Loyola University Chicago
Loyola eCommons

Master's Theses | Theses and Dissertations

1948

The Settlement of Industrial Disputes: A Study of the Adjudication of Grievances Arising Under the Collective Bargaining Contracts Between the Illinois Coal Operators' Association and District 12, United Mine Workers of America

Lillian M. Banahan
Loyola University Chicago

Follow this and additional works at: https://ecommons.luc.edu/luc_theses

Part of the Social Policy Commons

Recommended Citation

Banahan, Lillian M., "The Settlement of Industrial Disputes: A Study of the Adjudication of Grievances Arising Under the Collective Bargaining Contracts Between the Illinois Coal Operators' Association and District 12, United Mine Workers of America" (1948). *Master's Theses*. 38.
https://ecommons.luc.edu/luc_theses/38

This Thesis is brought to you for free and open access by the Theses and Dissertations at Loyola eCommons. It has been accepted for inclusion in Master's Theses by an authorized administrator of Loyola eCommons. For more information, please contact ecommons@luc.edu.

This work is licensed under a Creative Commons Attribution-Noncommercial-No Derivative Works 3.0 License.
Copyright © 1948 Lillian M. Banahan

THE SETTLEMENT OF INDUSTRIAL DISPUTES:

A study of the adjudication of grievances arising under the collective bargaining contracts between the Illinois Coal Operators' Association and District 12, United Mine Workers of America.

Lillian M. Banahan

Submitted to the Institute of Social Administration, Loyola University, in partial fulfillment of the requirements for the degree of Master of Social Administration.

CHICAGO, ILLINOIS

April, 1948

THE SETTLEMENT OF INDUSTRIAL DISPUTES:

A study of the adjudication of grievances arising under the collective bargaining contracts between the Illinois Coal Operators' Association and District 12, United Mine Workers of America.

Lillian M. Banahan

Submitted to the Institute of Social Administration, Loyola University, in partial fulfillment of the requirements for the degree of Master of Social Administration.

CHICAGO, ILLINOIS

April, 1948

PREFACE

The purpose of this thesis was to analyze the grievance procedure in effect between the Illinois Coal Operators' Association and District 12, United Mine Workers of America. Since, on the question of procedure, there is little written material available, much of this information was obtained through conversations with representatives of both organizations.

Mr. Fred S. Wilkey, Secretary of the Illinois Coal Operators' Association, spent the better part of several days with the writer, describing the method followed in consideration of cases referred to the Joint Group Board. The writer was also permitted free access to the minutes of the meetings of the Board, and to the case files maintained in the office.

Mr. Hugh White, President of District No. 12, U.M.W. of A., together with his fellow officers of the Union, spent several hours one afternoon with the writer further explaining the operation of the grievance machinery. All of this was a necessary addition to the written material available on the subject, and the cooperation of both groups made possible the preparation of this paper.

TABLE OF CONTENTS

Preface		i
I.	Introduction	1
II.	Background of grievance settlement in Illinois	8
III.	Procedure for handling of grievances	16
IV.	Disputes involving rights of management	28
V.	Disputes involving working conditions	43
VI.	Disputes involving wages and hours	54
VII.	A review of the activities of the Arbitrators	67
VIII.	Conclusion	77
Appendix A		86
Appendix B		87
Appendix C		89
Appendix D		91

CHAPTER I

Human activity is divided into two parts, the plan, and the bringing of the plan into being. At times the planning function may be so instinctive as to be unrealized; at other times it is deliberate and detailed. But the best plan may be difficult to put into action, and may fail unless its operation is continually studied, and unless an honest effort is made to uncover its faults.

So it is in the field of industrial relations. A firm may have a highly enlightened personnel policy; or, it may have an employment contract with a union setting forth a liberal wage and the intent of providing favorable working conditions; but the application of the policy and the day-by-day operation under the contract is carried out by men who may have little to do with setting the policy or negotiating the contract. The lower supervisory levels of the business may have little knowledge and no understanding of the policy, or they may have so little authority delegated to them that they are helpless to correct the faults which become evidence as the plan is put into action.

Better foremanship training will reduce disagreements, but some will continue to arise. The disputes between the foreman and the men he supervises concerning the daily application of the contract or

personnel policy are known as grievances. In any industrial organization grievances arise, and each organization has its own method of treating them.

Before industry grew so large and top management became so far removed from the production line the problem was a less difficult one. The employee worked side by side with the employer, or at least, in the same shop with him. If the employee felt that he was entitled to a raise, or if he felt that a particular working condition endangered his safety or imposed an unnecessary hardship, he was able to discuss it with the man whom he knew to have the necessary authority to make a final and binding decision. But as business grew larger the workman had to approach the employer through various intermediaries, and finally, in the present large corporation, the employer became an intangible entity, completely approachable.

Logically the foreman should have been liason officer between his men and top management. "Traditional procedure expected the foreman or supervisor to discover such dissatisfactions and make an appropriate adjustment," said Professor Yoder in <u>Personnel Management and Industrial Relations</u>. "In practice, however, it is now recognized that grievances are in many cases directed at the foreman, that he may be the last person to whom the grievance would be disclosed, and that the appropriate adjustment may require authority somewhat above

the level generally accorded to foremen. Accordingly, modern procedure has established more formal means of handling grievances."[1]

In years past, however, and this remains true in some businesses today, the grievance problem was treated by ignoring its existence. As a result, the workers' dissatisfaction smoldered over a period of years, and then burst forth with violence. An instance of this was the Hart, Schaffner and Marx strike of 1912. Testifying later before a congressional committee, Joseph Schaffner said, "Careful study of the situation has led to the belief that the fundamental cause of the strike was that the workers had no satisfactory channel through which minor grievances, exactions and petty tyrannies of underbosses . . . could be taken up and amicably adjusted. Taken separately, these grievances appear to have been of a minor character. They were, however, allowed to accumulate from month to month and from year to year. The result was that there steadily grew up in the minds of many a feeling of distrust and enmity towards their immediate superiors in position, because they felt that justice was being denied them."[2]

Such industrial explosions have usually resulted in sweeping reforms, but only after a tremendous financial cost to both industry

---

[1] Yoder, Dale, Personnel Management and Industrial Relations, Prentice Hall, 1942, p. 535.

[2] Clothing Workers of Chicago, 1910-1922, The Chicago Joint Board, Amalgamated Clothing Workers of America, 1922.

and labor, and, at times, irremediable loss through bloodshed. Many thinking industrialists have, therefore, reached the same conclusions that the Rt. Hon. MacKenzie King reached in 1919, "A continual adjustment of little things is better than a grand adjustment of many things accumulated over a series of years. The latter usually comes too late."[1]

Along with this danger of industrial strife, the enlightened employer has found further reasons for attempting to keep the labor force contented. It has been found that the worker with an untreated grievance is less efficient than he ideally could be. "It is too much to expect an employee to exhibit enthusiasm in his work when he harbors the conviction that the management is 'Agin' him, that he is being constantly mistreated, that he hasn't received a fair deal."[2] It has also been found that discontent increases turnover, which, in turn, decreases the efficiency of the industrial operation.

The Western Electric Company in Chicago has carried on extensive research in this field. The solution which they reached was the employer counsellor system, which provides periodical interviews for the worker with representatives of the personnel department trained

---

[1] King, W.L. MacKenzie, Industry and Humanity, Houghton, 1918.

[2] Yoder, Dale, op. cit., p. 535.

to provide a sympathetic audience. This group works closely with the operating departments in an attempt to cure those faults uncovered during discussions with individual workers. Other firms have adopted this system in a modified form.

For many years, some firms have used the employee suggestion plan which became so widespread during the last war; or, where collective bargaining exists, the union may act on behalf of the employees in bringing grievances to management's attention, and securing an adjustment. Formal machinery is frequently provided by the contract for the adjudication of disputes arising under the contract. It is with this method of treating grievances that this paper is concerned.

Since the presentation of grievances is one of the functions which daily make the worker aware of the union's value to him, it is naturally a function of which the union is jealous. The National Labor Relations Act formerly provided, "That any individual employee or a group of employees shall have the right at any time to present grievances to their employer." By virtue of this section of the Act, some employers, after entering into a collective bargaining agreement with a union, providing for the adjudication of grievances, set up other machinery, independent of that provided by the contract,

[1] National Labor Relations Act, July 5, 1935, c. 372, Sec. 16, 49 Stat. 457, Sec. 9 (a).

for the direct presentation of grievances. In some cases, the National Labor Relations Board held this to be an unfair labor practice, tending "to nullify the beneficial effect of the collective agreement."[1] The courts, however, found the provision of means for the direct presentation of grievances was permissible, and that notice to the bargaining representative of the consideration of such grievance need not be given unless expressly provided by the contract.[2]

The 1947 amendment to the National Labor Relations Act is more explicit on this subject. It provides "That any individual employee or a group of employees shall have the right at any time to present grievances to their employer and to have such grievances adjusted, without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with the terms of a collective-bargaining contract or agreement then in effect: Provided further, That the bargaining representative has been given opportunity to be present at such adjustment."[3] This precludes the complete exclusion of the bargaining representative from the presentation of grievances.

---

[1] N.L.R.B. vs. North American Aviation Inc.; 136 Fed. (2d) 898.

[2] Hughes Tool Co. vs. N.L.R.B.; 147 Fed. (2d) 69.

[3] Labor Management Relations Act, 1947, 29 U.S.C.A. 159(A).

One of the oldest systems for the determination of industrial controversies is that in use in the coal mining industry in Illinois. This paper is an attempt to analyze the system provided by the contract between the United Mine Workers of America, District 12, and the Illinois Coal Operators' Association, with particular attention to its operation since 1928.

CHAPTER II

When coal deposits were found in this country and development began, about a century ago, immigrants from the coal mining areas of Great Britain swarmed into the new mines. They brought with them a tradition of unionism, and so, early attempts were made to organize the United States mines. By 1861, a national organization, the American Miners' Association, was formed, spearheaded by miners from Southern Illinois, and a national convention was held in St. Louis. Early attempts at national organization were comparatively unsuccessful due to management opposition and to intense factionalism.

In 1890, however, the United Mine Workers of America was established, uniting members of the opposing factions. Prior organization activities in Illinois had left a nucleus of union-minded miners, and this nucleus accelerated the growth of the United Mine Workers of America in this state, which by 1898 had become so strongly organized that the coal operators united to bargain with them. The first contract signed by the two associations was reached in a joint convention of the Illinois Coal Operators Association and the United Mine Workers of Illinois, held in Springfield, Illinois, March 1 to 10, 1899. The scope of this agreement was extremely limited, but in 1900 a more elaborate contract was drafted and approved by these groups.

A method for the settlement of disputes between the pit boss and any of the members of the United Mine Workers of America working in or around the mine, arising out of the contract, was established.[1] A pit committee, the mining equivalent of the grievance committee, was to be established by the union at each of the mines covered by the contract. A miner with a grievance was to bring it to the attention of the pit committee, who, with the president of the local, were empowered to adjust it with the pit boss. In the event of disagreement between the union representatives and the management representative at this level, the dispute was to be referred to successively higher officials of the company and of the union; in the final stage it was to be referred in writing to the officials of the company and the state officials of the U.M.W. of A. for adjustment.

This agreement required the miners to remain at work until a final disposition of the dispute had been made. If any miner ceased work as a result of a grievance, without having followed the above procedure for settlement, the pit committee was to provide a replacement, who would receive twenty-five cents per day above the scale rate.

It also provided that a discharged miner who believed he had been unjustly treated could resort to the grievance machinery, and if he

---

[1] See Appendix A for the text of the 1900-1901 agreement pertaining to the settlement of disputes.

proved his case, be reinstated with compensation for the time lost. However, if a final decision of his case was not reached within five days no compensation need be paid by the company.

The following year, some revisions were made. Section 13 of the contract of 1901 expressly affirmed the authority of the mine management in connection with the direction of the working force. It also made clear that the authority of the pit committee extended only to grievances referred to it by individual miners or by the company, and that the committee could not, on its own motion, originate grievances.[1]

The method of settlement of disputes provided by this contract was lauded by the commissioner of the Illinois Coal Operators' Association in several published addresses. At one time, he explained the reason for its creation in the following language: "With scarcely an exception, every strike that has taken place in our time, even where there has been bloodshed and destruction of property, has finally, been settled in friendly council. Our plan is to prevent these senseless and costly strikes, and the many differences and disputes arising between master and men, which seem to place them in the attitude of enemies to each other, . . . by meeting in friendly council, where we try self-control long enough to enable us to say: 'Come, let us reason together'."[2]

---

[1] See Appendix B for the text of Section 13 of this contract.

[2] Justi, Herman, Conciliation and Arbitration in the Coal Industry, The Illinois Coal Operators' Association, 1901.

Whether the officers of the Illinois Coal Operators' Association had difficulty in enforcing such "self-control" upon the mine operators is not recorded in any of the existing records of this group. There is, however, evidence that the miners did not look with favor upon the adjudication machinery, and that, jealous of their right to take "independent action", they refused to submit some disputes under the contractual procedure. As late as the 1918 convention of the U.M.W. of A., an official of the union, addressing the delegates, felt constrained to say, "The Illinois miners have the same right to strike now that they always had . . . If there is ever a time when it is necessary to strike the mines of Illinois and the case is presented properly to your district officers we will stick to the men." [1]

To restrain the men from resorting to independent action, the contract was later amended to provide for penalties to be automatically checked of the pay of miners guilty of unlawful work stoppages. Such funds checked off were to be divided equally between the union and the operators; if the fined were arbitrary or unfair, the individuals concerned could request restitution through the regular grievance procedure.

