike Commission;

Therefore be it resolved, By the Board of Conciliation, that the average price per cubic foot paid for all first two sizes be the basis of payment for the new car, which price shall be $1.06."

GRIEVANCE NO. 103.

John Costello vs. Delaware & Hudson Coal Company.

SCRANTON, PA., Aug. 12, 1903.

To the Members of the Strike Conciliation Board:

Gentlemen: I have been requested by the local to send you the particulars of my case. I intended to appear before the Strike Commission, but did not think for a moment that the companies would not re-employ their old employees.

Well, after the report of the Commission was announced I could not see any chance for me, so I am now going to state my case before you. I am a man who has worked for the Delaware & Hudson Company nearly all my life. I have worked steady the past nineteen years, running a pair of hoisting engines, and I received $54.00 a month until about three years ago. When I was working by the month I often worked as high as forty days in a month and sometimes more. Well, just when I was making good pay by the day the strike came, and when I refused to take a fireman's place I was told that I would not have my old place back. Where I worked there was a one day fireman and a watchman at night, so my place was shut down from the first day of the strike until it was settled, so there was no need of my taking a strange man's place when the strike took place. Myself and two sons went down and worked in the underground tunnel in New York City, I did not want myself or boys to be blamed for any mischief that was, or would be committed. When I made application for my former place, the foreman told me that I would have to take a pair of engines in the mines for 20 cents a day less than I got before the strike, and I refused. He then told me I could go firing in the boiler room. It is a very hard place to work and I had a son firing before the strike, and when I asked the foreman for his place he would not give it to him, so I took it, thinking that he would give it to him in a few days, but he never gave him any chance at firing or any show at all. The place proved to be too hard, so I had to give it up. During all my services with the company I never had an accident or never had any trouble with my foreman, so if the company wants to be fair with their old employees they can easily look up their record. I went to see the superintendent, C. C. Rose, and he did not give me any satisfaction, but as I walked out of the office he told me that the company was forgiving some of their old men and that ought not to be. He told me to see our master mechanic, and I went and had a talk with him, but he said that he could not do anything for me, that I would have to start at the foot of the ladder and work myself up again. He wanted me to start loading up ashes and work my way up again; well, by the time I would receive a promotion from ashman to fireman, to pumpman, how old would I be when I would receive my place as engineer? So I told him that I did not thing that I would start up the ladder the second time. So, gentlemen, this is the case that I ask you to give a fair test. I remain,

Yours respectfully,

JOHN J. COSTELLO.

My case is from the Powderly Mines, Carbondale, Pa.

THE DELAWARE & HUDSON COMPANY.

Office Coal Department.

C. C. ROSE, Superintendent.

SCRANTON, PA., October 27, 1903.

MR. T. D. NICHOLLS,
Secretary Conciliation Board,
Scranton, Pa.

Dear Sir: I have your favor of the 15th inst., enclosing a copy of Grievance No. 103, of John Costello, formerly employed at Powderly Mine.

I have made inquiries with reference to Mr. Costello, and am told that he voluntarily stopped work during the last strike and his place was filled by John Murray, who had previously been an engineer inside the mines. After the strike Costello applied for his old situation and was told that it had been filled. He was offered Murray's place running engines in the mines, which he refused. He was then offered work as fireman, which he accepted, and continued at work until Nov. 2nd, 1902, when he left, stating to the foreman that he had a position in Scranton. We heard nothing further from him until August, 1903, when he applied at Powderly Mines for work. He was told that there was nothing for him at present.

This company has not discriminated against Mr. Costello and is entirely willing to give him any work which he is capable of doing if a vacancy shall occur, but cannot give him work at Powderly, because all places are now filled.

Yours truly,

C. C. Rose, Superintendent.

ACTION.

Wilkes-Barre, Pa., Dec. 8, 1903.

In re Grievance No. 103, John Costello vs. the Delaware & Hudson Company.

Resolved, By the Board of Conciliation, that this grievance be not sustained.

GRIEVANCE NO. 104.

To the Board of Conciliation:

The undersigned officers of Local Union No. 306, representing Nos. 1 and 2 collieries of Jermyn & Co., Old Forge, represent:

The drivers commence work at 6:30 a. m., by harnessing their mules and cleaning them, and rarely return to the barn before 4:45 or 5:00 p. m., thus working more than nine hours per day, and are not paid overtime for the same.

Second: The watchmen are required to report for duty at 5:00 o'clock p. m., and remain until 7:00 a. m. We are of the opinion that they come under the award of nine hours per day, and respectfully ask you to decide this point.

Third: We have a system known as "company mining." Under this system the miners are furnished all supplies except tools and oil. He received $2.47 for mining three cars of coal, and the laborer $2.20 for loading the same number. These were the conditions before the strike. The operators claim that these conditions have not been modified by the awards of the "Commission," and therefore they are not entitled to the 10 per cent. advance in wages. Our contention is: That they are contract miners, inasmuch as they are required to load three cars for a full day's pay, as other miners are required to load

six cars. If they load but two cars per day, they receive pay for only two-thirds of a day's wages, and if one car, only one-third of a day's wages. We therefore claim that they are contract miners.

Fourth: Miners working in certain places received 98 cents per car before the strike, and now receive only $1.07 per car instead of $1.08.

Respectfully,

Martin Memlo, President.
John Hayes, Secretary.

Vitu Scarato, Vito Rivello,
Angelo Palerino, Thomas Caroni,
John Tilonise, Raffael Pallerno.

ACTION.

Wilkes-Barre, Pa., Dec. 7, 1903.

Whereas, It was shown that the basis of compensation was a fixed number of cars per shift;

And whereas, Jermyn & Co. did not reduce the number of cars, but reduced the number of hours of work of said company miners without additional compensation;

Therefore, be it resolved, By the Board of Conciliation, that the complainants in Grievance No. 104 are practically contract miners and are entitled to 10 per cent. advance, based on the rate of wages paid April 1st, 1902.

In re grievance No. 104, drivers and watchmen, complainants, withdrew. Complaint of contract miners for an advance from $1.07 to $1.08 was conceded by the company.

GRIEVANCE NO. 105.

Charles Dixon vs. People's Coal Company.

Scranton, Pa., Oct. 28, 1903.

To the Board of Conciliation:

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

I was employed as a contract miner at the Oxford Colliery of the People's Coal Company, Scranton, Pa. On the 21st of the present month, early in the morning the fire boss came to my chamber, took my laborer away and ordered me out of the mine.

On my way out I met Foreman Langon and Superintendent Hayes. The superintendent at once charged me with posting a notice advertising a smoker and social entertainment, which I at once acknowledged doing. Mr. Hayes then asked me if I was not aware that posting notices was prohibited. I replied that I was not aware of the fact. He then told me that I was making balls here for quite a while and getting other people to shoot them, and that I had been going around the mines persuading men to join the union; and while not doing so myself had others doing the same.

I admitted advising men to attend their local, but emphatically denied causing any disturbances or having any one acting or doing anything in my stead. He then told me that I would have to see Mr. Sheppard, the manager, which I at once did, but failed to obtain an audience with him, although I called several times. I made one futile attempt to see him in the afternoon, but although I waited for him on the road, I tried to call him back, but in vain. The following day I got an interview with him at the office.

He repeated the question put to me by Mr. Hayes, to which I made the same replies that I was not aware that posting notices for entertainments was prohibited. I told him, as I told the other two gentlemen, that if they had been standing by I would have done the same thing, not knowing that I was doing any harm; but if they said it was not allowed I would at once have taken it down. He then told me that he could do nothing and recommended me to see Mr. Crawford, the operator. I went before that gentleman, who, after listening to me, said that it was a case of persecution. He referred me back to Mr. Sheppard. The next day I saw Mr. Sheppard at the office, and after he brought two witnesses, he proceeded as follows:

"Well, Charlie, we have, after taking all things into consideration, decided to give you a thirty days' rest." I replied that I thought it was a good rest, and asked him if it took effect at once or from the day I had posted the notice. He said it would commence from the day I posted the notice. He then said I had gone over his head by going direct to Nicholls, and therefore he would give Nicholls an opportunity of dealing with it. He claimed that he believed that I was looking for trouble. I replied that I was not, and told him that I had been employed by the Lackawanna Iron & Steel Company for about eighteen years and had no trouble in that line; therefore my records did not

bespeak a troublesome man. He then admitted that if any one came to him in regard to my record, he could not give me any other than the best recommendation, as there was nothing further against me than the posting of that notice.

I shall be able to furnish you with any minor details which I may have omitted here. This document, however, contains the embodiment of the whole difficulty, truthfully and faithfully outlined.

Respectfully yours,

CHARLES DIXON.

THE PEOPLE'S COAL COMPANY.

Oxford Colliery.

JAS. G. SHEPHERD, General Manager.
J. G. HAYES, Superintendent.

SCRANTON, PA., November 21st, 1903.

To the Board of Conciliation:

Gentlemen: In replying to your communication delivered to us November 4th, and signed by Mr. Chas. Dixon under date of October 28th, we beg to say that Mr. Dixon has been in our employ, as he has stated as a contract miner, and on October 21st, as I came to the mines, arriving at the breaker at 6:45 a. m., in driving past the shaft from the wagon road, which is located about seventy-five feet from the head of the shaft, I observed a notice posted upon the shaft door. At the time I was in conversation with our superintendent, Mr. John G. Hayes, and asked him what he allowed notices posted upon the property for, and inquired of him if he did not know it was a strict violation of the rules, and he promptly replied that of course he knew it was contrary to the rules, and he had not seen anything posted up on the premises before for months, when I instructed him as he was about to descend into the mines as he was getting on the carriage to tear down the notice and find out who put it up and send him to the office.

Mr. Hayes carried out his instructions, and as he tore the notice down he did not read the same, but threw it down upon the ground and went on into the mines. On inquiry he learned it was Chas. Dixon who put up the notice, and sent the fire boss to his chamber, requesting him to come to the foot of the shaft, as he wanted to see

him. Up to that time neither Mr. Hayes nor myself knew what the notice was, but as Mr. Dixon came to the foot of the shaft he then told Mr. Hayes what was on the notice, and Mr. Hayes told him it would be necessary for him to go to the office and see me, as he had violated a rule of the company.

Having business that called me out of the office most of the day, when Mr. Dixon called at the office I was not in and he did not see me until the following day, when Mr. Dixon told me he did not know he was violating a rule of the company, which I could not understand or believe as he was a member of an Accidental Association formed at our colliery about a year ago, at which time the matter of posting notices on the property was thoroughly discussed at a number of the meetings, and it was decided that it was impossible to draw the line as to who might be permitted to put up notices, or as to their character, and the rule was not changed even that this association might have the privileges. Furthermore, the company has never placed notices upon the premises, having large boards printed to serve their purposes as follows: "No Work To-morrow," "Work To-morrow," "Pay-day To-morrow," "Pay-day To-day," all of which are hung out in front of the office at the proper times.

Furthermore, we are led to believe that Mr. Dixon knew he was violating a rule, as he informed different parties on the way from his chamber to the foot of the shaft that he was stopped for putting up a notice, and we could not understand if he did not know he was violating a rule why he should give out this information promiscuously, as he did before he had seen Mr. Hayes and had been informed what he was sent to the office for.

We could not well have discriminated against him, as neither Mr. Hayes or myself knew that he was a member of any labor organization or had any connection whatever with the same, all of which we are willing to take oath to.

Mr. Hayes positively denies that he said anything to Mr. Dixon whatever about his using his influence or going about the mines and asking people to become members of the union. But he did say to Mr. Dixon he was making balls and having other people shoot them, but in making that statement he had no reference whatever to union matters, but did refer to other matters regarding a chamber that Mr. Dixon was running some time ago and endeavoring to influence others

to restrict the number of mine cars per shift that we customarily had been receiving from the chambers on this particular road.

Mr. Crawford positively denies that when Mr. Dixon called on him he told him that his case was one of persecution, for as he called on Mr. Crawford in the evening he smelled so strong of liquor that Mr. Crawford did not admit him in his house and only told him "he should see Mr. Shepherd in the morning, but would no doubt se suspended for violation of the rule."

Regarding the inteview he refers to as having with me, would say that the statement is correct in regards to my having two witnesses in the office at the time, and furthermore would say that these two witnesses will substantiate the fact that he is positively telling what is false and untrue when he says that he having gone over my head and gone direct to Mr. Nicholls, that I would therefore give Mr. Nicholls an opportunity of dealing with it, and that he was looking for trouble, as this statement is a base falsehood.

Mr. Dixon has not been dismissed from our employ, but was suspended for thirty days, the same as any employee would be for violation of the rules of the company.

Yours very truly,

THE PEOPLE'S COAL CO.

Jas. G. Shepherd, Sec.

ANTHRACITE BOARD OF CONCILIATION.

GRIEVANCE NO. 105.

In re complaint of Charles Dixon, a contract miner at the Oxford Colliery of the People's Coal Company, Scranton.

DECISION OF THE UMPIRE.

Charles Dixon complains that on the 21st of October, 1903, the fire boss ordered him out of the mine. It appears that the foreman and the superintendent charged him with posting a notice advertising a smoker and social entertainment,; that he (Dixon) at once acknowledged doing so, and, in answer to the superintendent, stated that he

was not aware that posting such notices was prohibited. In his complaint he recites some conversations between him and the superintendent, but not of material interest to the complaint. For the breach of the rules prohibiting the posting of notices Mr. Dixon was suspended for thirty days and then he went back to work.

The People's Coal Company, through Mr. James G. Shepherd, secretary and treasurer of the company, in answer to the complaint of Mr. Dixon, repeats the main points of the case in detail, but adds that when Mr. Dixon called at the office Mr. Dixon told him he did not know that he was violating a rule of the company. This Mr. Shepherd states he could not understand or believe, as he (Dixon) was a member of an accidental association formed at the colliery about a year previous, at which time the matter of posting notices on the property was thoroughly discussed at a number of the meetings of that association, and that it was decided that it was impossible to draw the line as to who might be permitted to put up notices, or as to their character, and the rule was not changed, even as relating to the association.

Mr. Shepherd further states that the company was led to believe that Mr. Dixon knew that he was violating a rule, as he informed different parties on his way from his chamber to the foot of the shaft (meaning the time of his suspension) that he was stopped for putting up a notice, and that the company could not understand, if he did not know that he was violating a rule, why he should give out information promiscuously in regard to the matter.

As to the question whether there was any discrimination against Mr. Dixon on account of his membership in the union, Mr. Shepherd says that the company could not well have discriminated against him, as neither the superintendent or himself knew that Dixon was a member of any labor organization, or had any connection whatever with the same; and Mr. Shepherd states positively, in closing his answer, that Mr. Dixon was not dismissed, but was suspended for thirty days, the same as any employee would be for violation of the rule of the company.

The point at issue is whether Mr. Dixon was suspended on account of discrimination growing out of his supposed membership in a labor union, and if so, whether he is not entitled to compensation during the period of his suspension.

The resolutions of the Conciliation Board in this case were as follows:

Whereas, It was shown by the testimony that Mr. Dixon was suspended for thirty days because he posted a notice of a meeting of the local union of the U. M. W. of A., of which he is a president, on the company's property; also that no notice had been given to all the employees that such notices were not allowed;

Therefore, be it resolved, By the Board of Conciliation, that the company shall pay wages lost by Mr. Dixon during the time that he was suspended.

Whereas, Charles Dixon was suspended for disobeying the rules governing the colliery of the People's Coal Company; and

Whereas, It has not been shown by the evidence that he was discriminated against because of his membership or non-membership in a union;

Therefore, be it resolved, That the grievance of Charles Dixon be not sustained.

The vote on these resolutions resulted in a tie, and the case was sent to the Umpire.

The evidence in this case and the facts, so far as the Umpire has been able to ascertain them, show very clearly that Mr. Dixon was a good workman, and had been employed for a long time by the People's Coal Company, the memorandum of his earnings from August 1, 1901, to August 1, 1903, as furnished by the company, being conclusive in this respect, as also the fact that he was taken on again at the close of his period of suspension.

These facts also do away quite thoroughly with the suspicion or intimation that there was any discrimination against Mr. Dixon on account of his membership in the union. There was no charge that there was such discrimination, but only a suspicion or a thought that discrimination might have been a leading cause for Mr. Dixon's suspension. Mr. Shepherd testifies positively that he did not discriminate against Dixon on any such account, and he states emphatically that he did not know that Dixon was a member of the union. If there was no discrimination against Dixon on account of membership or non-membership in the union, then the suspension was no violation of the award of the Commission.

Award IX 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 employee who is not a member of any labor organization by members of such organization." If Dixon had been suspended in violation of this award, it would have been within the power of the Umpire to decide accordingly and to rule that, having been discriminated against, he was entitled to his wages during the period of suspension. This not being the case, the grievance cannot be sustained.

The Umpire, however, does not feel that he can dispose of the case by such a decision, for in his opinion there has been a violation of the real spirit of the award of the Strike Commission, which was to secure harmonious relations between employer and employee, all its awards being made to this end. Mr. Dixon testifies that he knew nothing about the rule prohibiting the posting of notices. In answer to a question, "You say you knew nothing about this prohibiting?" he replies: "No, sir, I did not, else I never would have posted it." The evidence, however, while not conclusive, leads to the conclusion that Dixon must have known about the rule, for he had worked some time in the colliery under the People's Coal Company, was present at the meetings where the matter was discussed—or at least it is a fair inference that he was present—and he was a miner of experience, and knew that, in general, notices were prohibited.

Mr. Wickeheiser, who was present at a keg-fund meeting, states that he does not know if Dixon was present at the meeting, but he thinks he saw him; and in answer to a question, "Why do you think so?" Mr. Wickheiser said: "Because I see him at the mines every day or so, and his face is familiar," although Mr. Dixon himself says he had not belonged to the accident fund since the start, and, being generally on the night shift, had never been at a meeting. The presumption must be, however, whatever the testimony, that he knew in a general way that the posting of notices was prohibited, and that therefore, whether he knew it or not, he broke the rule of the company and was properly subject to some discipline.

But to suspend a man for thirty days—a man of family, needing all of his earnings—and by such suspension practically to fine him an average month's earnings was a penalty altogether too severe for the

breach of discipline involved. It is not within the jurisdiction of the Umpire to make an award in this case, as intimated, but it is his opinion that there was as much a breach of the award of the Anthracite Coal Strike Commission by the representatives of the People's Coal Company as by Mr. Dixon. A proper reprimand or a day or two's suspension, would have caused no antagonism, but thirty days' suspension for the slight breach complained of simply does harm and retards the movement which the Commission hoped was well inaugurated. The relation of employer and employee can not be brought to the best condition by such severe action on the part of the employer

CARROLL D. WRIGHT.

Washington, D. C., April 8, 1904.

GRIEVANCE NO. 106.

Contract Miners vs. Pennsylvania Coal Company.

To the Board of Conciliation:

SCRANTON, PA., Oct. 30, 1903.

Gentlemen: The undersigned, representing the contract miners of No. 6 Colliery of the Pennsylvania Coal Company, Pittston, Pa., respectfully submit the following complaint:

That in line with the award of the Anthracite Coal Strike Commission, which says, "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 basis as the majority of said miners shall determine," we presented the following proposition to Superintendent May:

PITTSTON, PA., Oct. 3rd, 1903.

MR. W. A. MAY,
Superintendent Pennsylvania Coal Co.
Dunmore, Pa.

Dear Sir: Following is the proposition of the contract miners of No. 6 Colliery for the collection and payment of stoppages for check-weighmen:

There shall be collected from each miner agreeing to this proposition one-fourth of a cent per ton on all coal credited to him each month.

That the total amount of collections be paid over to a committee selected by said miners, one of whom shall be a bonded treasurer, together with an itemized statement from the company, showing the number of tons mined and the total amount deducted from each number in the colliery. Said committee shall sign and turn over to the company a receipt for all moneys so received.

The committee shall present to the company credentials properly signed by the president and secretary of the meeting electing them before any money shall be paid over to them.

Respectfully submitted,

DANIEL PACE,
JAS. W. MCHALE,
JOHN S. MALONEY,
LEWIS PLISKI,
Conference Committee.

Tc this proposition we received the following reply:

PENNSYLVANIA COAL COMPANY.

Office of Superintendent.

SCRANTON, PA., Oct. 6, 1903.

MR. DANIEL PACE,
Chairman Conference Committee,
Port Griffith, Luzerne Co., Pa.

Dear Sir: Your communication of the 3rd inst., asking that this company stop from each miner agreed one-fourth of a cent per ton of coal credited to him each month, being his proportion of the check-weighman's wages.

After careful consideration we are compelled to state that we cannot do as you request. The methods adopted some time ago for all of the operations of this company have to remain in force at No. 6 Colliery the same as the other places. The method we now use is fair to all and carries out the award of the Commission and should give entire satisfaction.

Yours very truly,

WILLIAM W. INGLIS,
Superintendent.

Also the following reply:

PENNSYLVANIA COAL COMPANY, HILLSIDE COAL AND IRON CO., N. Y., SUSQUEHANNA & WESTERN COAL COMPANY.

Office of the General Manager.

SCRANTON, PA., Oct. 19, 1903.

MR. DANIEL PACE,
Chairman Conference Committee,
Port Griffith, Luzerne Co., Pa.

Dear Sir: Herewith please find the copy of the finding of the Conciliation Board which you sent me the 16th inst.

There is nothing in this communication from the Conciliation Board which conflicts with the method we are now using in paying the check-weighmen. It is different from the plan submitted by your committee. We are willing to deduct from earnings of the men the wages of the check-weighmen selected by the men, but are unwilling to collect one-quarter of a cent per ton per man. This amount deducted may or may not pay the check-weighmen. Our method pays him just what the miners agree to pay him.

For our own protection we also want to pay the check-weighman the amount deducted.

Yours very truly,

W. A. MAY, General Manager.

We claim that we complied with the award of the Commission by submitting the above proposition, and our argument in its favor is that when work is regular a treasury will be built up for the check-weighmen fund which can be used to pay the check-weighman's wages when the miners are working poor time, when they will not be able to pay as much towards a check-weighman's wages as when they are working regular.

We ask that the Board of Conciliation find that we are entitled to have this money deducted as we agree among ourselves.

Yours very truly,

DANIEL PACE.
JAS W. MCHALE.
JOHN S. MALONEY.
LEWIS PLISKI.

PENNSYLVANIA COAL COMPANY, HILLSIDE COAL & IRON CO., N. Y., SUSQUEHANNA & WESTERN COAL COMPANY.

Office of the General Manager.

SCRANTON, PA., Nov. 12, 1903.

MR. T. D. NICHOLLS,
Secretary Conciliation Board,
Scranton, Pa.

Dear Sir: Your note of the 4th inst., transmitting a copy of Grievance No. 106, same being a complaint of the contract miners of the No. 6 Colliery of the Pennsylvania Coal Company as to the method of paying check-weghmen, is received.

I would respectfully make the following answer:

We are willing to collect the wages fixed by a majority of the contract miners at No. 6 Colliery of the Pennsylvania Coal Company to be paid a check-weighman selected by the miners and to be deducted "from the earnings of such miners as make legal assignments" to cover such deductions.

We are unwilling to collect one-quarter of a cent per ton from each man from the miners, because the sum total arising from it is not "wages." It may be more or less than the wages fixed by the miners. The amount collected would, in fact, be a "wages fund." This is admitted by the miners in their argument when submitting this question to you October 30th, 1903. Under the award of the Commission and your interpretation of that award July 9th. 1903, we are called upon to collect nothing more nor less than "wages."

We also believe that wages collected should be paid to the check-weighmen in person. It is his money by assignment as soon as collected, and he could hold the company for it if not paid over to him and a receipt for it taken from him.

Yours respectfully,

W. A. MAY, General Manager.

ANTHRACITE BOARD OF CONCILIATION

GRIEVANCE NO. 106.

In re petition of contract miners of No. 6 Colliery of Pennsylvania Coal Company.

DECISION OF UMPIRE.

The petitioners in this case, referring to the fifth award of the Anthracite Coal Strike Commission, providing for check-weikhmen and check-docking bosses, submit the following proposition for the collection and payment of stoppages for check-weighmen:

That there be collected from each miner agreeing to this proposition one-quarter of a cent per ton on all coal credited to him each month.

That the total amount of collections be paid over to a committee selected by said miners, one of whom shall be a bonded treasurer; together with an itemized statement from the company, showing the number of tons mined, and the total amount deducted from each number in the colliery. Said committee shall sign and turn over to the company a receipt for all moneys so received.

