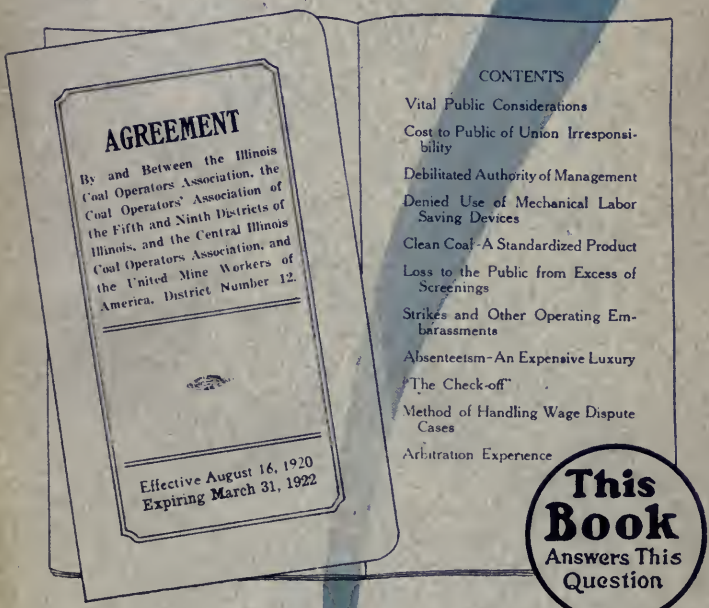
What is Behind the Wage Contract WITH Illinois Miners



This Book Answers This Question

Issued by Illinois Coal Operators Association

Some Vitally Essential Considerations

TWENTY-FIVE years ago, the coal operators of Illinois, impelled by the necessity of securing peace with mine labor, and stimulated by the hope of securing guarantees for the greater continuity of mine operation, adopted the system of negotiating wage contracts by collective bargaining.

It must now be admitted that the methods then adopted, and since followed, have not achieved success.

Failure is mainly due to the contractual incompetency of the miners' organization.

The essential feature of every contract is that for a stated consideration a certain performance is assured or guaranteed.

The exact value of a contract is measured by the capability and responsibility of the contracting parties.

Where either party is neither legally liable or responsible, the sole guarantee of performance is honor and moral integrity.

The lack of direct, legal responsibility of mine-workers as a party to the wage agreement has all along been declared by them to be fully offset by their repeated avowal of absolute integrity of purpose and their determination to make such an arrangement a continuing panacea against mine labor difficulties.

That simple assurance by labor's representatives, however sincerely by them given or believed, is totally inadequate, is now clearly established.

The remedy for this situation is now beyond the unaided power of the coal operators, and legislative action must therefore be had to secure correction.

(1) Labor must, by legal enactment, be made fully and equally responsible with all other classes.

(2) Irresponsible and unregulated monopoly of labor in any industry, must be made impossible, the same as any other form of artificial monopoly.

Sound public policy dictates that where there is monopoly there should be regulation. Either the present indulgent but monopolistic mine labor laws of Illinois should be repealed or Illinois mine labor required to accept strict regulation that would make it assume legally the simple principle of full contractual responsibility.

Organized labor would make no sacrifice thereby, but would benefit from the results of such legislation. The intrusion of radicalism in all organized groups of laborers, is repeatedly claimed by labor leaders as a condition justifying their excuses for their failure to "deliver the goods."

Therefore, the legal remedies herein urged, should be as welcome to conscientious labor leaders and members of labor organizations as strengthening them in establishing and maintaining discipline and contract observance, and the results should be as welcome to them as it would be to the employer and to the public in the correction of wasteful and uneconomic practices.

Any adverse effect would be borne rather by the unscrupulous and arbitrary labor leader, or radical element who have as often sacrificed the interest of their fellow members as they violated property rights and public welfare.

Cost to the Public of the United Mine Workers Irresponsibility Under the Wage Contract at Illinois Mines

THAT those who are interested may have opportunity to study and thoughtfully consider just how and through what failures, under past wage contracts between Illinois coal operators and miners, abuses have grown up that are now distinctly inequitable and burdensome to the operators, and the direct occasion for unnecessary cost of coal to the public,—there is given herein a few excerpts from the last wage contract which expired March 31st, 1922. A brief presentation has also been made of the experience that has been developed in the continuation of work under this form of wage contract.

The recently uncontrolled, and according to the officials of the mine workers' organization, the uncontrollable violation and neglect of each or either of these provisions has, in every instance, meant positive increase in the cost of coal and a consequent increase in price to the public.

Many of these contract clauses have come to be only empty words and idle promises, and where there is monopoly, such as now exists with Illinois mine labor, and there is no accompanying responsibility or liability attached to such labor monopoly, there is or can be no redress either in behalf of the coal operators or of the public who suffer as a result of such a condition.

Among the most important things for which not only contract provision must be made, but also guaranteed by proper and adequate legal responsibility, are the following:

1. The management of ownership must be clearly and definitely established, if such management is to discharge the responsibility with which it stands charged before the public.

2. The way must be cleared to secure every possible economic benefit that may be derived from a more extensive use of every sort of mechanical device through which coal cost and price of coal to the public may be reduced, even though such mechanical utilization may supplant man-power, which admittedly can find employment elsewhere.

3. It must be made not only possible but imperative that through co-operation between management and labor, a dependable and satisfactory product shall at all times be provided, which shall be uniform as to the established and recognized quality of the particular mine from which such coal moves.

Debilitated Authority of Management

IT is well known, and in common parlance well stated, that, "every job must have a boss." Everyone recognizes this as a fundamental requirement in every undertaking, whether it be large or small. The first prime necessity of successful operation in any organization or enterprise is the establishment and maintenance of an effective management, whose rights and powers shall be fully and thoroughly protected. Otherwise there can be no discipline or efficiency. With respect to their own affairs, the United Mine Workers have apparently always themselves recognized this principle and have guaranteed such status for their officers and representatives, by strict constitutional provision and specific governing rule.

At the beginning of collective bargaining at Illinois mines, the organized mine workers having secured for themselves the benefit of the "closed shop," were very willing to provide contract text evidence of their guarantee that the right of management at coal mines in Illinois should at all times rest exclusively with the employing coal operator. This is indicated by the following paragraph from the contract—such provision having appeared in every contract throughout the entire twenty-five year period of joint collective bargaining:

> "The right to hire and discharge, the management of the mine and the direction of the working forces are vested exclusively in the operator and the U. M. W. of A. shall not abridge this right. It is not the intention of this provision to encourage the discharge of employes or the refusal of employment to applicants because of personal prejudice or activity in matters affecting the U. M. W. of A."

