# Agreement

BETWEEN THE
UNITED MINE WORKERS of AMERICA
AND THE
COAL OPERATORS' ASSOCIATION of
WYOMING

YEAR ENDING AUGUST 31, 1910 FOR MINES IN WYOMING

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FOR MINES IN WYOMING

# AGREEMENT

Ogden, Utah, July 2, 1909.

It is hereby agreed between the Wyoming Coal Operators' Association and the representatives of the United Mine Workers of America of District 22, that the following scale of prices, and Rules and Regulations, and Provisions, shall be in effect from September 1, 1909, until September 1, 1910.

#### SECTION 1.

#### Hours of Labor.

It is definitely understood and agreed that this agreement be based on an eight hour day. That eight hours shall constitute a day's work, and it is definitely understood that an eight hour day means eight hours work in the mine in the usual working place, exclusive of one-half hour for midshift lunch, six days a week, when required by the operators, Sundays and legal holidays excepted.

Sec. 2. Drivers shall work full eight hours in their respective places, and take their mules to and from the stables, and the time for so doing shall not be included as part of the day's labor, provided that not more than ten minutes time is required in going to or returning from

his working place and stable.

# Penalties for Loading Impurities.

In order to insure the production of clean, marketable coal, it is herein provided that if any miner or loader shall load with his coal, sulphur, bone, slate, black-jack or other impurities, he may for the first offense be fined one dollar, for the second offense he may be fined two dollars, and for the third or any subsequent offense occurring in any one calendar month, he may be fined two dollars or discharged, or for any aggravated or malicious case of the first and second offense, the miner or loader so offending may be indefinitely suspended or discharged, and the money so collected shall be paid to the District Treasurer.

# Duties of the Pit Committee.

(a). The duties of the Pit Committee shall be confined to the adjustment of disputes between the Pit Boss and the Foreman having proper jurisdiction and any member of the United Mine Workers of America working in and around the mine, arising out of this agreement, when the Pit Boss or said Foreman having proper jurisdiction and said miner or mine

laborer have failed to agree.

(b). In case of any local trouble arising in any mine through such failure to agree between such Pit Boss or Foreman having proper jurisdiction and any miner or mine laborer, the Pit Committee and the Pit Boss or Foreman are empowered to adjust it, and in case of their disagreement, it shall be referred to the Superintendent of the Company and the Local Executive Board of the U. M. W. of A., and should they fail to agree, it shall be referred to the General Superintendent of the Company and the District President of the U. M. W. of A. for adjustment, and in all cases, the mines, miners, mine laborers, and parties involved must continue at work pending investigation and adjustment until a final decision is reached in the manner above set forth.

(c). If any day man refuses 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 operations of the mine, the Pit Committee shall immediately furnish a man or men to take such vacant place or places at the scale rates, in order that the mine may continue at work, and it shall be the duty of any member or members of the U. M. W. of A. who may be called upon by the Pit Boss, Foreman 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 Pit Boss. Any Committeeman who causes a mine to lay idle in violation of this agreement may be discharged. The foregoing shall not be construed to prohibit the Pit Committee from looking after the matter of membership, dues and initia-

tions 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 right to hire and discharge, the management of the mines 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 the employes or the refusal of employment of applicants because of personal prejudice or activity in matters affecting the Company and the U. M. W. of A. If any employee shall be discharged or suspended by the Company and it is claimed an injustice has been done, 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 employee and pay him full compensation for the time he has been suspended and out of employment, provided, however, if no decision shall be rendered within five days, the case shall be considered closed insofar as compensation is concerned, unless said failure to arrive at a decision within five days is owing to a delay on the part of the operator, in which case a maximum of ten days' compensation shall be paid. It is agreed that the Local Executive Committee shall investigate the merits of all grievances before submitting them to the Superintendent.

# . Payment of Wages.

The operators agree to pay twice a month, on or before the 15th and on or before the last day of the month.