In 1908 the contract was revised to detail the manner in which the state officials were to consider cases referred to them. The referral

---

[1] Bloch, Louis, Labor Agreements in Coal Mines, Russell Sage Foundation, 1931, p.

was required to include a written statement of the evidence gathered during earlier hearings, together with the names of witnesses who would testify to these facts. A date was then set, at which time the state officials heard all witnesses presented by the local representatives of the parties concerned; within a reasonable time thereafter a decision was to be rendered in writing, and was to provide precedent for future cases, unless the decision expressly provided that it was not binding upon future cases. [1]

Later changes in this clause permitted, in the failure of the state officials to reach a decision, that, with the agreement of the parties the case could be submitted to a board of arbitration, to be composed of one union man, one company man, and an independent member. The independent member of the board was to be paid on a per diem basis, jointly by the union and the operators.

While these alterations were being made in the grievance procedure, other changes improving wages and working conditions were being made. These improvements were spurred on by the First World War, and further gains were made as a result of the Coal Strike following the War. Illinois was not the only District in which conditions among the miners were improved, but in some areas the miners were unsuccessful in organizing and wages remained low; in normal business years, coal from unorganized regions competed with Illinois coal.

---

[1] See Appendix C for the language of Section 13(b) of the 1908 contract.

Over a period of years devices were invented which would permit the mining of coal with the use of less manpower. Their introduction into Illinois mines was opposed by the union, on the grounds that their use would result in the displacement of thousands of miners. To discourage the use of machines the wage differential insisted upon by the union was highly favorable to hand-mined coal. During the First World War when Illinois mines were producing at their peak rate, only limited use was made of new machinery.

The War had expanded the productive capacity of all United States coal mines, but in the post-war years the demand for coal dropped below the peak of 1917 and 1918. The result of this was that coal produced in the unorganized mines of the South and in the mechanized mines of other districts entered markets which had in the past belonged to the middle-western states. Under the existing wage scale it became impossible for the Illinois operators to sell their coal at a profit.

Labor conditions in mines throughout the country became chaotic in 1926 and 1927, with man operators repudiating existing contracts. In 1928 it was necessary for District 12 of the U.M.W. of A. to accept a contract providing for a decrease in wages and the negotiation of a new machine differential, more favorable to machine-mined coal.

In 1928, the contract being signed late in the year, only 13.3 percent of the coal mined in Illinois was mechanically loaded; in

1929, 33 percent was mechanically loaded, and by 1935, this figure was increased to 55.3 percent.[1] The number of men employed in the mines in 1928 was 64,266, in 1929 it was 56,725, and in 1935, 43,748. The ratio of coal mechanically loaded increased approximately 325 percent in seven years, while the number of men employed in the mines decreased about thirty percent.

Mine employment, however, had already decreased more than 33 1/3 percent below the top employment figure of 1923, when in 1928, mechanization commenced. Nor does this fact disclose the full gravity of the problem, for, in 1923, the mines had employed 99,714 men, all of whom worked on the 158 days the mines were in operation. But the 64,266 men on the payroll in 1928 shared the 156 days work available under a division of work plan approved by the union and designed to reduce complete unemployment among the miners.

Since 1928, there has been annually a decrease in the number of men employed in the mines, and this annual decrease continued during the so-called "boom" years of the Second World War. This is chiefly due to mechanization, but partly due to the fact that, faced with the impossibility of producing coal at a profit, some miners have "gone down", or closed, each year. One local of the U.M.W. of A. loses an average of 135 members a year as a result of mechanization.

---

[1] The figures on mine production and employment used throughout this paper are taken from reports published by the U.S. Bureau of Mines. Until 1931, the report was entitled Mineral Resources, and since then Mineral Yearbook.

This is the burden under which the mining industry in Illinois has operated since World War I, at all times having more men available to work than the industry could absorb. The introduction of new processes, the reduction in the working force, the division of work among men needing work, all have caused disputes between individual miners and their immediate superiors in the mines. Such controversies have usually been decided by the procedure provided by the labor contracts entered into by the miners and the management. Without such a procedure, many of the disputes would probably have resulted in industrial warfare.

When mechanization of the Illinois mines was accelerated in 1928, it was feared that the grievance procedure could be used to delay the introduction of new methods, by the application of precedents established in hand-loading days. The contract was, therefore, amended to state that each case was to be decided on its merits, and that past cases were to furnish no precedent for future actions.

The contract was further amended to provide, for the first time, for the services of a permanent arbitrator. Since 1928, there have been few changes in the grievance system, and those have been of a very minor nature.[1]

---

[1] See Appendix D for Section 15 of the 1943-45 contract.

CHAPTER III

Today, as in the past, the foundation of the grievance machinery is the pit committee. This committee is composed of three men, employed in the mine in which they are to serve, who are elected for a one-year term. They remain mine employees, and serve in their official capacity on a part-time basis. If a dispute arises at the mine while a committee member is working, he may obtain his supervisor's permission to leave his place for a short time, if necessary. Should this occur he is paid for this time by the company; his ordinary grievance services, however, are compensated by the union.

Being elected officials, the committeemen are particularly sensitive to the wishes of the miner. This means that even though the pit committee does not believe that the miner's complaint is justified, it may nevertheless present the grievance if the miner is insistent. This has the effect of delaying the handling of justified grievances, by overburdening the system, but may furnish a desirable escape-valve for mine discontent.

The membership of the committee is restricted by the contract to three, except that, when the night boss has the right to hire and discharge, the committee may have a night member to represent the miners during that shift. The committee members have no right to

originate grievances, and may not go around the mine, in discharge of its duties, unless called upon by the pit boss or a miner to settle a grievance. Should a committeeman fail to advise against a shutdown of the mine in violation of the contract, he may be deposed, and to accomplish this, the company may resort to the grievance machinery.

Since the committee members are employees of the mine in which they serve, a miner with a grievance may bring it to their attention at the mine. On the other hand, such complaints are frequently made in an informal manner by calling on the committee member at his home. The committeeman to whom a grievance is presented will attempt to get all the facts, and then, in the company of the other members and the president of the local union, will call upon the pit boss.

In minor matters a decision may be reached in an informal discussion at this point; in more serious matters both the committee and the pit boss will make a complete investigation before attempting to arrive at a settlement. There are no records made of cases settled below the level of the Joint Group Board, and therefore there is no way of making an accurate appraisal of the total number of grievances arising in the mines; however, it is believed that by far the majority of the cases are disposed of in this first informal step.

If the attempt to settle the case at this point is unsuccessful, the case is referred to the Operators' Commissioner and the Miners'

District Executive Board Member. The former is an employee of the Illinois Coal Operators' Association, and the latter an official of the U.M.W. of A., District 12; it is these men who handle the second step in the adjudication of disputes.

The procedure at this level is more formal, and a complete hearing is held. The pit committee and the pit boss are notified of the time set for the hearing, and each is given an opportunity to present all necessary witnesses; a stenographer makes a record of the proceedings.

Before any witness is heard, the commissioner and board member agree upon a caption for the case. This is a brief and concise statement of the demand of the complaintant, and through the various adjudication processes remaining, the case retains this caption.

The complaintant is heard first; in his own words, he describes the happenings which gave rise to his grievance. After his statement is concluded, any one present at the hearing may question him to bring out other facts. The witnesses presented by the union are then heard in turn, and in the same manner, each making a statement, and then being questioned; in turn the pit boss, or other company representatives are heard and questioned. If additional facts come to light, or to clear up an obscure point, any witness previously heard may be questioned at any time during the hearing. The witnesses having concluded, a union man sums up the case for the miners, and a company man sums up the case for the operator.

An illustration of how a case may be handled at this level is found in the grievance set out below.

In December, 1940, a number of the miners at an Illinois mine complained to the pit committee that the night boss was doing work for which a scale was provided by contract. Section 2 of the contract provided "No scale of wages shall be made by the United Mine Workers of America for the mine managers, mine manager's assistant or assistants, top foreman, company weighman, boss driver, night boss, head machinist, head boilermaker, head carpenter, head electrician and watchmen." It further provided: "Where assistants regularly do work for which a scale is made, except in an emergency where members of the U.M.W. of A. are not available, they shall be deposed."

In February of 1940, similar charges had been preferred against this man, and it was agreed, at that time, that a repetition would mean discharge. They were now unable, however, to persuade the pit boss to accede to their wishes, and so the case was referred to the Board Member and the Operators' Commissioner. A hearing was set for January 7, 1941, at the mine offices, and each side arranged to have witnesses present.

A night motorman was Witness No. 1. He made the following statement: "Well, for one thing, he has been running that compressor down there, putting empties over the nigger, starting the pumps, pumping the sump dry, and switching material on the bottom. That was on the night of the 5th last month, if I am not mistaken. Another time he pushed some loads

with the motor so that I could get in with some material. Quite a few times I have noticed him helping loads from one side of the bottom to the other."

A member of the Mine Committee then asked Witness No. 1 this question: "On this night that he pulled those loads by you, did you tell him to?" Answer: "No."

Witness No. 2 made the following statement: "I have seen him switch material on the bottom with the motor. That is all I have seen him do since we have had the other case."

The mine committeeman then asked this question, "The other case that is involved was where there was a scale of wages made for." Answer: "Yes."

The following statement was made by Witness No. 3: "Since I have been on the night shift, all I have seen him do was start the compressor on the bottom and the pump and run empties over the nigger and pull rock with the motor." The miners' board member asked this question, "Can you name approximately the dates that you saw this man do this work?" Answer: "It was on the night of December 4, 1940." Question: "Any other dates?" Answer: "I couldn't tell you this other date. I don't remember it." Question: "Do you know about what month?" Answer: "It was in December 1940." Question: "All this work?" Answer: "I have seen him do it occasionally since then."

Witness No. 4 testified in the following manner: "He was helping me block empties and couple. He was hoisting rock. I have seen him switch

empties with the motor several times." This question was asked by the board member: "Can you give about the approximate dates that you saw this boss working?" Answer: "It was in December, 1940. I don't know exactly the dates."

The mine committeeman then recalled Witness No. 2 and asked the following question: "Do you remember what dates it was that you saw this man perform this work?" Answer: "December 5, in the night."

The mine committeeman then summarized the miners' case in the following manner: "We are asking for the removal of this night boss for regularly working and doing work that a scale of wages is made for as per state agreement and a former decision, February 16, 1940 agreed upon by the Board Member and the Operators' Commissioner. This man was tried on this date and was agreed upon jointly that this man be discharged if he was caught and proven doing any work that a scale of wages is made for."

The Mine Superintendent then asked the night boss concerned the following question: "Have you done any work that there was a scale of wages for since this case has been tried?" Answer: "No." Question: "These charges that these men have brought against you here for running motor, running pump, switching cars, and starting compressor, have you done this work since the last case has been handled?" Answer: "No."

The night boss then made the following statement: "I would like to say that I have never done any work that a scale of wages is made for.

What I have been accused to have done has been to show 'green' men how to do their work."

The Mine Committeeman then asked Witness No. 2 this question: "On the night of December 7, didn't George Smith tell you and myself that he was doing this work but he was going to discontinue it?" Answer: "That is what he said."

The Board Member then asked this question of Witness No. 3, 2, 4, and 1 respectively: "At the time that you saw Mr. Smith performing this work, was he learning someone to run a motor, etc." Answered No. 3: "Not while he was around on the bottom." No. 2, "I have been riding trips since 1930 and I don't need anyone to show me how to run a motor or ride trips." No. 4, "In the case of blocking empties he was showing me, but as far as showing me anything about the motor, he was not showing me." No. 1, "The night that he pushed the loads up in the South for me, he was on my own motor and my buddy was riding trips and there should have been another man there to do the work besides the boss." [1]

After completion of the hearing, the record is typed by the stenographer and reviewed by the commissioner and the board member. They may decide the case in favor of the miners, they may reject the miners' claim,

---

[1] Minutes of Meetings of the Joint Group Board Held at Chicago, Illinois to jointly consider disputes and to interpret the Wage Contract between the United Mine Workers District No. 12 and Members of Illinois Coal Operators' Association, Bulletin #56, P.1, Case No. 2826.

or they may make a compromise decision, and any such decision is binding on the parties. If unable to agree, however, they are required to submit the case to the Joint Group Board. A copy of the evidence is prepared under the caption previously agreed upon and is signed by both officials; this is then sent to the office of the Joint Group Board in Chicago.

When received, a number is assigned to the case, and a short face sheet, showing the number, the company and the mine from which the complaint originated, and the caption, is prepared, a copy being attached to the referral, and a copy being sent to the Union offices for their information. The case file is retained in the offices here, filed numerically by docket number. When thirty-five or forty cases have accumulated, enough to occupy the Joint Group Board during a three-day session, a date is set for the meeting, which is held in Chicago in the offices of the operators' association.

The conference room used by the Board is on the fourteenth floor of the Bell Building, at 307 North Michigan Avenue. It is a large, light room, from the east windows of which, the Illinois Central Railroad tracks and the lake-front can be seen. On all sides of the room, the walls are filled with pictures of past and present union and association officers, and of the permanent arbitrators. A long conference table surrounded by comfortable chairs is in the middle of the room, and additional chairs are against the wall around the room. During meetings of the Board, the representatives of the miners sit on the left side of the

table, and representatives of the operators sit on the right side. The arbitrator, while in the room, does not sit with the group at the conference table, but sits apart from them.