The committee shall present to the company credentials properly signed by the president and the secretary of the meeting electing them before any money shall be paid over to them.

This proposition was submitted to Mr. W. A. May, general manager of the Pennsylvania Coal Company, October 3, 1903. On the 6th of October Mr. William Inglis, superintendent of the Pennsylvania Coal Company, declined to accept the proposition, claiming that the company was carrying out the award of the Commission, and October 19th, 1903, Mr. May, general manager of the Pennsylvania Coal Company, stated that his company was willing to deduct from the earnings of the men the wages of the check-weighmen selected by the men, but was unwilling to collect one-quarter of a cent per ton per man, and that the method used by the company would pay the check-weighman just what the miners agreed that he should be paid.

The petitioners claim that they complied with the award of the Commission by submitting the above proposition, and that their argument in favor of it is that when work is regular the treasury will be built up for the check-weighman's fund, which can be used in paying the check-weighman's wages when the miners are working poor time, when they will not be able to pay as much towards the check-weighman's wages as when they are working regularly; and they ask that the Board of Conciliation find that they are entitled to have the money for the payment of check-weighmen and check-docking bosses deducted as they may agree among themselves.

The Conciliation Board, not being able to agree upon this matter, submitted the case to the Umpire. At the hearing before the Umpire it appeared that a subsidiary question of some importance is involved in addition to that of methods of securing the money for the payment of the check-weighmen and check-docking bosses. That question is the assignment of the miners to the operator of the proportional amount of his wages or earnings necessary to pay the check-weighmen and check-docking bosses.

Another question also arose as to whether the majority of the miners could bind all the miners to either of the methods provided in the award of the Coal Strike Commission, which Award V is as follows:

That whenever requested by a majority of the contract miners of any colliery, check-weighmen or check-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 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 the said miners on such a basis as the majority of said miners shall determine.

The chief question, however, as it appears to the Umpire from the evidence, relates to the creation of a fund The answer of the Pennsylvania Coal Company to the Conciliation Board, under date of November 12, 1903, contains the following points, submitted by Mr. May, the general manager:

We are willing to collect the wages fixed by a majority of the contract miners at No. 6 Colliery of the Pennsylvania Coal Company

to be paid a check-weighman selected by the miners and to be deducted "from earnings of such miners as make legal assignment" to cover such deductions.

We are unwilling to collect one-quarter of a cent per ton per man from the miners, because the sum total arising from it is not "wages." It may be more or less than the wages fixed by the miners. The amount collected would, in fact, be a "wage fund." This is admitted by the miners when submitting this question October 30th, 1903. Under the award of the Commission and your interpretation of the award July 9, 1903, we are called upon to collect nothing more or less than "wages."

We also believe the wages collected should be paid to the check-weighman in person. It is his money by assignment so soon as collected, and he could hold the company for it if not paid over to him and a receipt for it taken from him.

The ruling of the Conciliation Board on July 9, 1903, referred to in answer filed by Mr. May, is as follows:

Whereas, There has arisen a question as to the proper interpretation of Section 5—"check-weighman and docking boss."

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 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 said person, the employer will make the deduction from the earnings of said miners as make a legal assignment. Upon request from the miners the employer will furnish a satisfactory form of assignment properly protecting the employer and employee.

The action of the Conciliation Board seems to be in accord with the fifth award of the Anthracite Coal Strike Commission, so far as that interpretation was intended to apply.

The resolution on Grievance No. 106 before the Conciliation Board, which resulted in a tie and sent the case to the Umpire, is as follows:

Whereas, The Anthracite Coal Strike Commission, in its award, provided for the appointments of check-weighmen and check-docking

bosses and that the wages of the check-weighmen and check-docking bosses should be fixed, collected and paid by the miners in such manner as the said miners shall by a majority vote elect, and when requested by a majority of said miners the operators shall pay the wages fixed for check-weighmen and check-docking bosses out of the deductions made proportionately from the earnings of said miners, on such basis as the majority of said miners shall determine.

It is the opinion of the Board of Conciliation that where a majority of the miners so elect they may by mutual agreement levy such assessment as they elect, to create a fund for the purpose of paying the check-weighmen or check-docking bosses; but when said majority of miners shall request the operator to make collections for this purpose then they shall fix said wages to be deducted proportionately to be paid by said operator.

Therefore, be it resolved, By the Board of Conciliation, that the complaint of contract miners at No. 6 Colliery of the Pennsylvania Coal Company, Grievance No. 106, be not sustained.

A careful consideration of this case discloses the fact that there is nothing to prevent the miners themselves from accumulating a fund under the first clause of Award V. They have the right, if they so elect, to collect and pay the wages of the check-weighmen or check-docking bosses themselves. They can decide the manner and the amount of the contribution by each miner, and they can pay directly to the check-docking boss or the check-weighman the amount of wages agreed upon. They may in this way accumulate a fund for the payment of wages to the check-weighman and check-docking boss when times are dull or it is difficult to secure contributions, and if Grievance No. 106 comprehended only this part of Award V it should be sustained.

The difficulty, however, in actual practice under the first clause of Award V is in collecting from all miners involved the necessary contributions to the wages fund. The motive of the Commission in this clause was to provide a means by which wages of check-weighmen and check-docking bosses should be fixed, collected and paid by the miners—that is, "in such manner as the said miners shall by a majority vote elect"—and not simply the majority voting for such method should be the only ones to make the contribution. If there are 100 contract miners in a colliery, and 51 of them establish a method and

fix rates, the whole 100 should comply, just as all miners and operators complied with the award of the Commission, whether they thought the award right or not. The miners, however, must be left to use their own wisdom and to establish their own processes by which to secure contributions from all the miners involved, as well as from the individuals constituting the majority who vote for a particular rate or method of payment.

Under the second clause of Award V it must rest entirely with the employers whether they will establish such a fund as the petitioners suggest. It is difficult to see, however, how such a fund could be legitimately created, because the award of the Commission provides that when requested by a majority of the 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," but "on such a basis as the majority of said miners shall determine." This means simply that when the miners establish the basis of payment and request the operators to pay the wages which they fix for check-weighmen or check-docking bosses, the money to enable this payment to be made shall be collected by means of deductions made proportionately from the earnings of said miners.

It would be an illegal deduction and contrary to the provisions of the award, to secure more than the wages due the check-weighmen or check-docking bosses; and it is probably true, as matter of law, that should such a fund be accumulated in this way under the second clause of Award V, any miner would have a right of action against the operator for any surplus which might be in the operator's hands.

It was in evidence before the Umpire that some of the miners objected to this deduction under the second clause of Award V, even when the basis was determined by a majority of their fellows.

It seems to the Umpire that the rule in this case should be precisely the rule suggested under the first part of Award V—that is, should there be 100 miners in a colliery, and a majority of the 100 request the operator to pay the wages which they (the miners) fix for check-weighmen and check-docking bosses out of deductions made proportionately, etc., the whole 100 should make the contribution or be subjected to the deductions, and that the operators would be entirely justified in making the deductions from the earnings of each and every one of the 100 miners involved.

As to the matter of assignment—which was not directly, but indirectly before the Umpire, and which really makes a part of his consideration—it seems fair and just that the operators should insist upon such an assignment, even as a condition of employment, where the majority of the miners have requested the operator to pay the check-weighmen and check-docking bosses out of deductions made proportionately from their earnings. There seems to be nothing in this subject that ought to excite any antagonism, for the operator, in making the deduction, is certainly entitled to some protection against complaint which may be afterwards made that such deduction was not agreed upon, or for any other cause.

While the Umpire cannot sustain Grievance No. 106 as it is presented, the form of it, the propositions which led to it, and make a part of it, and the evidence in the case warrant the following rulings:

1. That where check-weighmen or check-docking bosses, or both, are employed on the request of a majority of the contract miners of any colliery, and when the wages of said check-weighmen and check-docking bosses are fixed, collected and paid by the miners, in such manner as they shall by a majority vote elect, if they so determine they may create a fund for the purpose of paying the check-weighmen or check-docking bosses, and that the determination or decision of a majority of the miners in any colliery shall apply to all miners in such colliery.

2. That where the check-weighmen and check-docking bosses are paid by the operators on the request of a majority of the miners in any colliery, and on such basis as the majority of said miners shall determine, the operator shall deduct proportionately from the earnings of said miners an amount sufficient to pay the wages fixed for the check-weighmen and check-docking bosses, which payment shall be made to the check-weighmen and check-docking bosses, and that such deduction shall be made from all miners in the colliery, and that it is just for the operator to claim an assignment for the proportionate amount of earnings necessary for payment of the wages of the check-weighmen and check-docking bosses as agreed upon by the Conciliation Board July 9, 1903.

CARROLL D. WRIGHT.

Washington, D. C., April 8, 1904.

NEW YORK, Aug. 19th, 1904.

The following was unanimously adopted by the Board of Conciliation:

The present controversy between the two interests of the Conciliation Board over the check-weighmen situation is briefly as follows: The miners' representatives demand the installation of check-weighmen or docking bosses upon the petition of a majority of the miners at any colliery and the collection of his wages from all of the miners. In this contention, they claim to be sustained by Mr. Carroll D. Wright in his finding in the case of Grievance No. 106.

The operators' representatives agree to the installation of check-weighmen or docking bosses upon a majority petition of the miners, but claim that they can deduct for his wages only from such miners as consent thereto. In this position they claim to be sustained by the finding of the Board of Conciliation, dated July 9th, 1903, in the case of Grievance No. 4, their further contention being that Mr. Wright's opinion in Grievance No. 106 cannot apply, as the point involved in this dispute was not before him, nor is authority vested in the Umpire to reverse a decision of the Conciliation Board.

Upon the presentation of this question by the Scranton Coal Company, in their recent grievance, the operators' representatives proposed at the last meeting of the Board to refer it to the Umpire, but under the circumstances, the miners' representatives did not believe this to be proper and refused to entertain this proposition.

The question at issue, therefore, is whether the resolution of the Conciliation Board of July 9th, 1903, conflicts with Mr. Wright's findings in the case of Grievance No. 106, concerning this question, by the declaration of Mr. Wright in the case of Grievance No. 106, and in order to settle this question, and to avoid any further delay or friction, the operators' and miners' representatives now propose to refer the question at issue to Judge Gray.

If after a proper presentation of the facts to him he shall find that the resolution of the Conciliation Board of July 9th, 1903, is still effective, then, in order that the whole text of the Anthracite Coal Strike Commission's fifth award relating to check-weighmen and check-docking bosses shall receive a proper interpretation, the operators and miners agree that the said fifth award shall be submitted to Judge

Gray, and if his interpretation shall be at variance with that given it by the Board of Conciliation in its unanimously adopted resolution of July 9th, 1903, the operators and miners agree that the said resolution shall be formally withdrawn and that a new resolution of the Board of Conciliation will be adopted in conformity with Judge Gray's finding.

JUDGE GRAY'S DECISION.

Certain questions under the fifth award of the Anthracite Coal Strike Commission that have arisen before the Board of Conciliation established pursuant to me by the said Board for adjudication.

On September 7th, 1904, pursuant to previous notice, all the members of the said Board of Conciliation, namely, W. L. Connell, chairman; S. D. Warriner, R. C. Luther, T. D. Nicholls, secretary; W. H. Dettrey, and John Fahy, appeared before me in the Federal Building at Philadelphia, for the purpose of presenting the questions to be determined and submitting such arguments on either side as should seem convenient.

It appears that a controversy had arisen between those members of the Board appointed by the operators and those appointed by the miners as to the proper interpretation of the said fifth award. A written statement of the matters in controversy, and of the scope of the submission to me, concurred in by both sides, was presented and is as follows:

WILKES-BARRE, PA., August 12th, 1904.

The present controversy between the two interests of the Conciliation Board over the check-weighmen situation is briefly as follows:

The miners' representatives demand the installation of check-weighmen or check-docking bosses upon the petition of a majority of the miners at any colliery and the collection of his wages from all of the miners. In this contention they claim to be sustained by Mr. Carroll D. Wright in his finding in the case of Grievance No. 106.

The operators' representatives agree to the installation of check-weighmen or docking bosses upon a majority petition of the miners, but claim that they can deduct for his wages only from such miners as consent thereto. In this position they claim to be sustained by the finding of the Board of Conciliation, dated July 9th, 1903, in the case

of Grievance No. 4, their further contention being that Mr. Wright's opinion in Grievance No. 106 cannot apply, as the point involved in this dispute was not before him, nor is authority vested in the Umpire to reverse a decision of the Conciliation Board.

Upon the presentation of this question by the Scranton Coal Company, in their recent grievance, the operators' representatives proposed at the last meeting of the Board to refer it to an Umpire, but under the circumstances, the miners' representatives did not believe this to be proper, and refused to entertain this proposition.

The question at issue, therefore, is whether the resolution of the Conciliation Board of July 9th, 1903, conflicts with Mr. Wright's findings in the case of Grievance No. 106 concerning this question, and if the resolution still remains effective; or whether it was annulled by the declaration of Mr. Wright in the case of Grievance No. 106, and in order to settle this question and to avoid any further delay or friction, the operators' and miners' representatives now propose to refer the question at issue to Judge Gray.

If after a proper presentation of the facts to him he shall find that the resolution of the Conciliation Board of July 9th, 1903, is still effective, then, in order that the whole text of the Anthracite Strike Commission's fifth award relating to check-weighmen and check-docking bosses shall receive a proper interpretation the operators and miners agree that if the said fifth award be submitted to Judge Gray, and if his interpretation shall be at variance with that given it by the Board of Conciliation in its unanimously adopted resolution of July 9th, 1903, the operators and miners agree that the said resolution shall be formally withdrawn and that a new resolution of the Board of Conciliation will be adopted in conformity with Judge Gray's finding.

All the questions involved were fully presented and argued on both sides, it being expressly stated by both sides that it was the unanimous desire and intention of the Board of Conciliation to conform to such interpretation of the fifth award as should be given by me as their chosen adjudicator. Special attention is called to this statement, because this submission of the matters in controversy is not made to me as an umpire, under or in pursuance of the fourth award of said Commission, but is due to the voluntary and unanimous action of the Board of Conciliation, who chose this method of settling a troublesome and disturbing question, which, in the opinion of some of the members

of the said Board, did not admit of submission to an umpire, under the provisions of the said fourth award. My opinion is therefore sought, merely to aid and inform the judgment of the Board of Conciliation, and its authority will depend upon the honorable obligation resting upon the members of the said Board, by reason of the premises, to conform thereto.

A careful consideration of the said fifth award, both as to its text and to its spirit, and in its relation to the other awards made by the Strike Commission, and of the statement of the facts out of which the controversy has arisen, has brought my mind to certain conclusions upon the questions submitted, which I will endeavor to state as briefly as is consistent with clearness.

In considering the first of the questions presented, I find that on July 9th, 1903, the Board of Conciliation had before it a certain matter, designated in their record of minutes as "Grievance No. 4," founded upon a "difficulty or disagreement under the award" of the Commission, between the miners at certain collieries of Coxe Bros. & Co., and the managers or superintendents of such collieries, which was incapable of being otherwise adjusted, and therefore within its jurisdiction to adjudicate under the authority conferred by the fourth award of the said Commission.

As gathered from the statement contained in the exhibits filed, the grievance complained of was the refusal on the part of the owner or managers of the mines to appoint, upon the application of 141 out of 147 contract miners employed in said collieries, a check-docking boss, appointed by said miners, to be paid by their employers out of deductions made from the earnings of the miners, proportionately. This request was in writing, and signed by the miners, as aforesaid. Upon this refusal of the operators of said mines to appoint a check-docking boss, as requested, the matter was brought before the Conciliation Board by the petition of the said contract miners, requesting that the said Board "direct the said Coxe Bros. & Co., Incorporated, to permit our check-docking boss to assume the duty of his position at the aforesaid collieries, as provided by the award of the Anthracite Coal Strike Commission." As to this appeal, the records of the Conciliation Board show that the following action was taken:

"Pottsville, Pa., July 9, 1903.

"Whereas, There has arisen a question as to the proper interpretation of Section 5 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 employee."

I do not understand that I am called upon to express an opinion as to whether the Board of Conciliation in the case presented to it under Grievance No. 4 was authorized to do more than decide as they did, that Coxe Brothers & Company should accept the check-docking boss of the contract miners, or as to whether their further deliverance as to the collection of wages of the docking boss only from the miners requesting this appointment, and who should make a legal assignment of their earnings for that purpose, was beyond the scope of the matter submitted to it, because the question as to what the proper interpretation of the award in these respects may be, has been, by the express agreement above recited, submitted to me.

Assuming, therefore, the regularity of the action of the Board of Conciliation in this matter, the other branch of the first question must be passed upon, viz.: Whether Umpire Wright in rendering his decision in April, 1904, as to the matters involved in Grievance No. 106, was authorized by the scope of the question presented to him to make an authoritive interpretation of the said fifth award in the respects above recited. The pertinent language of the fourth award is as follows: "If, however, the said Board is unable to decide any question submitted, or point related thereto, that question or point shall be referred to an Umpire, to be appointed, etc. * * * * whose decision shall be final and binding in the premises." (The

italics are mine.) It is perfectly clear that in this award the Commission who made it intended, with good reason, that the decision of the Umpire so appointed should put an end to all further dispute concerning the matters embraced in such decision. It requires no argumentation to show that it is as clearly the interests of both miners and operators that there should be an end to controversies arising under the award, as it is in the interest of the Commonwealth that there should be an end to litigation. As in the larger governmental field of the Commonwealth, judicial tribunals of last resort have been constituted for the purpose of deciding controversies and putting an end to litigation, so there has been established by the Strike Commission a judicial tribunal, called the Board of Conciliation, who shall take up and consider any question referred to it as to the interpretation or application of the award, or in any way growing out of the relations of employer and employed, and in case of the inability of the said Board to decide any question submitted, the same shall be referred to an Umpire, appointed as therein provided, as a tribunal of last resort.

It is equally clear, however, that the final and binding character of his decision is confined to the matters necessarily involved in the question or point submitted to him by the Board of Conciliation. A deliverance outside of the scope of such question or point, while it may, under some circumstances, be with propriety made, as a persuasive and wise monition to the parties interested, such deliverance is not final and binding upon the parties in the controversy, in the sense in which those words are used in the said award. The logical necessity of this conclusion is illustrated by the rules governing analogous proceedings before our ordinary judicial tribunals. Ruinous confusion in the administration of justice would result were not this distinction between what was *coram judice* and *coram non judice* rigorously maintained.

Let us inquire, therefore, what was the actual question or point referred by the Board of Conciliation to the Umpire under Grievance No. 106, and then consider whether his decision, in April, 1904, was only commensurate with said question or point, or whether it overlapped the same by a deliverance on matters, the decision of which was not necessary to the determination of the question or point submitted. Referring to the stenographic notes of the hearing before the Umpire in the matter of Grievance No. 106, and to the printed decision

of the Umpire, filed as exhibits in the controversy before me, and referred to by both sides in their argument, I find that the contract miners of No. 6 Colliery of the Pennsylvania Coal Company, presumably a majority of said miners, submitted to Mr. W. A. May, general manager of the Pennsylvania Coal Company, on October 3rd, 1903, the following proposition:

"That there be collected from each miner agreeing to this proposition one-quarter of a cent per ton on all coal credited to him each month.

"That the total amount of collections be paid over to a committee selected by said miners, one of whom shall be a bonded treasurer; together with an itemized statement from the company, showing the number of tons mined, and the total amount deducted from each number in the colliery. Said committee shall sign and turn over to the company a receipt for all moneys so received.

"The committee shall present to the company credentials properly signed by the president and secretary of the meeting electing them before any money shall be paid over to them."

We now quote from the statement made by the Umpire in his opinion:

"On the 6th of October Mr. William W. Inglis, superintendent of the Pennsylvania Coal Company, declined to accept the award of the Commission, and on October 19th, 1903, Mr. May, general manager of the Pennsylvania Coal Company, stated that his company was willing to deduct from the earnings of the men the wages of the check-weighmen selected by the men, but was unwilling to collect one-quarter of a cent per ton per man, and that the method used by the company would pay the check-weighman just what the miners agreed he should be paid.

"The petitioners claim that they complied with the award of the Commission by submitting the above proposition, and that their argument in its favor is that when the work is regular the treasury will be built up for the check-weighmen's fund, which can be used in paying the check-weighmen's wages when the miners are working poor time, when they will not be able to pay as much towards the check-weighmen's wages as when they are working regularly; and that they ask that the Board of Conciliation find that they are entitled to have the

money for the payment of check-weighmen and check-docking bosses deducted as they may agree among themselves.

"The Conciliation Board, not being able to agree upon this matter, submitted the case to the Umpire."

The question was raised before the Board of Conciliation by the following resolution, introduced by one of the representatives of the miners on said Board:

"Whereas, The Anthracite Coal Strike Commission in its award provided for the appointment of check-weighmen and check-docking bosses should be fixed, collected and paid by the miners, in such manner as the said miners shall by a majority vote elect, and when requested by a majority of said miners the operators shall pay the wages fixed for check-weighmen and docking bosses out of deductions made proportionately from the earnings of said miners, on such basis as the majority of said miners shall determine.

"It is the opinion of the Board of Conciliation that where a majority of the miners so elect, they may by mutual agreement levy such assessment as they may elect, to create a fund for the purpose of paying the check-weighmen or check-docking boss; but when said majority of miners shall request the operators to make collections for this purpose then they shall fix said wages to be deducted proportionately to be paid by said operator.

"Therefore, be it resolved, By the Board of Conciliation, that the complaint of contract miners at No. 6 Colliery of the Pennsylvania Coal Company, Grievance No. 106, be not sustained."

The vote on this resolution resulted in a tie, and the same was therefore sent to the Umpire for decision, pursuant to the provisions of the fifth award. Upon the question as thus presented the Umpire made the following rulings:

"1. That where the check-weighmen or check-docking bosses, or both, are employed at the request of a majority of the contract miners of any colliery, and when the wages of said check-weighmen and check-docking bosses are fixed, collected and paid by the miners in such manner as they shall by a majority vote elect, if they so determine they may create a fund for the purpose of paying the check-weighmen or check-docking bosses, and that the determination or decision of a majority of the miners in any colliery shall apply to all miners in such colliery.

"2. That where the check-weighmen and check-docking bosses are paid by the operators, on a request of a majority of miners in any colliery, and on such basis as the majority of said miners shall determine, the operators shall deduct proportionately from the earnings of said miners an amount sufficient to pay the wages fixed for the check-weighmen and check-docking bosses, and such deduction shall be made from all the miners in the colliery, and that it is just for the operators to claim an assignment of the proportionate amount of earnings necessary for payment of the wages of the check-weighmen and check-docking bosses, as agreed upon by the Conciliation Board, July 9, 1903."

It seems to me that the question referred to the Umpire by the Board of Conciliation in this case, as set forth in the preamble and resolutions above recited was, whether under the award a majority of the miners could require the collection of such a proportionate sum from the earnings of the miners as would create a fund from which the wages of a check-docking boss could be paid; the said collections could be paid by the operator, not to the check-docking boss himself, but to a committee of the miners or treasurer thereof. The miners contended for an affirmative of this proposition, and the operators refusing to accede thereto, contended that under the fifth award, they were only authorized, upon a petition of the majority of miners, to collect and pay directly to the check-docking boss appointed the wages fixed upon, and make only such deductions proportionately from the earnings of the miners as would suffice for that purpose. That the question was so understood by the Umpire appears from the introductory portion of his opinion above quoted. It is true that after so stating the case, the Umpire used this language: "At the hearing before the Umpire, it appeared that a subsidiary question of some importance is involved. * * * That question is the assignment by the miners of the proportional amount of his wages or earnings necessary to pay the check-weighmen and check-docking bosses. Another question also arose as to whether the majority of the miners could bind all the miners to either of the methods provided in the award of the Coal Strike Commission. * * * The chief question, however, as it appears to the Umpire from the evidence, relates to the creation of a fund."