#### Check Off.

The operators will recognize the Pit Committee in the discharge of its duties as herein specified, and not otherwise and agree to check off Union dues, assessments, fines and initiations from theminer and mine laborer when desired, on prepared individual or collective continuous orders and furnish to the miners' local representative a statement showing separately the total amount of dues, assessments, fines. and initiations collected. In case any fine is imposed, the propriety of which is questioned. the amount of such fine shall be withheld by the operator until the question has been taken up for adjustment and a decision has been reached. When such collections are made, card day shall be abolished.

#### Check Weighmen.

It is agreed that the miners may employ a check-weighman who must be an employee of the Company at the time of and for at least three months previous to his election, to see that the coal is properly weighed and a correct record made thereof, and when such check-weighman is employed the Company shall furnish him a check number and he shall credit to his number such portion of each miner's or loader's coal as he may be authorized by the Local Union. Where this system is impracticable, the Companies agree to check off a specified amount per day.

#### Measurements.

It is agreed that measurements of work upon which yardage is paid, shall be made semi-monthly and payment in full shall be paid for such work in the same manner in which other work is paid for.

# Laying of Track.

The Company shall lay all permanent track in entries, miners and loaders laying entry and room rails as at present. The Company agrees to maintain and repair all track in rooms and entries.

## Equal Turn.

The Companies shall see that an equal turn is offered each miner and loader, and that he be given a fair chance to obtain the same.

# Deaths and Funerals.

In the case of a death by accident in or around the mine, the miners and other employes, either individually or collectively shall have the privilege of discontinuing work for the remainder of that day at the mine at which the accident occurred, but work at the option of the operator shall be resumed the day following and continue thereafter. In case the operator elects to operate the mine on the day of the funeral of the deceased, as above, or where death has resulted from an accident in or around the mine, then the individual miner or other employe, may at their option absent themeslves from work for the purpose of attending such funeral, but not otherwise. And whether attending such funeral or not, each member of the U. M. W. of A., employed at the mine at which the deceased was employed,

shall contribute \$1.00 and the operator \$50.00 for the benefit of the family of the deceased or his legal representatives, to be collected through the office of the Company, and turned over to the Local Union for payment to the family or legal representatives of the said deceased. In the event that the mines are thrown idle on account of the miners or other employes failure to report for work in the time intervening between the day of the accident and the funeral, then the company shall not be called upon for the payment of the \$50.00 above referred to; except in cases of fatal accidents as above, the mines shall in no case be thrown idle on account of any death or funeral, but in case of the death of an employe of the Company or member of his family, any individual miner or mine laborer, may at his option absent himself from work for the purpose of attending such funeral, but not otherwise. In case there is no family or heirs, all monies collected as above shall be returned pro rata, to the Company and Local Union from whom collected, after funeral expenses have been paid.

## Condition of Mines.

The companies shall keep the mines in as dry condition as practicable by keeping the water off the roads and out of the working places. When a miner or loader has to leave his working place on account of water, due to the neglect of the Companies, the Companies shall, when practicable, give him another working place until such water is taken out of his place.

# Provision for Injury.

All Companies shall keep sufficient blankets, oil, bandages, cots, etc., readily available at each mine to properly care for and convey injured persons to their homes or the hospital after an accident; rooms suitable for the care of injured shall, where it is necessary, be provided at each mine by the Company.

Hospital and Surgeon.

(a) A Hospital Commission shall be formed at each camp to have full power to transact

the affairs of the hospital association.

This commission shall consist of three members, one member representing the company and employees not members of the U. M. W. of A., and two members elected by the Local Union in such manner as suits their convenience and approval.

The companies hereby agree to make the necessary deductions as agreed upon by the Hospital Commission per capita and turn the same over to the Hospital Commission together with such funds as have accumulated in the hospital fund since September 1st, 1907.

(b) In the event of any dissatisfaction arising over the service rendered by any surgeon the aggrieved party must make his complaint in writing and give it to the Hospital Commission and the defendant shall be furnished a copy of the complaint.

if in the judgment of the Hospital Commission the charges warrant such action, after both plaintiff and defendent have been heard, a meeting of those who pay into the hospital fund shall be called to act on the matter.

The Hospital Commission shall, when such meetings are deemed necessary, post written notices in several conspicuous places, at least one week prior to date of said meeting.