Before the meeting, a docket of the cases to be considered has been prepared and a copy sent to each person who is to be present. This docket shows the name of the company involved, and the mine in which the case originated; it also shows the docket number and the caption of each of the cases. This preparatory work is done by the secretary of the Association who is also the secretary of the Joint Group Board.

The meeting is attended by all District Executive Board Members and all Operators' Commissioner, the District President, the Labor Commissioner, the Secretary of the Association, and the Arbitrator. The District President and Association Secretary are immediately installed as chairman and secretary of the meeting respectively.

The secretary then reads the evidence presented to the Board in the first case on the docket; additional copies of the evidence are furnished to the labor commissioner and the District president, so that they may follow the text while it is being read. The Executive Board Member who referred the case then leads the discussion presenting the miners' claim; he is followed by the assistant commissioner who performs the same office for the company. Either party may then make one or more rebuttals, and any one present, except the arbitrator, may participate in the discussion or ask any questions. When the discussion has been

concluded, a motion is made by one of the parties, usually a motion by the board member that the miners' claim be allowed. All motions are decided by unit vote, the District president, voting for the union, and the labor commissioner for the company. Several motions may be made and rejected before an agreement is reached.

If unable to agree, one or the other of the parties will move that the case be submitted to the arbitrator; this motion is usually carried, but there are instances in which either the company or the union rejects arbitration. If arbitration is rejected, there is nothing more that the Joint Group Board can do. If, however, arbitration is approved, the arbitrator may then question anyone present to clarify the issues and bring out other facts, before taking the case under advisement.

At any time prior to the rendering of a decision by the Board, the complaining member may withdraw a case. When, as frequently happens, a case is settled at the mine after referral, but before a meeting of the Board, no record of the withdrawal is published in the minutes of the meetings. If, however, the case is not withdrawn until the meeting is in session, a record is made of the withdrawal.

After discussing a case the Joint Group Board may take one of seven actions in regard to it: 1, the claim may be denied; 2, the claim may be allowed in full or in part; 3, the case may be referred to a commission with power to act, or; 4, to a fact-finding commission after the

applicable principle has been decided; 5, the case may be withdrawn by the complainant; 6, it may be deferred to a future date; or 7, it may be referred to the arbitrator.

Since 1928, the Joint Group Board has denied the miners' claim in 610 cases, has allowed it in whole or in part in 700 cases, has referred 555 cases to a commission with power to act, has referred 40 cases to a fact-finding commission, has deferred decision in 272 cases, and has referred 464 cases to arbitration; 281 cases have been withdrawn by the complainant.

In grievance cases originated by the company, the Board has allowed the claim in 66 cases, has denied it in 14 cases, has deferred 53 cases, has referred 5 cases to arbitration, has referred 17 cases to commissions with power to act; 27 cases have been withdrawn by the company.

The causes of grievances vary widely. During the 76 meetings of the Joint Group Board held between 1928 and 1947, 2699 cases were considered. Almost 47% were disputes over pay; but the issues involved differed from case to case. Some were caused by a difference of opinion between the miner and boss as to how his job should be classified; some were requests for overtime pay because a group of miners, leaving for the day, were delayed some time due to the mantrip being late; when vacation payments were first provided by contract, a mass of cases went up to the Board to determine who was entitled to the vacation payment.

The Union requested reinstatement of discharged workers in 262 cases; 533 cases arose out of the division of work at the mines, and in 100 cases, the miners claimed jurisdiction over some work done by non-union employees. There were 448 unclassified cases, arising out of matters so different as the fact that the miners' clothing left in the washhouse became wet when it rained, due to a leaky roof, and the fact that the company was charging the miners the regular retail price for house coal. The following chapters discuss the Joint Group Board cases in greater detail.

CHAPTER IV

When the 1928 contract was signed, all precedents previously established for the settlement of cases were abandoned; it was obvious, however, that new precedents would have to be established in order to provide uniformity in the decisions of the Board, and to give the lower levels of the grievance machinery some standard by which cases could be settled without referral to the Board. In some matters, the decisions of the Board have varied to some extent over the years; in others, the opinion of the Board has remained constant.

One basic problem on which there has been complete uniformity is the so-called "wildcat strike". From the beginning, the representatives of both union and management have refused to condone by-passing the grievance machinery by resorting to unauthorized strikes. On February 20, 1929, the Board had on its docket a case involving a request for additional payment which had come up from a mine which had since gone out on strike over a different dispute. The minutes of this meeting provide the following report on the case:

> "Wherein motormen are asking company to continue to pay them 73¢ per day as a bonus, claiming this has been paid them at the mine for many years.
>
> "Motion made and carried that inasmuch as this mine

> is on strike at this time, this Joint Board will not handle the case until after the mine is again placed in operation."[1]

Since that decision the Board has consistently refused to consider any case involving a mine which at the time of the meeting of the Board is on strike.[2]

The 1928 contract, and all subsequent contracts in this District, provided for the checking off of fines which could be imposed on any miner or groups of miners who left their jobs without authorization in violation of the contract. In order to avoid abuses of this clause the company was required to appeal to the Board for a finding that the action of the miners was a violation of the contract. At the first meeting of the Board under the 1928 contract, October 19, 1928, such an appeal was made.

> "The company claimed the men violated the agreement on September 17th when the miners refused to work, claiming they did not have official notice with reference to working under the new agreement.
>
> "It was moved, seconded and carried: 'That because of the confusion prevailing at that time as to whether or not the agreement had been adopted, the penalty be not applied in this case.'"[3]

---

[1] Ibid, Bulletin No. 4, p.13, Case No. 404.

[2] During the factional disagreements within the union in the early thirties, the Board refused to consider any case referred by a local not in good standing in the District.

[3] Ibid, Bulletin No. 1, p.3, Case No. 1137.

On January 28, 1929, the Board was again called upon to consider a case of this type, and made a finding in favor of the company:

> "Wherein the company claims that the men violated Section 15, Paragraph "B" of the State Agreement by throwing the mine idle on October 2, 1928.
>
> "It is agreed that the claim of the company be allowed." [1]

It was also provided by the contract that if the miners felt that the fines were unjustly imposed, they could appeal to the Joint Group Board for restitution. In the instance cited just above, such action was taken by the miners and came before the Board on November 20, 1929:

> "Wherein all employees at this mine ask for a blanket refund of all fines assessed against and collected from them for violation of contract on October 2, 1928 in case 206. See Bulletin 3, page 20.
>
> "This case is withdrawn by the miners." [2]

During the early years of its operation, the Joint Group Board, as presently constituted, almost invariably voted for the imposition of the penalty for "wildcat" strikes. Gradually, however, there came a softening of this attitude; in recent years the Board, while finding that the miners had violated the contract, voted for a suspension of the fines, as is illustrated by the following case, decided on February 26, 1946.

> "Wherein the Company demands that the Miners employed at this mine who failed to work on the night shift of

---

[1] Ibid, Bulletin No. 3, p.20, Case No. 206.

[2] Ibid, Bulletin No. 10, p.16, Case No. 982.

> January 8, 9, 10, & 11, 1946, be fined in accordance with the State Agreement for violation of Sec. 21, Par. (b) and Sec. 21, Par. (d), also that case No. 3645 be reopened and collection of the fine in that case be authorized.
>
> "As a settlement of this case we agree that the fines demanded by the company will be abated, but that if a wildcat occurs at this mine during the future life of the present agreement the penalties for January 7, 8, 9, 10 and 11, 1946 will be automatically collected." [1]

The National Bituminous Coal Wage Agreement of 1947, which is in effect at this time, provides with respect to District Agreements: "Prior practice and custom not in conflict with this Agreement may be continued, but any provisions in District or Local Agreements providing for the levying, assessing or collecting of fines or providing for "no strike", "indemnity" or "guarantee" clauses or provisions are hereby expressly repealed and shall not be applicable during the term of this Agreement." For the time being, therefore, the Board is not called upon to settle any such cases.

During the period since 1928 the contract has always provided for the deposal of any pit committeeman or local president who failed to attempt to prevent any "wildcat" strike of which he had knowledge, or who attempted to usurp powers not granted him by the contract. On October 19, 1928, the Board considered its first case on this point:

> "The company asked that the pit committee be deposed for interfering with reference to an attempt on the

[1] Ibid, Bulletin No. 72, p.1, Case No. 3675.

> part of the company to have men drilling, shooting and snubbing start work one hour after the regular starting time of the mine.
>
> "It was moved, seconded and carried: 'That this case be dropped for the reason that there are extenuating circumstances surrounding the case in view of the fact that the infraction of the contract occurred but two days after the adoption of the new agreement, which was not fully understood, and with the understanding that in the future this committee must comply with the provisions of the joint agreement and not interfere with the contract right of the management to direct the working force.'" [1]

On January 9, 1929, another deposal case was considered by the Board:

> "Wherein the company asked that local president and committeeman be deposed for violation of contract on November 3, 1928.
>
> "It was agreed that this case be referred to a commission of one on each side with power to act."

On April 22, 1929 the commission reached the following decision:

> "After going over the evidence in this case we agree that local president and mine committeemen be deposed during the life of the joint contract, for the reason the evidence shows that they failed to advise against the shutdown at this mine." [2]

In a case involving the discharge of the members of the pit committee, as well as two miners, due to a wildcat strike, the arbitrator reviewed the question at some length:

---

[1] Ibid, Bulletin No. 1, p.2, Case No. 1135.

[2] Ibid, Bulletin No. 7, p.39, Case No. 261.

"A wage agreement, for a specified length of time, is the greatest safeguard that the mine workers can have against encroachments on their wages, brought about by competitive conditions in the coal trade, or by some selfish operator, who seeks, in that way, to secure an advantage over his competitors. . . The labor cost of producing coal is from 70 to 85 per cent, depending upon the location and the physical condition of the mines. Under these circumstances the natural impulse of the coal operator is to seek retrenchment in the wage rate, which is his largest item of expense, when competition in the market becomes too keen. When he does reduce wages his competitors follow in his footsteps and he is no better off than he was before the wages were reduced. When wages are reduced to meet competition, selling prices are reduced for the same reason, until there is nothing left to the industry but starvation wages for the miners and inevitable loss to the operators. . . A wage contract, for a definite period of time, is a restraining influence upon the operators against any reduction in wages for the time specified. It is an offset to the pressure of competition they have to meet. It waves them from themselves, and, in so doing, acts as a protection to the mine workers.

"The miners are vitally interested in the creation and faithful maintenance of wage agreements. . .

"A time contract for wages and working conditions is the great stabilizer in a basic industry. Any man, or group of men, that, by peaceful

persuasion, induces a local union to strike, during the period of such contract, or that, by coercive methods, works upon the fears of the members until it is compelled to do so, is a menace to the welfare of every man in the industry, and is not entitled to the protection of either organization, nor the joint movement. . .

"The action taken by the local union was arbitrary, unwise, unwarranted by the laws of the United Mine Workers, and a violation of the joint agreement between the Illinois Operators and Miners, to the making of which the local union was a party. It was an illegal, wildcat strike. The pit committee were not within their rights under the contract in going into the mines to attempt to put it into effect." [1] The claim for reinstatement was denied.

Conversely the miners have the right to ask for the removal of any boss who consistently does work for which a scale of wages is provided by the contract. Their exercise of this right will be discussed in a following chapter. Frequently, removal cases brought by either side are settled on a trading basis. They are deferred by the Board while tempers have an opportunity to cool, and then are withdrawn by the complaining member in exchange for a favorable settlement of another case.

The Board has been consistent in affirming the contractual and traditional right of the company to direct the working force. Many questions

---

[1] Ibid, Bulletin No. 21, P. 30, Case No. 1504, Decision No. 45.

have arisen involving this right, one of the first of which was considered on November 15, 1928:

> "Wherein the miners ask that machine men be allowed to use their own judgment in cutting bottoms on account of impurities near the bottom of the seam, etc.
>
> "It was moved, seconded and carried that the claim of the miners be denied for the reason that the direction of the working force is vested in the management and this right shall not be abridged." [1]

On June 18, 1930, another case involving management rights was decided:

> "Wherein company demands the deposal of the pit committee. This case was brought up at meeting of April 2 and action deferred.
>
> "This case is withdrawn by the operators with the understanding that in the future the pit committee shall refrain from sending men home for any reason -- this being strictly the function of the mine management and this right shall not be abridged at any time by the action of the miners or the pit committee." [2]

The most obvious of the rights of management is the right to hire and to fire. Section 15 (f) of the present District Agreement provides, "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 U.M.W. of A. shall not abridge this right with the understanding that the operators will employ members of the U.M.W. of A. when available and when in the judgment of the operator the applicant is competent." This language is similar to that in other District Agreements in effect since 1928.

---

1 Ibid, Bulletin No. 2, P. 8, Case No. 1225.
2 Ibid, Bulletin No. 15, P. 20, Case No. 1030.

On January 8, 1929, the Board was called upon to decide a case involving the right to hire:

> "Wherein the miners demand that the company discharge Homer Williams, digger, for the reason that he is not a member of the U.M.W.A.
>
> "It was agreed that this company had no right to hire this man for the reason that the U.M.W.A. had members available at this mine who were competent to do the work that this man was hired to perform."[1]

"Wherein four men who were given hand loading which they refused to accept, claiming they were older men in the conveyor loading class than some of the men retained on the conveyors, demand that they be given conveyor loading.