He speaks of the others as questions raised at the hearing. It seems clear to me that they were not raised at the case referred to by

the Board of Conciliation to the Umpire. The real question submitted he properly decided, by holding that the award of the Commission did not authorize a majority of the miners to request, nor the operators on their request to collect from the contract miners, whether from all or from those assenting thereto, such proportionate part of their earnings as would create a fund to be placed in the hands of a committee of the miners, out of which the wages of a check-weighman should be paid, but that the amounts collected thus proportionately should only be sufficient to pay such wages, and should be paid directly by the operator to the check-weighmen appointed. To hold thus, it was not necessary to decide when a majority of the miners made a request for a check-weighman and for his payment by the operators, whether the operators should pay the wages of the person so appointed out of deductions made proportionaely from the earnings of all the miners employed, or only from those who made legal assignment of their wages for that purpose. This, it is true, is an important question, but it is quite independent of the other. Its decision, one way or the other, is not necessary to the disposition made by the Umpire, of what he calls the chief question, and it was clearly not stated in terms in the resolution referred by the Conciliation Board to the Umpire, of what he calls the chief question, and it was clearly not stated in terms in the resolution referred to the Umpire by the Conciliation Board.

I do not wish to be understood here as deciding that it is not competent, by agreement of both sides of the evenly divided Conciliation Board to raise and submit to the Umpire at a hearing a question submitted or point related thereto, which it was unable to decide, in addition to the question already referred to said Umpire. But I do mean to say that such an additional question raised at the hearing must be one that has been regularly submitted to the Board of Conciliation, or a point related to such question. Such submission of a question or a point at a hearing would be a reference, though an informal one, prescribed in the fourth award. In the present case, however, the evidence shows that the question now in controversy was raised in the hearing before the Umpire by Mr. Nicholls, one of the miner representatives of the Board. Although there was a more or less informal discussion of the question before the Umpire, participated in by both sides of the Conciliation Board, there was no distinct agreement by

both sides that it should be referred to the Umpire for decision, and indeed the stenographic notes of the hearing show that Mr. Warriner, on behalf of the operators' side of the Board, emphatically protested against the raising of the question. The controlling consideration, however, is that the question had not been submitted to the Board of Conciliation and therefore could not be referred by it, formally or informally, to the Umpire. Nor could it be considered as a point related to the question properly before the Board of Conciliation, or as underlying and distinctly necessary to the point or question actually submitted to the Board and referred to the Umpire. I have no difficulty in concluding that the deliverance made by the Umpire on the question was outside the scope of the matter submitted to him.

I take the liberty at this point to suggest to the members of the Board of Conciliation the importance of carefully reducing to writing the precise question or questions referred to them, which they are unable to decide, and therefore refer to the Umpire under the provisions of the fourth award. Had this been done in the present case it would have relieved us from some of the difficulties of the situation.

In the view I have here taken, it is not necessary to pass definitely upon the contention made by the members of the Board representing the operators that it was not competent for the Umpire to make a decision or award in contravention of one previously made by the Board of Conciliation. I will venture, however, to express the opinion that if the Board had expressly referred a question to the Umpire that involved a matter already decided by the Board, the findings of the Umpire upon the question referred to him would be final and binding within the meaning of those words as used in the fifth award of the Commission.

Great respect should be paid former decisions of the Board and of the Umpire, and a departure from views already promulgated in former cases should not be taken in subsequent cases without careful consideration and upon the clearest demonstration of error in the former view. But it is certainly competent for the Board to reverse itself, either by a reconsideration within a reasonable time of the decision already made, or by taking a different view on a question before it from one already promulgated on a similar question in a former and different case. Here again by so doing they would be conforming their practice to that of courts of justice, which, however

loath to disturb a decision once made, are not constrained by a former decision to conform in a subsequent case to what they consider an erroneous decision. But this has nothing to do with the question of jurisdiction. It is clearly not within the competence of an Umpire under the fifth award to deal with any question not properly submitted to him, or not necessary to the decision of the question that is submitted.

I proceed now to the interpretation of the fifth award, as requested by the Board of Conciliation. I would be more reluctant to differ from the interpretation given to that award by the resolution unanimously adopted by the Board on the 9th of July, 1903, if the precise point now in controversy, to wit: whether the proportionate deduction from the earnings of contract miners necessary to pay the wages of check-docking boss should only be made from the earnings of those miners who make a legal assignment thereof, had been properly presented to the Board and fully discussed and considered. Such, however, I do not conceive to have been the case, and I therefore feel free to discuss the fifth award, unembarrassed by the action of the Board of Conciliation in the premises.

A careful reading of the remarks of the Commission, which preceded the fifth award (see pages 68 and 69 of the Anthracite Coal Strike Commission's Report), I think will show the importance attached by the Commission to the employment of check-weighmen and check-docking bosses and will assist in discovering the true object sought to be obtained by the award, and what was the method devised for that purpose. I shall, therefore, quote at length this whole section of the Report, which closes the fifth award:

"The employment of check-weighmen and check-docking bosses would, to a great extent, relieve the difficulties attached to the payment for coal on the basis of a 2,240-pound ton instead of by the car, as desired under the third demand. The chief difficulty of the payment for coal by the car lies in the fact that by such method the opportunity exists for unfairness on the part of the operators. It is this opportunity which creates irritation and suspicion and it has been the subject of complaint on the part of miners for a long time. The Commission has striven most assiduously to discover some means by which the opportunity for mistakes or injustice can be removed and thus allay irritation and suspicion, but, as stated, when discussing the third

demand of the miners, it has felt obliged to leave the method of payment as they now exist. It does indulge the hope, however, that efforts will be made to secure some improved method of payment by mutual agreement.

The Commission also feels that the employment of check-weighmen and check-docking bosses will remove, to a large degree, the suspicions of the miners. This suggestion is fortified by much testimony, and by such statistics as are available relative to the percentage of dockage, where coal is paid for by the car, prior to the employment of check-docking bosses, and thereafter. The statistics of the experience of three companies which now employ check-docking bosses show the following results:

"Previous to the employment of such check-docking bosses the percentage of dockage in the Scranton Coal Company was for one colliery 3.11 (of the carloads of coal sent out by the miners); in another colliery 4.41, and in another 6.46. Subsequent to the employment of such bosses the percentage of dockage fell to 1.77, 2.39 and 3.13, respectively. In four collieries of the Temple Iron Company the percentage previous to the employment of check-docking bosses was, in one colliery, 4.94; in another 7.10; in another 4.62, and in the fourth 4.03, as against 2.34, 4.43, 2.08, and 1.29, respectively, after the employment of such bosses. Under the Dolph Coal Company the dockage was 4.95 per cent. previous to the employment of a check-docking boss, and 3.78 per cent. subsequent thereto. These figures show conclusively the satisfactory results to be gained by the employment of check-docking bosses. Such employment has materially reduced the amount of dockage charged to the miner for impurities in the coal they send out.

"In relation to check-weighmen, who are employed where coal is paid for by the weight, it is found that there has been some increase in the amount of coal credited to the miners, as against the amount so accredited before the employment of check-weighmen. The testimony now shows that where check-weighmen are employed the miners are credited with a larger amount of coal for which payment is made than prior to their employment. It may be that the employment of check-weighmen and check-docking bosses by the miners influenced them to greater effort to free the coal from impurities.

"Of course it should be understood that, wherever coal is paid for by weight, the company has a weighmaster, who certifies the amount of coal to be paid for, and where coal is paid for by the carload, a docking boss, who certifies the amount to be paid for. The check-weighmen and check-docking bosses are inspectors, employed by the miners themselves, to watch the weighing and docking of coal in their interest.

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

It is not supposable that the Commission, after thus dwelling on the beneficial influence to result from the employment of check-weighmen and check-docking bosses, would have provided by their award so unsatisfactory, unequal and insufficient a method of bringing about such employment as that those only who requested and made legal assignment of their earnings for that purpose, provided they constituted a bare majority of the contract miners at a given colliery, should be called upon by the operators to share in the payment of the wages of the one so employed. If 51 out of 100 miners made the legal assignment, the docking boss appointed by them would of necessity serve all the miners employed, and the 49 miners who refused to assign would share in the benefit which the Commission has so earnestly insisted would result from doing away with the one-sided method which had for so long produced discontent and complaint among the miners, whose tail of work had been determined and settled by those who were to pay for the same. Not only would such a situation be unequal and unfair to the majority miners, but would neutralize the moral effect sought to be attained by the Commission, in allaying the discontent, suspicion and bad feeling recognized as the result of the one-sided method of keeping the contract miner's account,

by engendering bitterness of feeling and unfriendly relations among the miners themselves. At the hearing before the Commission there was testimony tending to show that this one-sided arrangement was considered undesirable by some, if not by many, of the operators themselves, not because it was believed that there was any intentional unfairness practiced by the operators, but because it was not in human nature that a contract miner, working in his distant chamber underground, should be entirely content that the result of his work and toil should be assessed and valued by those who were to pay for that work, without opportunity to be present himself or to be represented by one in his interest.

It would seem that the Commission had clearly in mind the thought that by this award they would not only require the recognition of a check-weighman or check-docking boss, appointed by the contract miners, but when so requested by a majority of said miners at any colliery, they would impose upon the operators the duty of co-operation in the establishment and maintenance of a system, by which such agents of the miner could not only be appointed, but be conveniently and regularly paid by the operators themselves out of deductions made proportionately from the earnings of all such miners. Manifestly without such co-operation the appointment and payment by the miners themselves of such an agent could not be accomplished without great trouble, inconvenience and uncertainty, and inequality in the contributions of the miners would be a necessary result of such an attempt.

The Commission saw no injustice to the operators in establishing the system thus outlined. The miners were to bear the expense and the co-operation of the operators, which their situation and organization rendered easy, was only required for the purpose of regular and convenient collection and payment. Such a system would, in effect, be the establishment of a rule to govern mining operations at a colliery,—a rule which I think has commended itself, for its reasonableness and its efficiency in promoting contentment and good will among employers and employed; a regulation of mining which, when adopted, would stand on a footing with other unwritten rules and customs in accordance with which mining operations are conducted. Subject to such rules and regulations, when existing and established, all mining contracts would be undertaken by the miners, and it seems to me no question as to their meaning and effect is possible to be made. The

Commission had before it, during the long period of its hearings, much testimony tending to show that there was no practical difficulty in operators making such conditions of employment as would authorize small deductions from monthly wages for the purpose of co-operating with miners in procuring for themselves the advantages of skillful professional and mechanical services at small cost. The Commission, in their discussions, perceived no difficulty, and I perceive none, in the way of the operators wherever the majority of the contract miners at a colliery request, making it a condition of the employment of such miners, that a sufficient proportionate deduction should be made from their earnings at stated periods, with which to pay the wages of such check-weighmen or check-docking bosses. No technical assignment is requisite for such purpose. The contracts with contract miners are, in most cases, verbal, and such miners enter upon their employment with the understanding, tacit or expressed, that it is subject to well known customs and rules of the colliery. These customs and rules, whether relating to the mere discipline of the mine, or to the quantity of work or of compensation, method of payment, hours of work, or items of deduction, enter into the contract of employment, and are of binding contractural obligation. The very system of docking that the operators have established for their own benefit and protection is imposed on the contract miner as a tacit condition of his employment, which he accepts by entering on, or continuing in, the employment.

The mining rule as to docking affects seriously the amount of the earnings which are payable to the miner every two weeks under his contract. The deductions from the earnings claimed by the miner are made by the operator; that is by the docking boss employed by him, without opportunity for consultation with or protest from the miner himself. The rule, however, by which this is done is a condition of the employment. Surely no contract miner can complain if it is also a condition of his contract that a small proportionate reduction shall be made from his earnings by the operator, when so requested by a majority of his co-contractors, for the purpose of employing an agent to represent his interests at the time and place where the quantity of coal in the cars he has sent up from the mine is determined. A deduction is made in either case, and the right to make it in either case enters into the contract of the miner when he accepts his contract with the knowledge of the rule. In other words, the right to make the

deduction is part of the contract between the operators and the contract miner.

In the case we have in hand it would be quite sufficient to simply post a notice at the mouth of the mine, or in the office where the wages and earnings are paid, that such deduction will be made. Thereafter those who enter on, or continue in, the employment do so with the understanding that this is a stipulation inhering in their contract. I am quite sure that this was what the Commission had in mind in making this part of their report and the award with which they conclude it. If the award, as framed, does not properly express this thought and purpose, the anxious labor and careful deliberation of the Commission in this regard have been in vain, and we must submit to the consequence of having so intended and not spoken. Voluit sed non dixit would be the legal phase applicable to the situation.

Let us see whether this is so, and whether the language used by the Commission in framing this award is inconsistent with what is above construed to have been their thought and purpose. We again quote the fifth award:

"The Commission considers the employment of check-weighmen and check-docking bosses an important matter and, therefore, adjudges and awards: That whenever requested by a majority of the contract miners of any colliery, check-weighmen or check-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 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 basis as the majority of said miners shall determine."

(For my present purpose I have italicized certain words.)

It will be observed that there is a clear distinction manifested by the language of this award, between the provision that a majority shall request that check-weighmen and check-docking bosses may be employed, and the provision that the miners shall pay the one so employed. Manifestly this latter provision refers to the whole body of miners at the colliery, in contradistinction to the majority of such, whose request makes the employment of a check-weighman obligatory. This distinction, between the body of the miners who are to pay and

the "majority" who are to elect the manner of payment, is carefully preserved throughout the award. It seems to me no language could be more apt for the purpose of the Commission, as I interpret it. A collective body can only act, will and request through its majority, but such majority may impose obligations upon the whole number of which it is a majority. The award of the Commission has treated the miners at a colliery collectively, and it has provided the attitude and obligations of this collective body, in the matter of check-weighmen, shall be determined by a majority of the same. In my opinion, the language of the award admits of no other interpretation. It seems to me to be the sensible and obvious meaning of the language employed, and consistent with the thought and purpose of the Commission, as discovered in their report.

In other words, and shortly to repeat myself, the clearly expressed object of the Commission in this award was, that upon a proper request, as specified in the award, the operators should co-operate with the majority of the miners so requesting, in making the appointment of check-weighmen and check-docking bosses, and their payment from proportionate deductions from the earnings of the miners, a custom or rule of administration of the colliery concerned. I think I have shown that the obligation of due observance of such a rule would inhere in every contract of employment after its establishment. No one can doubt, at least I cannot, that it is entirely within the competence of the operators at any given colliery, by their own initiative and for their own purpose, to establish and enforce such a rule. The postion and mutual relations of operators and miners would be precisely the same when such a rule is adopted and enforced in obedience to the obligations imposed by the award of the Commission.

Without attaching to it too much weight, it is still worthy of consideration, that the minority miners in these cases are as much bound to the award as the majority miners. If the miners had been parties to the submission to the Commission, individually and by name, there could be no doubt as to the contractual obligation upon all of them to conform to the requirements of this fifth award. As it is, however, there can be no doubt as to the moral obligation resting upon all who were employed prior to the late suspension of mining in May, 1902, and the miners who object to the assessment made for the payment of check-weighmen and check-docking bosses, appointed pursuant to

the award of the Commission, are endeavoring to repudiate the moral obligation imposed upon them by such award. No such weakening of its obligations imposed by the Commission's award should be countenanced by other operators or miners.

I have examined the statutes, to which reference has been made, to wit: the Act of May 20th, 1891, and the Act of June 24th, 1901, and do not think that the interpretation that I have given to the fifth award at all conflicts with the requirements of the same. The courts of Pennsylvania, however, are the proper and only competent tribunals for the settlement of this question. My adjudication, therefore, in the premises is that the fifth award of the Anthracite Coal Strike Commission requires:

(1) That check-weighmen and check-docking bosses shall be employed at any of the collieries whenever requested by a majority of the contract miners of said colliery;

(2) That the wages of said check-weighmen and check-docking bosses shall be fixed, collected and paid by the miners (meaning all the miners of said colliery), but in such manner as said miners shall by a majority vote elect;

(3) That when proper requests, as provided in said award, have been made by a majority of the miners at any colliery, it is the duty of the management of said colliery, under the award, to co-operate with the miners of said colliery in the establishment of check-weighmen and check-docking bosses, and to pay the wages of the same out of proportionate deductions from the earnings of all the contract miners of said colliery who are employed or continue in employment after due notice of employment of check-weighmen and check-docking bosses under the provisions of said award.

(4) That no assignment of earnings for that purpose is necessary to the due performance of the requirements of this award.

Respectfully submitted,

September 24, 1904. GEO. GRAY.

To Messrs. W. L. CONNELL, Chairman,
S. D. WARRINER,
R. C. LUTHER,
T. D. NICHOLLS, Secretary,
W. H. DETTREY,
JOHN FAHY,
Members of Anthracite Board of Conciliation.

GRIEVANCE NO. 107.

John Middleton vs. Hillside Coal & Iron Company.

To the Board of Conciliation:

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

I was working for the Hillside Coal & Iron Company as an engineer at Forest City, and when I went back they told me that they had no work for me. I asked them what was the reason, and they told me that they had a man in my place. Then I went to Peterson, and he told me he would not give me my place back.

I had worked for that company twenty-one years, and run an engine for twelve years.

I started to work as a breaker boy, and I think that if any of the blacklisted men get their work back,I ought to be one of them, for I did not say anything to anyone who worked during the strike.

Yours truly,

JOHN MIDDLETON.

John Middleton, Priceburg, Pa.

PENNSYLVANIA COAL COMPANY.
HILLSIDE COAL & IRON COMPANY.
N. Y., SUSQUEHANNA & WESTERN COAL CO.

Office of General Manager.

SCRANTON, PA., November 12, 1903.

MR. T. D. NICHOLLS,
Secretary Board of Conciliation,
Scranton, Pa.

Dear Sir: Your note of the 4th inst., transmitting a copy of Grievance No. 107, same being an alleged complaint of John Middleton, formerly locomotive engineer of the Hillside Coal & Iron Company at Forest City, received.

I would respectfully make the following reply:

Mr. Middleton was a locomotive engineer in the employ of the company at Forest City before the strike of last year. Needing an engineer during the strike, a man who formerly worked as one of the

machinists was employed. Desiring the position after the strike, he asked for it, and the superintendent, Mr. Peterson, promised it to him, providing he was satisfactory. Proving satisfactory, he was retained and Mr. Middleton's position was filled. Mr. Middleton was then told that there were no objections to his working at some other employment around the collieries if he would apply to the general foreman in charge. The application was not made so far as we know. He, however, we understand, went into business as a butcher with another man and subsequently sold out.

Having voluntarily left the service of the company and going into business, I do not see how Mr. Middleton has any claim upon the company whatever.

Yours respectfully,

W. A. MAY, General Manager.

ACTION.

WILKES-BARRE, PA., Dec. 8, 1903.

In re Grievance No. 107, John Middleton vs. Hillside Coal & Iron Company.

Resolved, By the Board of Conciliation, that the grievance be not sustained.

GRIEVANCE NO. 108.

Certain Employees vs. Silver Brook Coal Co.

SILVER BROOK, PA., October 28th, 1903.

To the Board of Conciliation:

The undersigned employees of the Silver Brook Coal Company respectfully represent:

First: That the employees of the Silver Brook Coal Company residing in houses belonging to the said company entered into an agreement with said company to pay each month the sum of $2.25 for coal, this irrespective of whether the employee received any coal or did not receive any coal during the month.

Second: That in violation of this agreement with their employees the said Silver Brook Coal Company did in June, 1903, raise the price

of coal to $3.25 per month; that your petitioners protested against said increase, but could secure no redress.

Therefore we request your honorable Board to direct the said Silver Brook Coal Company to comply with the terms of the agreement entered into with their employees residing in the company houses and deduct from their wages no more than $2.25 per month for coal in compliance with the terms of the above referred to agreement.

Respectfully submitted,

(Signed) N. J. FERRY.
J. C. GALLAGHER.

ACTION.

The Board of Conciliation disagreed upon this grievance, and at a meeting held in Pottsville on , 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. 108:

DECISION OF THE UMPIRE.

The statement of the grievance in this case is as follows:

SILVER BROOK, PA., October 28, 1903.

To the Board of Conciliation:

The undersigned employees of the Silver Brook Coal Company respectfully represent:

First: That the employees of the Silver Brook Coal Company residing in houses belonging to the said company entered into an agreement with said company to pay each month the sum of $2.25 for coal, this irrespective of whether employees received coal or did not receive any coal during the month.

Second: That in violation of this agreement with their employees the said Silver Brook Coal Company did in June, 1903, raise the price of coal to $3.25 per month; that your petitioners protested against said increase, but could secure no redress.

Therefore we request your honorable Board to direct the said Silver Brook Coal Company to comply with the terms of the agreement entered into with their employees residing in the company houses and deduct from their wages no more than $2.25 per month for coal in compliance with the terms of the above referred to agreement.

Respectfully submitted,

(Signed) N. J. FERRY.
J. C. GALLAGHER.

The testimony shows that some time previous to the year 1900 a practice had been established by the Silver Brook Coal Co., as stated in the grievance of keeping employees occupying company houses supplied with coal for a monthly payment of $2.25, irrespective of the amount of coal supplied each month.

In the year 1900 it was proposed from some source to discontinue the existing practice, and thereafter to charge each occupant of a company house for only so much coal as was delivered to him each month. The question was submitted to a vote, and the employees with practical unanimity voted to continue the custom of a fixed monthly payment, irrespective of the amount of coal delivered to them during the month.

In June, 1903, the company changed the practice to the extent of charging $3.25 per month instead of $2.25 per month for keeping the employees occupying company houses supplied with coal. The employees protested against this change in the amount paid monthly for coal, and in October, 1903, filed a grievance with the Board of Conciliation, contending that this change from $2.25 to $3.25 was a violation of an existing agreement, and requesting that the company be directed to restore the former rate of $2.25 per month.

The ground taken by the complainants is that the vote taken by the men in the year 1900 and the continuance of the former practice by the company, as a result of this vote, constitued, in effect, a formal agreement entered into between the company and the men by which the company agreed to the maintenance of the custom of supplying coal by the month at $2.25 per month.

In considering this grievance, it is to be noted, first, that the award of the Anthracite Strike Commission does not enter into the consideration of the case. The price at which the company shall sell coal, either to its own employees or the outside public, was not a matter

before the Commission, and no provision in its awards assumes to fix the selling price of coal. This case, therefore, comes before the Conciliation Board under that portion of the fourth award of the Commission, providing that the Board shall take up and consider any question referred to it "in any way growing out of the relations of the employers and employed."

The statement of the grievance does not allege that there has been a violation of the award of the Commission, but rests upon the claim that independent of the award of the Commission there was an agreement between the company and its employees to furnish them with their coal for $2.25 a month.

The questions, therefore, before the Umpire are: First, was there anything in the nature of a formal agreement entered into between the company and its employees in 1900 to continue the practice of supplying them with coal at the rate of $2.25 per month; and, second, if there was such an agreement, what was the period agreed upon during which this practice was to continue?

The question as to whether an agreement really existed between the company and the men need not, however, be considered. Even if it were conceded that the action in 1900 amounted to a formal agreement to continue supplying coal at the rate of $2.25 per month, there has been no testimony whatever adduced to indicate that there was any fixed period during which such agreement was to continue.

The alleged agreement, therefore, at best would have been for an indefinite time; and, in the absence of any provision to the contrary, such an agreement could not without previous notice be terminated by either side at its pleasure.

The Silver Brook Coal Company was, therefore, entirely within its rights in changing the price at which it sold its coal to employees in June, 1903. This increase in price cannot be construed as a violation of the agreement alleged to be in existence at that time. It may be called a modification of such agreement, or even a termination of it; but in the absence of any provisions, or any understanding as to the period during which the agreement was to run, or the procedure necessary to its termination, it can not be considered a violation of the agreement.

The grievance, therefore, cannot be sustained.

March 23rd, 1907. CHAS. P. NEILL.

GRIEVANCE NO. 109.

DUNMORE, PA., November, 16th.

Mike Demarko vs. Pennsylvania Coal Company.

To the Board of Conciliation:

Gentlemen: We have been instructed by our local, at the request of Mike Demarko, to present his complaint to the Board of Conciliation. The complaint is as follows:

He claims that the company is using discrimination against him because he has been a little active in the local union. He was discharged without cause from the position of miner and was not given even a day's notice. He secured employment at another colliery belonging to the company and only worked two days when he was again discharged. The men claim that they can prove that the company has hired other men to mine, since they claim the reason for stopping Mr. Demarko was that his place was stopped and there was no new places to give him at that time. And again they claim their reason for discharging him at the other collieries when he secured work as a miner was that he failed to file his miner certificate with the mine foreman, as he should have done, at No. 1 Colliery. Now they knew that this man had a certificate, as he had been mining for them for years, and they knew the foreman at No. 2 Colliery had his certificate on file, as it is a rule of the company that when you apply for mining and get it that the company keeps your certificate on file until you quit or are discharged by them. And again the coal from No. 1 and No. 2 shafts go through the same breaker, so you would think that it would not make much difference and the certificate properly registered in the district in which he works.