Should this meeting decide that the charges against any surgeon are of such a character to justify further action, four tellers shall be elected, two representing the company and two members of the local union.

An election day shall be designated at the meeting, the polls to remain open at least eight hours and if a majority of those who pay into the hospital fund decide to discharge the surgeon he shall be discharged.

(c) When any surgeon is discharged as per paragraph "b" of this section it shall require a unanimous vote of the Hospital Commission

to select another surgeon.

In the event of such disagreement the question shall be referred to the President of District 22, and the President of the Operators' Association, for final decision.

(d) When a surgeon is discharged in camps operated by the Union Pacific Coal Co., as per paragraph "b" of this section, another surgeon shall be selected by the Chief Surgeon of the Union Pacific Coal Co. to take such vacant place.

(e) Full attendance shall be necessary at meetings of the Hospital Commission to transact business; should any member of the commission be unable to attend a meeting he shall have a representative present; each commission shall designate a regular date of meeting.

The treasurer of each local commission shall be bonded in any amount to be agreed upon by the President of District 22 and the President of the Operators Association.

(f) No local hospital fund shall accumulate in excess of \$5,000.00 unless mutually agreed

to between the Presidents of the Operators Association and District 22, U. M. W. of A.

(g) The professional conduct of each assistant surgeon, in camps operated by the Union Pacific Coal Co. shall be subject to the direction of the Chief Surgeon of the U. P. Coal Co.

(h) Surgeons will make surgeons' reports to the company and to the Hospital Commission if desired, as at present.

#### New Mines.

New mines opened and developed during the life of this contract shall be governed by the same rates and mining conditions as provided in mines operating under like conditions covered by this contract.

Employes Exempt From Union Jurisdiction.

No scale of wages shall be made by the U. M. W. of A. for Mine Boss, Assistant Mine Boss, Top Foreman, Company Weight Boss, Boss Drivers, Night Boss, Head Carpenter, Night Watchman, Head Machinist, Head Electrician; the words "Head Electrician," "Head Carpenter," "Head Machinist," shall apply in cases only where he has supervision over two or more men performing the same class of labor.

Teamsters engaged in hauling any material connected with the production of coal shall not be exempt; but all other teamsters, such as those engaged in hauling material for construction work or hauling coal or water or other commercial items, shall be exempt.

The erection of head frames, buildings, scales, machinery, railroad switches, etc., nec essary for the completion of a plant for loading coal, all being in the nature of construction work, is to be excluded from the jurisdiction of the U. M. W. of A. Extensive repairs to, or

rebuilding the same class of work shall be included in the same exception, the employes thereon to be excluded as above, when employed on such work.

# Engineers.

(a). In case of either local or general suspension of work, either at the expiration of this contract or otherwise, the engineers required by the Company shall not suspend work, but shall when mining is suspended, fully protect the Company's property under their care, and shall operate fans and pumps and lower and hoist such men or supplies as may be required to keep up steam at the Company's coal plant. It is understood and agreed that the operators will not ask them to hoist any coal produced by non-union labor for sale on the market.

(b). In case of either local or general suspension of work either at the expiration of this contract or otherwise, the foregoing shall apply with equal force to all necessary firemen and pumpumen.

(c). No hoisting engineer shall be subject to the authority or supervision of the Pit Committee, but in case of any disagreement which the engineer cannot settle with the Foreman, the subject shall be taken up by the District President or his representative and the Superintendent for adjustment.

All engineers shall do their own firing, or any other work assigned them by the operator, in places where it is practicable, and his duties as Hoisting Engineer do not prohibit his so doing. This clause shall not be construed to mean that an engineer can be used on idle days to the exclusion of a regular fireman or other employe.

# GENERAL PROVISIONS.

Sec. 1. All cars, timber and rails shall be delivered at the working places by the Company as at present, provided, that if working face is more than 300 feet from such working place, then the Company shall deliver said cars, rails and timber to the working face.

Sec. 2. That the price of powder shall be \$2.50 per keg during the life of this contract.

Sec. 3. Blacksmithing shall not exceed 50 cents per month for pick mining. Present conditions to govern. No charge shall be made to men working on or after machines.

