

State inspector of coal mines reports

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These reports of the Kansas State Mine Inspector mostly concern coal mining, though by 1929 the scope of the reports broadens to include metal mines. The content of individual reports will vary. The reports address mining laws and mining districts; industry production and earnings; fatal and non-fatal accidents; accident investigations and transcripts of oral interviews; labor strikes; mine locations; mining companies and operators; and proceedings of mining conventions. The reports document the political, economic, social, and environmental impacts of more than seventy years of mining in southeastern Kansas.

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7. We then went down the entry as fast as we could. The gas following us filled the safety lamps a distance of 800 feet away from this crevice where the gas was coming through from old mine No. 7.

The electric lights from the rescue station at McAlester were a great aid in searching for the dead body. The large light especially was serviceable in opening the crevice between the two mines as it threw an excellent light in there while I was tearing the stopping out, and these electric lights will burn in gas and will not ignite it. These two men who came from the rescue station rendered me valuable assistance.

After going on top, I ordered that no one should go in the mine for at least two days, and then, if the gas was still coming through the crevice in large quantity, that they should drill holes from the surface down into mine 7, to allow the gas to escape through these holes. Two days later the company began cleaning up the mine. They found the gas had diminished, and they opened the crevice wider in the back entry and went over into the old working of mine 7; and Vincent Angot, one of the miners who had worked so faithfully with me searching for the dead body, risking his life many times in that search, which lasted nearly a week, was killed by a fall of rock March 27, while at work cleaning up the little north entry, in the mouth of the second room back from the face of the entry. He was taking an empty car out of this room when a rock killed him instantly. This was indeed a sad accident, to see a man take the risks that he had taken and then to get killed when the danger was apparently over; another victim added as the result of this explosion.

On March 30, 1911, I held an inquiry and examined 20 witnesses. The investigation shows by the evidence of these witnesses that Mike Lundy put in the shot in mine 16 in the back entry known as the little north that blew a hole through to the old abandoned mine, that the pillar was not more than 3 to 5 feet thick, that his place had been generating carbureted hydrogen gas (CH_4) two days before the explosion occurred, in small quantities, and that John Burgin, one of the shot firers that was killed, lit this same shot, and that no hole had ever been drilled ahead in this entry. The law says, "bore holes shall be kept not less than 12 feet in advance of the face of every working place, and when necessary on the sides, if the same is driven toward and in dangerous proximity to an abandoned mine suspected of containing inflammable gases, or which is inundated with water."

If bore holes had been drilled in advance of the face of this entry



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a distance of twelve feet, this sad catastrophe which I was called upon to investigate would not have occurred. The evidence also shows that a survey had been made of mine 16, but the surveyor did not know how close they were to No. 7. My records show that the same company which was operating 16 had operated mine 7, the mine they blew through on, which had been abandoned about 4 years, and that it had been a very wet mine. Mine 16 was also a wet mine. Mine No. 7 was 116 feet deep, and mine 16 was 97 feet deep, the coal rising from No. 7 towards 16. In mine 7, the entry coming towards 16 had gone through a big fault, dipping a good deal, then raised as they proceeded in finding good coal again where they opened up six or seven entries. Later the water filled up this faulty entry in the swamp, entirely excluding the air from these 6 or 7 entries and about 100 rooms that had been opened up inside of this fault. This pressure of water, no doubt, was what caused the gas to rush through mine 16 as soon as the crevice was blown through. These 100 places or more nearly all of them in good coal, inside of this body of water, each of them in giving off a little CH_4 gas, probably not enough to have been detected while No. 7 was in operation as the ventilating current would sweep it out as it oozed from the coal. This along with the decaying props and decomposition of the coal in the job is my theory as to the cause of this large body of gas, as carbureted hydrogen gas is always the product of the decomposition of vegetable matter away from the air and in the presence of water, and this was an ideal place for the accumulation of CH_4 gas.