Respectfully submitted,

SAMUEL HADDEN, Secretary
SAMUEL HADDEN,
MIKE MCDONNELL,
JOSEPH STEWART.

JOHN RUANE, President
JOHN RUANE,
MIKE DEMARKO,
Local 1670

PENNSYLVANIA COAL CO.
HILLSIDE COAL & IRON CO.
N. Y., SUSQUEHANNA & WESTERN COAL CO.

Office of the General Manager.

SCRANTON, PA., October 21, 1903.

MR. JOSEPH STEWART,
301 Apple Street, Dunmore, Pa.

Dear Sir: The communication of the 13th inst. of the Grievance Committee of No. 1 and No. 2 collieries, in which they speak of the treatment of Mr. Mike Demarko, and the running of the road on one side of the chamber, is received.

As I understand it there was no intention to deprive Mr. Demarko of work. The chamber he was running was to be stopped, and, as there was no new place to give him at the time, he was compelled to be idle. Afterwards he worked in No. 1 Shaft in another working place as a miner without having filed his certificate with the mine foreman as he should have done. This again compelled those in charge to stop his work.

The running of the road up the side of the chamber is done to get all the coal we can, both at first mining and drawing back the pillars. The chambers are now to be five feet narrower, so as to better accomplish this object.

This being done the cost will not be so much more, but, admitting that it is, it is of vital interest to every miner holding property here, as much as it is to the interest of the company, to get out all the coal we can from every acre of the company's property. To do this the company is going to much more expense, and it seems to me that if the men are interested in the prosperity of the company, as I think they are, they can afford to do this little additional work in order to make it possible to win more coal, thus giving them and their children more work in the future. The amount of money earned at the present time will be just as large as if the road were in the centre of the place, and the additional labor involved, if any, will rather be to the advantage of the men than to their disadvantage. The advances in pay already made I think fully cover any amount the company can reasonably be expected to pay for this work.

Yours very truly,

W. A. MAY, General Manager.

ACTION.

WILKES-BARRE, PA., August 12, 1904.

Resolved, That inasmuch as superintendents May and Jennings stated that Mike Demarko would receive a chamber in preference to any new men, that the grievance be withdrawn.

GRIEVANCE NO. 110.

Contract Miners vs. Pennsylvania Coal Company.

DUNMORE, PA., November 16th, 1903.

To the Board of Conciliation:

Gentlemen: We have been instructed by Local Union No. 1670, U. M. W. of A., to notify you of two grievances which exist at Nos. 1 and 2 collieries, Pennsylvania Coal Co., at Dunmore, Pa. The men request you to take those grievances up and bring them before the Board of Conciliation for them, as they would like to have a hearing upon them before your honorable body.

That for years it has been the custom at said collieries for men working in chambers to lay the road in centre of the chamber so that the work would not be so hard for them in handling their rock, as they could put their rock on either side of the road.

And it also made it easier for the laborer in loading his coal when the road was in the centre of the chamber, as he did not have to pitch so much coal.

But now the company has changed the system within the past eight weeks. The men must now run their road along one side of the chamber and they must put all the rock on one side of the chamber, and by so doing the men are required to handle it from two to three times more than when the road was in the centre of the chamber, as heretofore. And also they have to handle the coal much more in getting it to the car. On account of the road being to one side of the chamber, the men claim they are being unjustly dealt with by the company, as they have to work a third more in getting out the car of coal than they had to when the road was in the centre of the place.

All this extra work they have to perform without any increase in wages. We ask that the company be directed to return to the old system.

Respectfully submitted,

SAMUEL HADDEN, Secretary.
SAMUEL HADDEN,
MIKE MCDONNELL,

JOHN RUANE, President.
JOHN RUANE,
JOSEPH STEWART,
Local Union 1670.

PENNSYLVANIA COAL CO.
HILLSIDE COAL & IRON CO.
N. Y., SUSQUEHANNA & WESTERN COAL CO.

Office of the General Manager.

SCRANTON, PA., Jan. 13, 1904.

MR. T. D. NICHOLLS,
Secretary Board of Conciliation,
Scranton, Pa.

Dear Sir: In compliance with your request of December 12th, enclosing Grievance No. 110, complaint of contract miners that the system of changing roads from the centre to one side of the chambers entails additional work without extra compensation, I respectfully make the following reply:

First: The orders to change the chamber roads from the centre to the side were issued December 9, 1902, or previous to the award of the Commission, which took effect April 1st, 1903.

Second: By a subsequent order the width of the chambers was changed from thirty to twenty-five feet, placing the road three feet from the nearest rib, which is the least distance. The average cast of the coal by the miner is only one foot more. taking into consideration that the chamber has been narrowed up.

Third: To offset the disadvantage, if any, of this one foot the miner gets more yardage per ton of coal won, as he is paid on the rib, as well as by the ton; he has a less number of props to set, and has only one wall to build under the new system, where two had to be put under the old when there was much rock to be gobbed.

Fourth: If anything, the labor under the new system is less and the reimbursement greater than under the old system.

Yours respectfully,

W. A. MAY, General Manager.

DECISION OF THE UMPIRE.

In re complaint of contract miners of Nos. 1 and 2 collieries of the Pennsylvania Coal Company, Dunmore, Pa., that the system of changing roads from the centre to one side of chamber entails additional work without extra compensation.

The grievance in this case is that for years it has been the custom at the collieries named for men working in chambers to lay the road in the centre of the chamber, so that the work would not be so hard for them in handling their rock, as they could put their rock on either side of the road; that this plan made it easier for the laborer in loading his coal, as he did not have to pitch so much of it. The petitioners state that the company has changed the system within the past eight weeks (the petition being dated November, 16, 1903): that now the men must run their road along one side of the chamber and put all the rock on one side, and that by so doing the men are required to handle it from two to three times more than when the road was in the center of the chamber. The men claim that they are being unjustly dealt with by the company; that they work a third more in getting out a car of coal than they had to when the road was in the center of the place, and they claim they have to perform the extra work without any increase in wages, and so they pray the Conciliation Board to direct the company to return to the old system.

The Pennsylvania Coal Company, by its general manager, makes answer that the orders to change the chamber road from the centre to the side were issued December 9th, 1902, or previous to the award of the Anthracite Coal Strike Commission, which took effect April 1, 1903; that by a subsequent order the width of the chambers was changed from 30 to 25 feet, placing the road three feet from the nearest rib, which is the least distance, and that the average cast of the coal by the miner is only one foot more, taking into consideration that the chamber has been carried up. The company further avers that to offset the disadvantage, if any, of this one foot, the miner gets more

yardage per ton of coal won, as he is paid on the rib as well as by the ton; that he has a less number of props to set, and has only one wall to build under the new system, where two had to be put up under the old when there was much rock to be gobbed. The company also avers that, if anything, the labor under the new system is less, and reimbursement greater than under the old.

This case was referred to the Umpire, the Conciliation Board being unable to agree upon it.

The prayer of the petitioners is that the company be directed to return to a method of mining coal that existed prior to the award of the Anthracite Coal Strike Commission. There is no claim made by the petitioners for an increased compensation on account of increased labor in securing their ordinary output of coal.

This case, therefore, differs from Grievance 91, which was for an increase in price proportionate to the amount of extra work placed upon the miners through a new system of working chambers, similar to that now in vogue by the Pennsylvania Coal Company at collieries 1 and 2, Dunmore, Pa.

The Anthracite Coal Strike Commission, in all its deliberations and throughout its hearings, declined to take into consideration the physical conditions in the different collieries. It would be impossible for any commission to consider such matters as that now before the Umpire—that is, no body of men could take up and justly pass upon the varied and interminable physical differences in the anthracite coal regions whereby a greater or less amount of bodily fatigue, or a more or less intense muscular exertion, was required to produce certain given results. New conditions are constantly arising in the coal mining industry. To undertake to adjust compensation relative to these conditions would be an impossibility. It would involve the temperament, physical capacity, ambition, and other elements of each individual worker in the whole body of employees. One man can accomplish a piece of work in a given time with comparative ease. Another man, in attempting to do the same work in the same time, would labor so much harder than his neighbor that he might insist that he was entitled to a greater compensation. There is no method by which such matters can be adjusted. The Anthracite Coal Strike Commission being told by the operators and by miners that the conditions were

ever varying, never constant, concluded that there was no way by which uniformity of conditions could be secured.

The only way in which such matters as that involved in Grievance No. 110 can be adjusted is by agreement between employer and employee. They can not, and are not, in the very nature of things, the subject of an award, because physical endurance, individual capacity, cannot be measured, and as the Anthracite Coal Strike Commission made no award relative to such conditions, I am obliged to decide that Grievance No. 110 is not sustained.

CARROLL D. WRIGHT.

Washington, D. C., September 13, 1904.

GRIEVANCE NO. 111.

Certain Employees vs. North End Coal Company.

SCRANTON, PA., September 27, 1903.

To the Members of the Conciliation Board:

Gentlemen: We, the undersigned, present to you for your consideration the following grievances which exist at the Clark Tunnel Mine, operated by the North End Coal Company:

Grievance 1st. Previous to the strike of 1902 we were paid 82 cents for a car water level; size of car, 9 ft. long, 4 ft. wide, 2 ft. in depth, total 72 cubic feet. Since the strike we put six inches of topping on the car, which means an addition of 18 cubic feet, making the present car of coal 90 cu. ft. For the additional 18 ft. we should receive one-quarter of 82 cents, or 20½ cents; this added to 82 cents makes the price of present car $1.025; 10 per cent. added to this would make the price of present car $1.1275. Previous to the strike of 1902 the price paid for a car of coal in all veins in Clark Tunnel Mine was the same. At the present time we are paid $1.12 per car instead of $1.1275 in all veins, except the Diamond vein.

From the above it will be seen that the present price of $1.12 per car is one-quarter cent per car below the proper price.

Grievance 2nd. As stated in grievance 1st, the price per car before the strike in all veins was the same. The same continued to be paid up to July 11th, which was pay day for the last half of June. On

that day, July 11th, for the first time they paid $1.00 per car loaded in the Diamond vein, which is a reduction of 12 cents below the other veins and 12¾ below the price per car that should be paid per car in all veins.

Respectfully submitted,

JOHN COSTELLO.
JERRY WELTON.
M. J. TOLNR.
MICHAEL O'BOYLE.
PATRICK MORAN.
MICHAEL MCHUGH.
PATRICK J. O'MALLEY.
ANDREW MCCORMACK.

NORTH END COAL COMPANY.

Manager's Office.

SCRANTON, PA., Nov. 19, 1903.

MR. JERRY L. WELTON,
Secretary, 1926 Brick Avenue,
Scranton, Pa.

Dear Sir: Enclosed herewith please find typewritten copy to grievances and my reply to the committee whose names are thereon.

Respectfully yours,

EDWARD RODERICK, Superintendent.

NORTH END COAL COMPANY.

Manager's Office.

SCRANTON, PA., Nov. 19, 1903.

To Mr. Jerry L. Welton and the other gentlemen of the committee of eight:

All employees of the North End Coal Company who waited on me yesterday to discuss and try to settle the grievances duly presented to me in typewritten form by a committee of two, consisting of Mr. Michael O'Boyle and Daniel Evans, a few days previous, would say

as to grievance 1st, requesting $1.1275 per car instead of $1.12, is granted, and $1.1275 per car will be paid in all veins except the Diamond vein, beginning Nov. 16, 1903.

As to grievance 2nd, you recall the discussion without going into details here.

My proposition, however, is the following: That one dollar and six ($1.06) be paid per car of 90 cu. ft., in which is included six inches of square topping at the breaker. This price is arrived at in the following manner: The price of car of 84 cubic feet (which, of course, includes the customary six inches of topping) in Diamond vein at Cayuga Shaft, which, as you know, adjoins the North End Coal Tunnel, is .9845 or 1107 cents per cubic foot.

At this same rate per foot the price of one car would be $1.05, for .1107x90=1.05.

Again, the price of car in Diamond vein at Storrs No. 2, another Delaware, Lackawanna & Western colliery, is .9955. Now, taking .9845 and .9955 added, makes $1.98, and diveded by 2 gives average price per car in Diamond vein or .99 cents per car of 84 cubic feet, and for a car of 90 cubic feet would be $1.059, or in round numbers, $1.06, which price was proposed to you by me and rejected a few minutes later by the committee.

This was my final answer, and the meeting adjourned. Previous to adjournment, however, a request was made of me to make my proposition in writing, which is now complied with.

Respectfully yours,

EDWARD RODERICK, Superintendent.

ACTION:

WILKES-BARRE, PA., July 19, 1904.

The following letter was presented:

SCRANTON, PA., June 17, 1904.

MR. T. D. NICHOLLS,
Secretary Board of Conciliation,
Scranton, Pa.

Dear Sir: At a meeting of Local Union 1724, held on the above date, it was decided to accept the proposition of Superintendent Rod-

erick for the payment of $1.12¾ per car on the Diamond vein, dating from June 1st, 1904.

In accordance with the above we desire to state that we have settled Grievance No. 111 and wish the same to be so recorded by the Board of Conciliation.

Yours truly,

JEREMIAH WELTON, Secretary.

JOHN KINSELLAR, President.

The grievance was therefore withdrawn.

GRIEVANCE NO. 112.

To the Board of Conciliation:

Your petitioners, the undersigned committee, representing the employees of the Lehigh Coal & Navigation Company, respectfully represent:

That they are employed by the said Lehigh Coal & Navigation Company at the collieries of said company in the Panther Creek Valley; that said company rents houses to their employees, said rents being deducted from the monthly earnings of their said employees; that where a man is employed by said company and boards in a house owned by the said company the sum of fifty cents is deducted from the pay of said employee each and every month for rent, notwithstanding that the rent for said house has been paid by the party keeping said boarding house; and further, that where any employees of said company board at a house not owned by said company fifty cents is deducted for rent the same as above, and the said employee in order to receive this fifty cents must lose a half day after every pay day and go to the boss and prove to his satisfaction that he is not residing in a company house, in which case the said sum is refunded to said employee.

Your petitioner therefore requests your honorable Board to direct the said Lehigh Coal & Navigation Company to cease making deductions from the earnings of their employees who board at company houses, as we believe it is manifestly unjust to charge employees for rent when the rent has already been paid by the boarding house keeper, and it is especially unjust to compel men boarding at houses not owned by the company to pay said rent and to put them to the loss of a half day every pay day in order to get back that which is wrongfully taken from them.

Respectfully submitted,

MIKE HRIBIK.
ANDRO HOLOVICH.
MICHAEL PAVLIK.

Grievance was withdrawn.

GRIEVANCE NO. 113.

Thomas F. Kennedy vs. D. & H. Company.

CARBONDALE, PA., Nov. 16, 1903.

HON. W. L. CONNELL,
Board of Conciliation.

Dear Sir: I beg to present my trouble and explain the conditions under which they were thrust upon me:

I have been in the employ of the Delaware & Hudson Company as engineer at No. 1 Colliery for six years continuously. In June, 1902, when the United Mine Workers issued a general order to engineers and firemen to strike I continued at my work, remained at the colliery during the strike and worked as fireman during that period. When the miners resumed work I returned to my position as engineer. When the strike was ordered I was plainly told that I must do firing or give up my position as engineer. I hesitated as to doing duty as fireman, but there seemed no alternative. I could not exist without work, and I accepted the only terms offered in order to protect myself and family.

I am a musician and for fifteen years have been a member of the Mozart Band and Orchestra of Carbondale. In June, 1902, I was notified by the manager of the band and orchestra that my services were no longer required, giving as the reason for my retirement that, inasmuch as I had continued to work during the miners' strike, the United Mine Workers deeming me unfair, issued the injunction against my employment in musical matters. This action, in boycotting me, deprives me of work in the band and orchestra that means a loss in earnings

amounting to thirty dollars per month during the show season of seven months and a considerable sum during the remaining five months of the year. I have never been a member of any branch of the labor union, other than the Musicians' Union, and now the United Mine Workers insist that I be expelled from the Musicians' Union, and have notified the organization to drop my name from the rolls. This is my complaint. I am simply persecuted by the organization, and believe that their treatment is unjust and unfair. I am willing to appear personally before the Board of Conciliation and be further examined as to this matter.

I claim the right to have the ban of the United Mine Workers preventing my playing with band and orchestra removed, under the finding of the Commission and their ruling, "That no man should be discriminated against for having continued at work during the miners' strike."

Respectfully submitted,

THOMAS F. KENNEDY.

ACTION.

NEW YORK CITY, Aug. 19th, 1904.

Moved that Grievance No. 113 be withdrawn.

GRIEVANCE NO. 114.

Cooper vs. Delaware & Hudson Coal Company.

November 24, 1903.

HON. W. L. CONNELL, Chairman,
Board of Conciliation.

Dear Sir: The Anthracite Strike Commission adjudges and awards that all employees or company men other than those for whom the Commission make special awards, be paid an increase of 10 per cent. on their earnings between November 1st, 1902, and April 1st, 1903, to be paid on or before June 1st, 1903.

The Delaware & Hudson Coal Company has refused to pay the weighmasters the increase awarded them by the Commission. They

were paid by the day, and are certainly entitled to what is due them as provided by the Commission, as a matter of common fairness. The amount due is as follows:

1902.	
November	25 days,
December	26 days,
1903.	
January	24 days,
February	24 days,
March	26 days,
125 days at 17 cents—	$21.25

All of which is respectfully submitted.

H. J. COOPER.

ACTION.

March, 1904.

Grievance No. 114 settled by company granting request of complainant.

GRIEVANCE NO. 115.

Employees vs. Anthracite Coal Co.

LOPEZ, PA., Nov. 17, 1903.

To the Board of Conciliation:

Gentlemen: The following grievance is respectfully submitted by the employees of the Northern Anthracite Coal Co.:

The Northern Anthracite Coal Co. subscribed to the submission to the Anthracite Coal Strike Commission, as demanded by the Commission before any companies could be represented before them.

This company, however, has refused to pay the sliding scale as awarded by the Anthracite Coal Strike Commission.

We therefore request the Board of Conciliation to direct said company to pay the sliding scale in effect, together with the accumulation of arrearages due the men from the same.

We have tried every means in our power to get a settlement, but have failed.

Yours truly,

RICHARD MAY,
H. W. JOHNSTON,
WILLIAM MCGEE,
JOHN CAHILL,
JAMES WALPS,
Local Union 1679.

ANTHRACITE BOARD OF CONCILIATION.

GRIEVANCE NO. 115.

In re employees of the Northern Anthracite Coal Co.

DECISION OF THE UMPIRE.

The petitioners in this case, in their grievance of November 17, 1903, make the following statements: That the Northern Anthracite Coal Company subscribed to the submission to the Anthracite Coal Strike Commission, as demanded by the Commission before any companies could be represented before it; that said company has refused to pay the sliding scale as awarded by the Anthracite Coal Strike Commission. The petitioners therefore request the Board of Conciliation to direct said company to pay the sliding scale in effect, together with the accumulation of arrearages due the men from the same.

The Board of Conciliation, at a meeting held in Wilkes-Barre June 14, 1904, disagreed upon Grievance No. 115, and agreed to submit the matter to the undersigned as Umpire for his decision. In reaching this agreement to submit to an Umpire there was a tie vote upon the resolution of Mr. Nicholls that the claim of the employees of the Northern Anthracite Coal Company for the payment of the sliding scale according to the award of the Anthracite Coal Strike Commission be sustained; and also a tie vote upon the following preamble and resolution offered by Mr. Connell:

Whereas, The sliding scale provides that for every 5 per cent. increase on the price of coal at tidewater, 1 per cent. shall be added to the wages of the miners; and

Whereas, The product of the Northern Anthracite Coal Company is not considered as a hard coal product; and

Whereas, The Northern Anthracite Coal Company has never received $4.50 per ton at tidewater, and the price of its coal is not included in the f. o. b. average of anthracite coal;

Therefore be it resolved, That the Board of Conciliation adjudges and awards that Grievance No. 115, contract miners vs. Northern Anthracite Coal Company, be not sustained.

Testimony on this case was taken by the Board of Conciliation on the date above specified (June 14, 1904), and the case was heard by the Umpire in New York on Tuesday, August 23, 1904, the final papers relative to the case being received by the Umpire October 15, 1904.

Grievance No. 115 comes under the eighth award, but before considering whether this award applies in this case it is necessary to consider the contention by the Northern Anthracite Coal Company that it does not come directly and specifically under the award of the Commission, for the reason that in entering its appearance before the Anthracite Coal Strike Commission it placed after its submission the words, "To submit specific conditions." The company also claims that it was not before the Commission, employed no counsel, and paid no fees.

The records of the recorder show that the Northern Anthracite Coal Company was a party to the submission and was before the Commission, being represented by Mr. Reynolds. During the testimony Mr. Reynolds called the attention of the Commission to specific conditions in the case of Mr. Crawford and of Mr. Murray, the latter representing the Northern Anthracite Coal Company. The chairman of the Commission stated that the Commission did not see its way clear to accept a partial submission, and after some questions and answers on the part of the chairman and counsel, the chairman further stated as follows: "No special submission can be accepted." Mr. Reynolds stated that if what had been entered was a special submission, he would say that they were willing to be bound by the terms of the

submission, but felt that the Commission ought to know why that word "special" was inserted in the appearance; that they expected, of course, to abide by the decision of the Commission. In closing the discussion the chairman said: "We desire it clearly understood that we are not able, and do not feel that we have the power ourselves, to accept any special submission." (A record of the discussion is found in Volume 12, page 1411, of the testimony taken by the Commission.) After this the independent operators, including the Northern Anthracite Coal Company, went on with the case. It is therefore perfectly clear, notwithstanding the statements made in their answer to the contrary, that the company in question was a party to the submission and agreed to abide by the award of the Commission.

It appeared in the testimony taken before the Conciliation Board that the Northern Anthracite Coal Company had complied with the award of the Anthracite Coal Strike Commission in every respect except that relating to the sliding scale provided in the eighth award, which is as follows:

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

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

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

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

The acquiescence of the Northern Anthracite Coal Company in all the awards relative to increase of pay, etc., except the eighth, is admitted by the petitioners. So there can be no question on this point, and the statement of the defendant company is therefore conclusive.

The petitioners claim that under the eighth award the defendant company ought to pay the increase awarded by the commissioner under the sliding scale, while the company claims that it will be an injustice to compel a specific compliance with the eighth award, for the reason that it does not mine anthracite coal; second, that it does not ship its coal to tidewater, as provided in the eighth award, where the average price on which the sliding scale is based is fixed; third, it has never received the minimum price per ton of their product anywhere, as provided in the eighth award—that is, $4.50 per ton; fourth, that the commission of the sliding scale does not consider the product of the defendant company in any way, either as to quality or price, in fixing the basis from time to time on which the sliding scale is adjusted.

These statements are not denied by the petitioners. The facts, therefore, are established, especially as Doctor Neill, the commissioner to adjust the sliding scale, informs the Umpire that none of the companies operating in the Bernice basin, Sullivan County, report to the Bureau of Anthracite Statistics, and that neither the sales of these companies nor the price of their product enters into the figures upon which the sliding scale is based; that the coal from the Bernice basin is not regarded as anthracite; that it is charged the freight rate fixed for bituminous coal, and not the rate fixed for anthracite; that in the year 1903 the average price for all sizes of all anthracite was over 18 per cent. above the average price for all sizes of Bernice coal; that the Bernice coal is classed as anthracite by the Geological Survey, and is included in the anthracite tonnage given in the reports of that bureau; that the figures in the report of the Geological Survey for 1903 show an average price considerably below the average for anthracite for that year.

The Northern Anthracite Coal Company further claims that its product sells almost entirely in the interior of New York, is not used

to any great extent for domestic purposes, but is used chiefly for steam purposes, and therefore comes in competition with bituminous and not with anthracite coal.

The chief question, therefore, in this case is, Must a party to the submission, who appeared before the Anthracite Coal Strike Commission and agreed to abide by its award, be subject to every specific award, whether the nature of its product and its price conform to the award or not? A court of equity, in granting an order for the specific performance of a contract, would not for a moment command the performance of terms of a contract which could not be specifically performed or the conditions of which rendered such specific performance inequitable. It seems to the Umpire that this rule ought to apply in this case, and that, as the Northern Anthracite Coal Company has never received the minimum price per ton provided in the eighth award, and as, whatever the price it has received for its product, such price has not been a factor in determining the average price of white ash coal sold at or near New York, between Perth Amboy and Edgewater, and reported to the Bureau of Anthracite Statistics, it cannot equitably be compelled to pay an increase in its wages on account of the price of real anthracite coal shipped and conditioned as provided in the eighth award.