Sec. 4. Any class of day labor may be paid at the option of the operator for the number of hours and fractions thereof, actually worked, at an hour rate based on one-eighth of the scale rate per day.

Sec. 5. When at any time there shall be three railroad cars empty and available or enough for one-half day's work to be loaded with coal, the men shall be required to enter the mine and put the same in operation.

Provided, however, that when the men go into the mine in the morning the day men shall be entitled to two hours' pay whether the mine hoists coal two hours or not, except in the event that they voluntarily leave their work during this time without the consent of the operator, they shall forfeit such two hours' pay.

Sec. 6. When a mine or any part of a mine

is closed down throwing men out of work, they are to be employed in any other mine that may be in operation at that time by the same company, they to be the first to be taken on when the place resumes work.

Sec. 7. When employes purchase oil from the Companies, the price shall not exceed 75 cents per gallon, and a quality or grade shall be furnished that will give general satisfaction.

Sec. 8. When a mine is closed down for any reason, and men other than the regular day men are employed, the extra work shall be divided equally among men competent to do such work.

Sec. 9. Any employe absenting himself from work one day and not reporting for work on the morning of the second day, shall forfeit his right to his working place, unless excused by the mine foreman, or shall be given another place or turn. All employes whose absence would cause any stoppage of work or decrease of tonnage, must, before absenting themselves from work, notify the Pit Boss or Mine Foreman of his intention to absent himself on the following day, otherwise they may be discharged. Provided, however, this shall not apply in case of sickness or other unavoidable cause.

Sec. 10. The mines shall have the amount of air called for by law at the face of all working places.

Sec. 11. The question of furnishing tool and powder cars is referred to the respective locals with instructions to arrive at an amicable settlement between the Superintendent and the Executive Board that a satisfactory arrangement may be arrived at which would give

greatest convenience and safety to life and property.

Sec. 12. The use of black oil as an illumi-

nant in mines is prohibited.

Sec. 13. All roads and entries where dust accumulates shall be sprinkled at least twice a week.

Sec. 14. All Companies shall pay in United States currency in places where there are

no banks.

Sec. 15. The employes shall have the right to buy where they please without discrimination.

Sec. 16. No individual contract shall be

made in conflict with this agreement.

Sec. 17. All loaded cars which have been dumped by getting off the track or otherwise wrecked, shall be paid for at the average weight of said miner's cars dumped that day.

Sec. 18. In the event of any person being discharged as provided in this agreement, no objection shall be made by the operator to his

employment by any other operator.

Sec. 19. Miners and loaders shall load pit cars according to instructions of Pit Boss, but in cases of overloading there shall be no deduction in weight.

Sec. 20. Miners and loaders are required to stay at their working places during the full time when there is work to be done, except in

cases of sickness or other good cause.

Sec. 21. Drivers found guilty of inducing miners or laborers to leave the mines before the regular time for quitting are subject to discharge.

Sec. 22. The Company men or day men shall perform whatever day labor the Foreman

may direct.

Sec. 23. There shall be no demands made locally except as mutually agreed to, by either the operators or miners, which are in conflict with this agreement, and no demands or interpretations of this contract shall be made that will increase the cost of coal except under abnormal conditions subsequently arising, and there shall be no provisions proposed violating the same. Any local member, official or committee shutting down the mine without orders from the President of the District, or District Executive Board of the U. M. W. of A., may be discharged.

Sec. 24. Development work in the mines shall not be prohibited by the Local Union, but all such work shall be divided equally among the men competent to do such work.

Sec. 25. Except as changed and provided for in this contract, present working conditions shall continue during the life of this agreement.

# ANNUAL CONFERENCES.

It is hereby mutually understood and agreed by both parties that a meeting is to be held on or before July 1, 1910, for the purpose of arranging a wage scale for the year beginning September 1, 1910, at a place to be mutually agreed upon.