It is a common practice in the southeastern Kansas coal fields for the coal companies to blow through on old abandoned mines. In fact, the old abandoned mines have nearly all been worked through into some other mine, and seldom if ever has there been a hole drilled twelve feet in advance of the face. I am informed that the Mayer Coal Co. mine has blown through in several places to this old mine No. 7 and did not find any carbureted hydrogen gas CH_4 , and when I have found places driven toward an old abandoned mine and ordered them to drill holes ahead as per the law, it has been common for the mine foreman and miners alike to answer "That would be a waste of enegy, as I have worked in that old mine and I know there is no water in it and not enough gas to burn anybody even if we did blow through." And this, from all evidence, seemed to have been the case in mine 16, doing as has been done in this district for thirty years, paying but little attention to the blowing through into old abandoned mines. The law



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says, in substance, that all coal companies shall furnish the state mine inspector with a true copy of the map or plan of their coal mine, the same to be deposited at his office, and the inspector shall correct his map or plan once each year by extending his tracings on his map as the progress of the work is furnished him by the coal companies. When I began in this office, the number of maps in the office could be carried away under your arm. I began filing the maps away, and endeavored to keep the tracings up to the coal face, so that I would know when a mine was being driven toward an old abandoned mine. With this thought in view I went before the Committee of Ways and Means, in the legislatures of 1907 and 1909, and asked them for an appropriation for filing-racks to file the maps away. This I was refused in both instances, with the result that it was impossible for me to keep the maps in a condition so that I could tell where the working faces of the coal mines of Kansas were, by the records or maps in the office.

I have explained the importance of this on various occasions, and the reason I draw it to your attention now is with the hope that this will be remedied in the future, as the history of all mining laws has been that it has taken a catastrophe to happen before laws are enacted or lived up to. In this case, where mine No. 16 blew through to mine No. 7, I had no means of knowing they were going toward an old abandoned mine only by going down the mine, and I could not tell by going in whether they were close or not.

This was the largest body of gas ever encountered in the Kansas coal fields, and in the mines north of Pittsburg in this district some of them accumulate considerable gas. When they are worked out and abandoned, and broken into by other mines, if the utmost precaution is not used there is grave danger of more and more serious explosions than the one that has just occurred. My object in making this lengthy report, along with determining the cause of this accident, is to bring out the dangers that do exist where mines are being driven through to old abandoned mines, and to warn them of this danger so that a similar disaster will not occur again.

I desire to express my appreciation to the men who worked so faithfully with me, taking their lives in their hands and performing so many heroic acts while searching for the dead bodies of the victims of this explosion.



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On March 17, 1910, at the Wear Coal Company's mine No. 20 an explosion occurred, killing two shot firers and nearly suffocating another. John Oberman was found on the main north entry at the fourth west, lying there dead. Geo. Sinkford, colored, the other shot firer, was found in the third west, inside the first working room. He was dead when found. Charles Dineen, the other shot firer, who lived, was found in the fifth east in an empty car. He was heard groaning when the men got close to him. They ran over and carried him out.

I was notified over the phone about 7:30 that an explosion had occurred at mine No. 20, and in company with Deputy Halliday I rode to the mine. We found that two of the shot firers had been brought to the top. One of them was dead and the other alive. There was one still down in the mine and had not been found. We proceeded in and found about twelve or fourteen men were there trying to locate and rescue the other shot firer. Some of them were at the third west entry, some others of them in the fourth west endeavoring to get through to the third west. We learned that the shot firer was in the third west. We sent for Phil Roeser, the superintendent, who was in the fourth. He said that would be the best way to get to the shot firer, so we went to the fourth. After looking it over, I determined to go back to the third west, and, if possible, make our way in the third. When we got to the third west we found that three of the men had made a run into that entry and had found the dead shot firer and dragged him out, and one of the rescuers was overcome and had to be assisted out himself. In fact, all the men who were in the mine any length of time were nearly exhausted. I made no further inspection of the mine that night, only to note that the roads were covered with debris and some stoppings blown out. The shaft was not damaged, as the cages were in operation.