"It is agreed that this case be dropped, because the contract provides that the direction of the working force shall be invested in the mine management; further that said rights shall not be abridged by any act on the part of the miners; further that there is no evidence of discrimination in this case."[2]

The right to direct the working force necessarily includes the right to assign men to the jobs for which management believes them to be best qualified. This right management will not yield, and so strong is the feeling on this point that there is no seniority agreement in the underground mines, and assignments will not be disturbed by the Board unless they are clearly arbitrary or discriminatory.

---

[1] Ibid, Bulletin No. 3, P. 17, Case No. 174.
[2] Ibid, Bulletin No. 15, P. 9, Case No. 1264.

It is understandable that in an industry in which the supply of labor exceeds the demand the right to union preference in hiring should be jealously guarded. Yet, few cases involving this question have been considered by the Board, indicating that the company has not attempted to circumvent this union right. Of course, closely allied to this is the question of union jurisdiction over certain classes of work which will be considered in Chapter V.

A number of cases involving the right to fire, 262 in all, occurred during the period covered by this study. In 163 of these, decisions were rendered by the Board; the discharge was affirmed in 51 cases, and the employee was reinstated in 112 cases, in 13 of which compensation was granted.

On October 23, 1928 a discharge case was decided by the Board:

> "The miners asked that a driver who was discharged for refusing to drive through some water which had accumulated on the roadway be reinstated.
>
> "It was moved, seconded and carried: 'That in view of the evidence submitted, and the fact that neither side was clearly within their rights under the contract that this man be reinstated and that his claim for compensation be dropped, with the understanding that in the future he must obey the orders of the mine management.'"[1]

On February 15, 1929, another discharge case was considered:

> "Wherein a miner who was injured and returned to work, refused to give mine manager the information necessary for filling out a report to the Dept. of Mines. After

[1] Ibid, Bulletin No. 1, P. 6, Case No. 1148.

mine manager had failed to get this information, he discharged the miner, who demands reinstatement and pay for time lost.

"It was agreed that in the settlement of this case this man shall be allowed compensation for time lost, provided he gives to the management the necessary information required by law with respect to his injury, and that in the future it is understood that employees shall give such information when requested by the management."[1]

An appraisal of the statistics on decisions of the Board in discharge cases would lead to the opinion that some injustice was involved in the failure to provide compensation for lost time to men reinstated. A study of the cases, however, reveals that in these instances the management properly exercised its right to discharge, and that compensation was withheld by the Board in the interest of mine discipline. A representative of the Union states that those cases in which a discharge is improperly made are disposed of at the lower levels of the grievance machinery and that compensation grants here are not rare; that when a discharge case reaches the Joint Board, the Union usually does not have a good case, and is fortunate to secure reinstatement.

In some discharge cases, usually involving a direct defiance of management authority, the Board has denied reinstatement of the employee. Such a case was decided on May 2, 1929:

"Wherein miner discharged, demands reinstatement and compensation for time lost.

---

[1] Ibid, Bulletin No. 4, P. 9, Case No. 395.

> "It is agreed that the demands of the miner be denied for the reason the evidence shows that he left his working place before quitting time when he had work to do and when asked by the mine manager why he was leaving, his answer was nothing." [1]

As important as the right of management to direct the working force, is the right to regulate the quality of the coal mined. In hand-loading mines, in which the miner was paid by the ton, he was required to load coal which was free of impurities, and he could be docked if slate or rock was loaded in a car bearing his tag. The Union, while protesting what it believed to be abuses of this system, has recognized its interest in loading a good quality of coal, since the sale of inferior coal will result in a loss of business, and a possible reduction in employment. A number of cases involving this problem have been decided by the Board; one was a discharge case considered on January 9, 1929, at which time it was referred to a special arbitrator, who rendered the following decision:

> "Listened to the arguments presented by both sides, and reviewed the evidence in this case, a sledge which had been used to break the chunk that was in car which had impurities in it. Committee says that the dirt was broken up in car and same was pulverized. Article 6 of the state agreement reads: 'It is the purpose of both miners and operators to promote the loading of clean coal and marketable coal and both parties to this agreement pledge themselves to cooperate in the correction of abuses that may be practiced by either miner or operator.' "

On the basis of these facts, the arbitrator ordered the man reinstated without compensation.[2] Since the man was discharged in October of the

---

[1] Ibid, Bulletin No. 6, P. 17, Case No. 607.

[2] Ibid, Bulletin No. 4, P. 32, Case No. 1220.

previous year it was felt that the loss of 3 months pay was a sufficient penalty.

The Board discussed the question of substandard coal thoroughly in a case in which 3 employees were asking the restitution of fines imposed for loading coal in which cap pieces were found:

"The Joint Board has weighed this case from every angle, and we find after careful consideration that the bulk of the coal hoisted at this mine is mine run coal and used for railroad consumption and that much of the coal from this mine is used in railroad locomotives which are equipped with automatic stokers.

"We find further that the Railroad Company is threatening to cease taking the coal from this mine on account of cap pieces being loaded in with the coal that interferes with the firing and causes damage to stokers and delay in the operation of trains.

"The Joint Board realizes the effect that such results would have upon the town, the miners and their families, and the injury that would result to the company if this practice is continued. In the light of these facts we are of the opinion that the condition should be met in a manner that will protect the interest of all, and we believe that the vast majority and probably all of the men employed at this mine are desirous of doing that which is fair and just."[1]

---

[1] Ibid, Bulletin No. 16, P. 3, Case No. 1277.

This case was referred to a Commission to determine a fair method of assuring purity of coal.

When the company imposed a penalty for loading impurities with the coal, local agreements usually required it to preserve the car in question for a certain period to permit examination by a union representative. This requirement was later included in the District contract. On January 15, 1929 the Joint Group Board considered two cases involving this question, one brought by the company and the other by the union, arising out of an attempt to change established practice at one of the mines.

I

> "Wherein the company requests the right to cease preserving impurities in docks. This case was withdrawn by the operators with the right to reinstate."[1]

II

> "Wherein the miners demand the refund of all dock fines assessed since the company ceased to preserve the impurities in docks.
>
> "It was agreed that the demands of the miners be allowed."[2]

In a later case the request of a company to cease preserving docks was refused by the Board:

"Wherein claim is made by the company that the practice of preserving the docks for the remainder of the working day seriously impedes the operation of the mine, and asks that the practice be discontinued, as provided in the sixth section, paragraph B, of the State Contract.

---

1 Ibid, Bulletin No. 3, P. 30, Case No. 1208.

2 Ibid, Bulletin No. 3, P. 30, Case No. 1209.

"It is agreed that the demand of the company be denied, for the reason the joint signed evidence shows that impurities were preserved at this mine when it was hoisting as much as 3,420 tons per day with the same average number of docks as at present, when the output at this mine, according to the evidence, is only 1,900 tons per day." [1]

The early cases considered by the Board involving management rights were frequently dealt with in a manner which placed mine discipline above all other considerations. During the twenty-year period covered by this study, however, a reluctance to impose fines or penalties developed, with a tendency on the part of the Board to find a breach of duty by the individual miner, or by a group, but to withhold the imposition of the penalty. This same tendency is shown in discharge cases, with discharges affirmed in the majority of cases arising during the first three years, while in the later years the majority of discharges were reinstated, although without pay.

---

[1] Ibid, Bulletin No. 12, P. 9, Case No. 1301.

CHAPTER V

Of course, by far the majority of miner grievances arise out of questions concerning rate of pay or hours of work. There are, however, other issues which, while they do not bulk so large statistically, are no less important to the employee. Such an issue is the jurisdiction of the union over border-line work done in connection with mining; also important is the question of giving employees a preferential price on coal or of paying for certain types of equipment; and of the utmost importance in the Illinois mines is the fair division of work among mine employees within a certain classification.

A jurisdictional problem out of which a number of disputes arose concerned the cleaning of railroad cars. On November 14, 1928 such a case was presented to the Board.

"Wherein the miners demand jurisdiction over the work of cleaning railroad cars on the high line.

"It was moved, seconded and carried that inasmuch as the evidence shows that the miners have not had jurisdiction over cleaning cars on the high line in the past, their jurisdiction over this work will not begin until the cars have entered the switch leading to the tipple tracks and that, therefore, this case be dropped." [1]

---

[1] Ibid, Bulletin No. 2, P. 4, Case No. 1201.

On July 9, 1929, a similar case was referred by the Board to the Arbitrator. This was the first case decided by the Arbitrator. This was the first case decided by the Arbitrator under the 1928 contract.

"Wherein C.B. & Q. R.R. has section crew cleaning out cars on high line at the mine. Miners claim that this work has always been done by their members and ask that it continue."

W. B. Wilson, the Arbitrator, made the following decision on July 12, 1929: "The coal company has, heretofore, paid for the work of cleaning railroad cars placed on the high line, preparatory to being loaded at the mines, and, consequently, the United Mine Workers have had jurisdiction over the work.

"Recently the railroad companies have taken over the work of cleaning the cars on the high line, and the work is being done by railroad employees who are not members of the United Mine Workers.

"The miners claim that this work has always been done by their members and ask that it be continued.

"It is, and has been, the duty of the railroad companies to furnish railroad cars in proper condition to receive and transport coal from the mines to points of destination. The railroads have, in the past, frequently refused or failed to clean the cars, and the responsibility of doing so fell upon the coal company. The work thus came under the jurisdiction of the United Mine Workers.

"The railroads have now resumed the work that it has always been their duty to do.

"There is no way in which the Operators and Miners can release the railroad companies from their legal responsibility to clean the cars. The wage agreement between Operators and Miners does not include the railroad companies, and the mine workers have no agreement with the railroads." [1]

On the basis of this reasoning the arbitrator found that when, as in the instant case, the cleaning of cars was a responsibility of the railroad which it observed, the U.M.W. of A. would not have jurisdiction over the work; but when the cleaning of the cars was a responsibility of the coal company, or when the railroad failed in its responsibility, the work should come under the jurisdiction of the union. This finding was later embodied in the District agreement and no further disputes arose.

From time to time other jurisdictional questions have arisen. In May, 1935, the Miners asked jurisdiction over the attendant in the power plant of one of the mines. The Board settled the case as follows: "It is agreed that the demand of the Miners is allowed, for the reason that the power generated at this plant is being used exclusively in the operation of this mine."[2]

This same principle of granting jurisdiction over apparently unrelated

---

[1] Ibid, Bulletin No. 7, P. 32, Case No. 230, Decision No. 1.

[2] Ibid, Bulletin No. 30, P. 12, Case No. 2041.

activities which nevertheless have a close connection with the production of coal was followed in a case decided April 1, 1937:

"Wherein the Miners demand that they be given jurisdiction over the work taking care of water softener and supply pumps furnishing water to said water softener.

"It is agreed that the demand of the Miners is allowed, for the reason the joint signed evidence clearly shows the water from this water softener is being used in the production of coal."[1]

Another jurisdictional case, involving the construction of dummies in the woods, 400 yards from one of the mines, was referred by the Board to the arbitrator. This decision was rendered by W. D. Ryan:

"The evidence in this case, . . . indicates that prior to the negotiation of the contract referred to, the labor referred to in the making of dummies, was performed by members of the United Mine Workers and . . . that the work was performed by under-ground labor and that all the dummies were made under-ground. No where in the evidence do I find this statement disputed by the Coal Operators. To a disinterested party, in transferring this work from under-ground labor to top labor and contracting the same, appears to be somewhat of an unethical procedure and not in line with the spirit, letter and intention of your joint agreement and the principle of collective bargaining.

---

1 Ibid, Bulletin No. 52, P. 4, Case No. 2727.

"I therefore decide, that the work in question should come under the jurisdiction of the United Mine Workers of America."[1]

During the entire period covered by this study, except for a short time during the war, supervisory employees have been exempt from the jurisdiction of the U.M.W. of A. To offset this jurisdictional opening in the contract, it is further provided that no such employee shall do any work for which a wage scale is provided by the contract, and if any such employee shall violate this provision he shall be subject to removal through the grievance procedure.

This problem is usually brought to the attention of the Board through a miner-originated grievance. On January 9, 1929, however, the following case was decided by the Board:

"Wherein the company claims that J.W.C., Chief Electrician, should not be required to be a member of the U.M.W.A. because he is the chief electrician:

"It is agreed that inasmuch as this man is doing work for which a scale of wages is provided, he is required to be a member of the U.M.W.A."[2]

This issue has repeatedly been raised by a request on the part of the union for the removal of a boss doing work for which a scale is fixed by the contract. The usual decision has been to find that the action of the boss constituted a violation of the agreement, but to deny removal, instead

---

1 Ibid, Bulletin No. 30, P. 25, Case No. 2039, Decision No. 86.

2 Ibid, Bulletin No. 2, P. 25, Case No; 286.

warning the boss that a repetition of the offense will result in removal. Apparently, this treatment is efficacious for there are few repeat cases; however, in September of 1935, such a case was referred to the Board. In January, 1934, one of the face bosses at the mine in question was warned by the Joint Board, as a result of a grievance, that he must not perform any work for which a scale of wages was made. A year and a half later there was a repetition of this offense in a number of instances, which to the uninitiated might seem trivial, but which were considered by the miners to be important. The situation was aggravated by the fact that there was a division of work at the mine, and that the mine was operating only 2 days a week . . . The Board was unable to decide the case and referred it to the arbitrator. The arbitrator found that the evidence indicated the following offenses by the boss; 1. he had moved an under-cutting machine, and 2. he had tamped and fired a number of shots. On this basis the following decision was rendered: "In my opinion, the moving of the machine should not be held against Mr. _____ as it was left in an unsafe place and it should have been moved by someone. Under the circumstances, however, he being duly notified by proper authorities to discontinue performing labor for which a scale was made, he erred in tamping and firing the above shots which was a violation of the joint contract and the instructions given to him by the Superintendent.