Then follows a detailed provision for method of procedure when "it is claimed that an injustice has been done" to a discharged employe, and in what manner and under what circumstances such an employe shall be reinstated,—and not only this, but also compensated for all time he has lost.

As a matter of fact, and this will be readily understood by every employer of labor, the operator's ability under such conditions, to discharge employes that are for any reason unsatisfactory, is essentially negligible, and particularly so when it is well understood that extensive mine idleness is very apt to be precipitated because of the union's latter day assumption of entire right to strike whenever they may decide such course is expedient and to their advantage, wholly without reference to the contract provision which specifically provides that no such action may be taken prior to the hearing of the case and its final decision.

Although the mine management may at times unjustly penalize an employe through discharge, and to protect against such contingency means are provided under the contract to review such action, and as a result of such hearing, some men are reinstated, with the operator paying penalty for his error, — in the way of compensation during the idleness of the discharged employe, — no equally adequate penalty is possible for an equally unwarranted damage done to the operator, as a result of a

local mine strike called to compel the reinstatement of a discharged employe, even before the time such discharged employe's case had been heard and decided.

This lack of mutuality in operation under the contract is, of course, not only inequitable, but calculated to accomplish just what has occurred, essentially complete vacation of every guarantee which it was sought to secure by such provision.

In every large group of working men, it is also well known by every employer that there are certain to be some whose work, as well as general qualifications, physical, mental or moral, do not prove satisfactory to the management or continue at all times to be in harmony with the general surroundings at a given plant. It is, therefore, apparent that there should be no restriction of the right to release such a man. It has come to be impossible, however, to do so except upon the basis of formal charge, full, detailed and complete hearings, and final universal agreement on the part of the representatives of the individual—all of which it will be readily understood is extremely difficult to secure—in many cases, impossible. In consequence, the working force is made less efficient and management that much less respected as a result of the repeated knowledge of the successful resistance of a discharged employe whom the other workmen may know should and would have been discharged but for the activity of their union organization.

DENIAL OF RIGHT TO MAKE PHYSICAL EXAMINATION OF APPLICANTS FOR WORK.

The miners' organization has persistently refused to permit any coal producing company in the state to formally establish as one of the regular conditions of employment, a rule demanding that every applicant must submit himself to physical examination. In the operation of a coal mine or any other industrial plant, it is well understood that men should be selected with due regard to their qualifications for various jobs, and that the physical fitness of a man for a given task should be fully determined before he is assigned to it. This is particularly true where the class and kind of work demands not only sound physical condition, but also reasonable perfection of vision and such agility as comes only with entire freedom from physical defect that would either occasion or promote likelihood of accident to the individual applicant or to others working with him.

There are many physical infirmities and deflections from normal that, without such physical examination, must remain unknown to the employer when a man is hired.

Minor deformities, limitation of motion of an arm or leg from previous fractures or dislocations, deflection of the spine, various forms of rupture as well as many other conditions limiting motion.

There are also numerous systemic disorders and infections, including organic and functional derangements than can only be discovered through examination.

Such examinations to determine fitness would not necessarily deny opportunity for work to every applicant who may exhibit some abnormal condition.

Work of a kind or in a place where his handicap does not jeopardize him or others, can often be found.

It is absolutely unjust to employ or to be compelled to employ an individual in a task for which he is physically unfit, and to pay such an unfit employee the full rate granted to the sound man; and through such employment to incur the risk of almost certain accident, with unfortunate results to the individual injured and, under the provision of the Compensation Law, imposing a direct addition to the cost of coal to the operator, reflected in the price of coal to the public.

The public are very directly interested in this subject. It must be remembered that coal miners are among the specially favored class of labor that are benefited by the adoption of the principle of compensating workmen killed or injured in industry. Labor in the coal industry no longer bears the burden of the economic loss arising from fatalities and injuries. This obligation has in Illinois been fully and completely transferred to the coal consumer through the application of the compulsory compensation law now in effect in every Illinois mine. This item alone has increased the consumer's coal cost about 5c per ton since the law became effective in 1917. It should also be remembered that the indulgence of the public in accepting this economic burden is not shared by all labor, but is for the enjoyment only of a limited number of certain specified classes.

$3,032,253.00 was paid out in behalf of Illinois mine workers in 1920. This was approximately one-third of the total amount paid out under the Compensation Act in Illinois that year. Even so recently as five years ago, mine workers injured, or their dependents if it be a fatality, enjoyed no such consideration.

Mr. Frank Farrington, president of the United Mine Workers in Illinois, in his most recent report to his membership, states "miners have collected more than their proportion of the compensation, but as was said in the former report, this does not mean that the miners have received more compensation than they were entitled to."

Mechanical Devices for the Reduction of Coal Cost

ONE of the matters called particularly to the attention of the United States Bituminous Coal Commission, appointed by President Wilson in December 1919, was the necessity of granting to the operators the unabridged, unrestricted right to use any and every kind of mechanical device by which coal cost might be reduced.

The award of this commission was confusing, uncertain and wholly unsatisfactory, in that it was essentially punitive rather than helpful in its provisions, so far as the coal operators were concerned, and made the utilization of such devices an additional expense instead of offering an opportunity for the reduction of coal cost. The last sentence of the commissions' award on labor saving mechanical devices reading as follows:

> "The mine worker shall receive the equivalent of the contract rates for the class of work displaced, plus a fair proportion of the labor savings effected."

Of course there is no cost saving if the full contract rates for displaced labor are to be paid. Fewer men might be used through the utilization of mechanical devices, but this few would receive all of the benefits previously accruing to the entire number displaced.

COAL UNDERCUTTING MACHINES.

In Illinois mines, all of which are entirely dominated by the United Mine Workers' organization, the only present device brought into actual contact with the coal, and that is used to do a part of the work of mining and removal from the coal seam, is the so-called undercutting machine. There are several varieties of these, but all discharge the same essential function, i. e., they undercut the coal, which is a substantial portion of the work of removal. On this account, and since the miner, who originally did by hand and explosives all the work of removal and received therefor a certain amount per ton, it is patent that there should be some allowance made from the hand mining rate for this undercutting.