The following morning I, in company with Mr. Gardner, superintendent, Phillip Roeser, superintendent, the pit committee, and several others again went down into the mine, but found the stoppings had not been rebuilt, as all the available men had been so nearly exhausted the night before in their endeavors to get the shot firers out. However, we went to the fifth east and found no shots had been fired and no indications of the explosion having reached there. We then proceeded to the fifth west. There were a few pieces of rock on the road, but very few indications of an explosion. Then we went over to the fourth west, where we were the night before, and found the disturbance there was not very



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great. We then proceeded to the third west, found the dirt stoppings were blown out, half filling the entry in places. There was considerable dirt scattered along the entry, probably as much as will take them two days to clean up and fill back into the stoppings. As the stoppings were not filled up and the air was still filled with impure and noxious gases, I did not go into the rooms to determine where the explosion started from. I found the air current traveled in the straight north entry to the fourth east; going in the fourth east a very small portion of the air went through to the third east to furnish air to two men who worked in there; the greater bulk of it going to the fifth east, then crossing to the fifth west, then airing the two rooms that were off the straight north between the fourth and fifth west, then traveling by a connection of two rooms off the fourth through to the fourth, then through rooms that were connected with the third; then after airing the third entry traveled back north and returned to the air shaft.

On March 19 I measured the air on the north side of the mine about 250 feet from the bottom. The area of the entry where I measured this air was 78 feet. The velocity of the air current was 170 feet per minute, making a volume of air of 13,260 cubic feet per minute.

Upon examination of the body of one of the dead shot firers, and upon information received from the men who carried out the other one, I found there were no bruises nor burns on either of their bodies, both having died from suffocation.

The pit cars and timbers around the bottom of the mine were covered with a fine dust, as were the sides and bottom of the straight north entry. There were no indications of fire, but the dust rather gave the appearance of settling from a large volume of smoke. There was a little coal dust on the entries, but in general the roads were clean. The dust that was on the road was mixed with rock or fire clay. I found there had been no shots fired in the third east, fourth east, fifth, or in the fifth west entries. The only shots we found were fired were in the two rooms between the fourth and fifth west entries. We also found that the fourth west had no shots fired in it; neither did the third west.

On the morning of the 19th, after the air current had been traveling around the mine so that we could go into the working places, we began the investigation again by taking the statement of Wm. Fowler, committeeman, who states under oath:

"I do not know the cause of the explosion, but I know that the air was



good except the fourth east entry; they had some bad air about two or three weeks ago. It has all been good since that time. I do not recollect the roads being sprinkled in the last month, but the roads are naturally damp. The roadways are cleaned up about every other day, loading out all the coal dust on the roads where the mules travel. I do not know of any marsh gas accumulating in the mine, and I have been in every place that is now working, with a naked light, and I found the two rooms going west off the straight north between the fourth and fifth west entries were the only places where the shots had been fired. The force of the explosion blew out nearly all the stoppings in the third west, blowing them south from the back entry to the straight. In the fourth west the stoppings were blown from the straight to the back entry in a northerly direction. There were no indications of the explosion coming from the only two rooms where the shots had been fired, and they were good shots, put in in a practical manner, and the coal was all shot out in good shape, except one shot was standing, but could be worked off in about ten minutes. This shot was about four feet wide. The other shots were smaller, judging from the coal lying around."

A. H. Sinden, another pit committeeman, states under oath:

"The foregoing statement made by Wm. Fowler is correct, and I would include that I was standing a quarter of a mile from the shaft when I heard the noise of the explosion, and at the time thought some flat cars had run away and bumped into some other cars; then I saw some smoke coming out of both shafts. This was about 4:30. I ran back to the shaft, found the pit boss, weigh boss and blacksmith on the cage. Two other men who were with me got on the cage with me and the others who were on the cage and we all went down. There was so much smoke we could not go in, so we waited until the engineer got the fan running good and we went down again. After waiting about five minutes we began working on the stoppings by putting canvas on them temporarily, fixing up the places where the doors and stoppings had been blown out. We worked along until we came to the shot firer, who was lying dead on the main north, close to the main west. We carried him out to the top. On our return we met some other men carrying out the live shot firer. This was about 5:30 P. M. After helping them out I went back, as we learned from the live shot firer that the other shot firer was in the third west. I went in the third west about fifty feet to see what the conditions were. I found the smoke too dense to go any further. I, in company with Superintendent Roeser, the pit boss and several others, made an effort to follow the air from the fourth to the third, but could not. I then came out with the assistance of some of the men. I was completely exhausted. I will add that a driver informed me that the roads were sprinkled about ten days ago."