The question as to whether, should the Northern Anthracite Coal Company receive over $4.50 per ton for its product, it would be amenable to the terms of the eighth award, was not before the Umpire, and therefore does not enter into this case.

It is therefore adjudged that until the conditions specified in the eighth award rise and become applicable to the Northern Anthracite Coal Company, the sliding scale cannot be enforced.

Grievance 115 is accordingly dismissed.

CARROL D. WRIGHT.

Washington, D. C., October 20, 1904.

GRIEVANCE NO. 116.

Contract Miners vs. M. S. Kemmerer & Co. of Sandy Run.

SANDY RUN, PA., Jan. 22, 1904.

Grievance of contract miners employed by M. S. Kemmerer at Sandy Run, Pa.

To the Board of Conciliation:

Gentlemen: We, a committee representing the contract miners of the above named coal company who work at No. 16 Slope, charge the company with violating award No. 1 of the Anthracite Coal Strike Commission, which reads as follows: "That an increase of 10 per cent. over and above the rates paid in the month of April, 1902, be paid to all contract miners for cutting coal, yardage, and other work for which standard rates or allowances existed at that time." On April 1st, 1902, we received $1.10 per car and $1.10 per yard on the rib. The 10 per cent. increase should have been made the rate per car and per yard on the rib $1.21. According to the company's calculation it only amounted to $1.18 on each, or three cents less than the correct figures.

On January 1st, 1904, an order issued by Superintendent Leisenring became effective abolishing the price per yard on the rib, or in other words, decreasing the rib price 100 per cent. This we maintain is a most flagrant violation of the awards of the Commission, and we seek the aid of the Conciliation Board in having the matter adjusted. We held several conferences with Superintendent Leisenring with the hope of having the matter amicably adjusted, all to no avail.

Respectfully submitted,

MIKE ZIPPE,
MIKE KARLACK,
Committee.

We have authorized Charles Gildea to represent us at any and all hearings before the Conciliation Board on this question, if necessary.

M. S. KEMMERER & COMPANY,

Miners and Shippers of Sandy Run Lehigh Coal.

SANDY RUN, LUZERNE COUNTY, PA., April 9, 1904.

MR. T. D. NICHOLLS, Secretary,
Scranton, Pa.

Dear Sir: Yours of the 30th ultimo received with enclosure. In reply, permit us to say that the grievance presented to the Board of Conciliation is not in accordance with facts.

The work in No. 16 vein, which is a thin overlying vein on the property, has been carried on at times experimentally in the past along with mining in the Buck Mountain vein, but never without considerable loss in the No. 16 vein work to the company.

During the last strike the Buck Mountain workings filled with water, for the reason that the mine workers' organization would not allow the pump runners and others to stay at their work upon the company's terms.

After the strike a few miners, about thirteen, remained here and went to work in the No. 16 vein, and in a few places along the Buck Mountain vein outcrop above level of the water, which was the only work available.

Last fall, about the time the bulk of this Buck Mountain vein coal became exhausted, the men in the No. 16 were informed that operations were being carried on at a loss, and they were asked to either go to other collieries for work or to be prepared to work for less in the No. 16 vein if they remained here, for the reason that the company was losing heavily month by month. The loss during the months of September, October, November and December of 1903 amounting to considerable over a dollar per ton on the output.

In October last all the contract work in No. 16 was stopped and the few miners (about eleven men working in six places, in some cases two miners in a place and in other places a miner and laborer) were put on a day's wages, with the distinct understanding that this was to be only a trial. At the same time they were told that the company would prefer them to leave and secure work at other places, and that in case the day's wages plan was not successful that work in this mine would have to be suspended.

This matter was fully explained to the men (mostly Hungarians, some of whom had been here for fifteen or twenty years, and who seemed not able to understand the changed conditions here) in several meetings, at some of which Mr. Gallagher and Matty and Gildea and Ferry of the miners' organization were present.

These gentlemen understood the situation fully and will be able to explain the peculiar conditions here. It was explained to them that it was not possible for the company to continue operations, and that the only reason for having done so for so long was to give the men time to take in the situation and go elsewhere for work.

After a trial of the day's wages plan, which was not successful, the men were told that the operations could not be continued. The result was that rather than go away some of them, after an idleness of a week or more, went back to work at reduced prices, though it was not at the company's wish, and they were told again that this would be only another trial until they could get work elsewhere.

About ten men were concerned in this business, and not half that number are here now, and the little work in this No. 16 vein will be exhausted entirely within a few days for want of development. Only three chambers are going now, with but a short distance to run. When these are finished the coal in No. 16 will be exhausted.

We might add that the Buck Mountain is the principal vein in this colliery, and in this immediate region, and has been operated here during the past twenty-seven years.

The experimental work in No. 16 vein, as locally called here, was started up at times, though necessarily only in a small way, on account of the limited amount of coal in the vein, during the past few years and carried on even at a loss for the reason that the mining in the Buck Mountain vein generally overbalanced the loss in No. 16 while the Buck Mountain was in operation before the mines filled with water.

We have endeavored to explain as briefly as possible the conditions here owing to the flooding of the mines, and trust the explanation will throw the proper light upon the matter before your Board.

The company could not, nor could they be expected to, go on indefinitely under such a loss as was being incurred month by month as mentioned above.

We might add that only about enough coal is being mined here, principally from a few remaining places in the Buck Mountain vein

above water, to keep the inhabitation of the town supplied, pending the completion of a tunnel which is being driven, about 2,200 feet in length, to drain the old Buck Mountain workings.

If you desire any further information in reference to this matter we will be pleased to furnish same.

Yours truly,

M. S. KEMMERER.

ACTION.

WILKES-BARRE, PA., July, 1904.

Grievance No. 116 withdrawn.

GRIEVANCE NO. 117.

Certain Employees vs. Lehigh Coal & Navigation Company.

LANSFORD, PA., June 6, 1904.

To the Board of Conciliation:

Your petitioners, the undersigned, respectfully represent:

On March 5th, owing to a mine fire, Colliery No. 11 was forced to close down indefinitely. A large number of the employees secured employment at the various collieries owned and operated by the Lehigh Coal & Navigation Company in the Panther Creek Valley.

Your petitioners obtained work in No. 9 Shaft, at which we were unable to make living wages, and consequently we ceased work.

In order to force us to work at positions where we could not make wages, employment has been refused us at any other collieries, and according to a statement made by Superintendent Zehner to a committee representing us, we shall not be permitted to return to the positions we formerly held in Colliery No. 11. We believe this to be discrimination against us on account of our membership in a labor union, because one employee who worked in No. 9 Shaft and quit work for the same cause as ourselves, and who is not a member of the same labor union, has been permitted to work elsewhere. We, therefore, request your honorable Board to take such action as will insure us an opportunity of retaining our former employment at Colliery No. 11.

WM. ROSER.
HOWARD HEFFELFINGER.
TOM MALARKY.
JNO. MALARKY.
MANUS RODGERS.
WM. DALLY.
SAM MORRISON.

THE LEHIGH COAL & NAVIGATION COMPANY.

WM. D. ZEHNER,
Superintendent.

LANSFORD, PA., June 7, 1904.

To the Board of Conciliation:

Gentlemen: Toward the end of April, 1904, fourteen of the nineteen miners employed at the Primrose vein, No. 9 Shaft workings, quit work, six on the 20th and the others on 30th of April, on the allegation that they were not able to earn reasonable wages, of which they had made complaint just before abandoning their work.

All these men were contract miners and were paid the same rates as were current for work of the same character on the same dip in the same vein at Colliery No. 5, adjoining No. 9 on the east.

The average wages earned in the Primrose vein of No. 9 Shaft workings during the months of March and April equaled $3.36 per day of ten hours. This notwithstanding the fact that the inside foreman reports that at least fourteen of them worked less than seven hours per day.

The complaint of the men that they did not earn reasonable wages was carefully investigated by the mine foreman and the assistant inside foreman, who determined that it was not well founded, inasmuch as they actually did earn reasonable wages and might have greatly increased their earnings had they been willing to work with zeal and on full time.

It is the invariable custom of the company that whenever complaints of this kind are made and ascertained to be well founded, not to hold its employees to unprofitable contract work, but to such allow-

ances as bring their work up to a fair standard, which would have been done in the case of these men had it been found they did not earn miners' wages and the company had been convinced they worked with zeal and industry.

These men have voluntarily quit the employ of the company on the 1st of May, have no right now to consider themselves employees and should have no standing before the Board of Conciliation.

Annexed to this is a statement showing the average daily wages received by each of these men for the months of March and April, 1904, from which it appears that not only all received fair wages, but that two of them who were willing to exert themselves, received very handsome returns.

Eight of the men who quit work had been employed at No. 11 Colliery up to the time a fire was discovered in that mine, necessitating its suspension upon June 1st.

These men now claim their right to be reinstated in No. 11 Colliery at the same work they were doing before the fire. According to a rule or custom that has existed for years between the company and its employees, the company declines to re-employ men who voluntarily quit work and leave their contracts unfinished, and who conspire to prevent others from completing such unfinished work. The only way in which they can reinstate themselves as employees so as to be entitled to have their case considered by the Board of Conciliation, or to call upon this company to answer their complaint, is to resume work on the old basis. At present they are not employees of the company, but mere strangers and outsiders, and there can be no controversy between them and the company which can in any way be considered by the Board of Conciliation. If the men who refuse to work at No. 9 will now resume work at that colliery and finish their contracts, their application to be taken on at No. 11 will be favorably considered and they will not be prejudiced in any way by what has occurred.

It might have been sufficient therefore for the company to have called attention to the fact that there was nothing which the Board of Conciliation could consider or pass upon, but it has preferred to state the facts clearly and fully, so that there may be no misapprehension as to its position. In submitting its case to the consideration of the Anthracite Coal Strike Commission this company expressly

reserved the right to discharge any man in its employ at pleasure, and upon several occasions attention was called to the statement, and the members of the Commission all acquiesced in its propriety and recognized that it was not involved in the submission. This is a right which the company has not waived, and never will waive, and the presentation of this statement is not to be taken as in any sense a waiver of what it considers essential to the safe and proper operation of its mines. At the same time this company has never made, and does not now make, membership in the union a disqualification, but intends to treat all its employees impartially, whether members or not members.

Respectfully yours,

W. D. ZEHNER, Superintendent.

Statement showing the average daily wages for the months of March and April, 1904, received by the miners working in the Primrose vein, No. 9 Shaft workings:

Names of employees.	Daily averages.
James Bonner. On strike	$2.92
James Gallagher. On strike	3.22
William Miley. On strike	3.49
William Rosser. On strike	3.41
William Clements. On strike	3.52
Howard Hefflefinger. On strike	3.41 last Apr.
Sam Morrison. On strike	3.53
Manus Rodgers. On strike	3.28
John C. Boyle. On strike	2.56
John Stevenson. On strike	2.34
Rodger Lewis. On strike	2.10
William Daily. On strike	3.62
Jno. Malarkey. On strike	5.01
Thomas Malarkey. On strike	5.01
James Boyle. Quit work end of March. Not on strike	3.32
John D. Boyle. Quit work end of March. Not on strike	3.32
Dan Lewis. Quit work, but returned in a few days	3.45
Harry Lewis. Quit work, but returned in a few days	3.45
Paul Seraback. Quit work, but returned in a few days	3.72
Paul Unis. Quit work, but returned in a few days	2.10
Chas. Herron. Permitted to quit work at end of March to take employment at Spring Tunnel	3.75

ACTION.

WILKES-BARRE, PA., July 12, 1904.

Mr. Dettrey stated that as conditions between the Lehigh Coal & Navigation Company and its employees are being made satisfactory he wished to have the first grievance (117) withdrawn and asked that action on the other grievance be deferred.

Mr. Connell—I move that the first grievance be withdrawn and the other allowed to rest. Carried.

GRIEVANCE NO. 118.

Contract Miners No. 9 Colliery vs. L. C. & N. Co.

To the Board of Conciliation.

Gentlemen: Your petitioners, the undersigned, representing the men employed in the Red Ash Vein in Colliery No. 11 of the L. C. & N. Company respectfully represent:

First. Inasmuch as there is a striking similarity in the work known as the Red Ash Vein, in Shaft No. 9, L. C. & N. Company, and Shaft No. 11 of the same company, we believe that there should be no difference in the prices paid for the work in the said two shafts. Therefore, we request the Board of Conciliation to so declare that the rates prevailing there now and long established in No. 11 Shaft for similar kinds of work should be fixed for Shaft No. 9.

Very truly yours,

JAMES BONNER.
JAMES GALLAGHER.
JOHN BOYLE.
JAMES BOYLE.
WILLIAM CLEMENTS.
JOHN STEVENSON.
ROGER LEWIS.

ACTION.

WILKES-BARRE, PA., June 13, 1906.

Grievance No. 118 withdrawn.

GRIEVANCE NO. 119.

Certain Employees vs. Susquehanna Coal Company.

GLEN LYON, PA., Dec. 31, 1903.

To the Board of Conciliation:

Gentlemen: We, the undersigned miners of Colliery No. 6 of the Susquehanna Coal Co., do hereby certify that we have been cut down in yardage more or less since the strike of 1902 and want this question adjusted, and if it is necessary any of us will go before your honorable Board for proving this matter:

(Signed)

Name.	No.		Price before strike.	Price after strike, at present.
Frank D. Lavandoroski	85	S.	$2.00	$1.50
Felix Stasiak	9	S.	2.00	1.65
Joseph Miszcrynski	95	S.	2.00	1.90
Wadek Bvaniooski	128	S.	2.00	1.51
Edward Tamonoski	133	S.	2.00	1.92
Joseph Ganvgs	38	S.	2.00	1.78
Peter Kilducius	89	S.	2.00	1.75
Greco Dunyoteski	103	S.	2.00	1.72
Jacob Zarzutski	107	S.	2.19	1.90
Wm. Wiuchscevicz	63	S.	2.00	1.80
Anthony Sengett	156	S.	2.00	1.60
Jacob Bitchkoski	66.61	S.	2.00	1.10
John Capthak	115	S.	2.00	1.96
Stanis Kwapik	10	T.	2.00	none
Anthony Ozzcohowski	50	S.	2.00	1.65
Joseph Blanaryk	3	S.	2.00	1.75
William Petkoski	23	S.	2.00	1.70
Joseph Kilduis	68	S.	2.00	none
John Terkowoski	56	S.	2.00	none
Joseph Marazzwski	33	S.	2.00	none
Peter Kasheta	47	T.	1.00	1.40
Jacob Pubbic	4	T.	.35	none
Andrew Zalondack	35	T.	1.00	1.40
Felix Machciewski	36	T.	2.00	none

Name.	No.		Price before strike.	Price after strike, at present.
John Tavowski	13	T.	1.00	none
Jos. Klem	57	S.	2.00	1.65
Andro Makey	54	T.	1.00	none
Martin Snderorriz	78	T.	1.50	none
Andro Curinski	59	T.	1.00	none
Jos. Micara	42	S.	2.00	1.98
William Parkowski	53	T.	1.00	none
John Gonralski	87	S.	2.00	1.40
Gongy Gonralski	132	S.	2.00	1.10
Chal. Faczkkulysi	129	S.	2.20	2.16
Andro Rusius	31	S.	2.00	1.65
Mike Guicko	96	S.	2.00	1.06
Peter Szercus	55	S.	2.00	1.69
Enoch Shairs	135	S.	2.00	1.70
Stanley Zagacinski	8	S.	2.00	1.88
Peter Macrwokkuerez	43	T.	1.00	none
Antoni Hincralk	4	S.	2.00	1.65

SUSQUEHANNA COAL CO.
MINERAL RAILROAD & MINING CO.
SUMMIT BRANCH MINING CO.
LYKENS VALLEY COAL CO.
NANTICOKE WATER CO.
LYKENS WATER CO.

Office of the Manager.

ROBERT A. QUIN, Manager.

WILKES-BARRE, PA., Sept. 9, 1903.

HON. W. L. CONNELL,
Chairman Conciliation Board,
Scranton, Pa.

Dear Sir: I beg to return to you herewith communication of the Conciliation Board, signed by T. D. Nicholls, secretary, in relation to Grievance No. 119 as presented to the Board of Conciliation by the employees of the Susquehanna Coal Company. This complaint you will notice is dated December 31, 1903, and was forwarded to me under date of June 8, 1904. In reply thereto I beg to say that we have never received any formal complaint from our employees, or a committee of them, as to the matters related herein. Neither has our supreintendent of the Susquehanna Coal Company, Mr. F. H. Kohlbraker, Nanticoke, Pa., been called upon by a committee of our men to take up any of the grievances herein mentioned, which I believe is a formality required by the rules of the Conciliation Board before a grievance can be filed.

Kindly acknowledge receipt.

Yours respectfully,

ROBT. A. QUIN, Manager Coal Cos.

C. B. D—13
(encs.)

ACTION.

NEW YORK CITY, Aug. 19th, 1904.

Whereas, Grievance No. 119, presented by the employees of the Susquehanna Coal Company, against said company not having been presented in regular form, is hereby withdrawn.

GRIEVANCE NO. 120.

FREELAND, PA., June 15th, 1904.

To the Board of Conciliation:

The undersigned committee, representing the employees of Slope No. 1, Coxe Brothers & Company, Incorporated, Drifton, Pa., respectfully represent:

First: That on the 12th day of May we were confronted with an order requiring us to unload rock cars that we loaded in the mine without extra allowance, if in the opinion of the mine boss they contained a rock too large to be easily handled.

Second: Eight of the employees having refused to unload those cars, stand suspended.

Third: After many repeated efforts to secure an audience with the superintendent of Coxe Brothers & Co., we appealed to your honorable Board to either release us from a compliance of a rule of

the Board of Conciliation, or use your good influence to secure for us a conference with the officials.

That some powerful influence was at work was attested when on June 15th Superintendent Smith sent for a committee of the employees and submitted the following letter for our acceptance or rejection:

Office of Manager.

COXE BROTHERS & COMPANY, INCORPORATED.

L. C. SMITH, Manager.

DRIFTON, PA., June 15th, 1904.

At a meeting of the various employees of Coxe Brothers & Co., Inc., mentioned in the grievance dated May 20, 1904, it was mutually agreed:

First: That the trouble in this instance is the question of increased expenses on account of the miners, due to the fact that some of them are required to break down slate that was unusually heavy or heavier than he had been compelled to break down ordinarily.

It was further mutually agreed that as this heavy slate only occurred at times that this company would make an allowance for such extraordinary cases. This allowance, after due consideration, was deemed to be fair on the following basis:

That for every foot additional thickness of rock over and above three feet, the price of $1.00 per yard on the basis would be allowed for every fractional part of a foot in thickness, such fractional part of a foot was to be considered a whole foot.

As an explanation, extra thickness of rock, 3 to 4 feet, would be paid for at the rate of $1.00 per yard; from 4 feet to 5 feet, an additional $1.00, and so on.

It is understood that this proposition must be passed upon by the employees and on account the company have an equal right to change their views in this matter.

Fourth: A meeting of the employees was held on the same evening and his proposition was submitted to them. Inasmuch as it would not change conditions in the places affected, but would be merely of the existing grievance, the proposition was rejected, and it was decided to appeal to the Conciliation Board for either a revocation of said order or an allowance sufficient to compensate us in the event of being forced to unload the cars at the surface or a price sufficient to reimburse us if compelled to break it as small as the company desires, that is 3ft. x 3 ft. x 3 ft.

And we replied to the above letter as follows:

DRIFTON, PA., June 15th, 1904.

MR. L. C. SMITH,
Drifton, Pa.

Dear Sir: At a meeting of the employees of Drifton held on the above date your proposition relative to taking down and unloading rock and also your attitude towards the men now idle was considered, and it was unanimously decided not to accept your proposition, because we believe it to be in violation of the awards of the Anthracite Coal Strike Commission.

As the company you represent have signified their willingness to abide by the award of the Commission, we also believe you are in honor bound to abide by the decisions of the Conciliation Board. We will therefore make an effort to have the matter adjusted at the next meeting of the Board, which will be held in the city of Wilkes-Barre, June the 24th, 1904, in the office of the Lehigh Valley Coal Company.

Yours truly,

.....Chairman.

.....Secretary.

ACTION.

WILKES-BARRE, PA., Aug. 5, 1904.

In reference to grievance of contract miners against Coxe Bros. & Company, Inc., No. 120.

Whereas, It appears that Coxe Brothers & Co. have had in practice a rule against the loading of large pieces of rock in cars; and

Whereas, The evidence submitted by the company shows that this rule has been from time to time enforced;

Therefore, It is adjudged and awarded by the Board of Conciliation that Coxe Bros. & Co., Inc., are justified in continuing to enforce said rule; and

Whereas, The testimony has not shown that all of the men were acquainted with such rule, the Board of Conciliation recommends that Coxe Brothers & Company reinstate immediately the men who are now suspended for infringement of said rule, and as compensation for their loss allow them 5 per cent. of their average earnings from the date of grievance, June 14th, 1904, in accordance with the rules of the Board of Conciliation. The earnings of the month previous to their suspension shall be the basis of this calculation; and

Whereas, It appears by the testimony that conditions have so changed in certain parts of the Mammoth vein that more labor is involved in moving large pieces of rock;

Therefore, It is recommended by the Board of Conciliation that a compromise along the lines offered by Coxe Bros. & Company be effected by joint consultation between a committee of the men and the officials of the company.

GRIEVANCE NO. 121.

Employees Exeter vs. Lehigh Valley Coal Co.

To the Board of Conciliation:

Gentlemen: The undersigned, a committee representing the employees of the Exeter Colliery of the Lehigh Valley Coal Co., respectfully represent:

That we have not been paid the sliding scale according to Award No. 8 of the Anthracite Coal Strike Commission, which reads in part as follows: "For each increase of 5 cents in the average price of white ash coal of sizes above pea coal the employees shall have an increase of 1 per cent. in their compensation, which shall continue until a change in the average price of said coal works a reduction or an increase in said additional compensation hereunder; but the rate of compensation shall in no case be less than that fixed in the award. In order that the basis may be laid for the successful working of the sliding scale provided herein, it is also adjudged and awarded: That all coal operating companies file at once with the United States Commissioner of Labor, a certified statement of the rates of compensation

paid in each occupation known in their companies, as they existed April 1, 1902."

We complain that the provisions of the award cited above have not been complied with, inasmuch as we have not received the sliding scale advances computed on our rates of wages, but have been paid the same upon the remainder of our earnings after deductions have been made for mine supplies.

Our rates of compensation are: So much per car; so much per yard, etc., and we contend that on each pay day we should be paid the sliding scale, based on the accumulation of such rates as are due us at that time; and that deductions for mine supplies should not be made from the total amount until the sliding scale has been computed thereon.

We have petitioned the company to pay the sliding scale on the gross earnings, as it has been paid by the companies in general throughout the district, but have been refused our request.

We now respectfully request the Board of Conciliation to direct the Lehigh Valley Coal Company to pay us the sliding scale on our gross earnings according to Award No. 8 of the Anthracite Coal Strike Commission; the same to be effective from the first of April, 1903.

P. J. Loftus,
Isaac Ratchin,
Joseph Hudack,
Committee.

ACTION.

The Board of Conciliation disagreed upon this grievance, and, at a meeting held in Pottsville on , 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. 121:

Decision of the Umpire.

The petitioners claim that they have not been paid the sliding scale according to Award VIII of the Anthracite Coal Strike Commission, which award provides for a sliding scale under certain condi-

tions. They allege that the application of the sliding scale in this case has been upon the net earnings and their claim is that the scale should be adjusted on the gross earnings—that is, that the sliding scale should be computed on their rates of wages or rates of compensation; that their rates of compensation are so much per car, so much per yard, etc. They state they have petitioned the company to pay the sliding scale on gross earnings, but that their request has been refused. They therefore request the Board of Conciliation to direct the Lehigh Valley Coal Company to pay the sliding scale on gross earnings from the first day of April, 1903.

The answer of the defendant company insists that the company is making proper application of the sliding scale according to its understanding of Award VIII, and that it is following the custom of other companies in the Wyoming and other regions. In their argument the defendants claim that the grievance is incorrectly stated as being a grievance of the employees of Exeter Colliery; that the grievance is applicable only to contract miners and to those inside employees, such as runners, drivers, etc., from whose wages are deducted the amounts charged them for the use of such supplies as cotton and oil in the prosecution of their work.