In Illinois mines, the amount allowed for the provision by the operators of this undercutting machine, the power to operate it, the necessary repair, upkeep and final depreciation of its original cost, is only 7c per ton.

This 7c does not cover the items indicated and these machines are therefore operated at a flat loss to the coal producing companies.

Illinois coal producers are also the victims of discrimination in connection with their effort to use these machines, being seriously handicapped and out of line competitively with coal operators in other districts of the country where the amount allowed by the miners from the pick mining rate, for exactly the same service rendered in Illinois, varies from a minimum of 12c to as much as 22c, as against the 7c ONLY allowed in Illinois.

Therefore, the paramount reasons for the continued use of undercutting machines in Illinois mines are to reduce injuries to men, damage to property, and degradation of product arising from the excessive use of explosives by "hand" miners.

No reduction whatever of cost is possible, although the miner's work is materially reduced, and through the increase in tonnage brought down and that he can load in a given time, his earning ability is substantially greater. Coal loaders after undercutting machines, have net earnings of 20 to 25% more than so-called pick miners who do all their own work without any such mechanical assistance.

COAL CUTTING AND LOADING MACHINES.

There is a large number and a wide variety of these machines now in operation in the non-union fields, and through the use of such machines half the number of men will produce many times the volume of coal possible to hand workers.

The arbitrary rules of the Miners' union forbid any and all advantage that might arise from the use of this class of machines. Repeated attempts have been made by Illinois operators, to reach an agreement with the mine workers for the use of such machinery, but in every instance the scale rate demanded by the union organization has made any cost saving utilization impossible.

COAL DRILLING

For precisely the same reason, all Illinois coal still continues even to this day, to be drilled by hand. Two hours of time are required to do by hand what might be as well or better done, by power drill, in a very few minutes. But neither the consent of the union organization, nor such reduction of the established mining rate can be secured, as will warrant the installation of the necessary facilities to establish power drilling as a possible practice in Illinois mines. And this is true regardless of the fact that the individual miner would, through release from such drilling, have the additional time in which to load a greater volume of coal which someone else, with the aid of such mechanical devices, would make ready for him to load.

In any system of human effort, professional or industrial, the best results are secured through the development of special skill or fitness to do a part of the job instead of the whole job. This can be done in the coal mining industry through breaking up the present practice of having the individual miner, drill, shoot and load coal and such change will result in increased instead of decreased earnings to him.

WHY THE PUBLIC PAYS

However much organized labor may resist, as it always has resisted, mechanical utilization, it is none the less true that every progressive industry, either large or small, from the littlest farm to the most extensive industrial plant, has accomplished much if not most of its developed efficiency and lowered cost of commodity, through the increasing use of mechanical devices.

Wide discussion arises from the fact that too many men have sought to secure an income in the coal industry and are still being received and stay therein, wholly as a result of the fact that present wages paid at bituminous mines are disproportionately high as compared with other industries, and with the character of work done. It is universally recognized that this condition must be remedied.

As another means of reducing such excess, Illinois operators propose in connection with the present wage scale negotiations, to make every possible effort, and struggle to the limit of their present ability, to secure such change in the working conditions set up in the present state contract with the miners, as will permit the freest possible use of every mechanical device and arrangement, calculated to reduce coal cost, thereby reducing the number of hand-work men now necessary to produce the present volume of coal.

Clean Coal

NEXT to the unabridged right of management in every establishment, comes the importance of providing regularly a uniform and satisfactory product.

On this point also, the miners' organization at the outset of our joint relations were equally outspoken in their acknowledgment of the necessity for fully protecting operators in this particular, and we have several specific contract provisions that, fully observed by the mine workmen, are apparently calculated to guarantee desired results. That they do not is simply another phase of the slowly growing but constantly developing contract delinquency.

"QUALITY OF COAL: The scale of prices for mining * * * is understood in every case to be for coal practically free from slate, bone and other impurities."

At those Illinois mines where serious effort is made to provide consumers with clean coal, the amount of impurities removed by day men (not by the loaders as the contract contemplates) averages about 3% of the total hoisted weight of coal. This impurity removal, together with the amount paid for such weight, when the miner is credited for the total weight of the contents of his car sent up, varies from 10 to 15c per ton. This amount does not cover the additional cost of special preparation and sizing of coal.

PENALTIES FOR LOADING IMPURITIES: Under this title, two pages of the agreement are devoted to a detailed presentation of methods to be pursued in determining such penalties, the final paragraph reading,

> "The foregoing is designed to insure to the operator the loading of clean coal, while protecting the miner from the penal provision."

The fines imposed range from 50c for the first offense to as high as $2.00 for the third, or in lieu of such latter fine the offending miner may be suspended for three days of mine operation. One feature of this penalty arrangement is that each of the three offenses must occur in the same calendar month, if the amount of the fine is increased. For $1.50 a month, therefore, a miner might twenty-four times each year, load out impurities, and be in no danger whatever, even of suspension.

For so-called "malicious or aggravated cases" the contract does provide for outright discharge, the technical requirements for procedure in such cases, however, makes the effort to secure such discharge, fully equivalent to a suit at law.

In the last five years, there have been only thirty discharge cases for aggravated offenses, or about one case out of every five taken up.

The so-called "dock bosses" who inspect coal as it passes over the screen are generally heartily disliked and are frequently the subject of assault.

Today, miners are not only neglectful in the matter of providing clean coal in the mines of good natural conditions, but insist, after accepting employment at less fortunate mines, upon demanding premium payment for what they call working in a deficient place, meaning a place in the mine where the work and difficulty of removing impurities from the coal seam is perhaps above the average.

In the earlier days when these contracts were first entered into, it was fully understood that it required time, patience and some skill to so mine and load coal so as to avoid contamination with either overlying slate, or underlying fire clay; to carefully remove bone coal, slate or similar formations that occurred in some parts of the seam, but it was accepted as a part of the assumed obligation under the contract and done, it being definitely understood by each miner that if he accepted employment at a mine where conditions were such as to make certain that the work of impurity removal would be much harder, he would have to do that much more than men employed at mines where the natural conditions in the coal seam were better.