Phillip Roeser, superintendent, states under oath:

"On being notified of the accident over the phone, I ordered them to start the fan, then came as fast as I could and got here about 5:15 P. M. Went down the mine immediately; met a party of men bringing out the dead shot firer. I, in company with the fresh man, made our way to the fifth east and found the shot firer lying in an empty car about fifty feet from the main north, in the fifth east. I hollered for some more help. The weigh boss and several others came and we carried him out. He was



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alive. I learned from him the other shot firer was in the third west, so I began trying to get the air started in there so we could get him out, and I continued working on the stoppings to carry the air into the third west. While I and several others were in the fourth west three men made a run in the third west and found the shot firer lying on his face, dead. This was about one hour after we tried to go in the third west. The air at that time was in such condition the lights would not burn. I have been all over the shaft and I only found two rooms fired. These rooms are taking out the block of coal between the fourth and fifth west. There was no indication of an explosion starting from these rooms. The shots were in good shape. The force came from the fourth west, as the stoppings were all blown away from that entry and not a shot had been fired in it."

Wm. Lewins, the mine foreman, states under oath:

"I was at home about three hundred yards from the mine when I saw the smoke coming out of the shaft. I ran over, and in company with several others went down, and after putting up canvas where the stoppings were out, we advanced along the north entry until we found one shot firer lying on the main north entry, dead. We carried him out. I continued to work with the other rescuers until we had them all up. Two shot firers were dead when we found them and one was alive. I, in company with one of the shot firers who is now dead, sprinkled the roads about three weeks ago. I consider the roads were damp the night the accident happened, as I had had been all over the mine that day. I do not know where the explosion occurred. I was in every working place in the mine, and the two rooms between the fourth and fifth west entries on the north were the only places where the shots were fired."

A. B. Copen, weigh boss, states under oath:

"I was about two hundred yards away from the mine, going home after having finished my duties for the day. My attention was called to the mine by some one hollering. I saw the smoke coming from the mine. I hurried back and notified the superintendents of the explosion that had occurred, then went down and aided the other rescuers until we got two of the shot firers out."

C. E. Stone, engineer, states under oath:

"About twenty-five minutes to five I was at the mule barn. I heard a dull sound and saw the smoke coming up out of the shaft. I ran over and speeded up the fan. The fan was going at about twenty revolutions per minute while the shot firers were at work, and usually runs from eighty to ninety revolutions per minute during regular working hours."

L. Cullen, a miner, who works in a room between the fourth and fifth west entries off of the straight north, states under oath:

"I did not see any gas at all in my place, nor I never saw any marsh gas in this mine, and I have worked here one month in this same place. My place was one of the places where the shots were fired the night of the explosion."



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March 21, 1910, T. C. Dinneen, one of the shot firers in the explosion, states under oath:

"We always ask the engineer to slow the fan before we go in to begin firing. The air traveled in the fourth east, then to the fifth east, then to the west entries, and I consider the air was good in the mine. On the evening of March 17th, I and John Oberman and Geo. Sinkford started in to fire the shots at about 4:15 P. M., and the accident happened about 4:20 P. M. I went into the fifth east and began splitting and tamping. John went into the two rooms off of the straight north—lit the shots in them. He then went into the fifth west and began tamping the shot, when he came running over to me and said 'the Mexican's and Cullen's places threw fire and lit a keg of powder.' Before he came there was something happened that affected my ears. Then in about one minute there was a singing sound as though the bottom and the coal was giving off the sound. I did not see any fire. John said, 'We will go out by the old air-course.' We started through to the fourth east. We met the smoke about one-half way to the fourth, or about 150 feet from the fifth. We found we could not go through it and came back to the fifth. I was about exhausted. John said, 'For God sake, whatever you do, don't leave here; I am going to the bottom.' I got into an empty car and lay there. Later on I heard someone and thought I holered to them, but they say I only groaned. They came and carried me out. I recognized Supt. Roeser when he came to me. George always fires the third west, and we fire the entries that are farther north, John taking the west side and I the east, then whichever one of us gets done first, fires the third east. When John came running to me, and stated that a keg of powder was lit, he was not hurt at all. I heard the four shots go. Two of them went off close together, a short time elapsed and the other two shots went very close together. That was the time my ears were affected. I have seen some marsh gas in the mine when I have been swabbing out the hole. The only time I ever lit any gas in the mine was when I was swabbing out the holes or putting the cartridges in. I have never seen a body of marsh gas accumulated in this mine. All I have ever seen is a little coming out of the drill hole. I have been firing off and on for four years. John has been firing off and on for eight years. The mine was dusty, driving out with a trip the dust would raise. I have thought the roads were too dusty but never asked the company to sprinkle them, only when they were baling water I have suggested that they put it on the road. The main north entry road was dusty between the third and fourth west, but I never noticed any dust in at the face. I considered the roads were kept fairly clean. There was not much coal dust on the roads, it was mostly slate and dirt. The dust on the main north was white dust."