The defendant company insists, further, that the method used by it is clearly shown by its pay dockets; that this method has been to calculate, at the rates of contract or wages established by the Anthracite Coal Strike Commission, the gross amount due each miner or mine worker, and from this gross amount to deduct the supplies used by each man in the prosecution of his work, and to the balance, representing the net earnings, to add the percentage to which each miner and mine worker is entitled under the sliding scale established by the Anthracite Coal Strike Commission.

There is no difference as to method, therefore, in the representations of the employees and in those of the defendant company, but while the employees contend that that method is not in full accord with the provisions of Award VIII of the Anthracite Coal Strike Commission, the defendant company believes that it is in such accord, and that it is, in general principle, the only method by which the provisions of that award can be fairly carried out in justice to the employers and to each employee so paid.

The company also contends that its present method of calculating the sliding scale follows exactly the method formerly used in the Schuylkill region—that is, adding the perecentage to the net earnings of the miner after the charges for powder, etc., have been deducted; or, in the case of inside company hands, adding the percentage after the charges for cotton, oil, or other supplies used by the company mine workers have been deducted. The company also thinks it is very clear that net earnings of the men represent their compensation as that word was used by the Commission in its Award VIII, and it offers figures to show that this contention is correct.

In regard to the claim of the employees at Exeter Colliery that the sliding scale should be applied from April 1, 1903, the company claims that it would be impossible to comply with that request should it be decided that the sliding scale should be adjusted in accordance with the claim of their employees, for the reason that they (the employees) have accepted the method of calculation used by the Lehigh Valley Coal Company without protest and have receipted on their dockets, which plainly show that this method was used in full for all demands without complaint until the presentation of the present grievance; that if the company were compelled to pay from April 1, 1903, it would be practically impossible to reopen its accounts for almost two years back, on account of the immense amount of detail work required, nor should it be called upon to reopen them unless by mutual agreement between the operators and miners the miners should agree that if the decesion of the Umpire is in favor of the company, they will refund to such companies as have been paying upon the gross the amount in excess of that determined by the Umpire to be correct.

The evidence, arguments, and statements on both sides are not very voluminous, and the case seems to be perfectly clear as to the contention of the parties. Award I of the Anthracite Coal Strike Commission provides that "an increase of 10 per cent. over and above the rates paid in the month of April, 1902, be paid to all contract miners for cutting coal, yardage, and other work for which standard rates or allowances existed at that time." Award VIII, the one relating to the sliding scale, provides that "such scale shall become effective April 1, 1903, and shall affect all miners and mine workers included in the awards of the Commission," and in fixing the rate of the sliding scale it provides that "Employees shall have an increase of

1 per cent. in their compensation," etc., and that "The wages fixed in the award shall be the basis of, and the minimum under, the sliding scale." The same award also provides that "a certified statement of the rates of compensation paid in each occupation known in their companies, as they existed on April 1, 1902," shall be filed with the United States Commissioner of Labor as a basis for the successful working of the sliding scale.

In the discussions of the Anthracite Coal Strike Commission leading up to the advance of 10 per cent., etc., the terms "rates" and "rates of compensation" were used with a distinct purpose in view. "Earnings," "wages," and such expressions were determinately avoided, as their use would lead to complication and misunderstanding, while the word "rates" and the expression "rates of compensation" would not lead to such complication and misunderstanding. "Rates" means the gross amount paid for a specific piece of work, like so much per ton, or per car-load, or per yard. The contention of the miners, therefore, on this point is the correct one, and the sliding scale should be adjusted on the rates of compensation or the gross amount due a miner or an inside employee for the work he has performed, or for the amount of coal he has produced.

The method formerly used in the Schuylkill region—that is, adding the percentage to the net earnings of the miner after deducting was not satisfactory, and was one of the causes which led to the great strike of 1902, which strike resulted in the abandonment of the sliding scale then in existence, and it was to avoid such unsatisfactory conditions that the Commission provided for a sliding scale on such a basis that no further complications would arise under it.

The claim of the employees in their petition that the award of the Anthracite Board of Conciliation or of the Umpire should be retroactive to such an extent as to make the award, whatever it is, applicable from April 1, 1903, demands serious consideration. By Rule IV of the Board of Conciliation, adopted in June, 1903, it is provided that if the "Board shall decide that the grievances are justifiable the adjustment shall be retroactive." The representatives of the miners on the Board of Conciliation claim that the word retroactive means that all decisions affecting wages shall reach back to April 1, 1903, when the awards of the Anthracite Coal Strike Commission went into effect,

while the representatives of the operators on the Board contend that the retroactive feature of Rule IV reaches back only to the date of the grievance under consideration.

In the absence of any agreement in the Board itself as to the exact meaning of its own rule, the Umpire feels at liberty to consider this element of the petition of the employees of the Exeter Colliery on the basis of fairness and justice, without reference to the rule of the Board, and adopts the contention of the defendant company—that it is practically impossible to make the award of the Umpire effective as of the first day of April, 1903,—chiefly because the employees of the defendant company, without protest, have receipted on their dockets in full for all demands against the company. The employees are therefore estopped from demanding that their claim, being granted, should reach back to the first day of April, 1903. The other reason—which is not so important from the standpoint of the Umpire, yet all-important to the company—is certainly one which should receive full consideration—that is, the difficulty of reopening accounts for two years, which accounts have been fully settled and for which receipts are on file.

It is therefore adjudged and awarded that, so far as the claim of the employees of Exeter Colliery of the Lehigh Valley Coal Company, as set forth in Grievance No. 121, relates to the application of the sliding scale, the rates of compensation, or to gross earnings, the grievance is sustained; but that, as regards the claim that such award should apply from April 1st, 1903, the grievance is not sustained, but that the application of the sliding scale in this case shall apply from the date of the grievance—that is, from August 17, 1904.

CARROLL D. WRIGHT.

Washington, D. C., December 14, 1904.

GRIEVANCE NO. 122.

PENNSYLVANIA COAL COMPANY.

NEW YORK, August 19, 1904.

MR. T. D. NICHOLLS,
Secretary Conciliation Board,
Scranton, Pa.

Dear Sir: The Conciliation Board is requested to consider and decide the questions arising from the strike of the employees of the Pennsylvania Coal Company at its Barnum Colliery on August 3rd, and which is still in force. The facts are as follows:

The Barnum Colliery resumed operations on April 7th, after an idleness of several months for repairs and to make certain changes which involved the change of location of the scales on which the mine cars are weighed. These scales were at that time adjusted and were supposed to weigh correctly.

Some time afterward there were indications that the scales were weighing incorrectly, but the ordinary tests failed to substantiate this belief. In July a more exhaustive test was made and it was then discovered that the scales were over weighing the coal in the miners' cars. When this was discovered the scales were adjusted by competent parties and on the succeeding day, August 1st, the check weighman was notified by the outside foreman, Mr. R. T. Bliss, of the adjustment. On the 3rd instant the miners struck, alleging afterward that the scales were incorrectly weighing the coal. Mr. W. P. Jennings, the district superintendent, to whom the complaint was made, requested the men to resume work and agreed to make an investigation and to adjust any error that might be discovered.

On the 4th instant a committee representing the miners requested that an expert employed by them be allowed to test the scales, agreeing to return to work if it was found that the scales were weighing correctly. This request was granted and on the 6th instant the scales were tested for them by Mr. William Wright, who pronounced the scales in adjustment and weighing correctly. Upon inquiry the district superintendent was led to believe that the committee was satisfied and that work would be resumed.

On the 8th instant the men held a meeting, after which they decided to return to work and appointed a committee, consisting of Messrs. McManus, Dolphin, Corcoran and Procosky, to call upon superintendent William W. Inglis for the purpose of making additional requests. At this meeting Superintendent Inglis reiterated what the district superintendent had said, that if the men returned to work the scales and method of weighing coal would be further examined, and added that if the investigation showed the miners were not receiving correct returns any differences in their favor would be allowed them from the time they resumed work.

After their interview with the superintendent on the 9th instant the committee called on me and were requested to bring the report of Mr. Wright in writing or bring him with them at another conference. The succeeding conference was held on the 10th instant and the written report of Mr. Wright submitted, which report contained, in addition to the statement that he founds things satisfactory and the scales tested all right with the standard weight, the recommendation that the miners ask the further privilege of weighing the coal out of the car which Mr. Wright had weighed on the company's scales on scales brought by them, and also requested the privilege of testing the 4,000-pound weight used on the end of the beam. The committee stated that they desired only the privilege of bringing a scale of their own and weighing the coal in the car by which the mine scales had been tested by Mr. Wright on the 6th instant, saying they would not return to work unless this privilege was granted them. The subsequent request has not thus far been complied with, the reasons being that the first request having been granted with the understanding that if it was found that the scales weighed correctly the men would return to work (which agreement was not carried out), there is no assurance that if the subsequent request is granted the outcome will be any more satisfactory than in the first instance.

Ordinarily the company should not have granted the initial request from the men on strike, but in its earnest desire to satisfy the men of the integrity of the company's weights and upon assurance that if it was found they were correct the men would return to work, the concession was granted.

For your information it is here stated that the Pennsylvania Coal Company has a rule, and it is given publicly by the posting of notices

to that effect, that its employees who are interested have been and are at liberty to have its scales examined by a competent man at any time when it does not interfere with the operation of its collieries.

The company is of the opinion that if its employees have a grievance it should first be presented to the officers of the company, and if the requests or claims contained in such grievance are not granted or satisfactorily adjusted the grievance should be submitted to your Board, who will, in accordance with the rulings of the Strike Commission, make determination by which the company and its employees shall be governed. The company, therefore, claims that its employees at Barnum Colliery have not complied with the award of the Coal Strike Commission by not having submitted its grievance to the company and afterward, if necessary, to the Conciliation Board, awaiting their decision before leaving their employment, and that the company is justified in declining to recognize any request that the men now on strike may make in connection with this controversy.

Will you kindly, therefore, consider and determine the following questions:

1st. Was the strike justified under the circumstances?

2nd. Is the Pennsylvania Coal Company justified in declining to receive or entertain any request bearing upon this controversy which has been or may be prepared to be presented by the men now on strike at the Barnum Colliery?

Respectfully submitted,

W. A. MAY, General Manager.

ACTION.

WILKES-BARRE, June 13, 1905.

Grievance withdrawn.

GRIEVANCE NO. 123.

Contract Miners No. 6 Colliery vs. L. C. & N. Company.

To the Board of Conciliation.

Gentlemen: The undersigned contract miners, employed at Colliery No. 6 of the L. C. & N. Co., of Lansford, Pa., respectfully submit the following for your consideration:

First. The mine foreman at said colliery has ordered the miner to take a laborer as his partner in the driving of chutes.

Second. We claim the work of driving chutes contract is of such a nature that it requires practical miners to perform it with safety.

Third. We also contend that the work of driving chutes, prior to the award of the Commission becoming effective, was always performed with two practical miners as partners, and the action of the company in this is a violation of the intent and spirit of the Commission's award, and can only be changed by mutual agreement.

Fourth. That your petitioners have made repeated efforts to have the matter adjusted as set forth in the rules of the Board of Conciliation.

Your petitioners therefore request your honorable Board to take such action as will secure for us a full compliance of the Commission's award.

Respectfully submitted,

DANIEL WEIMER,
TOM BARRONS,
JAS. BARNECOAT,
PAT. MCCALL,
JOHN SMITH,
Committee.

ACTION.

Grievance withdrawn.

GRIEVANCE NO. 124.

Certain Contract Miners vs. Lehigh Valley Coal Company.

To the Board of Conciliation:

Gentlemen: The following grievance of contract miners, employees of the Lehigh Valley Coal Company at Centralia, is submitted for your consideration and adjustment:

The complaint is against a reduction of price in the Skidmore vein. The price paid prior to the strike of September, 1900, was $4.00 per yard. The strike of September, 1900, brought an increase of 10

per cent. After the strike of September, 1900, and up to and in the month of April, 1902, the price paid was $4.00 per yard, together with the increase of 10 per cent. brought by the strike of September, 1900. This price was thus in effect, and was paid up to the strike of 1902. Following this, the Anthracite Coal Strike Commission awarded a further increase of 10 per cent. According to the decision of the Board of Conciliation, these two increases shall be combined, thus making 20 per cent., and the same shall be paid on gross earnings. We are, therefore, entitled to the old rate of $4.00 and the 20 per cent. increase, and we ask that the same be paid to us as follows:

Per yard	$4.00
20 per cent. added	.80
Total	$4.80

The company has reduced the price per yard to such an extent under its method that the entire total amount it pays per yard is only $3.60.

We further ask, under the retroactive rule, as provided by the Board of Conciliation, that the company pay to us all the money it has kept from us since it first put the reduction of price into effect.

A committee of the employees met the superintendent, Mr. J. M. Humphrey, on April 23rd, 1904, for the purpose of trying to have an adjustment of this grievance, and also on May 5th, 1904, and again on May 12th, 1904.

On May 28th, 1904, the committee went to Wilkes-Barre and had a conference with General Manager S. D. Warriner, together with Messrs. Chase and Humphrey, and were unable to have the grievance adjusted.

(Signed) MICHAEL GERRITY.
ANTHONY CAIN.
JOHN MCGUIRE.
PAT CURREN.
JOHN MURRAY.
JOHN MCDONNELL.
JOHN FLYNN.
MICHAEL E. GERRITY.
ANTHONY MCANDREW.
THOMAS MOONEY.

ACTION.

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

Hon. George Gray, Judge of the Third Judicial Court 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. 124:

THE DECISION OF THE UMPIRE.

The grievance in this case is based on the fact that at the time of the award of the Anthracite Coal Strike Commission the company was paying $4.35 per yard in the chambers that had been opened in the Skidmore vein of Centralia Colliery. The award of the Commission increased this rate to $4.80. Some time after the award the company opened new chambers and in these paid only a rate of $3.60 per yard. The miners contend that this was a reduction of a rate fixed by the awards of the Commission and is, therefore, a violation of such awards.

The contention of the miners is, in brief, that that rate of $4.80 per yard was a fixed rate for the entire Skidmore vein in the Centralia Colliery.

The contention of the company is that the rate of $4.80 was established to be paid when the vein was over 7 feet in thickness, and that when the vein diminished to where it was less than 7 feet, a new rate of $3.60 was offered. As the company continues to pay the rate of $4.80 when the vein is over 7 feet in thickness, it contends that it has not violated the award of the Commission.

The Umpire visited the Skidmore vein in company with the representatives of both sides and saw the unusual and sudden variations in thickness that characterize this vein. Within a comparatively short distance the thickness of the vein at the gangway ranged as low as 3 feet and as high as 14 feet. In the face of this, it cannot be seriously maintained that a single rate was fixed to apply to this entire vein. A price that would be a fair price per yard at 4 feet might be utterly unfair to the miner, if his chamber should go up to 12 or 14 feet in thickness; and, on the other hand, a rate that would be fair to both

the miner and the company at 12 or 14 feet might be a rate at which the company could not afford to work the vein at all when it had dwindled down to 3 or 4 feet. In the award it would not be fair either to the miner or the company to attempt to fix one rate applicable to this whole vein, irrespective of its thickness.

It is the contention of the company that the rate of $4.80 was not fixed by the company until the chamber upon which the rate was fixed had been opened up to a thickness of 7 feet, and that this rate was fixed on the assumption that the vein would remain 7 feet or above in thickness.

The exact thickness of the vein at the point in the chamber at which the company fixed the rate has been in dispute and it has not been possible to determine the exact thickness at this point, but, in any event, the measurements taken show that at least it was within an inch or so of this thickness, if it was not actually 7 feet. Moreover, the thickness of the vein at the face of the gangway, a little beyond the place at which the chamber in question was opened, was considerably greater than 7 feet. It is established to the satisfaction of the Umpire that at the time the company offered the rate of $4.80 it did so with the belief that the vein would run considerably more than 7 feet in thickness.

It is the contention of the company that as the vein grew thinner and thinner is became unprofitable to continue working it at the rate of $4.80. The company then had the option of either ceasing to work the vein or of offering contracts at a lower rate.

The company is not bound, under the award of the Commission, to continue operating a vein at a loss. In a vein such as the Skidmore there is plainly a point at which the company must either offer a new rate or discontinue to work the vein. To offer such new rate under the conditions is not a violation of the award of the Commission and is not a reduction of an existing rate.

If the rate offered by the company was not an adequate rate for the thinner vein or was not satisfactory to the men, they need not have accepted it. In this case there is evidence that at first there was objection, and the rate was not accepted, and that the chambers in the vein were not worked when it was less than 7 feet. Afterwards, as the vein grew thinner, these and other chambers were taken by the men

and worked at the $3.60 rate. Whether or not the rate of $3.60 for less than 7 feet is a fair rate as compared to $4.80 for more than 7 feet, or whether 7 feet was the point at which the company was warranted in offering the new rate, are not matters before the Umpire. In his judgment the question at issue here is whether, as the vein lessened in thickness, the company was justified at *some point* in offering a new rate. On this question there can be no doubt. As suggested above, in such a vein as the Skidmore a point can be reached at which the company has to offer a new rate or discontinue work. As to whether the rate offered is a fair one for a given thickness is a proper matter for the men to decide for themselves before determining whether or not they will accept the rate, but in the judgment of the Umpire neither he nor the Conciliation Board would be warranted in sustaining the contention of the men that the rate of $4.80 applied to the Skidmore vein, irrespective of thickness, and the grievance is therefore not sustained.

CHARLES P. NEILL.

Washington, D. C., April 11, 1907.

GRIEVANCE NO. 125.

To the Board of Conciliation:

Your petitioner, the undersigned, respectfully represents:

First: That I am employed as a contract miner in No. 2 Highland, G. B. Markle & Co.; that from the 5th of July, 1904, to the 27th day of August, 1904, I was engaged in driving holes in the pillars preparatory to robbing the gangway, for which I received no price per yard on the rib.

Second: That I have driven several of the same kind of holes since the award of the Commission became effective and for which I received $1.98 per yard on the rib.

Third: I have performed similar work in the same gangway previous to April 1st, 1902, for which I received price on the rib, to the amount of $1.80 per yard.

Fourth: That your petitioner has made repeated efforts to have the matter adjusted as set forth in the rules of the Board of Conciliation.

Your petitioner therefore requests your honorable Board to take such action as will secure for me full compensation for all work performed from July 5th, 1904, to August 27th, 1904.

Respectfully submitted,

(Signed) PAUL DEWEL.

ACTION.

Grievance withdrawn.

GRIEVANCE NO. 126.

Employees vs. Pennsylvania Coal Co.

OLD FORGE, PA., Sept. 6, 1904.

To the Board of Conciliation:

Gentlemen: The following grievances exist at Old Forge Nos. 1 and 2 collieries of the Pennsylvania Coal Company and are respectfully submitted for your consideration:

First: The miners are compelled to go to No. 8 Colliery in Pittston to see the superintendent when stopped for dirty coal before they can return to work. This system, as can be easily seen, puts the miners to a considerable inconvenience. They have to travel from four to six miles. Further, this condition did not prevail in 1902 and it is a new condition imposed by Mr. Jennings and is therefore a direct violation of the award of the Anthracite Coal Strike Commission.

Second: The discharge of Rosaris Revello, for loading dirty coal, the company contends that there were 900 pounds of rock in his car. The check-weighman reports that there was only 400 pounds of rock. We do not think this a sufficient cause for discharge.

(Signed) M. T. BOYLAN,
VENCENGO VILARDO,
Committee.

ACTION.

Withdrawn.

GRIEVANCE NO. 127.

Silver Brook Coal Company vs. Employees.

PHILADELPHIA, PA., June 7, 1904.

Board of Conciliation,
MR. W. C. CONNELL, Chairman,
Scranton, Pa.

Dear Sir: The Silver Brook Coal Company herewith expresses grievance against the employees of the Silver Brook Coal Company who went on strike Dec. 29, May 20, without just cause, and thereby violated the provisions of the findings of the Anthracite Coal Strike Commission, page 81, paragraph 4, viz.: "The Commission adjudges and awards, that any difficulty or disagreement arising under this award, either as to its interpretation or application, or in any way growing out of the relations of the employers and employed, which cannot be settled or adjusted by consultation between the superintendent or manager of the mine or mines and the miner or miners directly interested, or is of a scope too large to be so settled or adjusted, shall be referred to a permanent joint committee to be called a Board of Conciliation, etc." Further: "No suspension of work shall take place, by lockout or strike, pending the adjudication of the matter so taken up for adjustment." The Silver Brook Coal Company requests the Board of Conciliation to find in accordance with paragraph II, page 83, of the finding of the Anthracite Coal Strike Commission, viz.: "The Commission adjudges and awards, that the awards herein made shall continue in force until March 31, 1908, and that any employee, or group of employees, violating any of the provisions thereof, shall be subject to a reasonable discipline by the employer; and, further, that the violation of any provision of these awards, either by employer or employees, shall not invalidate any of the provisions thereof," viz.: First, That the employees who went on strike Dec. 29th to Jan. 3, and May 20th to May 25th, be subjected to reasonable discipline by being dismissed from the employ of said Silver Brook Coal Company. Second, That said employees of the Silver Brook Coal Company who went on strike Dec. 29th to Jan. 3, and May 20th to May 25th, be directed to pay damages to said Silver Brook Coal Company in such amounts of money as said Silver Brook Coal Company paid out in

excess of moneys which would have been paid out for work done and losses which resulted from suspension of shipments, and direct the Silver Brook Coal Company to act accordingly.

Very truly yours,

J. L. WENTZ,
Manager.

ACTION.

Grievance withdrawn.

GRIEVANCE NO. 128.

Contract Miners at Ontario Colliery vs. Scranton Coal Co.

PECKVILLE, PA., Oct. 27th, 1904.

To the Board of Conciliation:

Your petitioners, the undersigned, are employees of the New York and Scranton Coal Co., No. 6 Colliery.

That up to the time of the strike of 1902 they were paid $2.00 per yard for taking down rock to make height for the car, and after the award of the Anthracite Coal Strike Commission were paid $2.20 per yard up till the first day of August, 1904, when the price of yardage was cut in some places from $2.20 to $1.50, and some to $1.75, and some to $1.93 per yard, and there is as much rock to handle now as before and after the award of the Anthracite Commission.

(Signed)

Ben DeConcle ....Ticket No. 116	Edmund Smith ...Ticket No. 104
Steve Powlick ....Ticket No. 92	Edward Juluankia.Ticket No. 88
John Siklowski ...Ticket No. 111	Warko Knape ....Ticket No. 123
Peter Dill .....Ticket No. 113	Glm Lannti .....Ticket No. 94
George Sustu ....Ticket No. 124	John Schauot ....Ticket No. 97
John Kupen .....Ticket No. 107	Alex. Koryika .....

ACTION.

The Board of Conciliation disagreed upon this grievance, and, at a meeting held in Pottsville on 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. 128:

DECISION OF THE UMPIRE.

The Board of Conciliation at its meeting of December 29, 1904, heard testimony from both miners and operators, but was unable to agree upon a disposition of the case. The matter was thereupon referred to an Umpire and was argued before the Umpire at the meeting of the Board of Conciliation at New York, Tuesday, July 25, 1905.

The statement of the grievance presented to the Board of Conciliation does not formulate the specific remedy which it asks at the hands of the Board, but it is a fair assumption that the remedy sought by the complainants is that the company be directed to continue the rate of $2.20 per yard for handling rock in the new vein. This assumption is conferred by Mr. Nicholls in the conclusion of his argument in favor of the complainants at the hearing before the Umpire, July 25th. Mr. Nicholls says: "We therefore ask that the grievance be sustained and the rates of wages in this particular place shall be continued as they were previous to this reduction and that the rate of $2.20 be restored."

The contention of the complainants is that the change in the rate from $2.20 to the lower rates is a reduction of an allowance existing at the time of the award of the Commission, and is therefore a violation of that award.

In the answer of the company, the right is claimed to readjust the rates of compensation whenever there is a change in the conditions under which the miner is working. It is further argued by the company that such readjustment is not a violation of the award of the Commission, and in support of these contentions a general argument was submitted laying down certain propositions of general application as to the interpretation of the award of the Commission.