# SCALE OF DAY WAGES INSIDE.

Miners (working by the day)	
Timbermen	3.40
Track layers	3.40
Track layer's and timbermen's helpers	3.10
Shooters or Shot Firers	3.90
Machine Runners	3.90
Machine Runner's helpers	
McGinty repairer and rope splicer	3.40
Drillers	3.75
Drivers	3.40
Inside Engineer	3.25
Rope Riders (main rope)	3.40
Rope Riders (inside)	
Greasers (boys)	2.00
Switch boys and boy coupling at partings	2.00
Trappers (boys)	1.50
Stable Men or Barn Men inside	3.10
Inside Laborers not classified	3.10
Pumpmen	3.10
Mortormen	3.40
Motor brakemen and tail end riders	
Gas Watchman	

# SCALE OF DAY WAGES OUTSIDE.

Engineers, \$112.50 per mont	h, bas	ed 1	ipon
an eight hour work day, prov	ided,	howe	ever,
that engineers shall work the			
ber of hours (but not exceeding			
quired by the operators and sha			
rata for such extra hours\$1	12.50	per	mo.
Firemen	\$3.00	per	day
Head Blacksmith (in charge of			
other blacksmiths)	3.90	per	day
Other Blacksmiths	3.50	per	day
Blacksmith's Helper	2.75	per	day
Carpenters	3.50	per	day
Machinists	3.50	per	day
Machinist's Helper	2.85	per	day
Teamsters	2.75	per	day
Teamsters Box Car Shovelers	3.00	per	day
Outside Barn Boss	90.00		mo.
Assistant Barn Man	75.00	per	mo.
Electricians (in and around the			
mine)	3.50	per	day
Boiler Makers	4.00	per	day
Masons and Brick Layers (in			
and around the mine)	3.50	per	day
Slate pickers (boys)	2.00		
Pipemen		per	
Pipemen Miners Taken from Face	3.40		
Box Car Loader, runner	3.25	per	
Night Watchman (if performing			
work for which a scale is			
made)	2.75	per	day
Outside Labor not classified	2.50	per	
Greasers (boys)	2.00	per	
Head Dumpers	2.75	per	
Tipplemen	2.60	per	
17	00	Por	uuy

# UNION PACIFIC COAL COMPANY.

# Hanna Scale.

Pick mining, coal 5 ft. and over, upper seam, 54c per ton 2,000 R. M.
Pick mining coal less than 5 ft., 63c per ton 2,000 R. M.
Pick mining, No. 2, lower seam, 50c per ton 2,000 lbs. R. M.
Loading after machines, 26c per ton 2,000 lbs. R. M.
Entry work\$2.75 per yard
Cross cuts in entries 2.75 per yard
Room turning
Room cross cuts 2.50 per yard
Pillar work same price as room work.
Where chutes are used, \$25 shall be paid
for shooting up the rock and putting in the
first length of chute.
UNION PAGE

# UNION PACIFIC COAL COMPANY.

# Rock Springs No. 1 Mine.

Pick mining, coal 5 ft. and over, 54c per
ton 2,000 lbs. R. M. Pick mining, coal less than 5 ft., 63c per ton
2,000 lbs. R. M.
Entry work\$3.00 per yard
Entry mule ways 3.00 per yard Entry cross cuts 1.85 per yard
Room turning 150 per yard
150 per vard
Pillar work to be paid same as room work.

# UNION PACIFIC COAL COMPANY.

# Rock Springs Mines Nos. 7 and 9.

Coal 5 ft. 6 in. and over, 54c per ton 2,000 lbs. R. M.
Coal between 5 ft. and 5 ft. 6 in., 60c per ton 2,000 lbs. R. M.
Coal less than 5 ft., 63c per ton 2,000 lbs. R. M.
Pillar coal, 5 ft. and over, 54c per ton, 2,000 lbs. R. M.
Pillar coal, less than 5 ft., 63c per ton 2,000 lbs. R. M.
Entry work \$1.85 per yard
Entry mule ways 1.85 per yard
Room cross cuts 1.50 per yard
Room turning 1.50 per yard
Planes and plane cross cuts 1.50 per yard
Entry cross cuts 1.85 per yard
Brushing rock in low coal, en-
try, present conditions to
govern 1.85 per yard
Loading coal after machine, 26c per ton 2,000 lbs. R. M.
Machine runners per cut, present con-
ditions to govern
Machine helpers, per cut, present con-
ditions to govern
It is understood that the extra price on coal
between 5 ft. and 5 ft. 6 in. is allowed because
of deficiencies in the mines.