"I therefore, decide that Mr. _____ be removed from his present

position as face boss . . ."[1]

This was one of the few instances coming before the Board in which a boss was thus removed.

One of the privileges of which miners are most jealous is that of obtaining coal for household use from the company at a preferential rate. The contract entered into in 1928 provided for a reduction of 50¢ per ton in the price paid for household coal. On January 16 and January 17, 1929, 3 cases involving this problem were considered by the Board:

"Wherein the miners demand that they be furnished No. 5 coal for the same price as No. 6.

"It is agreed that conditions at this time in regard to household coal which prevailed prior to September 16, 1928, shall continue except as modified by the Chicago Agreement."[2]

"Wherein the miners ask 50¢ reduction per ton on prices paid for house coal prior to September 16, 1928.

"It is agreed that the claim of the miners be allowed."[3]

"Wherein miners who have purchased coal both at the mine and at a coal yard in _____ demand the 50¢ reduction per ton on prices effective prior to September 16th. Company admits an understanding to furnish coal at the mine at the 50¢ reduction but claim they are not obligated to

---

[1] Ibid, Bulletin No. 30, P. 32, Case No. 2083, Decision No. 88.

[2] Ibid, Bulletin No. 2, P. 36, Case No. 271.

[3] Ibid, Bulletin No. 2, P. 37, Case No. 274.

furnish it at any other place at this reduced price.

"It is agreed that this case be referred to a commission of one on each side . . . with power to act."[1]

This question continued to arise, and in 1937 a provision was made in the national contract to cover it. This reads: "House coal shall be sold to all employees, for their own household use, at the cost of production, exclusive of sales and administrative costs. Should any differences arise between the Mine Workers and the Operator of any mine as to the price so to be charged for said coal, such differences shall be settled under the terms of the Settlement of Disputes section of this Agreement."

Since in most mines there has been a division of work for many years, the miners have objected to being required to work a night shift, arguing with justice, that since many of the men employed by the mine were not receiving 40 hours work in the week, there was no necessity for working unusual hours. An exception has been made, by contract, for "development work", which includes the construction of new corridors and rooms, providing new working faces for the miners. It is difficult to perform such work when the mining crew is working, and so this is permitted to be done on an extra shift. Those cases involving this question which have come before the Board have been questions of fact as to whether the particular work done constituted development work within the meaning of the contract.

---

[1] Ibid, Bulletin No. 2, P. 37, Case No. 276.

One of the problems caused by the introduction of mechanical loaders into the mines was that of dividing available coal cars between the mechanical loaders and the remaining hand loaders. It is easy to see that the company, by failing to supply hand loaders with the necessary cars in which to load the coal could materially reduce their output and increase the ratio of coal loaded by machine, a less expensive process. For this reason, the contract has provided that a just ratio of division of mine cars must be maintained between hand loaders and men working on conveyor loading machines. The cases arising on this point, again, have been questions of fact. The majority of them have been referred to investigatory commissions with the power to act.

An ever-pressing problem has been that of division of work. In those mines in which the introduction of new machinery or the limitation of production has caused a reduction of the amount of work available for a particular class of labor, by agreement the men within that class have shared the available work. While the contract has provided that under such circumstances the work shall be divided equally in the absence of an emergency, some inequalities have occurred. A pit boss finds one of the miners to be particularly efficient, or agreeable to work with, and has him work more regularly than the other men; or the miner is a relative of the pit boss and secures preference in that way. Such preference may mean that the miner works a greater number of the days on which the mine is operating;

or it may mean that the miner is called out regularly to work on so-called "idle days" on which the mine is closed except for maintenance and development work. To offset such favoritism, the contract has, for several years, provided for keeping a turn-sheet "of all employees within their respective classifications. The employees shall be notified of their turns in accordance with such turn sheet by a member of the local union, designated for that purpose by the local union and without cost to the operator."

Typical cases arising out of division of work are the following:

"Wherein two drillers were sent home and other men worked in their places. They demand compensation for one day each.

"It is agreed that the demands of the miners be allowed."[1]

"Wherein the Miners demand a division of work for three groundmen on the stripping shovels, one on the second and two on the third shift.

"It is agreed that the demand of the Miners be allowed for the reason that the evidence shows that these men were displaced through mechanization and were working on different shifts other than the one they are now working on, and they are entitled to a division of work on the shift on which they were employed at the time they were displaced."[2]

"Wherein a jerry-man demands pay for one day, January 13, 1940, when he claims he worked more than 35 hours in that week and was not paid time and one-half for the time in excess of 35 hours.

---

[1] Ibid, Bulletin No. 21, P. 2, Case No. 1503.

[2] Ibid, Bulletin No. 51, P. 1, Case No. 2705.

It is agreed that the claim of the Miners is allowed, with the understanding that in the future at this mine in ordering men out to work, a man will not be entitled to work the sixth day provided there are other men who have not had an opportunity to work their full five days within any one week within their respective classifications. This settlement is not to establish any precedent."[1]

"Wherein two tracklayers and one helper demand one shift each for December 24th, an idle day, claiming the management worked other men who were ahead of them on idle time on this date.

It is agreed that the demand of the Miners is allowed for the reason the company has failed to make up the time (of these men) after being repeatedly warned by this Joint Board to do so, and from the evidence submitted these three men are still behind other men in their respective classifications; further, the evidence shows that the turn keeper was not consulted as to whose turn it was to work."[2]

In the following chapter the cases involving wages and hours are discussed.

---

[1] Ibid, Bulletin No. 52, p. 5, Case No. 2723.

[2] Ibid, Bulletin No. 57, p. 4, Case No. 2847.

CHAPTER VI

Of the utmost importance to any individual are the rate of pay which he receives for his work, and the number of hours which he must work to earn that compensation. This importance is reflected by the cases considered by the Joint Group Board between 1928 and 1948.

The question of pay arose in varied situations. In some instances there was a disagreement between the miner and the company concerning the rate of pay intended by the contract to be paid for a certain type of work; on other occasions, there was a problem as to which rate should apply when a man's time was divided between two classifications of work; there have been cases involving overtime pay, vacation pay and minimum pay guarantees.

Prior to establishing the 1928 contract, the rate of pay in the Illinois mines was fixed by the so-called "Jacksonville Agreement". Signed in 1926, this contract provided the highest rate of pay offered in the mines until that time. In other districts company after company repudiated the contract in 1926 and 1927; in Illinois, a prolonged and unsuccessful strike forced the union to accept the 1928 contract, known as the "Chicago Agreement", which provided a sharp decrease in wages. Immediately, the Board was forced to consider a large number of cases involving a single application of the contract.

At that period, the majority of the miners were paid a tonnage rate, and their wages were based on the tonnage of coal credited to their

accounts when the coal was brought to the surface and weighed. Usually, the loaded cars waited below the ground for a time, sometimes several weeks, before they were weighed. There was, therefore, a time lag between the miner's work and his pay. Now the problem arose as to whether the coal mined while the Jacksonville Agreement was in effect, but not weighed until the Chicago Agreement became effective, should be paid for at the rate provided by the first or by the second contract.

On October 19, 1928, the Board considered the first of these cases and gave the decision which was applied to all future cases involving this point.

"The miners asked to be paid under the Jacksonville scale for all coal loaded and on the road September 15, 1928.

"It was moved, seconded and carried: 'That this and other cases of the same character be referred back for local settlement with the understanding that if the operator paid the increased wages or tonnage rate at the time wages were increased on coal cut and loaded but not hoisted just prior to such change, then the operator would not be obliged to pay the higher wage or tonnage rate at this time."[1]

In other words, if at the time the Jacksonville Agreement, which increased the wage scale, became effective, the operators paid for coal, loaded but not weighed before the agreement became effective, the lower

[1] Ibid, Bulletin No. 1, p. 3, Case No. 1138.

rate provided by the former contract, they were now required to pay the Jacksonville scale for coal loaded but not weighed under the Jacksonville agreement. Thirty-three such cases were decided in this manner by the Board.

The mechanization of the mines, while displacing men, created new types of work, and, of course, there were disputes concerning the rates to be paid for these new jobs. When the rates established by the contract could not be applied, the Board agreed upon rates to remain in effect until the commission set up by the contract completed its investigation and fixed the new rates. On November 14, 1929, one of these cases was decided by the Board:

"Wherein the Miners asked that the shearing machine men be paid $10.07 per shift for shearing coal instead of $8.04 per shift.

"It was moved, seconded and carried that the rate for shearing machine operators be fixed at $8.54 per day. This rate is to govern for the entire day where the operator shears for four hours or more. If he is working less than four hours per day, he shall be paid $8.54 rate for the time he actually works on a shearing machine. It is understood that the foregoing scale is statewide and effective November 16, 1928."[1]

On November 16, 1928, the Board considered a case arising under similar circumstances:

---

[1] Ibid, Bulletin No. 2, p. 4, Case No. 1200.

"Wherein the miners ask the $8.20 rate for drilling and shooting for the full shift for a man who is not employed all the time at that work and had been paid the lower rate for other work.

It was moved, seconded and carried that in view of the fact that there has been no agreement made for the Jeffrey Shotwell type of loader, that the following rates will apply in Cases 1204 and 1205 . . .

First, the machine operator will be entitled to $10.07 per day. The machine helper will be entitled to the rate of $10.07 per day for the time he is undercutting and at the rate of $9.00 per day for the time he is helping on this machine as a loading machine, which we agree is four hours each.

Second, the rate of the motormen will be $7.00 per shift for the time they are occupied operating the motor and at the rate of $8.20 per shift for the time they are drilling and shooting.

Third, the triprider who also at times acts as part of the loading crew will receive $7.50 for the time he is engaged at that work and $8.20 for the time he is engaged in drilling and shooting, which we also agree to be four hours each.

This settlement to apply to the Jeffrey Shortwall loader type of machine and to be confined to this mine alone. This is to apply since September 16, 1928."[1]

---

[1] Ibid, Bulletin No. 2, p. 17, Case No. 1205.

This case referred to another pay problem which has plagued the Board. At what rate should a man be paid whose work assignment involves varied duties for which two or more pay classifications are provided by contract? On January 8, 1929, the Board considered the following case:

"Wherein an extra driver claims $8.04 rate for working at face.

It was agreed that this man who is an extra driver be paid at the rate of $6.10 for six hours per day and at the rate of $7.50 for two hours per day with the understanding that if his work at the face increases, he will be paid accordingly in line with the provisions of this decision."[1]

And on January 18, 1929, the following case arose:

"Wherein miners drilling four hours each day and loading coal the other four hours demand the $8.20 rate for the entire day.

It is agreed that these men shall receive the drillers rate for the time so employed and the face man's rate for the time so employed."[2]

On February 21, 1929, still another wage case was presented to the Board:

"Wherein H.T. and buddy, machine men in the 9th and 10th east south gang, demand $10.07 mine time and D.L. and buddy in the same place demand $8.20 mine time.

It was agreed that the two machine men should receive $10.07 per shift so long as they perform the work in the manner shown in the evidence,

---

[1] Ibid, Bulletin No. 3, p. 44, Case No. 160.

[2] Ibid, Bulletin No. 3, p. 16, Case No. 171.

and that the two conveyor leaders, who drill, shoot and snub, be paid at the rate of $8.20 per shift for the time employed in doing that work, with the understanding that if these men drill, shoot, and snub four hours or more per shift, they shall receive $8.20 for the entire shift.

"This decision with reference to the conveyor loader men means that if these men start the shift at their regular work as conveyor loaders, but during the shift are required to do other work for which a lesser rate is paid, they shall receive for the entire shift the rate paid for conveyor loaders."[1]

The variety of problems involved in fixing wage scales is indicated by the following case decided on March 12, 1929:

"Wherein miners who have been paid one day extra per pay for driving and breaking new mules, demand that this be continued. The company contends that they will have no new mules and have taken out the bad ones.

It is agreed that the claim of the miners be denied, for the reason that the cause for the extra payment has been removed, with the understanding, however, that if the men are required to break mules or drive bad mules, they will be paid for this work as in the past."[2]

The 1928 contract provided that bonuses paid for working under certain conditions or on certain jobs should continue to be paid. At some of the mines, examiners were allowed two hours extra pay for which they might, on occasion, be required to perform some duties. At one of the

---

[1] Ibid, Bulletin No. 4, p. 15, Case No. 410.
[2] Ibid, Bulletin No. 5, p. 1, Case No. 273.

mines there was a turnover in mine examiners, and the question arose whether the operators were required to pay the bonus to any man employed as an examiner, or only to those who had been employed as examiners prior to the effective date of the Chicago Agreement. This case went to arbitration, and W.B. Wilson decided in favor of the examiners in the following language, "The question has been raised as to whether the bonus applies to the man or to the job. In the case of mine examiners, it is quite clear that the scale intended that the bonus should apply to the job."[1]

Men employed in the mines at the time an accident occurs may be called as witnesses at hearings inquiring into the causes of the accident. The case below is concerned with such an incident.

"Wherein miners who were witnesses at the inquest over a man who was injured at the above mine and died as a result, demand pay for the day they attended the inquest and also transportation from Royalton to Herrin.