In the judgment of the Umpire, the arguments in question are beside the point. The issue discussed in these arguments is not directly involved in the case now being considered; the validity of the arguments of the two sides of this point need not therefore be con-

sidered here; and it is to be distinctly understood that the decision here rendered does not in any way pass upon the general question of the proper interpretation of the award of the Commission.

The case at issue is one to which the award of the Commission is not applicable.

Under the award of the Commission the rate of $2.20 per yard was due the miner for taking down top rock in the No. 6 vein. When this vein and the Klondyke vein came together the top rock disappeared, and the contract to pay $2.20 per yard therefore lapsed, as the matter upon which it was based had disappeared. Practically a new vein of coal was opened up in which there was a quantity of rock imbedded in the middle of the coal. The proper allowance to be made for the handling of this rock was a matter for a new agreement between the company and the men. If the rate offered by the company was not satisfactory to the men, they had the right to decline it; but the refusal of the company to pay the same rate per yard for handling this rock in the new vein as had been paid for taking down top rock in the old vein does not constitute a violation of the award of the Commission, for the reason that it was a question of a new agreement and the award of the Commission had no bearing upon the matter. There is no warrant for the demand for a restoration of the former rate; for it is a question of new work, and therefore a new contract rate. Whether the amount of work to be done is greater or less than formerly or whether the rate being paid for the new work is a fair rate as compared to the rate paid for the old work is discussed by both sides in their arguments; but this matter is not involved in the case as understood by the Umpire and is therefore not passed upon.

The specific question at issue is whether the company is bound, under the award of the Commission, to pay the rate of $2.20 per yard for handling the rock that is the subject of this grievance.

The award of the Commission, as shown above, is not involved in this case, and the grievance is, therefore, not sustained.

CHARLES P. NEILL.

Washington, D. C., Oct. 18, 1905.

GRIEVANCE NO. 129.

Employees vs. Pennsylvania Coal Company.

To the Board of Conciliation:

Your petitioners, the undersigned committee representing the mine drivers and mine company men employed at the Cranberry Colliery of A. Pardee and Company.

First: That beginning with April 1st, 1903, drivers' wages were reduced five cents per week.

Second: Inside company men's wages were reduced three cents per week.

Third: Company miners' wages were reduced four cents per week.

Fourth: Prior to April 1st, 1903, first class drivers' wages for twelve days' work was $23.02.

Fifth: After the awards of the Commission became effective, April 1st, 1903, first class drivers' wages for twelve days' work is $22.92. Company men and company miners received a similar reduction, beginning with April 1st, 1903.

Sixth: That your petitioners have 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 them no relief of conditions set forth above.

Your petitioners therefore request your honorable Board to take such action as will secure for them a full compliance of the Commission's award and the payment of all moneys deducted from them since April 1st, 1903.

EDWARD QUINAN.
HARRY LEETCHER.
CONRAD GLEICELING.
MIKE WARGO.
FEDREND KOCH.
BENJAMIN KIMMEL.

ACTION.

Resolved, By the Board of Concilation, that the same rates of wages for the performance of the same work, as shown by pay check April 1st, 1902, shall apply and be in force as were in force April 1, 1902, and that this resolution shall take effect as of April 1st, 1903.

GRIEVANCE NO. 130.

MAYFIELD, PA., Dec. 2, 1904.

To the Board of Conciliation:

Gentlemen: We, the undersigned committee representing the contract miners of the Erie and Glenwood collieries, represent:

First: That we presented a petition for the stoppage of our check-weighman's wages in company's office which was signed by a majority of us.

Second: That the company has refused to grant our petition.

Third: That the mining boss, Seward Button, approached some of us and asked that we take our names off the petition. He also threatened some of us with the loss of our work if we did not take it off; and some of us were thus forced to take our names off.

We therefore complain that this is an unwarranted violation of the award of the Commission, and ask that the Board of Conciliation direct the Hillside Coal and Iron Company to abide by the award of the Anthracite Coal Strike Commission and pay the wages of our check-weighman according to our petition.

(Signed) MIKE POTCHOITEK.
ALEX. NIDOCK.
ANDRO KEHART.
BLOSS LEITENGER.
JOHN BADUICK.
ED. BARRETT.

ACTION.

Resolved, By the Board of Conciliation, that the wages of the check-weighman at the Erie and Glenwood collieries of the Erie Company be paid forthwith by the company from the wages of the contract miners, in accordance with the award of the Anthracite Coal Strike Commission;

It is further resolved, By the Board of Conciliation, that the charge of coercion brought by the miners on the statement made by Alexander Nydock is not sustained.

GRIEVANCE NO. 131.

George Rumsey vs. Coxe Brothers & Co., Inc.

To the Board of Conciliation.

Gentlemen: I, George Rumsey, respectfully represent that on April 21st, 1905, Mine Boss Daniel Kennedy discharged me without cause, in violation of the Anthracite Coal Strike Commission.

Therefore I request your honorable Board to restore me to my former place.

GEORGE RUMSEY.

ACTION.

Withdrawn.

GRIEVANCE NO. 132.

Certain Employees vs. Coxe Bros. & Company, Inc.

To the Board of Conciliation.

Gentlemen: Your petitioner, the undersigned committee, representing the transportation employees working at the collieries of Coxe Brothers & Company, Incorporated, respectfully represent:

First. On February 6th, 1905, a committee of the mine employees called on Mr. Kudlich, mine engineer, and submitted to him the following grievance and requested the same be given consideration:

We request that all mine drivers, patchers, runners, and all transportation employees engaged in moving cars, and working the noon hour or any part of it, shall be paid for all of said time worked, or it to be counted a part of the nine-hour work day.

To which Mr. Kudlich replied by letter under date of February 13th, and in which he says, among other things: "This company does not see any reasons why to change a long established custom, and that the Commission has shown you plainly the road to travel by providing

for the creation of a Board of Conciliation, to which grievances can be referred for settlement."

Your petitioners therefore request your honorable Board to take such action as will secure for them the benefits of the noon hour.

EDWARD CARR.
CONDY GALLAGHER.
PATRICK CARR.
EDWARD GALLAGHER.
EDWARD MOY.
WILLIAM FISHER.
CHARLES THOMPSON.
CONDY CONAHAN.
CHARLES MCNAMLEE.
JAMES FARLEY.
PAT KNOX.
PATRICK MAHANOY.
JOHN GALLAGHER.
ROGER MCNEAL.

ACTION.

June 11, 1906.

Grievance No. 132 withdrawn.

GRIEVANCE NO. 133.

Contract Miners vs. Delaware & Hudson Company.

To the Board of Conciliation:

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

We, the miners employed in the split vein in No. 5 Colliery, in the town of Plymouth, owned and operated by the Delaware & Hudson Coal Co., submit for your consideration the following grievance, namely: All employees were paid fifty cents per yard for lifting bottom bone, regardless of thickness, before and after the award of the Anthracite Coal Strike Commission and until the month of September, 1904, at which time we were notified that the company would not in the future pay for lifting bone unless bone would exceed in thickness eight inches. Our claim is that by this system we have received a reduction contrary to the award of the Commission. After taking this matter up with the officials of said company and failing to have same adjusted we submit this, our grievance, to your honorable Board in order that we may have our grievance adjusted.

Witness: MARTIN MCDERMOTT.
HARRY PICKERING.
W. P. PINOWSKI.

ACTION.

The Board of Conciliation disagreed upon this grievance, and, at a meeting held in on 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. 133:

THE DECISION OF THE UMPIRE.

The original grievance of the miners, presented under date of March 3, is based upon the contentions:

First: That under their contract with the company at the time of the award of the Commission they were to receive fifty cents per yard for lifting bottom bone, irrespective of thickness;

Second: That while the bottom bone was thick and the rate of fifty cents (or fifty-five cents) per yard was to the disadvantage of the miner, the contract price was adhered to;

Third: That when the bottom bone became thin, and the price of fifty-five cents was to the advantage of the miner, the company arbitrarily ordered that nothing be paid for lifting bottom bone whenever such bone was less than eight-tenths of a foot in thickness.

During the hearings the representatives of the company admitted that a rule had been promulgated fixing eight-tenths of a foot as a minimum limit of thickness below which no payment would be made to the miner for lifting bottom bone; but the action of the mine fore-

man promulgating this rule was disavowed by the representatives of the company, who stated that the fixing of eight-tenths as a limit was due to a misunderstanding on the part of the foreman, and that the rule was no longer in effect.

This would have disposed of the grievance, had it not been that in setting aside the rule fixing a limit of thickness at eight-tenths of a foot the representatives of the company stated their position to be, that when it was necessary to have bottom bone lifted in order to gain height for the mine car or to provide for the proper grading of the roadbed, the company would order the bone taken up and would pay the rate of fifty-five cents per yard, irrespective of thickness; but that the company would not pay for any bone lifted by the miner unless it was ordered to be taken up by the mine foreman.

This position was not satisfactory to the miners. Their representatives on the Board contended that it was frequently impossible for the miner to avoid taking up bottom bone; and that when compelled by physical conditions to take up the bone he was entitled to the contract rate of fifty-five cents per yard, since the labor was just as onerous when the work had not been specfically ordered as it was when done in conformity with the orders of the foreman.

The two parties to the controversy then joined issue over this new contention, and the grievance remained before the Board of Conciliation in this new form.

The Board of Conciliation seems to have agreed as to the duty of the company under its agreement with the miners to maintain the rate of fifty-five cents per yard, irrespective of thickness, but the Board could not agree over the question of the payment of this rate regardless of whether or not the bone was lifted by the order of the mine foreman.

The position of the representatives of the operators on the Board was that if the mine foreman declined to order the bone taken up the miner should not receive his fifty-five cents per yard, even though he were unable to blast the coal without lifting the bone along with it, or in other words, that the miner was entitled to fifty-five cents per yard for lifting bone only when the work was done by order of the foreman; and it was emphasized that any departure from this position would be demoralizing to the discipline of the mines and would practically

amount to taking the control of the business of the company out of its hands and turning it over to the miners.

The position taken by the representatives of the miners was that so long as the miner actually had to take up and handle the bone, the work entailed on him by lifting the bone was just the same whether the foreman of the company did or did not order it taken up. They further agree that where it was possible for the miner to leave the bone down and escape the extra work he was entitled to no extra compensation if he deliberately took it up.

In the judgment of the Umpire, the position taken by the miner representatives is a fair one and offered a basis for just settlement of this controversy—and one which, if carried out in good faith on both sides, would entirely remove the friction that has arisen from this "give and take agreement."

The contention of the operators' representatives that to direct payment for bone lifted without orders would be tantamount to taking the control of the business out of the hands of the superintendent and turning it over to the miners, is not warranted. There would be some basis for this contention were it proposed for a moment that the taking up or leaving down of bottom bone for which the payment was to be made, were left simply to the discretion of the miner; but it has not been proposed at all to leave the matter to the choice of the miner. The proposition of the miners' representatives simply recognizes the conditions fixed by nature. Where there is a practical choice as to the taking up or leaving down of bottom bone, it is unquestionable that the say shall rest absolutely with the representatives of the company. When there ceases to be any choice, when it is physically impossible to take up the coal, without at the same time lifting and handling the bottom bone, it is unfair to say that the question of payment should depend upon the order of the mine foreman. The miner had no choice as to whether or not to do the extra work; and to insist that he should be paid for work he cannot avoid, cannot be construed into an interference with the right or authority of the mine foreman nor into the taking out of his hands of the control of the affairs of the company; it merely takes out of his hands the power to work an injustice on the miner.

In the judgment of the Umpire, the testimony seems to establish the fact out of which this case has arisen was for a fixed payment per

yard for the lifting of bottom bone, irrespective of its thickness. It is further established that at times the bottom bone ran as high as 2 feet 9 inches in thickness, and for a long period averaged from 22 to 24 inches; that at times the men considered it a hardship on them to receive only fifty-five cents and complained to the foreman of the inadequacy of the rate; that no readjustment of the rate was granted by the company, and that the men continued at that rate expecting a compensating advantage when the bone should become thinner.

Under the agreement of a fixed rate for lifting bottom bone, "whether thick or thin," the men are entitled to the given rate no matter how thin the bone becomes, and the company has no right to discontinue the rate because in its estimation that rate has become absurdly high. In the present case, the company is further bound to maintain the contract rate on the principle of equity and fairness; for it is established by the testimony that for a considerable period the company had the advantageous side of the bargain, and its present disadvantage is merely restoring a compensating equilibrium. It may be perfectly true that the bottom bone has become so thin that the rate of fifty-five cents is too high a rate as compared to the allowances made in other collieries, but on the other hand, by the testimony of the mine foreman himself, fifty-five cents per yard was a meager allowance for the bottom bone when it was only 12 or 14 inches in thickness, and it is clear that at times the bottom bone was considerably more than double this thickness.

The decision of the Umpire is, that whenever the miner cannot avoid taking up the bottom bone along with the coal, he is entitled to the allowance of fifty-five cents per yard for lifting this bone, irrespective of its thickness, and regardless of whether or not the foreman had ordered the bone taken up; but if the miner without orders lifts bottom bone when it could have been left down, he has no claim on the company for the fifty-five cents per yard for said bone.

CHAS. P. NEILL.

Washington, D. C., Oct. 18, 1905.

GRIEVANCE NO. 134.

Discharge of Patcher, G. B. Markle & Co.

To the Board of Conciliation:

Gentlemen: The undersigned respectfully represents:

First: That up to February 15th, 1905, I was employed as a patcher on the top of plane E, No. 4 Colliery of G. B. Markle & Co.

Second: That Assistant Mine Boss Adam Cluck discharged me because I refused to do the work of a driver after I was told by Assistant Superintendent Dunkerly that I would receive no increase in my wages.

Third: The wages of a patcher in April, 1902, was $1.08 per day, and the wages of a single mule driver in April, 1902, was $1.37 per day.

Award two of the Anthracite Coal Strike Commission in the latter part of paragraph four reads as follows: "And that from and after April 1st, 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."

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 further requests that you direct G. B. Markle & Co. to pay the wages in each position as was paid in April, 1902.

Respectfully submitted,

BENJAMIN LEWIS.

ACTION.

Withdrawn.

GRIEVANCE NO. 135.

Employees vs. Silver Brook Coal Co.

SILVER BROOK, PA., April 17th, 1905.

To the Board of Conciliation:

Gentlemen: The undersigned, representing miners and employees of Silver Brook Coal Company of Silver Brook, Pa., respectfully represent:

First: For a number of years and up to November, 1904, contract miners were allowed the privilege to hire their own laborers and their own butty.

Second: About November 1st, 1904, we were confronted with an order prohibiting miners from selecting their own help.

Third: We believe this to be a change of conditions and in violation of the awards of the Commission.

Your petitioners therefore request your honorable Board to take such action as will secure for our constituency the benefit of the conditions relative to the hiring of their own help as prevailed for many years prior to 1902.

Respectfully submitted,

CHARLEY BLUE,
CHARLES O'DONNELL,
RASH SPAIDE,
Committee.

ACTION.

Withdrawn.

GRIEVANCE NO. 136.

Employees vs. Hazle Mountain Coal Company.

HAZLETON, PA., April 17th, 1905.

To the Board of Conciliation:

Gentlemen: The undersigned respectfully represents:

First: That we are employed as firemen at the No. 4 Colliery, operated by the Hazle Mountain Coal Company at Black Ridge, Pa.

Second: That up to March 1st, 1905, we received the sum of fifty ($50) dollars per month for twelve (12) hours' work; we also had an assistant, whose duty it was to wheel out ashes and put in coal.

Third: That commencing with March 1st, 1905, an additional shift was put on, making three shifts of eight (8) hours each, each shift to put in their own coal and put out their ashes; also take care of a pump which is down in the mine, thereby taking from us the assistant.

Fourth: That on Friday, March 31st, we received our checks for the first half of March and discovered that we were two dollars and fifty cents short. We called the attention of Assistant Superintendent Fuller to the shortage. Mr. Fuller replied by saying that was the agreement when the additional shift was put on. This we deny, as we never made such agreement.

Therefore your petitioners request that your honorable Board take such action as will direct the Hazle Mountain Coal Company to restore to us the wages paid prior to March 1st, 1905.

S. B. RADLER.
TILGHMAN DAUBERT.

ACTION.

Withdrawn.

GRIEVANCE NO. 137.

John Gallagher vs. Coxe Bros. & Co., Inc.

To the Board of Conciliation:

The undersigned respectfully represents:

First: That up to March 31st, 1905, I was employed as a driver in Slope No. 1 of Coxe Bros. & Company.

Second: On March 29th I went to Mine Foreman Sheaffer's office and told him that I was short in my time. He told me that I was not and that mine engineer Kudlick had told me not to bother about the time, that I would get no pay for the noon hour until the Board of Conciliation had decided the question, and I told him that the time I was short was not concerning the noon hour.

Third: That on the evening of March 31st Mine Boss Benjamin Sheaffer told me I would have to go contract laboring. I asked him why I had been discriminated against, and in reply Sheaffer said: "Has not Mr. Kudlick told you not to bother about your time?" I told him yes, but the time I was short was not concerning the noon hour. He then said it made no difference, there was nothing else for me.

Fourth: I believe that I am being unjustly discriminated against, which is in violation of the awards of the Anthracite Coal Strike Commission.

Your petitioner therefore requests your honorable Board to take such action as will secure his reinstatement in his former position, and pay for all time worked.

JOHN GALLAGHER.

ACTION.

Withdrawn.

GRIEVANCE NO. 138.

George Rondzik vs. Coxe Bros. & Co., Inc.

To the Board of Conciliation:

Gentlemen: The undersigned respectfully represents:

First: That up to April 22nd I was employed as a miner at the No. 6 Slope, Oneida Colliery, operated by Coxe Brothers & Company.

Second: That on the morning of April 22nd, Mine Boss Kennedy came to my breast and asked me if I was on a committee yesterday. I told him yes. Mr. Kennedy then told my partner to go home, as he had not worked yesterday, meaning Friday, April 21st. He then said I should work the day and he would send me a laborer. After working till about twenty minutes to eleven I went home, because the boss had not sent me a laborer as promised. On my way home I passed the boss' office, and he called me and asked me why I called another man a son-of-a-bitch. I said I never called any man such a name.

Therefore your petitioner requests your honorable Board to take such action as will direct Coxe Brothers & Company to restore to me my former position or one equally as good.

GEORGE RONDZIK.

ACTION.

Withdrawn.

GRIEVANCE NO. 139.

Serafini Brothers vs. Coxe Bros. & Co., Inc.

To the Board of Conciliation:

Gentlemen: The undersigned respectfully represents:

First: That up to April 26th, 1905, we were employed as miners at the Oneida Colliery, operated by Coxe Brothers & Company.

Second: That on the morning of April 26th, 1905, Mine Boss Kennedy called Jacob Serafini and said, "You and your brother are discharged for calling Daniel VanBlargen a scab."

Third: That we most emphatically deny calling Mr. VanBlargen a scab in the manner in which it is usually called.

Fourth: In order that your honorable Board may understand the causes for which we are discharged we make the following statement: Between 10:30 and 11:00 on the evening of Friday, April 21st, we went into the saloon of Mike Satura, Sheppton. There we met Mr. VanBlargen and several others. Mr. VanBlargen asked Jacob Serafini why I did not go to work to-day (Good Friday). By way of a joke I said that any one who worked to-day is a scab. He then jumped from his chair and made a rush for me. Thinking that he was about to do me harm I then prepared to defend myself. While this was going on Abraham Serafini, who is also discharged, was in another room.

Therefore your petitioners request your honorable Board to take such action as will restore us to our former positions.

ABRAHAM SERAFINI.
JACOB SERAFINI.

ACTION.

Withdrawn June 4, 1906.

GRIEVANCE NO. 140.

Edward Melley vs. Lehigh & Wilkes-Barre Coal Co.

To the Board of Conciliation:

Gentlemen: The undersigned respectfully represents:

First: That up to January 21st, 1905, I was employed as a contract miner at the Green Mountain Slope, Colliery No. 5, of the Lehigh & Wilkes-Barre Coal Company.

Second: That on the evening of January 21st I finished my place of work and notified Mine Boss Condy Coll to that effect, also asked him for another chamber. Mine Boss Coll told me that he had no other place and that I had better go and see General Mine Foreman William Davis.

Third: On Monday morning, January 23rd, 1905, I called on Mr. Davis. He said he had nothing just then, but I should call to see him in a few days.

On January 25th I again called on Mr. Davis, at his office, and asked him if there was any prospect for work yet. He said I should go in and look at a job robbing in the East Wharton vein. I went into the mines and was convinced that I was not able to make wages under the conditions which I was told it would have to be worked on, and I reported the same to Mr. Davis upon my return from the place.

Fourth: That on January 31st I resumed work as a contract miner's laborer and continued to work as a laborer up to February 6th, 1905, when the place at which I was laboring stopped.

Fifth: On February 7th I waited on General Mine Foreman Davis and Superintendent Goldsworthy, and asked them if they had any other work, and they both said no, and that I should take the job robbing.

On February 13th I again called on Mine Foreman Davis and Superintendent Goldsworthy and asked them if there was any other work, or chamber, and they said no. I asked them why men who finished their chambers about three weeks after me could receive a new place. Superintendent Goldsworthy said he had no knowledge of the matter.

Sixth: On February 20th Mr. McDanlyn sent word for me to come to work for him. I did not receive the word until Tuesday, February 21st, about noon, and I went to work on Wednesday, 22nd, and Mr. McDanlyn told me that Mine Boss Davis told him he had better not take me, as I was going to start a new slope. I then called on Mine Boss Davis and asked him about this slope, and he said he did not know anything about it, after which I was offered a job as partner with Henry Noss, and Mine Boss Davis told me that I could not have it. I then called on Assistant Superintendent Goldsworthy and General Superintendent Hadesty and asked them why I could not

get work and new men being hired nearly every day. Goldsworthy told me that I had better go some place else and get work.

I believe that I am being unjustly discriminated against, which is in violation of the awards of the Anthracite Coal Strike Commission; therefore,

Your petitioner requests your honorable Board to take such action as will give me the first chance to work.

EDWARD MELLEY.

ACTION.

Withdrawn.

GRIEVANCE NO. 141.

Certain Employees Reliance Colliery vs. P. & R. C. & I. Co.

MT. CARMEL, PA., April 10, 1905.

To the Board of Conciliation.

Gentlemen: The following grievance from the employees of the Reliance Colliery, P. & R. C. & I. Company, is respectfully submitted for your consideration:

A reduction of prices on yardage has been made at above named colliery, and the matter had been taken up by those employed with the foreman, district superintendent, division superintendent, general superintendent, and general manager and no satis faction has been obtained.

At the time this work was started Mr. Carl was foreman, and he made the price, which was as follows:

For chutes, $3.75 per yard.

For headings, $3.75 per yard.

And for manways, $3.75 per yard.

This price per yard was the basis price at that time, the company did not pay the percentage on the gross earnings.

16 per cent., plus 10 per cent., is 26 per cent., adding this 26 per cent. to the $3.75 per yard, makes $4.72 per yard. This was the price with the percentage added that was agreed upon between the foreman and the men at the time of again starting this work. Some time in

November, 1904, this price was reduced to $3.15 per yard for headings and manways, and $4.41 per yard for chutes. The reduction in November, 1904, was in No. 11 Vein, South Dip. In February, 1905, headings were reduced from $4.72 per yard to $3.15 per yard. Other reductions took place in March, 1905, in the No. 10 Vein, South Dip, headings and manways were reduced from $4.72 per yard to $3.15 per yard, chutes were reduced from $4.72 per yard to $4.41 per yard.

When this latter reduction took place we objected and at once took the matter up with the foreman and the superintendents as per above.

The No. 11 Vein, South Dip, has been changed from all yard work to yard and car work. This is equivalent to a reduction of former prices paid.

The No. 10 Vein, South Dip, headings have been reduced from $4.72 per yard to $3.15 per yard.

The No. 9 Vein, South Dip, headings have been reduced from $4.72 per yard to $3.15 per yard.

No. 8 Vein, North Dip, headings have been reduced from $4.41 per yard to $3.15 per yard.

No. 6 Lift, West Gangway, was paid $9.45 per yard, with the percentage added. Reduced to $3.15 per yard and $1.01 per car, and $1.00 for single prop.