As a direct result of this gradually changing viewpoint of mine workmen, a very heavy burden of expense has been laid upon the coal producing companies in providing extra day men to do work that the loaders, under the terms of the contract, should do.

COAL DEGRADATION THROUGH DEVELOPMENT OF AN EXCESS OF SCREENINGS:

On this point the contract reads,

> "The system of paying for coal before screening was intended to obviate the many contentions incident to the use of screens, and was not intended to encourage unworkmanlike methods in mining and blasting of coal or to decrease the percentage of screened lump, and the operators are hereby guaranteed the hearty support and co-operation of the United Mine Workers of America in disciplining any miner who from ignorance or carelessness, or other cause, fails to properly mine, shoot and load his coal."

Despite this very clear and explicit contract provision and the repeated assurance of mine workers' representatives, the percentage of screenings produced at Illinois mines has increased during the last fifteen years from a maximum of 25% of the total output, to a constant average at the present time of around 50% of total hoisted weight of coal. This showing also is made, regardless of the fact that over 62% of coal production today is from mines where solid shooting has been discontinued and the coal is undercut by mining machines, blasting shots are fired by special men provided for the purpose and every possible effort has been made by the operators in such use of machines and in the reduced use of explosives, to keep the production of screenings at a minimum.

Screenings always sell in normal times for less than cost, such loss is therefore of necessity carried over to the prepared sizes, lump, furnace, small egg, which are the grades required particularly by the householder and small steam consumers.

Steam users generally are in consequence today paying only from one-half to two-thirds as much per ton for screenings on board cars at the mine as other users are paying for the prepared sizes. When burned in appropriate furnaces, both have identical fuel values. In addition to which there are many instances where the freight rates on screenings are lower than on the larger sizes. Such reduction in freight rate is justified, and in fact made imperative, in order that wider markets may be found in which this disparaged but rapidly increasing grade of coal can be disposed of. All of this loss to the coal operator, to the consumer of prepared sizes and to the railroad in lowered revenue, arises from the failure of mine workmen to pursue workmanlike methods in mining the coal.

The problem of preventing the needless punishment and breakage of coal by excessive use of explosives, indifferent and careless mining practice and otherwise, all of which is the direct occasion of this wasteful and increasing amount of screenings, is one of the largest problems that constantly confronts Illinois coal producers today.

Strikes and Other Embarrassments to Mine Operation

WHILE admittedly mines are thrown idle by mechanical difficulties, or break-downs; by lack of railroad cars and by lack of market demand, such idleness arises solely as the result of presumably inescapable contingency or of an existing economic condition.

Mine stoppage from such causes is a recognized factor, reasonably accurately known, as a result of many years' experience, and is given full consideration at the time wage scales are determined and a bargain made with the mine workers' representatives covering the conditions under which, with all these things considered, coal will, during a fixed period, be mined by their membership, for the operating companies with whom they make such contract.

It is for this reason that wage rates paid to miners for all classes of work have for many years been substantially higher than the wage rates for similar service in other industries.

Enforced idleness of a mine occasioned by a strike of the workmen, under an existing contract, cannot therefore in any degree be justified because of these before mentioned contingencies or economic conditions which have been taken care of in the original wage contract consideration and adjustment.

LOCAL MINE STRIKES

This class of strikes are therefore not only a violation of the contract but indefensible. They are a clear manifestation of entire willingness, in fact determination, to utilize a weapon, "the exercise of their economic power," which they have explicitly guaranteed not to use.

The contract reads:

> "Independent action may be resorted to only in matters outside of the contract relation; or when the other party to the dispute refuses to submit to arbitration." Again, "in all cases of dispute the miners and the 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."

Regardless of specific agreement, Illinois operators continue constantly to be harassed with local mine strikes for the arbitrary enforcement of some local or district demand made by the miners in flagrant violation of the wage contract.

Many if not all of these strikes are precipitated upon the slightest possible pretext and for causes that are wholly trivial and out of all proportion to the loss suffered either by the miners or the mine owners, as a result of such mine idleness.

It is true, of course, that the contract provides for penalties that shall apply in cases of this kind, but the application of such penalties contemplates the existence of an established regulatory authority within the miners' organization that will seek conscientiously to compel contract observation. It is, however, frequently ascertained that such status does not exist, or at least is promptly effective in only a relatively small percentage of such cases.

It has apparently come to be felt by miners' representatives that contract obligation is fully discharged if, after one to three days of unjustifiable idleness, the men are finally compelled, or rather pursuaded, to go back to work, and that in consequence no fine or other penalty should be required.

THE AUTOMATIC PENALTY CLAUSE

The elimination of which the miners are at this time demanding, was set up and authorized by the direct order of the United States Fuel Administration, in November 1917, for the purpose of guaranteeing to the maximum possible extent the elimination of the so-called "wild cat" local mine strikes.

For many years prior to the establishment of this automatic penalty clause, our wage agreements provided fines to be imposed upon individual or groups of miners who wilfully threw a mine wholly or in part idle by strike or otherwise. The application of such fines, however, were subject to joint determination by a board composed of operators and miners' representatives and as a result such fines were, through repeated delays occasioned by the miners, and their recourse to technicalities, seldom or never collected, no matter how flagrant the case. The miners' representatives were uniformly averse to participating in such penalization.

The automatic clause provides that "the collection of all such fines shall be automatic," that is, checked off by operators from the first money earned and due to such offending employes. This procedure makes it difficult for miners' representatives to subsequently do otherwise than permit such penalization to stand.

STATE WIDE STRIKES

Are not, however, adequately reached by the automatic penalty clause. This is true whether such strike shall be with or without the authorization or supine acquiescence of the state or national officials. Nor under any voluntary agreement which lacks the support of the full legal responsibility of either party, so that each or either of such parties may be sued for damage, can a proper or adequate remedy be applied to prevent such strikes.

The widespread strikes in Illinois during the period from July to September 1919, and involving at times as much as 60% of the producing capacity of the state; and again the complete shut-down of the state in July 1920, in both instances demanding

essential, entire abrogation of an existing contract, are simply manifestations either of absolute loss of control by labor leaders or their complacent acceptance of a difficult situation the damage of which they realize will be borne elsewhere than by them or their membership.

It is just here that the real burden of irresponsibility is made clearly apparent to the public as an unwarranted load they are compelled to carry. Mine strikes seldom occur when times are bad and market demand light. The assault comes rather when, because the public wants coal, the operator is anxious to run his mine and would seem to be vulnerable to attack.

