

A G R E E M E N T

between

THE UNION PACIFIC COAL COMPANY

and

LOCAL UNION NO. 2328 OF UNITED
MINE WORKERS OF AMERICA.

Dated _____, 1925.

Setting forth terms and conditions under
which Coal Company will construct
one bath house at Superior,
Wyoming, for benefit of
mine workers.

THIS AGREEMENT, made and entered into this _____ day of _____, 1935, by and between THE UNION PACIFIC COAL COMPANY, a corporation of the State of Wyoming (hereinafter called "Coal Company"), party of the first part, and LOCAL UNION NO. 2328 OF UNITED MINE WORKERS OF AMERICA, a voluntary unincorporated association, having its principal place of business at Superior, Wyoming, (said Local Union being hereinafter referred to as "Miners' Union"), party of the second part, WITNESSETH:

It is agreed by and between the parties hereto as follows:

1. The Coal Company, at its own cost and expense, will construct on its premises at Superior, Wyoming, one bath house at a convenient and suitable location to be determined by the Coal Company in the vicinity of Mine "C", at an estimated cost of approximately Eighteen Thousand Dollars (\$18,000.00); the construction of said bath house to be commenced as soon as may be convenient and to be completed without unnecessary delay. Said bath house shall be the property of the Coal Company, which shall at all times have control of it and the right to make such reasonable rules and regulations respecting the use thereof as may be proper.

2. The Coal Company, when said bath house is completed, will permit the Miners' Union the use thereof, for and by each and all of its present or future membership for all legitimate bath house purposes, for and during the life of the Trades' Union Agreement or wage schedule now existing between the Coal Company and the Miners' Union or any renewal thereof, or of any such new or additional agreement made between said Trades' Union and said Coal Company, subject to the provisions of this contract, and to the rules and regulations from time to time established by the Coal Company for the management, control and use of said bath house.

3. Each member of Superior Local Union No. 2328 or of any other local union or unions of the United Mine Workers of America succeeding to the jurisdiction of Local Union No. 2328 employed in the Coal Company's Mine "C" located at Superior, Wyoming, as well as each member of said Miners' Union hereafter employed in other mines that may hereafter be installed adjacent to or conveniently reached from said bath house, shall pay to the Coal Company monthly the sum of One Dollar (\$1.00) said sum to be deducted from amount due upon the pay roll to each individual while employed by the Coal Company; PROVIDED where the individual member renders service to the Coal Company for a period of ten (10) days or more in any calendar month, One Dollar (\$1.00) shall be paid or deducted from amount due upon the pay roll, and where such individual renders service for a period less than ten (10) days in any calendar month, fifty cents (50¢) only will be collected or otherwise retained.

4. If and when the total amount of the sums as bath house fees collected from the employees of the Coal Company exceeds the cost of interest, depreciation, maintenance and operation of said bath house, and shall have equalled the amount of any deficiency in such items theretofore existing, then the Coal Company will readjust the amount of said monthly payments so that the same shall, as nearly as may be determined, equal the actual cost for interest, depreciation, maintenance and operation of said bath house.

5. The Miners' Union hereby guarantees that each of its members, employed at Mine "C" or additional mines to be hereafter located adjacent to or convenient to said bath house at any time during the period of this agreement, shall pay the sum per month as herein specified for bath house privileges while and during the time such individuals are in the Coal Company's employ.

6. The Coal Company agrees, as far as it reasonably can do, to require all its employees who are not members of said Miners' Union, excepting store and office employees, to pay a like sum monthly as is required from the members of said Miners' Union, and shall apply the amounts so collected to the same purposes for which the amounts collected from the members of said Miners' Union are applied, but the Coal Company shall only be obligated in this respect to exercise reasonable diligence to make said collections.

7. The Coal Company will furnish an attendant at said bath house to look after the operation, ventilation, drying of clothes and sanitary condition of the bath house, the cost of which shall be deemed a part of the maintenance and operation of said bath house, but the Coal Company shall not be responsible or liable for the loss of or damage to any of the personal effects or property of persons using said bath house no matter how such loss or damage be caused.

8. In case said bath house shall be destroyed by fire or other cause, or shall be or become materially damaged, then the Coal Company shall have the option either to reconstruct or repair same, provided that during the time said bath house is unavailable for use during repair or reconstruction, the monthly payments provided for herein for privileges at the bath house undergoing repair or reconstruction shall abate until such time as said bath house is ready for use.

9. The Miners' Union agrees that all of its members shall fully observe all rules and regulations which shall be prescribed by the Coal Company respecting the hours when said bath house shall be open for use, or for the care and sanitation thereof, or for the safety of personal effects, and property of individuals, or use of apartments or any other details incident to the operation of said bath house.

10. Should any dispute arise concerning the terms of this agreement, or of the obligations of either of the parties hereunder, the questions arising therefrom shall be submitted to arbitration in the manner following:

In such arbitration the Coal Company shall be deemed to be one party and Local Union No. 2320 shall be deemed to be one party.

The party requesting arbitration shall select one arbitrator, and the other party shall, within five days after written notice of such selection, select a second, and notify the other party thereof in writing. Within five days thereafter the two arbitrators thus chosen shall select a third, and to the board thus appointed shall be submitted the question in dispute. Decision of any two of the arbitrators shall be final and binding upon the parties hereto who will make such payments or adjust its business in respect hereof to accord with said decision.

11. This agreement shall continue in force during the continuance of the Trades' Union Agreement, or wage schedule existing between the Coal Company and the United Mine Workers of America, or any

renewal thereof, or of any new or additional agreement, but upon cancellation or other termination of said Trades' Union Agreement or renewal thereof, or of any new or additional agreement, the right and interest of the Miners' Union in and to said bath house shall cease.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first herein written.

Witness:

THE UNION PACIFIC COAL COMPANY,

By

President

(SEAL)

Attest:

Secretary

Witness:

LOCAL UNION NO. 2325 OF UNITED
MINE WORKERS OF AMERICA,

By

President.

(LOOSE SEAL)

Attest:

Secretary

Approved and assented to:

Attest:

DISTRICT NO. 22 OF UNITED MINE WORKERS
OF AMERICA,

By

Secretary

President.