Geo. Summey, committeeman, states under oath:

"I consider the working face is damp. The roads are usually dry after you leave the face. I never saw any coal dust on the road except in one place, where the cars bumped together, and that was usually loaded up before it was ground into fine dust. On the night of the explosion, the road and air currents were about as usual."

Geo. Goddard, a driver, states under oath:

"I clean the roads every day. I clean some coal dust off the roads ev-



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very day. Some places the roads were dirty. The only places there was any dirt or dust on the roads was where the cars bumped together. The rest of the roads were clean, as I pull nine or ten cars at a trip, about 1300 pounds of coal in each car."

On March 22, 1910, Jess. Rogers, a miner who works in the first working room on the fourth west straight entry on the north side of the mine, about two hundred feet in from the main north entry, states under oath:

"In my judgment the fuse that was in my place burned was about twenty or twenty-five feet long. It was lying at the mouth of my room when I left the place on March 17, 1910. I also left about three-fourths of a keg of powder. My powder and fuse are both gone. The fuse that was lying in my place, burned to-day, was not there on the last day I worked. I saw the charred condition of the props. At a point a hundred feet in front of my switch, off the main entry, I believe the fire originated, as the cinders on the props seemed to indicate there was quite a fire there. The fuse that was burned, lying in my place, was about fifty in from the entry switch. I, in company with the pit committee, examined this place where I work and found the fire was lighter going both ways from the point a hundred feet in my room, and at the mouth of my room there was no indication of fire, only a piece of paper burned; and going through to the third west there was no fire had reached there. I believe there was no charred condition in my place when I left the place on the 17th, and there was not a shot fired in my place since that time."

March 22, 1910, we, the pit committee at mine 20 of the Weir Coal Company, state under oath:

"In the first working place off of the straight fourth west entry on the north side of the mine, we found indications of flames at a point a hundred feet in this place. It seemed the fire had gone in every direction from this point. There was a fuse about twenty-five feet long burned to a crisp lying in this place, about fifty feet from the switch. There were no indications at the mouth of the room that there had been any fire there except the piece of burned paper, and in the road which connected this place with the third west the indications of fire were not plain; and when we got to the third west the fire had not reached there at all. We believe the explosion started from this point from some powder burning, set off by some unknown person, or persons, as there had not been any shot fired in this room or this entry."

After taking the above statements, and having been in the mine the last five days, I find the general condition of the mine good, according to the sworn statements of the pit committee, as they state the ventilation was good and the roads were naturally damp. I had determined the force of the explosion came from somewhere in the fourth west entry, because all the stoppings that were blown out in the third west were blown south from the back entry to the straight; and all the stoppings that were blown out between the

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straight fourth west and the back entry were blown through to the back entry north from the straight fourth west, and the other force going out the fourth west and crossing the main north entry, breaking the door on the fourth east entry and driving it in east. The connections between the two rooms that were fired and the fourth west did not have any indications of any force traveling through it. While I was positive the force came from the fourth west, I could not determine the cause of the explosion, as we searched diligently for some indication of fire, and as there was absolutely no fire came out of the two rooms where the shots were fired, and in no place else in the mine so far as we had gone was there any indication of fire except in the fourth west straight entry, and the slight indication of fire there was not sufficient evidence to determine the location where the initial explosion started from.