It is agreed that the claims of the miners be denied for the reason that these miners accepted notification of the mine manager instead of the coroner and were not obliged to go unless summoned by law."[2]

If a miner, paid on the tonnage rate, has produced a quantity of coal which is destroyed by a mine cave-in or fire before it has been

---

[1] Ibid, Bulletin No. 7, p. 34, Case No. 1249, Decision No. 2.

[2] Ibid, Bulletin No. 3, p. 39, Case No. 297.

loaded out, who sustains the loss of the coal, the company or the man? The following case presents one answer reached by the Board:

"Wherein several miners demand compensation for loose coal lost on account of fire.

It is agreed that these men will have their turns made up for the day they were compelled to lose because of the fire. This settlement is not to constitute a precedent."[1]

In other words, under these circumstances, the men are required to sustain the loss, but are given an opportunity to make up for the loss by an additional share of the work. Suppose, however, that the coal had been loaded but has not yet been removed to the surface of the mine for weighing when the accident occurs, who sustains the loss? In the old days, the miner was forced to accept this misfortune, but for the last few years the company has compensated the miner when there is some means of estimating the amount of coal so lost. In one case, however, a contrary decision was reached.

"Wherein the miners demand that X-25, X-5, and X-30 be paid for all coal lost under the falls in the north west.

It is agreed that the claim of the miners be denied for the following reasons:

---

[1] Ibid, Bulletin No. 15, p. 9, Case No. 1157.

When coal is undercut by machines on a tonnage basis, the wages of the machine runners are computed when the coal is loaded and weighed. Under all the ordinary accidents and troubles of mining, the machine runners are entitled to pay for undercutting the coal if they have performed the work, whether the coal can be recovered or not. Under such circumstances the management is responsible for the recovery of the coal. But, when the men who have done the cutting become parties to the creation of conditions under which it is impossible to recover the coal, they are responsible for the loss and are not entitled to pay for the work . . . "

"Under these circumstances it would be a rank injustice to require the operator to pay for the undercutting of coal that had been lost by the development of a squeeze during a wild cat strike, to which the men who cut the coal were a party, and where the management was powerless to take care of it because of the action of the men."[1]

The miner provides his own tools, and one of the hazards of mine employment is the loss of tools in an accident. The contract provides that when tools are lost as a result of a squeeze or fall, and the miner has not been able to get them to a safe place, the company will compensate them for the loss. This principle was applied in the following case:

---

[1] Ibid, Bulletin No. 17, P. 8, Case No. 1302.

"Wherein the miners ask that miners who lost their tools in mine on account of squeeze, be paid for same.

It is agreed that the demand of the miners be allowed, for the reason the joint signed evidence shows that these tools were lost as a result of a squeeze, and the miners were unable to protect themselves by locating a safe place in their working place, as provided for in paragraph A, Section 9, of the State Agreement."[1]

Particularly when men cannot obtain full-time employment or adequate wages, they will be very careful to get every penny that they have earned. When loaded cars are being drawn through the mine, some coal falls out of the car under all circumstances, and sometimes a quantity is lost through damage to the car. When such damage occurs, the company compensates the miner for the loss, but no direct compensation is made for the smaller daily loss. This coal is recovered and sold by the company, and for a number of years cases were brought before the Board in which the miners requested a share of this coal. The contract now provides that the weighman shall keep a record of all such coal recovered, and that once a month, after deducting for allowances made for broken cars, the remainder should be divided equally between the company and the miners' checkweigh fund.

Closely allied to the question of wages is that of hours. The operators have always held the miners to the letter of the contract

---

[1] Ibid, Bulletin No. 16, P. 5, Case No. 1298.

concerning the number of hours to be worked. This attitude is indicated by the following case:

"Wherein the company claims that the lunch period be changed from 15 minutes to 30 minutes so that it will receive 8 full hours at the face to which the company is entitled.

It is agreed that this case be referred back to . . . for settlement."[1]

In return the miners have refused to spend more than the required number of hours underground without extra compensation. There are a number of cases in which the miners have demanded time and one-half for ten minutes a day over a period of time due to the failure of the company to provide cages to leave the mine promptly at quitting time. The following case, involving a more substantial delay, went to arbitration:

"Wherein all men who were in the 7 W.N. man trips on September 26th and delayed twenty-five minutes, demand twenty-five minutes pay.

The evidence in this case shows that these men were delayed twenty-five minutes on September 26th through no fault of their own, but through neglect of the Company. Therefore, without any elaboration, I decide that their claim is allowed."[2]

A number of cases involve the payment of a minimum of two hours wages when a miner reports for work, is sent below, but through no fault of his

---

[1] Ibid, Bulletin No. 18, P. 6, Case No. 1376.

[2] Ibid, Bulletin No. 55, P. 16, Case No. 2806, Decision No. 256.

own is not permitted to work. Some of these cases arise as the result of the failure of the company to notify the miner that he will not be needed.

The contract effective April 1, 1941, for the first time in mining history, provided for a vacation with pay for all men employed for one year or more. All mines were to be closed down for one week, and each eligible miner was to receive $20.00 vacation pay. Immediately a large number of cases came before the Board concerning the application of this clause. There was no real need for most of these cases reaching this level, since the contract provision should have been easy to apply, but there was apparently a lack of knowledge of the meaning of the clause on the part of both the miners and the companies which caused a large number of cases, involving no complex problems, to be referred. Typical of these is the following case:

"Wherein F___ H___ demands the vacation payment of $20.00, claiming he is entitled to this payment under the provisions of the State Agreement.

It is agreed that the demand of the Miners is allowed, for the reason the evidence shows that this man was an employee of the company on June 28, 1940."[1]

The cases in the preceding chapters are representative of those referred to the Joint Group Board during the last twenty years. Some involve manifestly basic and important problems; other are important only because they are employee grievances, and potential causes for industrial

---

[1] Ibid, Bulletin No. 57, P. 20, Case No. 2951.

strife. The solution of these problems by a joint labor-management group has the additional advantage of developing the "give and take" philosophy of collective bargaining.

CHAPTER VII

Since 1928, the contract in this district has provided for the services of a permanent arbitrator. "The selection of the Arbitrator shall be left to the Executive Board of District #12, U.M.W. of A., as advised by their International Union, and the Illinois Coal Operators Association." The arbitrator is paid jointly by the union and the association.

The method of selection of the arbitrator is not established by the contract. In practice, however, the representative of the Union and of the association each submits names until someone is named who is mutually acceptable; in its deliberations, the District Union consults the International and will not approve a man who is rejected by the International. In the past the two groups have had little difficulty in reaching an agreement on the selection. The first Arbitrator was originally suggested by the Operators, the second by the Union, the third by the Operators, and the present by the Union. The Arbitrator is given a one-year contract which must be renewed annually.

The first man to serve in the capacity of permanent arbitrator was W. B. Wilson, the first Secretary of Labor under President Wilson. He rose to cabinet rank through his activities with the United Mine Workers in Pennsylvania, where he had worked for many years in the mines. Although it would seem natural that a man with this background would possess, or be suspected of possessing, a bias in favor of labor, Mr.

Wilson's conduct won the respect and support of the Operators and the Union alike. He is the only one of the arbitrators who have served until this time, whom **neither** the Operators nor the Union accuse of partiality.

Throughout his decisions, there appears a conviction of the sanctity of contract, and it is this which made his services as the first permanent arbitrator particularly valuable. His decisions are well-reasoned, and while not verbose, they contain a complete discussion of the issues involved in each case. This is important, since such decisions guide the Board, as well as the lower adjudication levels, in ruling upon later cases.

Some of Mr. Wilson's decisions have been quoted elsewhere in this paper; two further examples are given below. The first is a case referred to the arbitrator on August 15, 1929, and decided August 21, 1929.

"Wherein a motorman, discharged July 6, 1929, claims reinstatement and compensation.

It is an accepted principle of management that any person who wilfully, maliciously or carelessly handles an important piece of machinery in such a manner that it is seriously damaged is subject to discharge. The right of appeal provided in the contract is intended to protect the workmen against any abuse of that principle.

In this case a motor blew up. It was seriously injured. The motorman was discharged on the ground that he had run the motor faster than its speed limit, thereby creating a centrifugal force that resulted in

segments of the armature being blown out.

The motorman testified that he had not run faster than usual and that in coming down the hill he had shut off the power and applied the brakes. The blowout occurred when he reached the level road and applied the power again. He is an interested party, but the testimony of an interested party is valid unless there is direct or circumstantial evidence that he is wrong . . .

In view of these facts, the deduction that the motorman was responsible for the breakdown is not sound."[1]

Another case was referred on August 27, 1929, and decided August 31, 1929:

"Wherein two conveyor loaders, discharged May 29, 1929, claim reinstatement and compensation." (The men were discharged for alleged slow-down.)

"The competition that Illinois coal must meet, coming from fields where a lower wage rate is paid, makes it essential that the cost of production shall be kept down to the lowest point possible without reducing the wage rate or driving the workmen beyond their capacity, so that a market may be found for the coal and the Illinois Operators and Miners placed in a position where they can supply the trade that properly belongs to this field. Whenever any man "lays down on the job" he thereby increases the cost of production, reduces to that extent the ability to

---

[1] Ibid, Bulletin No. 3, P. 26, Case No. 798, Decision No. 1.

market the coal and lessens the opportunity of himself and the other men at the mine to secure profitable employment. He not only injures himself and the company, but every man in the mine as well.

The question to be decided in this case is whether or not M and A had on the days mentioned refused or failed to do a proper amount of work."

(Review of average production of men at mine, and the production record of M and A.)

"On the day M and A were discharged the driver came to pull their 6th car at 10:50 A.M. 7 minutes later the car was loaded. During the morning they had lost 45 minutes loading time while the driver was pulling a round of cars from the other conveyors. They moved slate while waiting for a car to come. Deducting the 45 minutes lost loading time from 10:57 A.M., when their 6th car was loaded, it would appear they had loaded one car every 32 minutes from the starting time. The same ratio maintained throughout the day would have resulted in 15 cars being loaded, while the testimony indicates that 13 cars were considered a day's work."[1] The claim for reinstatement and compensation was allowed.

In all, Mr. Wilson decided 77 cases, 31 in favor of the Miners, 41 in favor of the Operators, and 5 on the basis of a compromise. During his term of office, he established the procedure to be followed in referring a case to the arbitrator, and ruled that if there were any question in regard to a decision, a further interpretation could be asked of the

---

[1] Ibid, Bulletin No. 9, P. 19, Case No. 803, Decision No. 9.

arbitrator. This provision was used only once in connection with a decision made by him.

When he retired in 1934, the Union submitted the name of W. D. Ryan as his successor, and he was accepted by the Operators. Mr. Ryan also had risen from the ranks of the Union and had served as Secretary-Treasurer of District 12. Not as gifted at writing his opinions as was Mr. Wilson, his decisions are not as complete. They are, however, clear, and although it has been suggested that he favored the miners to some extent, the fact that his contract was renewed annually until 1939 indicates that his services were satisfactory to the Operators.

Some of Mr. Ryan's decisions are quoted in other parts of this paper; the following is submitted at this point as an example of his work;

"Wherein the Miners ask for a redivision of the 27¢ per ton mining rate at that mine. This case was brought up at Joint Board meeting of October 4, 1934, and action deferred.

The claim of the mine workers as per evidence submitted is for a redivision of the 27¢ per ton allowed the coal company, incident to the operation of mining machines. The 27¢ per ton was made a part of the joint contract which will expire on March 31, 1935. It has always been my understanding that specific contractual provisions cannot and should not, in my opinion, be changed during the life of the contract, with the possible exception of a unanimous agreement to do so by both parties to the contract. I feel that after viewing the case from all angles, that

this is the proper position to take. If the mine workers have the right to bring up a case and win it, that might change the written terms of the contract, then the coal companies have the same right to take such procedure, and if they both exercise that right I can see where the contract might develop into a queer looking document. I therefore, decide that the rate in question be continued during the life of the present contract and the subject matter be taken up for adjustment when a new contract is being negotiated covering this question."[1]

Decisions were rendered by Mr. Ryan in 150 cases, of which 77 were decided in favor of the Miners, 55 for the Company, and in 13 of which there was a compromise.

Mr. Ryan was succeeded by George McArtor who was nominated by the Operators, and served for a period of two years. Mr. McArtor had also worked as a miner and had held office in District 12 of the Union. Following that, he was employed by the Illinois Coal Operators Association as an assistant labor commissioner until appointed arbitrator. Whether or not the opinion was justified the Miners suspected Mr. McArtor of a bias in favor of the Operators and this explains his short term of office.

The decisions rendered by Mr. McArtor are not as easily understandable as those written by his predecessor; neither the facts nor the opinion are stated as clearly. Requests for interpretation were made in several of his cases. The following is an example of Mr. McArtor's decisions:

1 Ibid, Bulletin No. 14, P. 15, Case No. 1946, Decision No. 78.

"Wherein Cecil Daugherty, a motorman, who was discharged June 2, 1939, demands reinstatement with compensation for all time lost.

The evidence in this case is somewhat conflicting, however, there is no dispute but that Mr. Daugherty was ordered on the evening in question to pull the other four motors to the bottom. He pulled them to within 1000 feet of the bottom. He made no complaint to the face boss who was present as to his motor running hot but cimply cut his motor loose and went on to the bottom. The face boss was on this motor, there is no evidence to show that the face boss knew that D had cut loose from the other motors, however he should have known that Daugherty had cut loose, therefore Mr. Daugherty should have called the attention of the face boss to the condition of his motor and the face boss, on the other hand, should have known what was going on. Because of this and the fact that the evidence is conflicting, I decide that Mr. D. will be reinstated to his job as motorman and his claim for compensation is denied."[1]

Decisions were rendered by Mr. McArtor in 39 cases, of which 14 were in favor of the Union, 19 in favor of the company and 6 compromised.