On March 3rd, 1905, a committee of two went to Pottsville and had a conference with Superintendent Tasker. Mr. Tasker told the committee to go home and that he would look into the matter and fix it up. A few days after Mr. Tasker came to the mines and looked over the places, and admitted to Mr. John Davis, one of the miners, that the price for manways was $4.72 per yard, but by this time John Davis had already been reduced and continued to work for $3.15 per yard under protest. On April 4th, 1905, Superintendent Brennan of Shamokin sent for the same committee to report to him at Shamokin. The committee left their working places and went to see Mr. Brennan, as per his request, and Mr. Brennan told the committee that those places would be worked as follows:

Gangways, $2.50, plus 26 per cent., or $3.15 per yard.
Chutes, $2.00, plus 26 per cent., or $2.52 per yard.

Headings, $2.00, plus 26 per cent., or $2.52 per yard.
Mine car, 80 cents, plus 26 per cent., or $1.01 per car.

We objected to work for those prices, but will continue to work under protest, therefore present this grievance to the Board of Conciliation for adjustment.

Respectfully submitted,

JOHN DRAPESKY.
JOHN BUDOCK.
EDWARD BECKER.
LINCOLN JOHN.
W. E. COLLINS.
WISTOR TRENKORKI.

ANSWER.

POTTSVILLE, PA., June 26, 1905.

To the Board of Conciliation.

Gentlemen: Replying to Grievance No. 141, regarding rates of wages in certain gangways at Reliance Colliery of this company.

Where reductions have been made, the rates were either higher than ruled in April, 1902, or it was in cases where the work was contracted and opened since April, 1902. Where changes in method of payment have been made it has been done, as it was deemed best to conform strictly to the methods of payment in vogue in April, 1902.

Our Mr. Tasker has not been correctly quoted by Mr. John Davis in the grievance.

Yours respectfully,

W. J. RICHARDS,
General Manager.

ACTION.

POTTSVILLE, PA., Dec. 5, 1905.

Grievance No. 141 withdrawn.

GRIEVANCE NO. 142.

Employees vs. Mary D. Coal Co.

TUSCORORA, PA., June 12th, 1905.

To the Board of Conciliation.

Gentlemen: The following grievance from the employees of Mary D. Colliery is respectfully submitted for your consideration:

We, the employees of the Mary D. Colliery, complain that the prices paid at the said colliery are not the prices that should prevail.

We, the employees, therefore demand that the prices paid by the Philadelphia & Reading Coal & Iron Company be paid us.

(Signed) HENRY WENKER.
CHAS. A. SCHOCK.
ENOCK ZUPKA.
PATRICK BARRETT.
CHAS. MANGLE.
JOHN HUMMEL.
THOMAS PHILLY.

MARY D. COAL COMPANY.

October 25th, 1905.

Conciliation Board, Hazleton, Pa.

Gentlemen: Replying to your communication of September 22nd and copy of grievance dated June 12th, 1905, from employees of Mary D. Coal Company, would say that the Mary D. Coal Company are paying rates of wages carefully prepared after due consideration of units of work now existing at Mary D. Colliery and believe the same are maximum rates that can be paid at this time. The Mary D. Company is willing to pay at all times as high rates of wages as are paid anywhere as equivalent of unit of work done; they therefore request the Board of Conciliation not to sustain grievance of their employees dated June 12th, 1905, received September 24th by the Mary D. Coal Company.

Yours very truly,

MARY D. COAL COMPANY,

J. S. WENTZ, Manager.

ACTION.

WILKES-BARRE, PA., July 22, 1907.

Letter presented in re Grievance No. 142, Employees Mary D. Colliery vs. Mary D. Coal Company. On motion letter was made part of minutes, said letter reading as follows:—"Mr. W. J. Richards, Member Board of Conciliation, Pottsville, Pa. Dear Sir:—I am pleased to advise you that in accordance with your suggestion to Mr. Snyder and I, regarding settlement of rates between the employees and the Mary D. Coal Company, we had two meetings with the committee of employees and yesterday agreed upon a new rate of wages based on the findings of the Conciliation Board relative to Grievance No. 142. Everything is now, we hope, amicably arranged and satisfactory to both parties. Yours truly, G. W. Wilnick, Superintendent."

ACTION.

In re Grievance No. 142, Employees vs. Mary D. Coal Company.

Whereas, The employees of this colliery are not satisfied with the rates now being paid them, which rates have been established subsequent to the award of the Anthracite Coal Strike Commission;

And whereas, The Mary D. Coal Company is a new company in that region and has opened its colliery since the award of the Commission;

And whereas, Both employer and employee have agreed to abide by the award of the Anthracite Coal Strike Commission and refer this case to the Board of Conciliation for adjustment;

Therefore be it resolved, By the Board of Conciliation that the Mary D. Colliery shall pay for day labor the average rates paid for that class of labor at collieries in the region surrounding, operated by parties to the award of the Anthracite Coal Strike Commission, and for contract work they shall pay the average rate per unit of labor performed at the several collieries aforesaid.

And be it further resolved, That the collieries which shall be selected to establish said average rates of wages shall be the Silver Creek Colliery of the Philadelphia & Reading Coal & Iron Company, the Kaska William Colliery of C. M. Dodson & Company and the No.

10 Colliery of the Lehigh Coal & Navigation Company, said collieries belonging to parties who were before the Anthracite Coal Strike Commission and who are now operating under its provisions.

GRIEVANCE NO. 143.

Employees Lincoln Colliery vs. P. & R. C. & I. Company.

TREMONT, PA., July 8, 1905.

To the Board of Conciliation.

Gentlemen: We, the undersigned employees of the Philadelphia & Reading Coal & Iron Co., respectfully state:

That we have been and are employed as coal miners in breasts on the West No. 5 Plane Gangway of the Lincoln Colliery.

That up to and including the first half of July, 1904, the breast work in this gangway was paid for at the price of $1.00 per car, the percentage and the sliding scale.

That in July, 1904, the employees were notified that the price would be 85 cents per car, the percentage and the sliding scale. To this change the employees protested and informed the colliery officials that they would continue at work under the changed conditions pending an adjustment of the grievance.

The ruling of the Conciliation Board in regard to employees first taking up a grievance with the company officials has been complied with, but resulted in no settlement.

We therefore submit this grievance to the Conciliation Board and request that the Board investigate and adjust the grievance by restoring to us the price of $1.00 per car, the percentage and sliding scale and all differences of payment since the change of July, 1904.

(Signed)

GEORGE SCHULER,
ED. CULBERT,
A. MILLER,
JAS. BYLE,
ISAAC HEINBACH,
HARRY SCHNOKE,
M. WENRICH,
WM. DONNELLY,
CHAS. H. NEAL,
HARVEY MARKS,
W. M. MEASE,
F. WOLF,
JOHN W. DONNEGER,
ELIAS ZERBE,
C. SCHAPE,
JOHN DONNELLY,
JACOB MILLER.

ANSWER.

POTTSVILLE, PA., Sept. 27th, 1905.

To the Board of Conciliation.

Gentlemen: Replying to the grievance presented by certain miners in the West No. 5 Plane Gangway at Lincoln Colliery.

The price ruling in the breasts in this vein in April, 1902, was 85 cents per car, plus the proper percentage, and the price now being paid, to which the complainants object, is $1.07 per car, which is the old 85-cent rate, plus the proper percentage.

Yours truly,

W. J. RICHARDS,
General Manager.

ACTION.

Withdrawn.

GRIEVANCE NO. 144.

Certain Employees vs. D. & H. Company.

SCRANTON, PA., September, 1905.

To the Board of Conciliation.

Gentlemen: The undersigned committee, representing the contract miners of the No. 4 Vein of Dickinson Colliery of the D. & H. Company, respectfully present the following grievance for your consideration:

Previous to November, 1903, all the miners opening chambers were paid $22.00 for the same. During the month of November, 1903, a reduction in the rate was made for those opening chambers at that time, the price being $10.45 for the first seven yards instead of $22.00. This reduction we claim was made in violation of the awards of the Anthracite Coal Strike Commission, and we therefore ask that the

Board of Conciliation decide that the former price shall be restored and that we receive such amounts as are due to those as have been compelled to open chambers at the reduced price.

(Signed)

POWELL ZEIGLER,	PETER HAHN,
CARL SMITH,	JAMES ATKINSON,
JOHN HARLAN,	ANDREW KETZKO.

GRIEVANCE NO. 144.

Certain Miners at Dickson Colliery vs. The Delaware & Hudson Company.

THE DECISION OF THE UMPIRE.

The grievance in this case arises out of the fact that previous to November, 1903, in one section of the Dickson Colliery it was the practice in opening chambers to carry them a distance of five yards at a width of 16 feet and then to broaden out, reaching the regular width of 32 feet at the end of seven yards.

In addition to the regular price per car for the coal taken out, the company paid an allowance of $22 extra for the first seven yards the chamber was driven from the gangway. The purpose of this method of opening chambers was to leave an extra large pillar at the opening to support the weight of earth above. The roof to be thus supported grew less and less in thickness until it was no longer deemed necessary to leave so large a pillar and the company changed its practice of opening the chambers narrow and had them opened the full width of 32 feet. The extra allowance of $22 for the first seven yards was taken off, and in place of it a payment of $10.45 was substituted. The miners affected by this change presented a complaint, alleging that a reduction from $22 to $10.45 was a change in rates of payment existing at the time of the award of the Anthracite Coal Strike Commission, and was, therefore, in violation of the terms of that award. A petition was accordingly filed with the Board of Conciliation, asking that the

company be directed to restore the extra allowance of $22 for the first seven yards in opening new chambers, irrespective of their width.

The point at issue here rests upon the question as to what this $22 was paid for.

The contention of the miners is that it was a payment for the extra work necessitated in "opening chambers." The contention of the company is that a part of it was an allowance given for "narrow work," and that when the narrow work was abandoned and the chambers opened full width there was no longer any reason for continuing the allowance.

In the judgment of the Umpire, the contention of the company is the correct one. The representatives of the miners were requested by the Umpire to bring evidence to show that it was the practice anywhere in this colliery to give an allowance for opening chambers when these chambers were opened full width. No such instances were adduced. All cases in which payments were made for opening chambers were cases in which the chambers were opened at less than the regulation width.

It is a common practice throughout the anthracite region to make extra allowance for narrow work, and, in the judgment of the Umpire, these allowances made for "opening chambers" of less than full width were simply instances of this common practice of paying extra for narrow work. The extra payment, therefore, was a specific payment for narrow work and not for opening chambers.

When the company changed its practice and opened the chambers full width, it was entirely proper to discontinue the payment made for narrow work and allow the regular yardage rate allowed in other parts of the chamber. This case is not, therefore, a case in which an existing rate is changed, but is a case in which the particular work for which an allowance was given had ceased, and the allowance was, therefore, discontinued. There was no reduction of an existing rate, and there was, therefore, no violation of the award of the Commission. The grievance is therefore not sustained.

CHAS. P. NEILL.

Washington, D. C., April 11, 1907.

GRIEVANCE NO. 145.

Contract Miners vs. D. & H. Coal Co.

To the Board of Conciliation:

Gentlemen: The undersigned committee, representing the contract miners of the No. 4 vein in the Dickson Colliery of the D. & H. Co., respectfully present the following grievance, and ask for an adjustment of the same in accordance with award of the Anthracite Coal Strike Commission:

We have been subjected to a reduction of 55 cents per yard in the price of cutting top rock from $2.20 to $1.65 per yard. The former price has always been considered the standard for this work at this mine and was paid regularly until November, 1903, when the reduction was made. The reduction at that time only affects a large number. A complaint has been regularly made to the mine foreman and District Superintendent Rose, but the price has not been restored.

We therefore ask that you make an award ordering company to restore the former price, and pay to the miners such differences as have accumulated since the reduction has taken place.

(Signed)

Powell Ziegler,	Peter Hahn.
Karl Smith.	James Atkinson.
John Harland.	Andro Hetzko.

ACTION.

The Board of Conciliation disagreed upon this grievance and, at a meeting held in on 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. 145:

The Decision of the Umpire.

The contention of the company is that the rate of $2.60—afterwards raised to $2.20 by the 10 per cent. advance awarded by the Commission—was made for taking down sandstone above the vein

to make height for the car; that the vein increased in thickness until it was no longer necessary to take down sandstone, but that the upper part of the vein, composed of alternate seams of slate and thin coal—known as blackhead,—had to be taken down for height in place of the original sandstone.

The company contends that when the sandstone upon which the original rate was based disappeared, it was warranted in offering a new contract rate for taking down the new material.

In the judgment of the Umpire this position of the company is sound, and its action in offering a new contract rate was not a violation of the awards of the Commission.

The change from $2.20 to $1.65 was not, properly speaking, a reduction of an existing rate; the sandstone upon which the former rate was based had disappeared and a new contract rate was offered for taking down an admittedly different kind of material. It is a case in which one contract lapsed and a new one was entered into.

The company continues to pay $2.20 wherever sandstone is taken down for height; and if it again becomes necessary to take down sandstone in those sections in which $1.65 is now being paid for taking down blackhead, the rate of $2.20 will again be paid.

The contention of the company is strengthened by the fact that, although the new rate was established in November, 1903, the grievance was not presented to the Conciliation Board until September, 1905.

The testimony of the representative of the company was to the effect that at the time the new contract rate was established a committee from the miners waited on him and after discussion agreed with him that the new rate was warranted by the fact that the sandstone had disappeared, and, although one of the witnesses for the miners denied that they had felt or admitted that the new rate was fair, the representative of the company claims to speak from a memorandum made at the time. The fact that the matter was admittedly discussed with the superintendent and then allowed to drop for two years seems to corroborate the position taken by the representative of the company.

As stated above, in the judgment of the Umpire, when it was no longer necessary to take down sandstone the company was justified

in discontinuing the rate of $2.20 and of offering a new contract rate for taking down the new material that had to be taken down instead of the sandstone.

The grievance is, therefore, not sustained.

CHARLES P. NEILL.

March 23, 1907.

GRIEVANCE NO. 147.

Certain Patchers vs. G. B. Markle & Co.

To the Board of Conciliation:

Gentlemen: We, a committee representing that portion of mule drivers who are driving for patchers' wages of the G. B. Markle Coal Company, respectfully represent:

That we are being forced to drive mules, receiving therefor wages below that which prevailed when the awards of the Commission became effective, and which is now paid to other drivers of the G. B. Markle Coal Company.

That when we were hired by said company we were of the opinion that we were to perform the duty of patchers only. However, we are forced to drive mules and receive but $1.08 per day, which is regular patchers' wages.

We therefore request your honorable Board to take such action as will give us the wages paid for driving mules, or that will prevent us from being discharged in the event that we refuse to drive mules for less than drivers' wages.

(Signed) MICHAEL OFFSAK.
JOHN WELSKO.

ACTION.

The Board of Conciliation disagreed upon this grievance and, at a meeting held in on 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. 147:

THE DECISION OF THE UMPIRE.

This grievance rests upon the contention that certain employees of Markle & Company are called patchers and receive the wages of patchers, when in reality they perform the work of drivers and should receive the wages of drivers.

The testimony in the case deals primarily with the work of Michael Offsak and established the fact that, while Mr. Offshak is rated as a patcher and paid patcher's wages, his principal work consists in driving mules.

The contention of Markle & Company is, in substance, that part of the regular duty of a patcher is to act as assistant to the driver; that Mr. Offshak works under the supervision and direction of another employee who is rated as a driver; that the work of Offsak, at the most, is merely that of an assistant driver; and that, therefore, he is not doing any more than what may properly be required of a patcher.

It is further contended, in substance, that in any event the duties and the compensation of Mr. Offsak are the same as they were at the time of the awards of theAnthracite Strike Commission and that a practice existing at the time of the awards and not changed by anything in them becomes established and legalized and is not subject to revision or change by the Board of Conciliation.

With regard to the first contention, the work of assisting the driver may consist of various degrees of assistance, and it may at any time pass from work that may properly be called assistance to work which, as a matter of fact, consists practically of relieving the driver of his work and responsibility and becoming his substitute rather than his assistant. From the evidence it seems that this latter condition fairly represents the case of Mr. Offsak. The evidence established the fact that he takes the mules from the stables in the morning, drives them all day, and returns them to the stable in the evening. The employee who is rated as a driver and whom Mr. Offsak is said to be assisting is actually engaged as a plane runner and does not, as a matter of fact, at any time handle the mules or the reins. Whatever his nominal title may be, he is not actually the driver, nor is there any force in the argument adduced that he is held responsible as driver.

The question of real responsibility is at bottom determined by the question as to who would suffer the consequences for negligence or for accident. The employee who is in this case rated as the patcher

has the actual charge and the actual handling of the mules at all times, and most of his time is entirely out of sight of the employee styled the driver. Moreover, the so-called patcher has charge of the mules with the full knowledge and consent of the company, and he would unquestionably be the one to suffer discipline or discharge in case of negligence or accident. He is, therefore, in reality not only the actual, but the responsible driver. His duties are those of a driver, irrespective of the title the company may give him. It is true that he also does the work of a patcher. The case is one in which the duties of the driver and of the patcher are practically merged, and it is just as correct to say that Mr. Offshak is a driver doing a patcher's work as it is to say that he is a patcher doing a driver's work.

In the judgment of the Umpire, the testimony establishes the fact that Mr. Offshak is actually a driver doing driver's work and acting as his own patcher. He ought, therefore, more properly to be ranked as a driver than a patcher.

The second contention, that the practice of work of this kind being done by an employee called a patcher and receiving patcher's wages was in effect before the strike of 1902 and thus antedates the awards of the Commission, and, in absence of anything in the awards of the Commission, to the contrary, becomes legalized and fixed if not valid. The Commission did not deal with individuals, but with classes of employees. The awards provide in effect, that patchers as a class and drivers as a class at the respective collieries shall receive the same pay for nine hours as they formerly received for ten; but it does not say, nor can it be fairly implied, that if at the time of these awards a driver was improperly classed as a patcher this condition must continue. If such condition existed at the time of the awards, it is subject to correction without in any way violating their letter or their spirit.

The grievance in this case is presented in the name of a number of employees, who allege that they are mule drivers who are receiving the wages of patchers. The testimony in the case, however, deals almost wholly with the work of Michael Offshak. Since the point at issue is to be determined in each particular case by the actual work the so-called patcher really performs, the Umpire can only decide definitely the case of the particular complainant whose work has been described in the testimony taken before the Board of Conciliation. It follows as a matter of fact, of course, that the decision applies

equally to any of the other complainants whose work is practically the same as that of Mr. Offsak.

The decision of the Umpire is that in the case of Mr. Offsak the work is really that of a driver, and that he is to be paid the wages of a driver.

CHAS. P. NEILL.

March 23, 1907.

GRIEVANCE NO. 148.

W. N. Foose vs. Lehigh Valley Coal Company.

To the Board of Conciliation:

Gentlemen: The undersigned respectfully represents:

First: That up to January 1st, 1906, he was employed as a pumpman at the No. 4 Slope, Derringer Colliery, L. V. Coal Company.

Second: That on Saturday, December 23rd, Mine Boss Ansbach told me that I would have to pump water from Slope No. 6, Gowen, on all idle days and Sundays.

Third: On Sunday, December 24th, after working all night as pumpman in Slope No. 4, Shaft Derringer, I went to Slope No. 6, Gowen, and worked until about four o'clock p. m., then went home, had my supper and returned to work at Slope No. 4, Derringer, and remained on duty until 7 o'clock in the morning of the 25th, then went to Slope No. 6, Gowen, again and pumped the water from that slope, which compelled me to remain on duty until about 3 o'clock p. m., when I went home and had my supper and returned to work about 6 o'clock on the evening of December 25th.

Fourth: On Tuesday, December 26th, I called at the office of General Mine Foreman Dan Sacks and gave him a statement of time I had worked at Slope No. 6 Sunday, December 24th, and Monday, December 25th, and he told me that he could not accept the time, that I would have to see Mr. Barringer of Drifton.

Fifth: On Friday, December 29th, myself and committee called to see Mine Boss Dan Sacks and requested to know if I would be paid additional compensation for the extra work which I had done at Slope No. 6, Gowen, and he told me I would not, that I was expected to do that work in addition to my regular work. This committee then went

to Drifton and called on Superintendent Davis regards the matter, and he told the committee that I would not receive anything extra for that work, and I refused to do the work, or any other work than that which I had done in April, 1902.

Sixth: On Tuesday morning, January 2nd, 1906, after finishing my day's work, I was told by Mine Boss Sacks that I was discharged.

Therefore I would respectfully request that your Board find that the L. V. Coal Company erred in discharging me, and that they be directed to reinstate me, with the benefit of all time lost.

ACTION.

Withdrawn July 6, 1906.

GRIEVANCE NO. 149.

Certain Employees vs. L. V. Coal Company.

To the Board of Conciliation:

Gentlemen: We, the undersigned, were employed as firemen at the Buck Mountain boiler house, Eckley Colliery, Lehigh Valley Coal Company, and since the awards of the Anthracite Coal Strike Commission became effective, April 1st, 1903, we received that part of the award relating to the eight-hour day.

On Saturday, December 16th, we were notified that the eight-hour shifts would be discontinued, that one man would be compelled to work an eleven-hour shift at the same rate of wages per hour as was paid for an eight-hour shift and another a thirteen-hour shift at the rate of 11 cents an hour.

This we believe to be in violation of the awards of the Anthracite Coal Strike Commission and we therefore appeal to you to so decide.

Respectfully submitted,

JOSEPH GASPER.
JOHN BACHISER.
GEORGE ZIPAY.

ACTION.

Wthdrawn July 6th, 1906.

GRIEVANCE NO. 150.

To the Board of Conciliation:

Gentlemen: I, the undersigned, respectfully represent:

That I am employed as a "bottom hitcher" at the Silver Brook Coal Company;

That when the awards of the Commission became effective and for a long period after the rate of wages paid per hour was .1489;

That Superintendent Wrags notified me that I would receive only 14 cents per hour;

This is a reduction that I believe is in violation of the awards of the Commission, and I request such action at your hands as will restore me the rate of .1489 per hour, and the back money due me accordingly.

Respectfully submitted,

(Signed) RABY J. NICHOLS.

ACTION.

Withdrawn June 4, 1906.

Recapitulation of Respondents in Foregoing Grievances.

Philadelphia & Reading Coal & Iron Company	17
Lehigh Valley Coal Company	10
Delaware & Hudson Company	11
Pennsylvania Railroad Company's Collieries	14
Delaware, Lackawanna & Western Railroad Company	2
Pennsylvania Coal Company	11
Lehigh & Wilkes-Barre Coal Company	1
Coxe Bros. & Company, Incorporated	16
Lehigh Coal & Navigation Company	7
G. B. Markle & Company	4
J. S. Wentz & Company	7
Leisenring & Company	5
Estate of A. S. VanWickle	2
Scranton Coal Company	2
Saint Clair Coal Company	2
A. Pardee & Company	1
M. S. Kemmerer & Company	1
Jermyn & Company	1
People's Coal Company	1
Mary D. Coal Company	1
Short Mountain Coal Company	1
Llewellyn Coal Mining Company	1
Slattery Brothers	1
Pine Hill Coal Company	1
Clarence Coal Company	1
Pittston Coal Mining Company	1
Gunton Coal Company	1
Riverside Coal Company	1
North End Coal Company	1
Northern Anthracite Coal Company	1
Employees, Pine Hill Coal Company	1
Employees, Lehigh Valley Coal Company	2
Employees, Pennsylvania Coal Company	1
Employees, West End Coal Company	1
Employees, Rockmen	5
United Mine Workers of America	1
Schuylkill County Operators	5
Withdrawn or Cancelled	8
	150

Recapitulation.

Total Cases Before Board			150
Not Sustained or Withdrawn	74		
Partially Sustained or Compromised	8		
Sustained by Board	11		
Not Sustained—employment recommended	9		
Settled through Influence of Board	14		
Pending before Board	10	126	
Referred to Umpire	24		
Sustained or Partially Sustained by Umpire	4		
Not Sustained by Umpire	16		
Pending before Umpire	4	24	150
Hearings held or action taken within one month	44		
Hearings held or action taken within two months	69		
Hearings held or action taken in longer time	37		150
Sustained or Partially Sustained by Board:			
Within one month	6		
Within two months	5		
Within three months	3		
Within six months	1		
Within nine months (Compromised—Net and Gross Percentages	4	19	
Sustained or Partially Sustained by Umpire:			
Within two months	2		
Within four months	1		
Within seven months	1	4	23

Cases marked withdrawn were withdrawn for different reasons, the chief of these being compromise by parties to grievance, settlement direct, failure of interested parties to appear before the Board to prosecute, complainant quitting employ of company, complainants requesting withdrawal of their cases.