On the evening of March 21 I was informed that in one room that was not working but had a switch off of it into a room that was working, and where we had not examined, there were strong indications that some powder had been exploded on the road. After investigating, I am fully convinced that some powder had been exploded in this place, which was the first working place off the fourth west straight entry on the north side of the mine, as I found about twenty feet of fuse lying in there burned to a crisp; about a hundred feet in the room the props and rib had about a quarter of an inch of coked cinders sticking to them. The fire apparently started out toward the fourth west entry and also extended toward the third west; and from the coke and cinders that were on the props it was very evident that this was the point where the fire had originated. The fact that the shot firer said he had lit a keg of powder, and the fact that the door on the fourth west entry was not damaged in the least, and the door in the fourth east entry was broken into splinters, would indicate that the door in the fourth west was open, and the door in the fourth east was closed. The statements given me were that the door in the fourth west was closed and the door in the fourth east was open, but the former idea seems more likely to have been the correct one; that is, the fourth west door being open and the fourth east door shut. If this was the case, the air would short-cut in the fourth and go down through the room where this powder was exploded and on into the third west, as that would be the short course for it to take.

It would seem strange that this fuse would be burned in that place, as there were no shots fired in it; and the man who worked in the place stated under oath that he had left the fuse in the



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mouth of the room and also that he had left three-quarters of a keg of powder out on the entry, and the powder was gone also. There is no doubt that the powder which was lit in this room was the cause of the explosion. How this powder and fuse got in this room and were ignited is a matter of greatest importance to me. If we knew, we would not only have determined where the explosion started from, but would then know the initial cause of it. If it was carelessly left in there, I do not comprehend how it could have been accidentally ignited, since there were no shots fired in that place and no indication of fire having gone in toward it, as I can not conceive how that powder could possibly have got in where we found the explosion had occurred or how the fuse could have been lighted and burned to a crisp and lying in the room about fifty feet from the switch, since the force of the explosion came out of the room, unless it was intentionally done.

The results of this sad affair are that two lives have been lost. We have been able to ascertain where the initial explosion occurred and that it was started from the explosion of a keg of powder in a room that was not working, but how it was ignited or how it ever got to that place, so far remains a mystery. FRANK GILDAY,

State Mine Inspector.

Explosion at Western Coal and Mining Co. mine No. 15, on November 30, 1908, killing Geo. Barton and A. B. Clarke, the two shot firers who were firing the shots that night. I took the sworn statements of the pit committee and others, and these statements confirmed the conclusion I came to as the cause of the explosion. The explosion occurred at 6:20 P. M. The two shot firers were found in the second north on the east side at the mouth of room five, at 10 P. M. They were lying close together, and were both dead when found. The men who went down the mine after them swung a rope over the shaft as the cages were damaged so they could not be run in the main shaft. They made a loop in the rope and were lowered in that manner. I learned that the fan was running about ten revolutions per minute, while the shot firers were at work. The main shaft had not been damaged, except the guides torn loose, but the force of the explosions blew the stairs out of the escapement shaft. I found that timbers were blown out on the bottom and their charred condition showed me that the fire had reached the bottom of the mine as we proceeded into the second south. All along the main entry there was a bad wreckage of timber and debris. The roads had been sprinkled, for they were

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still damp under the coke that was lying all over them. All the shots had been fired in the second south. I made a test with a safety lamp to see if there was any gas, but I did not find any. In room 7, I found that a shot was blown out; this shot was on the left rib, and had been drilled through a slip. The coal was all blown out in big chunks, showing there had not been a great excess of powder put in this shot. There was another shot drilled in a cross-cut; it was drilled nearly through the partition of coal between this and the adjacent room, and when this shot exploded the powder blew through this partition and I believe the greater part of the energy of the exploded powder was expended in the open after it had broken down this thin partition of coal, and I feel sure that it threw a great deal of fire. If the hole had not been drilled so near through this partition of coal I would have called it a good shot, as it was not more than three feet wide. The props and coal in this room were charred by the fire but there was nothing to indicate any extraordinary disturbance there. Usually where explosions start from, the floor is swept clean around the shot. This was not the case in this room, but if the explosion started in this entry it came from this room.