Since 1942, Frank W. Fries has served as arbitrator. The record is not clear as to whether Mr. Fries ever worked as a miner, but he was raised in a mining district, and has relatives in the industry. He was active politically, serving in turn as Sheriff of Macoupin County, Illinois, State Representative at Springfield, and United States Congressman. His

---

[1] Ibid, Bulletin No. 49, P. 19, Case No. 2641, Decision No. 230.

appointment to the position of Arbitrator was suggested by the Union.

The opinions rendered by Mr. Fries are usually brief, but are clear and all essential information is given. The following decision was rendered by Mr. Fries in 1943:

"Wherein the three mine examiners demand one shift each at the time and one-half rate, from September 13, 1942, claiming they were displaced by men from other classifications.

This case is of unusual nature due to the fact that a fall in one of the main haulage territories was discovered at 7 P.M. Sunday night and required the immediate attention of the management in removing an obstruction which would have prevented the operation of the mine the following day, causing loss of time and money to the miners and the company.

After listening to the oral argument and reviewing the written evidence, the Arbitrator held a meeting at the mine along with representatives of the company and the Mine Workers.

The evidence also discloses that the management failed to notify the examiners to report for work when an emergency existed. The evidence further shows the examiners lived near the mine and were available for work. The management called certified men, some of them living many miles from the mine to do the work of the examiners. The demands of the Miners are allowed. The Arbitrator's decision in this case is not to establish a precedent for cases of this nature in the future."[1]

---

[1] Ibid, Bulletin No. 61, P. 13, Case No. 3098, Decision No. 294.

By November, 1947, 198 cases were decided by Mr. Fries, 90 in favor of the union, 99 in favor of the company, and 9 by compromise.

It would appear that, to qualify as an arbitrator, the individual must have some technical knowledge of the mining industry. Even more important than this, however, is a reputation for impartiality, since under the District contract either party may refuse to submit a case to arbitration.

In an earlier chapter, it was explained that the Arbitrator is present at all meetings of the Joint Group Board. Therefore, when the Board refers a case to him he is familiar with what has gone before, and has an opportunity to clear up any doubtful facts. He may question any one present at the meeting, may request a further investigation of the facts, or may personally visit the mine at which the dispute has occurred, if he feels this would be advisable. He does not render a decision at the time of the meeting, but submits it later, in writing. The contract does not specify the period within which a decision must be rendered, but the Board has ruled that this must be done within ten days after the referral. This rule was rigidly adhered to until the last few years, when some cases have been in the hands of the Arbitrator from two weeks to a month or more.

There has, in the past, been no difficulty in enforcing the rulings of the Arbitrator; even unpopular decisions have been accepted as final by both the Union and the Association. Each has assumed the responsibility for assuring the compliance of its members, and there is no instance of

non-compliance in the records maintained by the Joint Group Board.

Under the contract, either party may decline to refer a case to the Arbitrator. This may, to some extent, weaken the position of the Arbitrator, inclining him to compromise a case, rather than make a decision distasteful to one or the other member. His importance to the grievance program lies in the disposition of cases which both company and union want to settle, but are unable to solve unsatisfactorily. His success depends upon the attitude of the parties, whether they prefer a peaceful solution to open warfare. Until the present, both have usually decided in favor of peace.

CHAPTER VIII

To make any determination of the effect of various factors on the fluctuation of the number of grievances arising in the mines is almost impossible. Too many conditions which *a priori* should affect the number of grievances have been simultaneous. It is logical that the introduction of new methods in an industry should cause disputes as to wage rates and assignments; it is also logical that a reduction in the number of jobs available should cause grievances, or that a decrease in annual earnings might well give rise to disagreements.

In the Illinois mines all of these conditions have arisen in the same period; it is impossible to isolate one factor and say, "This increased the number of grievances," or, "This decreased grievances." Complicating this problem is the lack of adequate statistics as to mine employment, since all grievance figures must be related to the number of men working at any given time. The figure on the number of man-days worked is a rough estimate, and is not available for 12 out of the last 20 years.

In a study of the operation of collective bargaining in the Rocky Mountain District mines, the general manager of a mine is quoted as saying, "Complaints and discontent multiply when work is short, and diminish when work is regular."[1] This same observation, in slightly different language,

[1] Van Kleeck, Mary, *Miners and Management*, Russell Sage Foundation, 1934.

was made by representatives of both the Coal Operators and the U.M.W. of A. during the course of this study. It is impossible to test the accuracy of this observation as it applies to the Illinois mines, however, since, during the entire period covered by this study, there has not been sufficient work to provide jobs for all available miners; even during the prosperous years of the last war there was a decline in mine employment.

One cause of the fluctuation of grievances can be isolated. The signing of a new contract, which substantially affects wages or working conditions, causes a temporary increase in the number of grievances submitted to the Board. This is apparently caused by two factors; 1, the lower levels of management and of the union are not adaquately instructed as to the effects of contract changes; and 2, some ambiguities exist in each contract which must be interpreted by the Board.

The average number of grievances considered by the Board annually from 1928 to 1932 under the so-called Chicago agreement was 329; during the next three years it dropped to 92. Again between 1935 and 1937 it rose to 121 per year, and remained at 114 annually until 1941. Between 1941 and 1943, the early years of the war, it climbed to 157, but dropped to 109 between 1943 and 1947. The large number of grievances during the first four years could have been a result of the first steps toward mechanization of mines, or of the introduction of division of work plans in many of the mines. It also reflected the fact that employment was at a height to which the mines have not since returned. The increase again

in 1941 was not a reflection of an increase in mine employment, but seems instead to have been the result of the introduction of a vacation payment clause into the contract, as well as disputes over the division of overtime work.

In providing a means for the peaceable settlement of the disagreements which must arise in any industry, the grievance machinery has served a useful purpose. By what standards, however, should its excellence be judged? A recent report,[1] prepared by the Bureau of Labor Statistics, studied the grievance systems in effect in many industrial plants, and included a list of requirements for the effective operation of adjudication machinery. These are:

1. Settlement of the majority of grievances at the lowest level of the procedure.

2. Prompt handling of grievances.

3. Knowledge of the parties of the fixed authority of union and employer at all levels of procedure.

4. Grievance handling by well-trained foremen and stewards.

5. Settlement of grievances on merit basis.

It was stated previously that there are no figures available on the total number of grievances arising in the mines, nor on the number settled at any step below the Joint Group Board. The only evidence that is available concerning requirement one is the number of cases referred by the Board to the Arbitrator. Since only 11 or 12 percent of all cases

---

[1] Bureau of Labor Statistics, Effective Operation of Grievance Machinery, 18, L.R.R.M. 31.

referred to the Board reach arbitration, this requirement seems to be satified, at least at this level.

An examination of the schedule of meetings, however, will raise a question as to the second requirement. Three months, and sometimes a longer time, elapse between meetings of the Board. This means that a case referred to the Board immediately following one meeting will not be decided for 90 days or more, and since the Board frequently defers cases until a later meeting, 6 months may elapse before a decision is made. By the above standards, and in the opinion of many experts, this is a serious weakness. Both the representatives of the Union and of the Operators feel that this delay, far from being a weakness, has contributed to the success of the system. The passage of time permits tempers to cool, and, in the opinion of these men, creates a more objective viewpoint. They also point to the fact that should an earlier meeting seem desirable, it is within the power of either of the parties to schedule such a meeting.

As to the next two requirements, both the Operators and the Union attempt to instruct their representatives. Following any contract revision, the union holds a meeting for all local officers, and explains the contract changes. The local officers are expected in turn to instruct the pit committeemen.

The Association also holds meetings following contract changes to explain these to their members. In addition, the Association sends copies

of the Minutes of the meetings of the Joint Group Board, including the arbitrator's decisions, to officials at each mine and to the officers of each union local.

As pointed out, before, however, the large number of grievances reaching the Board following any contract revision is a reflection of the lack of understanding of lower company and union officials of the meeting of the contract. To the extent that this continues to be true, the training given these men is inadequate. The ability of the various representatives, though, cannot be judged in the absence of records of their activities. Undoubtedly, some cases are referred to the Board which should have been settled locally; however, this may not be the result of lack of knowledge so much as it may be the result of personality conflicts.

As to the settlement of grievances on a merit basis, the members of the Board are apparently satisfied on this point. There are occasional indications that some of the decisions of the Board are made on the basis of expedience rather than pure justice. The Union, or the Association, may induce a favorable settlement of some case important to them, by offering a favorable settlement of another. As a practical matter, this practice within the Board can't be completely condemned. The function of the Board is to settle the dispute, and if such a settlement is not always pure justice, it, nevertheless, meets the requirements of the contract. Such recourse to expedience may be found as well in other more highly-developed judicial systems.

The Bureau of Labor Statistics report referred to above includes this observation: "In the development of a smoothly functioning grievance procedure in a plant, the agreement provisions themselves are of less importance than the attitude of the parties to the agreement . . . The characteristics of grievance procedure in settling grievances to the mutual satisfaction of unions and management are good faith and confidence in each other, a cooperative spirit, and mutual respect . . . Responsibility on both sides is a requisite."[1]

Since 1943, a new factor has entered the situation, that of collective bargaining on an industry-wide basis. One of the greatest advantages of the adjudication of grievances in this District has been the development of the proper mental attitude in both parties toward the collective bargaining function. The same men who have peacefully settled disputes over the interpretation of the contract have negotiated the new contract. Having peacefully concluded many disagreements, they have developed the bargaining habit; in addition, they understand one another, and are not likely to come to blows over a fancied disagreement.

With industry-wide bargaining, the difficulty of uniform interpretation of the contract may arise. At the present time, however, this will be minimized by the fact that the presidents of District 12 and of the Illinois Coal Operators Association have been members of the national negotiating committee, and have, therefore, a pretty full understanding

---

[1] op. cit., P. 32.

of the meaning of the contract language. It is possible, however, that the Union and Operators in the District might interpret the contract in one way and dispose of many grievances under that interpretation, only to have the national machinery later arrive at a different interpretation of the contract which might reopen the cases. The autonomy of this district, so far as the interpretation of the contract is concerned, is no longer complete. If, at some future time, the local officers should be replaced on the negotiating committee, the problem will be more acute.

The present national contract differs to some extent from the local agreement in regard to the adjudication of grievances. There are some purely procedural differences, and in addition, the arbitration of unsettled grievances is mandatory; such cases must be referred to the arbitrator within 30 days after referral to the Board. This District has been released from the necessity of making the procedural changes, and the Union has interpreted this as releasing it from the mandatory arbitration provision. It is still refusing to arbitrate a small number of cases.

CONCLUSION

The machinery for the adjudication of disputes concerning the interpretation of the contract between District 12 of the United Mine Workers of America and the Illinois Coal Operators' Association was originally established in 1900. It was revised several times, with the last major revision taking place in 1928.

The present procedure includes four steps; one, discussion between the pit committeemen and the pit boss; two, hearing before the District Executive Board Member and the Operators' Commissioner, at which time the evidence is reduced to writing; three, consideration by the Joint Group Board, made up of state officials of the union and of the association; and, four, decision by the Arbitrator. At any of these levels, there is authority to settle the case, and such settlement is binding upon both parties.

Grievances are submitted by both labor and management, and involve a multiplicity of problems. The contractual rights of both parties are protected by this system.

In some respects, this machinery differs from the ideal arbitration or adjudication processes described by some students of this field. The important thing, however, is that it is satisfactory to the particular parties who make use of it, and that, after having used this system over a long period of time, neither the Operators nor the Miners wish to make any drastic changes. Even those features, which the experts believe to be faults in an adjudication system, are considered advantages in this system.

It is possible that this variance from the ideal is due to the nature of the industry and the peculiar problems with which the industry has been faced. The mining of coal is a process which differs greatly from the manufacturing process. Because of this difference, the character and

dispositions of the men engaged in mining would differ from those of men who work in factories. If this difference in character and disposition exists, it is apparent that the requirement of compulsory arbitration, or of disposition of disputes within a time limit, might weaken, rather than strengthen, the established procedure for settlement of disputes.

APPENDIX A

Agreement reached in and ratified by the joint convention of The Illinois Coal Operators' Association and the United Mine Workers of Illinois, Held in Springfield, Illinois February 19 to March 2, 1900, duly executed in accordance with the action of said joint convention.

10. The duties of the pit committee shall be confined to the adjustment of disputes between the pit boss and any of the members of the United Mine Workers of America working in and around the mine, arising out of this agreement, or any sub-district agreement made in connection herewith, where the pit boss and said miner or mine laborer have failed to agree. In case of any local troubles arising at any shaft through such failure to agree between the pit boss and any miner or mine laborer, the pit committee and the miners' local president and the pit boss are empowered to adjust it; and in case of their disagreement it shall be referred to the superintendent of the company and the president of the miners' local executive board, where such exists, and shall they fail to adjust it - and in all other cases - it shall be referred to the superintendent of the company and the miners' president of the sub-district; and should they fail to adjust it, it shall be referred in writing to the officials of the company concerned and the state officials of the U.M.W. of A. for adjustment; and in all such cases the miners and mine laborers and parties involved must continue at work pending an investigation and adjustment until a final decision is reached in the manner set forth above.