ABSENTEEISM

In coal mining as in every other industry having inter-dependent units, the absence of a portion of the workmen disturbs the entire operation, reduces efficiency and output and increases cost. Absence of six or eight of the employes who are in charge of the haulage of coal from the working places in the mine to the shaft bottom, seriously curtails the production for the day and may in consequence increase the cost for that day as much as 25 cents per ton solely because of the reduction of output. This is only one illustration; there are numerous other embarrassments to operation with attendant increase of cost, that arise solely from absenteeism.

Under the existing wage agreement, an employe may be discharged only "when he absents himself from his work for a period of two days, without the consent of the company, other than because of proven sickness.

Another part of the contract provides, "if any employe shall be suspended or discharged by the company and it is claimed that an injustice has been done him, an investigation shall be conducted * * * and if it is proven * * * the operator shall reinstate * * * and such employe shall receive compensation during the period of his suspension or discharge."

It will be seen at once that disciplinary suspension or discharge is therefore made difficult if not impossible.

Apologists for this frequent embarrassment of mine operation with the attending increase in the cost of coal that follows as a direct result, insist that "A fair interpretation * * * is that an irregular industry breeds irregular habits among the workers. When the men are not accustomed to going to work regularly every morning, the incentive for regular working becomes less potent and a certain amount of absenteeism inevitably results. This is the psychological factor of irregularity, and it may be expected that it will disappear in large measure as the industry becomes more stable."

In view of the fact there is no prospect of securing more than improvement as to regularity of mine operation, and that from the very nature of the business and the inherent impossibility of ever approximating the regular work time of factory and other industrial workers, it would seem that there are those who do not believe that any positive effort should be made to reduce this growing practice. It is worth noting, in passing, that within the experience of coal operators, absenteeism always reaches a minimum that closely approximates the absenteeism in other industries in every instance where the wage rate paid to miners more closely approximates that paid in other industries. But while two or three days' work in a coal mine will bring returns possible only to others for a full week's work, absenteeism will continue as an abuse at coal mines.

HOLIDAYS

The wage contract provides for six holidays each year and says,

> "these shall be the only holidays under this agreement."

County fairs, special celebrations and occurrences, and the observance of various saints' days, add regularly each year, however, an average of about twelve to fifteen additional days that at some time during the annual period affects every mine in the state. So definite and regular is the entire indifference of the average miner, and of their representatives, to the complete vacation of this provision that for some years last past almost no effort has been made to secure penalty application in these cases. As with other delinquencies that are annoying and that involve additional expense, not always either minor expense, the cost has simply been carried over into the general account and corrective effort practically abandoned.

The Check-Off

The attitude of the miners with respect to the check-off is very well stated by one of their own number in an address before one of the earliest joint conferences. He said: "When the operators enter into a contract with the United Mine Workers of America, they do so believing that the officials of that organization will enforce the terms of that contract. * * * If that be true, and it surely is, haven't we the right to demand that every employe be in our organization, and obligated to obey our mandates in order that he may deliver the goods? * * * The operators know that if their employes try to get away from the terms of the contract, all they need to do is to notify the officials and they will go there and get them in line. They also know that it takes money to make the mare go. They also know that the miners pay a monthly tax, and that

dues are no greater when they are checked off than when they are paid voluntarily; but dues we must have or we cannot keep up this joint agreement."

Regardless of this very brave assurance of discipline to be unfailingly exercised and which would guarantee the performance of every member under contract,—strikes and stoppage of mine operation have always had to be met, and to an increasing degree year after year.

It is also a fact that whereas the original demand of the miners contemplated only the check-off of dues and assessments for the direct and immediate purpose of the organization including also the payment of check-weighman, and of certain sick and death benefits, the scope of the check-off has been steadily enlarged both as to amounts paid to the national, to the state and to the local organizations.

In recent years also miners' locals—the unit of organization of employes at a single mine,—have been permitted to levy additional assessments for use in their own local enterprises, such as sending out special committees or representatives, building a hall or labor temple of their own, the establishment of co-operative stores, and other activities of this sort. These local assessments at times become very burdensome and in those instances, which are frequent, where a local is largely dominated by a radical or extravagant minority, the amount demanded and collected through the check-off becomes a severe drain upon the individual miner and must be paid by him whether or not he likes it or agrees with the principle or policy so determined.

The "check-off" made from the miners' earnings, for the payment of their union dues and assessments, amounted in 1920 to 2.46%, and in 1921 to 3.33% of their total earnings.

The average amount of such payment daily per man being 19.6c for 1920, and 28.6c for 1921. This average has no bearing on the number of days each individual worked, it applies to the men who had temporary employment as well as those working every day the mine had work to offer. These per diem figures are secured by dividing the total amount paid through the "check-off" fund, by the total number of men-days worked, at the total number of mines included.

Based upon the detailed showing of 135 mines for 1920, and for 140 mines in 1921, the approximate total amount checked off in behalf of the mine-workers organization by the coal operators of Illinois, was $3,700,000.00 for 1920, and $4,300,000.00 for 1921.

This is an average per ton on the out-put of 1920 of 4.2c, and for 1921 of 6.4c per ton.

Nor does it seem desirable as a matter of public policy that the representatives of an alleged voluntary organization in the State of Illinois, shall have

the plenary power to collect and disburse an average of as much as $4,000,000 a year, and particularly when such organization, so financed, and continuing uninterruptedly from year to year is totally and wholly irresponsible and not answerable to any degree or in any respect to any established authority of the commonwealth or of the federal government, and except to a limited extent even to the membership of such organization.

It is reasonable to hope that a proper and more definite sense of individual contract responsibility might eventually develop if the miners secured monthly, semi-annual or even annual statements showing what use, in detail, is made by the organization, of the vast sum of money collected.

But the present system is a breeder of irresponsibility. The individual pays and gets a certain class protection from a marauding system that in itself renders no monetary account to him and accepts no responsibility for what it perpetrates presumably in his behalf. The individual is merely slightly raised up in a system of mass success, only to be forever locked there through the inherent limitations of the organization that achieved it for him. In this stage he is fed a continuous dissertation of fallacious economic political propaganda and carried along with the stream of general social advancement, but rarely makes any further individual progress. How much better it would be for the individual, through a sense of responsibility, to eventually lift himself on merit above the limited level of mass or class success.