# UNION PACIFIC COAL COMPANY.

# Rock Springs Mines Nos. 8 and 10.

Pick mining, coal 5 ft. and over, 54c per ton
of 2,000 lbs R. M. Pick mining, coal less than 5 ft., 63c per ton
of 2,000 lbs. R. M. Entry work\$1.85 per yard
Entry mule ways \$1.85 per yard Entry cross cuts 1.85 per yard
Room turning 1.50 per yard
Planes and plane cross cuts 1.50 per yard Brushing rock in low coal entry
present conditions to govern. 1.85 per yard Loading coal after machine, 26c per ton, 2,000 lbs. R. M.
Machine runners, per cut, present conditions to govern
Machine helpers, per cut, present conditions to govern

# UNION PACIFIC COAL COMPANY.

# Cumberland Mines Nos. 1, 2 and 3. Pick mining, 6 ft. and over, 50c per ton 2,000

lbs. R. M.
Coal between 5 and 6 ft., 52c per ton 2,000 lbs.
R. M.
Entry work \$2.75 per yard
Entry cross cuts 2.75 per yard
Room turning 2.75 per yard
Room cross cuts 2.50 per yard
For making chute holes, \$30.00 each, or by day
work at option of the Company.

Chute shall be placed in rooms on attaining a distance of 25 ft. from edge of chute hole. Lifting and moving rock from top of bottom coal, when over 5 in. and not exceeding 11 in. at rate of 50c per yard.

When exceeding 11 in. the same shall be considered deficient work, and shall be paid at such amount as may be agreed upon mutually between the Pit Boss and Pit Committee.

Coal less than 5 ft. shall be considered deficient work and shall be paid for at increased tonnage price, or rate at day wages, as may be agreed to, between the Pit Boss and the Pit Committee, should the miners and the Pit Boss fail to agree.

Pillar work to be paid for at the same price as room work.

Up-hill air course ......\$3.25 per yard

# WYOMING COAL COMPANY.

# Rock Springs.

Pick mining, coal 5 ft. and over, 54c per ton
2,000 lbs R. M. Pick mining, coal less than 5 ft., 63c per ton
2,000 lbs. R. M. \$1.85 per yard Entry work
Room turning 1.50 per yard
No brushing required in high coal. Entry work in high coal \$3.00 per yard.

# CENTRAL COAL AND COKE COMPANY.

# Sweetwater Mine No. 1.

Pick mining, coal 5 ft. and over, 54c per ton
2,000 lbs. R. M.
Pick mining, coal less than 5 ft., 63c per ton
2,000 lbs. R. M.
Entry work \$2.40 per yard
Entry mule ways 1.85 per yard
Entry cross cuts 1.85 per yard
Room turning 1.50 per yard
Room cross cuts 1.50 per yard
Brushing rock in low coal, pres-
ent conditions to govern 1.85 per yard
Loading coal after machine, 26c per ton 2,000
lbs. R. M.
Machine runner, per cut, present condi-
tions to govern
Machine helper, per cut, present condi-
tions to govern
Pillar work to be paid for same as room
work.
Van Dyke Mines.
Pick mining, 75c per ton 2,000 lbs. R. M.
Entry work \$1.85 per yard
Brushing, \$2.00 per yard, not to exceed 2 ft.
Prices and conditions that govern other
Rock Springs mines to be in effect.

# CENTRAL COAL AND COKE COMPANY.

# Rock Springs Mine No. 2.

Pick mining, coal 5 ft. and over, 54c 2,000 lbs. R. M.

Pick mining in coal less than 5 ft., 63c 2,000 lbs. R. M.

Entry work \$1.85 per yard Entry mule ways 1.85 per yard Entry cross cuts 1.85 per yard Room turning 1.50 per yard Room turning 1.50 per yard Brushing rock in low coal, present conditions to govern 1.85 per yard Loading coal after machines 26 per ton.

Machine runners, for present Rock Springs scale.

Pillar work to be paid for same as room work.