If any employee or employes doing day work shall cease work because of a grievance which has not been taken up for adjustment in the manner provided herein, and such action shall seem likely to impede the operation of the mine, the pit committee shall immediately furnish a man or men to take such vacant place or places at twenty-five cents per day above the scale rate in order that the mine may continue at work; and it shall be the duty of any member or members of the United Mine Workers who may be called upon by the pit committee to immediately take the place or places assigned to him or them in pursuance hereof.

It is also agreed that if any employe shall be suspended or discharged by the company, and it is claimed that an injustice has been done him, an investigation, to be conducted by the parties and in the manner set forth in the first paragraph of this section, shall be taken up at once, and if it is determined that an injustice has been done, the operator agrees to reinstate said employe and pay him full compensation for the time he has been suspended and out of employment; provided, if no decision shall be rendered within five days the case shall be considered closed in so far as compensation is concerned.

APPENDIX B

Contract between the Illinois Coal Operators' Association and the United Mine Workers of America, effective from April 1, 1901, to March 31, 1902, inclusive.

13th. (a) The duties of the pit committee shall be confined to the adjustment of disputes between the pit boss and any of the members of the United Mine Workers of America working in and around the mine, for whom a scale is made arising out of this agreement or any sub-district agreement made in connection herewith, where the pit boss and said miner or mine laborer have failed to agree.

(b) In case of any local trouble arising at any shaft through such failure to agree between the pit boss and any miner or mine laborer, the pit committee and the miners' local president and the pit boss are empowered to adjust it; and in the case of their disagreement it shall be referred to the superintendent of the company and the president of the miners' local executive board, where such exists, and shall they fail to adjust it - and in all other cases - it shall be referred to the superintendent of the company and the miners' president of the sub-district; and should they fail to adjust it, it shall be referred in writing to the officials of the company concerned and the state officials of the U.M.W. of A. for adjustment; and in all such cases the miners and mine laborers and parties involved must continue at work pending an investigation and adjustment until a final decision is reached in the matter above set forth.

(c) If any day man refuse to continue at work because of a grievance which has or has not been taken up for adjustment in the manner provided herein, and such action shall seem likely to impede the operation of the mine, the pit committee shall immediately furnish a man or men to take such vacant place or places at the scale rate, in order that the mine may continue at work; and it shall be the duty of any member or members of the United Mine Workers who may be called upon by the pit boss or pit committee to immediately take the place or places assigned to him or them in pursuance hereof.

(d) The pit committee in the discharge of its duties shall under no circumstances go around the mine for any cause whatever unless called upon by the pit boss or by a miner or company man who may have a grievance that he cannot settle with the boss; and as its duties are confined to the adjustment of any such grievances, it is understood that its members shall

not draw any compensation except while actively engaged in the discharge of said duties. The foregoing shall not be construed to prohibit the committee from looking after the matter of membership dues and initiations in any proper manner.

(e) Members of the pit committee employed as day men shall not leave their places of duty during working hours except by permission of the operator, or in cases involving the stoppage of the mine.

(f) The operator or his superintendent or mine manager shall be respected in the management of the mine and the direction of the working force. The right to hire must include also the right to discharge, and it is not the purpose of this agreement to abridge the rights of the employer in either of these respects. If, however, any employe shall be suspended or discharged by the company and it is claimed that an injustice has been done him, an investigation to be conducted by the parties and in the manner set forth in the paragraphs (a) and (b) of this section shall be taken up at once, and if it is determined that an injustice has been done, the operator agrees to reinstate said employe and pay him full compensation for the time he has been suspended and out of employment; provided, if no decision shall be rendered within five days the case shall be considered closed in so far as compensation is concerned.

APPENDIX C

Illinois State Agreement, expiring March 31, 1910.

13. (b) In case of any local trouble arising at any shaft through such failure to agree between the pit boss and any miner or mine laborer, the pit committee and the miners' local president and the pit boss are empowered to adjust it; and in case of their disagreement, it shall be referred to the superintendent of the company and the miners' president of the sub-district; and should they fail to adjust it, it shall be referred in writing to the officers of the Association and Commission, and the State Officials of the U.M.W. of A. for adjustment. In case any such issue shall be referred to said officers of the Association and Commission and State Officials, each side to the controversy shall present to them in writing the question involved, and separately the alleged essential facts in the case, together with the names of witnesses to substantiate the same. In case so referred, it shall be taken up by representatives of the said officers of the Association and Commission and the said State Officials jointly, who shall thereupon give a hearing to the local representatives of the respective parties to the dispute, and to such witnesses mentioned, as the representatives of either side may produce. After hearing the testimony and arguments, said representatives shall retire and consider the case, and shall within a reasonable time, render their decision in writing, if one is reached. Should no agreement be thus reached, said representatives shall endeavor to agree in writing as to the essential facts governing the case, and if they cannot, shall state in writing such facts as are agreed upon, together with such questions of fact as are in dispute, and in addition, the respective reasons for failing to reach a decision.

Neither party to a controversy shall have the right to appeal from any joint decision reached in accordance herewith, but such decision may be set aside by joint action of the two executive boards, and either executive board may require a reviewal of a decision by the joint executive boards, and if not set aside when so reviewed, either executive board may protest it as a precedent. Decisions reached in accordance herewith shall govern like cases during the life of the contract, or future contracts, with like provisions, unless otherwise stipulated in writing in the decision, or, except as protested as herein provided. In case no decision of a case is reached, as above provided, the dispute shall either be referred in writing to the Joint Executive Boards for adjustment, or either organization may take independent action, after the expiration of three days notice in writing from the State office of one organization to

the State office of the other in discharge cases and of five days of such notice in all other cases. The officers of the respective organizations, may, from time to time, jointly prescribe the forms and procedure for the trial of cases under the foregoing provisions, the same not to be inconsistent herewith.

In all cases of dispute the miners and mine laborers and all parties involved, shall continue at work, pending a trial and adjustment, until a final decision is reached under the provisions herein set forth.

APPENDIX D

Contract, made and entered into as of the first day of April, 1941, by and between the Illinois Coal Operators Association, party of the first part, and The International Union, United Mine Workers of America, and District No. 12, United Mine Workers of America, parties of the second part.

Fifteenth. (a) The duties of the pit committee shall be confined to the adjustment of disputes between the pit boss and any of the members of the United Mine Workers of America working in and around the mine, for whom a scale is made, arising out of this agreement, or any sub-scale district agreement made in connection herewith, where the pit boss and said miner, or mine laborer, have failed to agree.

(b) In case of any local trouble arising at any mine through such failure to agree between the pit boss and any miner or mine laborer, the pit committee and the miners' local president and the pit boss are empowered to adjust it; and in case of their disagreement, it shall be referred to the Operators' Commissioner and the Miners' District Executive Board Member, or some one designated by him. Should they fail to adjust it, it shall be referred in writing to the Joint Group Board. Said Joint Group Board shall render a decision on the matter referred to it as early as circumstances will permit. It is mutually agreed that the Company Superintendent may act as the Operators' Assistant Commissioner.

The respective organizations pledge themselves in good faith to endeavor to finally and promptly dispose of every dispute arising hereunder. For the purpose of providing full and adequate machinery for the adjustment of disputes that have failed of settlement by the Joint Group Board, an Arbitrator shall be selected jointly who shall attend all joint board meetings, so that he may be familiar with the procedure involved. In matters that vitally affect the interests of either organization, or vitally affect the interpretation of the contract, the dispute shall be submitted to arbitration only at the discretion of the Joint Group Board.

The Arbitrator selected shall be a man who is familiar with the collective system of bargaining as embodied in our joint agreements.

The selection of the Arbitrator shall be left to the Executive Board of District #12, U.M.W. of A., as advised by their International Union, and the Illinois Coal Operators Association. He shall be paid jointly by the parties to this agreement, and shall devote his entire time to the work assigned him as set forth in these provisions.

In the handling of disputes it is understood that each case shall be decided on its merits, without regard to alleged precedents that have been established in the past. No local agreement shall be final and binding until approved by the Joint Group Board.

Independent action may be resorted to only in matters outside of the contract relations; or when the other party to the dispute refuses to submit it to arbitration.

The intent of the foregoing is to obviate the necessity of independent action by either party and to avoid the delay in disposing of disputes which have existed in the past.

No decision reached hereunder by the authorized representatives of the two organizations shall be reviewed modified, or set aside, except as provided herein. The officers of the respective organizations may, from time to time, jointly prescribe the forms and procedure for the trial of cases under the foregoing provisions, the same not to be inconsistent herewith. In all cases of dispute, the miners and mine laborers and all parties involved, shall continue at work, pending a trial and adjustment, until a final decision is reached under the provisions herein set forth.

(c) If any day men refuse to continue at work because of a grievance which has or has not been taken up for adjustment in the manner provided herein, and such action shall seem likely to impede the operation of the mine, the pit committee shall immediately furnish a man or men to take such vacant place or places at the scale rate in order that the mine may continue at work, and it shall be the duty of any member or members of the United Mine Workers, who may be called upon, by the pit boss or pit committee, to immediately take the place or places assigned to him or them in pursuance hereof.

(d) The pit committee, in the discharge of its duties shall under no circumstances go around the mine for any cause whatever, unless called upon by the pit boss or by a miner or company man who may have a grievance that he cannot settle with boss; and, as its duties are confined to the adjustment of any such grievances, it is understood that its members shall not draw any compensation except while actively engaged in the discharge of said duties. Any pit committeeman who shall attempt to execute any local rule or proceeding in conflict with any provisions of this contract, or any other made in pursuance hereof, or who shall fail to advise against any shut down of the mine in violation of the contract, shall be forthwith deposed as committeeman. The same rule and penalty shall apply to the local president when acting alone, or when called into any case. The

foregoing shall not be construed to prohibit the pit committee from looking after the matter of membership dues and initiations in any proper manner.

(e) Every pit committeeman must be an actual employe at the mine where he serves. Members of the pit committee employed as day men shall not leave their places of duty during working hours, except by permission of the operator, or in cases involving the stoppage of the mine.

(f) 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 U.M.W. of A. shall not abridge this right with the understanding that the operators will employ members of the U.M.W. of A. when available, and when in the judgment of the operator the applicant is competent.

No person under eighteen years of age shall be employed inside any mine nor in hazardous occupations outside any mine; provided, however, that where a state law provides a higher minimum age, the state law shall govern.

It is not the intention of this provision to encourage the discharge of employes or the refusal of employment to applicants because of personal prejudice or activity in matters affecting the U.M.W. of A. If any employe shall be suspended or discharged by the company, and it is claimed that an injustice has been done him, an investigation to be conducted by the parties and in the manner set forth in paragraphs (a) and (b) of this Section shall be taken up promptly, and if it is proven that an injustice has been done, the operator shall reinstate said employe, and when so reinstated said employe shall receive as compensation during the period of his suspension or discharge the scale rate provided for in this agreement for his regular employment. In the case of a miner and/or a machine man employed at a hand loading mine on a tonnage basis, he shall be compensated at the rate of $7.00 per day. Provided, however, that should the adjudication of the case be delayed by any act of the miners or their officials, then the company shall not be responsible for more than ten days' compensation. Provided, further, that the employer shall have the option of permitting the accused to continue at work, or, in case of discharge or suspension, put him back to work, pending the investigation as provided for in paragraphs (a) and (b) of this section. It is further agreed that the taking up and investigation of discharge cases shall take precedence over all other cases except shutdowns.

(g) The Operator will recognize the Pit Committee in the discharge of its duties as herein specified, but not otherwise. It is understood and agreed that there shall be no more than three members on the pit

committee at any one time, except that where the operator gives the night boss the right to hire and discharge, the miners may select an additional committeeman to represent them on the night shift. The regular term of the pit committee shall be one year, unless deposed in accordance with this agreement.

BIBLIOGRAPHY

REFERENCE WORKS

Bloch, Louis, Labor Agreements in Coal Mines, Russell Sage Foundation, 1931.

Braun, Kurt, The Settlement of Industrial Disputes, The Brookings Institution, The Blakiston Company, 1941.

Justi, Herman, Common Sense and the Labor Problem, Illinois Coal Operators' Association, 1902.

Justi, Herman, The Illinois Coal Operators Plan for Preventing Strikes, Illinois Coal Operators Association, 1901.

Justi, Herman, Testimony of Herman Justi, Commissioner of the Illinois Coal Operators' Association, before the National Industrial Commission, Washington, D.C., May 13th, 1901, on the Conditions of Labor in the Coal Mining Industry of Illinois, Illinois Coal Operators' Association, 1901.

King, W. L. Mackenzie, Industry and Humanity, Houghton, 1919.

Lapp, John A., How to Handle Labor Grievances, National Foremen's Institute, Inc., 1945.

Suffern, Arthur E., The Coal Miners Struggle for Industrial Peace, MacMillan, 1926.

Van Kleek, Mary, Miners and Management, Russell Sage Foundation, 1934.

How Collective Bargaining Works, a symposium, 20th Century Fund, 1944.

Report of the U.S. Coal Commission, Part III, U.S. Government Printing Office, 1925.

Minutes of the Meetings of the Joint Group Board, 1928 to 1947, Bulletins Nos. 1 to 76, Illinois Coal Operators' Association.

PERIODICALS

Handling Shop Grievances, Harvard Business Review, Vol. 23, No. 4, pp. 469-83, July, 1945.

Harry is for the Headaches, Nation's Business, Vol. 35, pp, 47-49, August, 1947.

Effective Operation of Grievance Machinery, 1946, 18 L.R.R.M. 31.