Banking and insurance of all kinds, although public or quasi-public in their character, are none the less based upon the voluntary participation of the individuals who utilize such agencies with the belief that the co-operation of a large number is calculated to prove of benefit to all participants. Our state laws carefully examine, and limit the activities of every such organization for the purpose of guaranteeing that funds similarly paid and accumulated shall not be wasted or dissipated for other than proper purposes, so that those who are supposed to benefit shall not be denied a right for which they have paid.

Experience and the denouements of the past few years would seem to make entirely clear that the members of many union labor organizations require a similar degree of protection and a corresponding exercise of function by state authorities.

The establishment of the check-off as a practice at the coal mines in the State of Illinois was largely a matter of expediency. First,—because the operators were inclined at that time to take seriously the assurances given by the miners, and believed that paid representatives constantly available, were necessary to secure contract observance and to prevent recurrent mine idleness arising out of "wild

cat" strikes. Second,—because in the event of failure to secure payment of dues from all of the employes at a given mine, it was the custom of the representatives of the union to stand at the head of the shaft when men were being lowered into the mine to go to work, and demand of the management that it refuse to put into the mine any man who had not paid his dues to the union. In the event of refusal and any such men were sent into the mine, the union men who had paid their dues were promptly called out. As a result, and during several years, there was a constant recurrent period of three to four days following each pay-roll disbursement and while, by such methods, delinquents were being "rounded up," that every mine in the state was thrown wholly or in part idle. These came to be called "card days," and were, as can be readily understood, an expensive luxury to the operators.

Here again the inadequacy of the state picketing laws to prevent such interference with work, made any control of such a situation impossible. Almost universally mines are situated at some little distance from towns and are wholly without any adequate police or other protection, and under such circumstances there has been little opportunity for the average operating company to do more than submit.

The automatic check-off of union dues and assessments guarantees, of course, the absolute closed shop which, in turn, puts every employe under the direct and positive control of the union organization. The officials of the miners' organization are the alter-ego of every member of the union. The individual may not even agree with the management regarding the manner and method of his work if, in the judgment of the union representatives, his proposed action is in conflict with their interpretation of the working agreement with management or of a ruling of the local union.

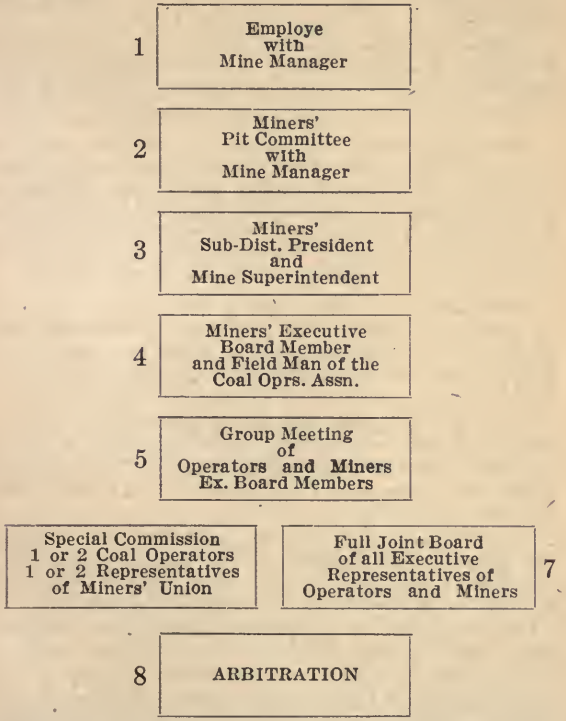
Whereas in the earlier days such an arrangement may have been deemed wise and perhaps even essential, in order that union officials might have facilities and power to guarantee discipline among men and provide compliance with the wage contract, such power has of late years been entirely reversed and much abused by unscrupulous and ambitious labor leaders, and is now directed rather against the employer, with demands always made in behalf of the employes only, the acquiescence therein by the operators being compelled through threatened or actual strike.

It is perfectly apparent, therefore, that the closed shop is incompatible with public welfare except it be accompanied by full responsibility and direct legal liability of the organization enjoying such status.

Method Provided for Settlement of Disputes Arising Under the Illinois Mine Wage Contract

Showing the entire order in which cases may move to a final determination.

Adjustment may be secured in any of these blocks (from 1 to 8), and the spirit of the wage agreement contemplates that strikes shall not occur until all these indicated agencies have been exhausted.



Referring to blocks 1, 2 and 3, it will be noted that three distinct efforts are always made by the employer to secure settlement before the case is "referred up." The Mine Manager (sometimes called "the pit-boss"), and the Mine Superintendent are company employes and do not belong to the mine workers' organization. They represent the mine management, the first below ground, the second the entire plant, above and below ground.

After the unsuccessful negotiation of a dispute between an employe and the Mine Manager (or if it be an employe above ground, the "Top Boss"), the miner's case is immediately passed to the union organization, the so-called "pit committee," being the first and immediate point of official contact of the United Mine Workers of America with the miner and the individual company for whom he works.

Except as a witness, in further proceedings, as indicated in blocks 2 and 3, the complaining miner, does not, except in rare instances, participate further in the negotiations. The various officials of the mine workers' organization becoming thereafter the official advocates and adjusters for the individual.

4. The field man of the operators' association, representing the operator, and the Executive Board Member, representing the miner, ordinarily meet for the consideration of a case at the mine where the dispute originated. Proper procedure contemplates that after hearing all the facts presented, they shall prepare and each sign an agreed statement of fact covering every feature of the subject in dispute, after which further evidence by the individual is not ordinarily given. This rule is not always fully observed.

General practice however usually carries the issue entirely out of the hands of those immediately affected for ultimate determination by the other agencies provided for by the wage agreement.

Practically every case arising, upon the initiative of the miners, where a decision promises to have a bearing, with respect to the possible establishment of a precedent affecting other districts in the state—is promptly "referred up" in order that full consideration may be given by representatives from all sections of the state, both operators and miners.

At times such cases, having been found to apply to conditions peculiar to the mine where the case originated, are decided with a specific, written provision, that the decision "shall not be made precedent" in other cases of presumably like sort.

5. A group board meeting is composed of representatives of operators and miners from only one or at most two mining districts within the state and considers only cases that have arisen in such local district or districts.