# SUPERIOR COAL COMPANY.

# Superior Mines.

Pick mining, coal 5 ft. and over, 54c per ton of 2,000 lbs. R. M.
Pick mining, less than 5 ft., 63c per ton of
2.000 lbs. R. M.
Entry work\$1.85 per yard
Entry mule ways 1.85 per yard
Entry cross cuts 1.85 per yard
Room cross cuts 1.50 per yard
Room turning 1.50 per yard
Drift 1.85 per yard
Air course, manway and slope 1.85 per yard
Pillar work, same price as room work. Pres-
ent conditions to govern.

#### GUNN-QUEALY COAL COMPANY.

#### Mines A and B at Gunn.

Pick mining, coal 5 ft. and over, 54c per ton, 2,000 lbs. R. M.
Pisck mining, coal less than 5 ft. 63c per ton,

2,000 lbs. R. M.

Entry work \$1.85 per yard Entry mule ways 1.85 per yard Entry cross cuts 1.85 per yard Room cross cuts 1.50 per yard Room turning 1.50 per yard Planes and plane cross cuts 1.50 per yard Brushing rock in low coal entry 1.85 per yard Loading coal after machines, 26c per ton, 2,000 lbs. R. M.

Machine runners, 17c per cut. Machine helpers, 15½c per cut.

Pillar work to be paid same as room work. In case deficiencies occur, such as exist at Rock Springs mines Nos. 7 and 9, it is understood that coal between 5 ft. and 5 ft. 6 in. shall be paid for at 60c per ton of 2,000 lbs. R. M.

# KEMMERER COAL COMPANY.

Local Conditions at Kemmerer Coal Company's Mines at Kemmerer, Nos. 1 and 3.

Pick mining, 51c per ton, 2,000 lbs. R. M. Coal under 6 ft., 56c per ton, 2,000 lbs. R. M. Pick mining A. Vein, 56c per ton, 2,000 lbs. R. M.

Yardage work in Nos. 1, 3 and
A. Vein entry \$2.75 per yard
Entry cross cuts 2.75 per yard
Entry slants 2.75 per yard
Room turning 2.75 per yard
Room cross cuts 2.50 per yard

When Company requires bottom to be taken up, miners to be paid day wages.

Should it become necessary to handle rock, other than provided for in this agreement, the price to be paid for such rock shall be determined by the Mine Foreman and the miner.

Compensation for nigger heads to be agreed upon by the Foreman and Pit Committee.

# Kemmerer Coal Company's No. 4 Mine.

be brushed in entries or rooms, \$1.00 per yard.

# Kemmerer Coal Co.'s No. 5 Mine at Sublet.

Pick mining, 51c per ton, 2,000 l	bs. I	R. M	
Entry and entry cross cuts	2.75	per	yard
Entry slants	2.75	per	yard
	2.75	per	yard
Room cross cuts	2.50	per	yard

When brushing is required in entry \$1.00 per yard, or the Company to perform same by day labor. When timbers are required in entries, 75c per set, either one or two legs as required by Pit Boss, or may be done by day

labor.

#### DIAMOND COAL AND COKE COMPANY.

# Diamondville and Oakley Scale.

Pick mining, coal 6 ft. and over, 52c per ton 2.000 lbs. R. M.

Pick mining, coal between 5 and 6 ft., 54c per ton 2.000 lbs. R. M.

Coal less than 5 ft. shall be considered deficient work, and shall be paid for at increased tonnage price, or rate at day wages as may be agreed to between the Pit Boss and Pit Committee, should the miners and Pit Boss fail to agree.

 Entries
 \$2.75 per yard

 Entry cross cuts
 2.75 per yard

 Slant cross cuts
 2.75 per yard

 Room turning
 2.75 per yard

 Room cross cuts
 2.50 per yard

Cross bars in entry to be settled locally. Pillar work same price as room work.

When rock or slate bands, either separately or combined, exceeds 5 in. in thickness, the Company shall pay one-half cent per ton per inch for all rock in excess of 5 inches.

# Mining Prices at Glencoe.

Pick mining, coal 6 ft. and over, 50c per ton, 2,000 lbs. R. M.