The theory that the initial explosion started in this room is from the place where the shot firers were found; it is reasonable to suppose this room was the last they had lighted, as they were found lying in the second north entry, and all the shots in that entry being fired, this would lead to the conclusion that the explosion started from the second south, as those were the only two entries where the shots had been fired, and as the air split at the head of the east entry, one current going to the south, the other to the north. It is reasonable to assume that when they lighted the south entry shots they would run across to the north side to get on the other air current, and back to the south when they lighted the north side, so it is more from the place where the shot firers were found than from the condition of the shots or working places on the south entry that leads to the belief that the initial explosion started in the south. I found a powder box had been afire in the east entry, inside of the second cross entries; there was a powder jack all battered up lying close by; the inside of the box was burned black; the outside was not burned at all. This would indicate that some powder had exploded in this box, and would add materially to the explosion, if not be the cause of it. We crossed to the north side, and found the force of the explosion there very strong; timbers and dirt strewn along the entry, all being blown in



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a north direction toward the face to a distance of about 200 feet; then close to the face of the north entry the force reversed itself, and turned over loaded pit cars back towards the south, taking a straight course toward the air shaft. The fire was very intense in this entry, as I found coke on the ribs one and one-half inches thick. From the evidence that I obtained I learned that the shot firers had been at work about two hours and had only fired two entries; this is very evident they were not firing too rapidly. I found the company had steam pipes leading down the mine and into the first cross entries on the east side; there was a door on the straight entry; the east entry door was blocked open. If the shot firers had shut this door all the air would have gone to the west side and would have been warmer by the time it reached the place where they were firing; as it was left open, the air would be very cold when it reached the face; the steam would heat it a little, but the heating of the air that far in from the bottom of the mine, I believe, would add to ventilating pressure and cause more cold air to enter the mine. The strong air current of cold air reaching these places where the shots were being fired, to my mind, was certainly a great factor as the cause of this explosion, if not the entire cause, along with the great amount of powder being used.

On account of this mine having exploded on the 13th, two weeks prior to this explosion, I was very anxious to find if there was something that had been overlooked that was causing explosions to occur so often in this mine, so I got these statements from the fire boss, under oath, and he stated that he had not found any gas in there at all since the 6th of the month, and then he only found it in a place driven through a horseback.

This is a new mine, 210 feet deep, and it does give off some carbureted hydrogen gas (CH_4) when a place is driven through a horseback, and it is the driest mine in this district—not a bit of water in it, and even the holes that are drilled are dry. This has led me to believe that probably there is a little gas given off all of the time, but on account of the strong pressure of air—and this is a well-ventilated mine—there is not enough gas to detect. There are four currents of air in the mine, and the pressure may be great enough to keep the occluded gas from escaping very rapidly, and when the fan is slowed down when the shot firers are at work, and an extra heavy shot is fired which may open or crack the coal ahead, also create a partial vacuum, thereby liberating more freely for a time the occluded gas, then a shot is fired which may throw more than the usual amount of fire, then the gas which has

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escaped out of the coal mixes with the gas generated by the combustion of so much powder and an explosion occurs.

The roadways should be kept sprinkled, and all other places where the dust accumulates; the air should be heated by steam, thereby carrying moisture into the mine; there should not be more than one place lighted at a time, and only one shot in each place, giving the smoke time to clear away before another shot is fired. There should not be more than one room turned at a time. Two shots is all that should be put in one place, as a larger number of shots adds to the danger. There should be safety or refuge holes for the shot firers to go into. These holes should be cut into the solid coal, with narrow entrances, then widened out, with a strong brattice or door on the entries. These should be made in every section of the mine. The air current should be turned when the firing begins, so the cold air would not reach the shots that were being fired. The shot firer should not fire any shots which are not properly prepared. They should fire slowly, allowing the smoke to clear before lighting another shot. The dust which accumulates should be taken out of the mine. If these precautions are taken we may hope to eliminate the explosions in this mine.

Since that explosion occurred, the company has put in the safety holes and made some of the other improvements that I have suggested, and I am glad to say that we have not had an explosion there during this last winter.



JOINT INTERSTATE AGREEMENT OF OPERATORS AND MINERS.

District No. 14, U. M. W. of A.

(Adopted at Kansas City, Mo., September 19, 1910, for the period closing March 31, 1912.)

GENERAL CONDITIONS.