In the event of failure to reach an agreement in the group board conference, to which ordinarily a substantial number of cases have been referred for action, the following action may be taken:

6. Reference to a special commission of operators and representatives of the Miners' Union, with power to dispose of the case.

7. Reference to the full joint executive board meeting, which is composed of the executive officers of the operators' and miners' representatives from the ENTIRE STATE.

8. Reference to the Arbitration Board.

(In the event of disagreement, either the special commission or the full joint executive board may also refer the case to arbitration.)

The Arbitration Board is composed of three members, neither of whom have any connection with either the operators or miners. Cases are presented in writing to the Board and subsequently argued by the representatives of the operators and miners. Payment for the services of the arbitrators is borne equally by the operators and miners.

Probably 85% of all the cases arising are settled in the first three blocks shown on the diagram.

Of the unsettled disputes passed up by the coal company to their association for adjustment and final settlement, the individual employe involved continues at work, pending settlement, in probably 99% of the cases.

It often occurs, however, that a strike of one or more days and involving all or part of the working force may precede the final acceptance of the prescribed method of handling such disputes. That individuals or the entire local at a given mine may see fit to act in flagrant violation of the contract and even for one or more days defy the authority of their own officials is an index of the general loss of respect for their assumed responsibility as set out in the wage contract.

It is these unauthorized local manifestations that are referred to as "wild-cat strikes." Subsequent submission to orderly procedure in no manner eliminates the loss and damage arising from such arbitrary action. In many instances the advance guarantee of remission of fine is demanded before consent is granted to have the case taken up in the prescribed manner, or a subsequent strike is called to compel remission of such fine when levied.

Refusal to continue at work occurs only when it is believed by the miners that through the action of a group remaining idle they can compel the prompt grant of a demand, because the operator will not feel warranted in having his mine held idle for the period necessary to carry on negotiations through the various procedures provided for in the agreement, any or all of which might of course be willfully delayed.

Comparatively few men may, at times, be able to throw a mine idle, and against the wish even of a great majority of the other men employed in and about the plant. There are times also when APPARENTLY only a few men are responsible for a shut down of the mine, but nevertheless they receive the support of all other employes through failure to replace such men or to attempt any form of discipline directed against them. In such instances the few individuals become the "cats-paw to drag the chestnuts out of the fire," and in the event at a later hearing of the case, adverse decision is rendered, only a small number can be fined in accordance with the wage agreement, for throwing the mine idle.

The small groups that can thus shut a mine down are the drivers, or motormen, engineers, mine examiners, checkweighmen, shot firers, mining machine runners and those others on the continuance of whose service, all other employes are compelled to depend if the flow of coal from mine room to railroad car is to be continuous.

Twenty-five years of close, detailed adjudication of wage agreement provisions in the coal industry has developed a more or less highly technical status which is closely analogous to the jurisdictional and similar embarrassments prevalent in other industries.

Labor in the Coal Industry is probably the most

closely and completely organized of all the major industries in the State. Not a ton is produced from any shipping mine except by members of the United Mine Workers. The miners' organization is not only fully organized in every major and minor detail but is also excellently equipped financially.

Arbitration

Within a very few years after the first contract was closed with the miners' organization (1898) an increasing number of cases arose that were largely based upon a technical interpretation of the language of the agreement, or that found their origin in the unfortunate local conditions at very few mines. There was also gradually added to the situation a growing tendency on the part of the representatives of labor to sustain the men on every case without particular reference to its merits, and in the event of the refusal of operators to accede to demands made, so-called independent action was taken by the miners, they exercised their alleged right to bring economic pressure to bear by calling a strike of employes. So rapidly did this practice grow that the operators eventually sought through the operation of a common defense fund to sustain such of their membership as were so assailed. It reached a point of armed defense on both sides, so far as finance was concerned.

After the continuance of such status for some years, and following the five and a half months' strike in 1910, an Arbitration Commission was agreed to and established, as follows:

"All cases of dispute which have taken the regular course under the contract and have reached the Joint Executive Boards, as provided in the contract, shall be passed upon by said Joint Executive Boards, and if they fail to agree or reach a settlement, the case shall then be referred to the arbitrators provided in the contract, within six days after such disagreement."

In 1911 a number of disputes were handled, but subsequently there was universal refusal on the part of the miners and their representatives to permit any further cases to be so referred and there was prompt reversion to all the old time conditions, only in a more aggravated form, the strike weapon being more largely relied upon to secure desired results.

Again the situation became sufficiently intolerable to demand action and the subject of arbitration received a great deal of consideration throughout the six weeks' joint conference of Illinois coal operators and miners, at Peoria, Illinois, April 2nd to May 8th, 1914. The attitude of the parties at interest is well set forth by two representative statements below, which are taken from the records of that convention.

FOR THE MINERS.

"Our people have a deep seated prejudice against this proposed arbitration. We haven't reached the stage of development in our organization where our people look at these matters as some of us may do. The experience we have had in the past in some of the arbitrations that have taken place warrants our people viewing with suspicion any method by which disputes can be arbitrated. Our people, like many other organized workers, are not going to surrender the right to strike if they feel they have a just cause to strike for."

FOR THE OPERATORS.

"This is one time I wish I had the wisdom of Solomon, the eloquence of Demosthenes and the patience of Job. I am thankful, however, we have something in this convention at this critical period that is unusual. We appear to be in the best of humor and have been entirely free from the memorable 'parting of the ways and settling it on the industrial battlefield.' It is encouraging, to say the least.

"In reply to my friend on personal liberty, I wish to say that whenever personal liberty interferes with the community's interest, personal liberty must be set aside, it must take a back seat in all civilized countries. We cannot retain our personal liberty and join any combination, any order, any association for the mutual good. To retain absolute personal liberty means that we must go back to where each tub stands on its own bottom.

"Now, I feel very keenly the opposition of the miners to this court of last resort; I feel that the miners' organization, especially in Illinois, should welcome a court of last resort. As to the particular form, I do not care about that. The average operator does not care whether you adopt the form proposed or whether you adopt some other method. What we do insist upon, what all the operators of the State of Illinois, as represented by the three associations, insist upon, is that any dispute growing out of this agreement, that the joint boards cannot settle, must be submitted to a court of last resort or some other method to have it finally disposed of without interfering with the operation of the mine. Call it compulsory arbitration, voluntary arbitration, court of last resort, or by its proper name, common sense, we must insist that we cannot put in from December to May, starting at Indianapolis, going to Philadelphia, back to Chicago, down to Peoria, and wind up about the first of May with an agreement under which to operate our mine, then go home and have those mines close down whenever a majority of your Board in their infinite wisdom decide it is to your advantage to close them down.