Coal between 5 ft. and 6 ft., 52c per ton, 2,000

lbs. R. M.
Coal less than 5 ft. shall be considered deficient work, and shall be paid for at an increased tonnage price, or rate at day wages, as may be agreed to between the Pit Boss and Pit Committee, should the miners and Pit Boss

Chute holes at Glencoe shall be paid for by the day, as at present, at the local rate for

miners working by the day.

Where rock or slate bands, either separately or combined, exceed 5 in in thickness, the Company shall pay one-half cent per ton per inch for all rock in excess of 5 inches.

# ROCKY MOUNTAIN COAL AND IRON CO.

### Almy.

### ELK COAL COMPANY.

#### Elkol.

Pick mining, 50c per ton of 2,000 lbs, R. M.

Entry yardage \$2.50 per yard

Entry and room cross cuts 2.50 per yard

Room turning 2.50 per yard

Company to lay all track, except short rails not to exceed ten feet, short rails to be taken up and replaced by Company with long rails. Wet work, \$1.00 per yard extra.

House coal, \$1.50 per load as at present. House rent to remain as at present.

SOUTHERN WYOMING COAL OPERATORS' ASSOCIATION.

P. J. QUEALY, President. FRANK A. MANLEY, Secretary, UNITED MINE WORKERS OF AMERICA. DISTRICT NO. 22.

> THOMAS GIBSON, President. A. G. MORGAN, Vice President. JAMES MORGAN, Secy.-Treas. T. P. FAHEY, Field Worker.

# GENERAL AND LOCAL CONDITIONS.

The following list of General and Local conditions not already agreed upon, to receive local attention for investigation and adjudication.

# Hospital.

That a commission consisting of three miners and three operators be appointed for the purpose of drawing up a new hospital clause, power to draft such a clause and enforce same, is hereby delegated to this commission by the joint conference of operators and miners.

This committe shall not be a permanent one, but shall interview Chief Surgeon Jonas or higher authorities if necessary of the Union Pacific Coal Company and endeavor to enforce the present clause, if possible, then to draft one more desirable. The findings of this commission shall be binding on both parties; when an arrangement satisfactory to the commission shall have been adopted, the commission shall be dissolved.

When a Mine is Closed Down or Force Reduced.

It is understood that when a mine is closed down, that no man shall be discharged in other mines, to make room for those laid off.

Firemen.

That the men at Cumberland firing boilers and wheeling his own ashes shall receive fireman's wages.

All wrecked cars shall be marked by drivers, rope riders, motormen and those handling cars, by placing some suitable mark thereon,

(indicating that they have been wrecked) as directed by the Company.

#### Tamping.

At Hanna tamping for shots to be furnished by Company, same to be of clay or sand.

House Rent at Hanna.

The house rent at Hanna to be investigated and houses of the same type to have rent adjusted.

# Entry Work at Hanna.

Where entrymen make their own top and bottom, to be taken up and adjusted.

# Shooting of Coal.

Shooters to take more care in firing shots, so that loaders will not be required to cut back of shots in order to load, and machine men shall make clean cuts, so that no wedge of coal shall be left under mining.

#### Machine Men.

Be allowed to load coal when machine breaks down, instead of being compelled to go home.

### Rooms for Loaders,

Loaders to have three rooms for four men, each four men to have these rooms set aside for their own use.

Pillars, to Apply to Sweetwater County.

No cars to be left in pillars over night, rails to be taken up when necessary by pillar men, to where men are working.

#### Chute Holes.

Chute holes at Cumberland to be paid at the rate of \$30.00 each or done by day labor at option of the operator.

#### Central Coal and Coke Co.

Draw slate at No. 2 mine to be settled by the executive committee and the mine manager.

#### Powder.

Powder shall be itemized separately on statements.

#### Superior.

Mine forman to let such miners as he may trust, to act as timbermen's helpers in case of falls of rock in their room, at rate of pay paid the day men regularly employed at that class of work.

#### Itimized Statements.

The Central Coal and Coke Company agrees to give itemized statements each pay.

#### Test Weights.

At each dump there shall be 400 pounds of 50 pound test weights.

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