"Our mines are closed down now and so far as I am concerned, and I think I can speak for every operator in the three associations, they may remain closed and those that are now operated be closed with them and remain closed, before we will sign or accept an agreement that gives you the power, that gives your officers the temptation to cancel an existing contract on us individually at their pleasure. Your organization and the joint movement was not built up, gentlemen, on that basis. You gave up your individual liberty when you took the oath of allegiance to the United Mine Workers. I know, I took it myself, I administered it to thousands—and they were mighty glad to give up that individual liberty. That individual liberty didn't amount to a row of beans when you were dealing on your individual liberty. You didn't quarrel about horseback, you didn't quarrel about anything, you took what the boss gave you—and if you said much about it you moved. You know it, I know it, everybody knows it. You wouldn't trade your present condition for your old individual liberty in Illinois if they gave you a million dollars to boot—you couldn't afford it.

"You must recognize, gentlemen, that the operators of Illinois and of the Central West, including the Southwest, recognize your organization, entered into these joint agreements with you on the plea that it would do away with strikes and lockouts. We said to the miners, 'Come in, give up your individual liberty, you are not in the position to bargain to advantage; come together and then we can contract on some kind of an equal basis. As individuals, we cannot get anything we are entitled to, we must take what is offered.'

"Then we said to the operators, 'Here, instead of having a strike called when there are a few agitators in your mines, instead of having to raise the price of coal when the weather gets cold and the miners get haughty, you can make a contract until Spring. Instead of raising the price occasionally during the life of a contract, come in and make a joint contract that will guarantee that the mines will operate uninterruptedly during the life of that contract.' They did it, I did it, they took the bait and swallowed it.

"And today you tell us you cannot give us a court of last resort because you are surrendering your individual liberty! I want to say to you gentlemen, that your brothers in half of the mines of this country would be mighty glad to accept an agreement anywhere near like that offered you today and surrender their so-called individual liberty. Whenever two men enter into a contract they surrender their individual liberty. Every other agreement made in this country provides some method of

settling disputes without resorting to the shot gun method. If we buy the coal from a farmer on the per ton or royalty basis we have a provision for arbitration, either by selecting a board when the dispute occurs or going into the civil courts. If you rent a house from me or I rent a piece of land from you, we have a contract covering it, we have an arbitration board to settle any dispute that arises between us. And yet you ask us, representing millions and millions of dollars invested in the Illinois coal mines, and you representing all the brains and muscle of seventy or eighty thousand men, to enter into a contract with no arbitration and you will interpret that contract.

"Did you ever stop to analyze what it means? Do you know that independent action was served on me, affecting a three million dollar corporation and two thousand United Mine Workers, when there was involved in that dispute $4.98? And when the bill was paid it amounted to $2.49. That happened during the last three years. Do you know that, no matter how hard an operator or how hard his miners may try to live up to the terms of the agreement, there is always room, there is always danger of an honest dispute arising between them? If so, if a dispute arises, shouldn't it be settled? Isn't it cheaper, after your local committee and the mine manager disagree, after your sub-district president and the superintendent of the company disagree, after the commissioner and your state officer disagree, after your joint boards disagree—isn't it better, isn't it cheaper to submit it to an arbitrator than to fight it out?

"Look over the records and find how much you have gained by independent action in District 12, then figure up what it costs, and every miner in Illinois will be in favor of the court of last resort. And we are entitled to it. You cannot eat your apple and keep it. You cannot have a contract that guarantees you no disputes during the next two years, and gives you the right to have a dispute whenever you see fit. Your organization cannot afford to play with this dangerous fire. What does it mean? It means that your officers will be subjected day after day to demands from localities, from local unions, from aspiring officials, to declare independent action. And so long as you have good, honest, level-headed men on your board we may not lose our properties; but all you need to do to make our properties worthless is to put a majority of men on your board that are either corrupt, or weak-kneed, or dishonest enough to bury their conscience when they are deciding questions, or where votes will depend at the next election. Should men recently from the picks be subjected to this temptation, saying nothing of our properties and our jobs?

"I want to say to you, gentlemen, that you must not be beclouded or befogged by this issue of a court of last resort. We have not proposed that you submit to compulsory arbitration, that you give up your inalienable right to strike—not at all, not at all. You are representing the miners of Illinois and we the mine owners; we are making conditions under which these properties are to operate during the coming two years, and if there is any one who would prefer to retain his independence, to retain his individual liberty, let him go to Kentucky, let him go to Colorado, let him go to Central Pennsylvania or to West Virginia. If he would rather have that right to strike when he has a dispute with the pit boss, let him go where those conditions prevail."

On May 8th, 1914, the conference accepted a report from its sub-committee defining an agreed basis for another arbitration arrangement, which was subsequently reflected in the new wage agreement.

In 1915, under the present existing arbitration arrangement a number of general questions were decided by these independent members. There is now being referred to the commission an average of something over twenty cases each year.

Many of the miners, however, continue to be so much opposed to the work of the commission that they openly favor the abandonment of this procedure.

While, as the records show, independent action has by no means been done away with but to the contrary seems at times to be even worse than ever before,—due allowance must be made for the almost universally prevailing disturbance of labor status during the war period. Reasonable patience must of necessity be exercised by operators and miners alike in seeking intelligent adjustment to the new conditions that shall hereafter govern in the industry both as to wage level and also the manner in which wage agreements shall be negotiated and subsequent disputes arising thereunder settled. It is a fair statement to say, that the conservative thought of both operators and miners favor the elimination of strikes and believes that few, in fact almost no situation ever arises that may not be most satisfactorily handled by some form of arbitration, rather than through a display of force which in the ultimate outcome gains no more satisfactory results.

It is also felt by operators generally and by many of the conscientious labor leaders that the promptest means of guaranteeing the elimination of the unwarranted, unauthorized industrial strike is through the establishment by law of the full responsibility for any and all loss and damage arising from contract violation.