SECTION I. *Arbitration.*

1. In case of any local trouble arising at any time through the failure to agree between the foreman and any employees, the pit committee and the foreman are empowered to adjust it; and in case of their disagreement, or failure to act within two days, it shall be immediately referred to the superintendent of the company and the district president of the U. M. W. of A. in whose district the controversy arises, or such person as either may designate to represent him; and should they fail to agree, it shall then be referred by either party to the commissioner of the Southwestern Interstate Coal Operators' Association, and the district president of the United Mine Workers of America in whose district the question arises, or such persons as they may designate for its adjustment.

2. In case there should be any disagreement between the district president and the commissioner of the Southwestern Interstate Coal Operators' Association, the case shall be referred to the arbitration board hereinafter named.

3. The arbitration board shall consist of the district president in whose district the controversy arises and the commissioner of the Operators' Association, and a third party to be selected in the following manner:

The third arbitrator shall be Mr. W. L. A. Johnson, who shall decide all questions of dispute arising under this agreement that are not settled under paragraph 1 of this agreement.

No decision shall be rendered hereunder in conflict with the written terms of this contract or the decisions of the commissioner and district president, local customs as to prices and conditions of employment that are established as being in effect at the expiration of the 1908 contract, except where special provisions are made in this contract, changing such decisions, customs, prices and conditions of employment, which shall remain in effect and shall not be subject to arbitration.

In the event of his death, disability, or failure to qualify, his successor shall be appointed by the president, treasurer, and commissioner of the Operators' Association on the part of the operators, and the three district presidents of districts 14, 21 and 25 on the part of the miners.

All decisions rendered under this section shall be final and binding on all parties hereto, and the mines shall continue in operation.

4. The arbitration board shall meet at some convenient point in each district to settle the disputes arising in that district, and shall meet at the locality where the dispute arises should it be deemed advisable by either side to do so.

5. The arbitrator shall be paid such reasonable compensation and expenses for his services as may be agreed upon between him and the parties hereto, such expenses to be paid jointly by districts 14, 21 and 25 and the Operators' Association. The miners' proportion of the arbitrator's compensation and expenses shall be divided among districts 14, 21 and 25 equally.

SECTION II. *Eight-hour Day.*

1. For all class of labor, eight hours shall constitute a day's work. The going to and coming from the respective working places is to be done on the employee's own time. All company men shall perform whatever labor the



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foreman may direct. An eight-hour day means eight hours' work at the usual working places, exclusive of noon time, which shall be one-half hour for all classes of day labor. This shall be exclusive of the time required in reaching such working places in the morning and departing from the same at night. The operator may refuse to allow any day man to work on any day on which he fails to be at his working place at the starting time.

SECTION III. *Penalties for Loading Impurities.*

1. In order to insure the production of clean and marketable coal, it is herein provided that if any miner or loader shall load sulphur, bone, slate, black-jack or other impurities, he shall for the first offense be notified by the weighman and check-weighman on the miner's bulletin; for the second offense, he may be suspended for one day or be fined fifty cents; for the third and each subsequent offense occurring in any consecutive thirty days, he may be suspended for three days or fined \$1; provided, if in any case it is shown that a miner or loader maliciously or knowingly loads impurities, he shall be subject to discharge.

2. It is further agreed that if any miner or loader has been fined, suspended or discharged, and claims that an injustice has been done him, the matter shall be taken up for investigation and adjusted in the manner provided for in section 1 of this agreement.

3. It is further agreed that all moneys collected from fines as provided for in the foregoing paragraphs of this section, shall be deposited to the joint account of the secretary-treasurer of districts 14, 21 and 25 of the U. M. W. of A., and the secretary-treasurer of the Southwestern Interstate Coal Operators' Association and disposition of said fund shall be made on the joint account of said secretary-treasurers.

4. It shall be the duty of the pit committee and mine foreman at the end of each day's work, to inspect the dirt loaded in coal during said day and render decisions hereunder.

SECTION IV. *Hiring, Discharging and Time to be Paid for.*

1. The management of the mine, the direction of the working force, and the right to hire and discharge, are vested exclusively in the operator, and the U. M. W. of A. shall not abridge these rights. It is not the intention of this provision to encourage the discharge of employees, or the refusal of employment to applicants because of personal prejudice or activity in matters affecting the U. M. W. of A. If any employee shall be discharged or suspended by the management and it is claimed that an injustice has been done him, an investigation to be conducted by the parties and in the manner set forth in section I, shall be taken up promptly, and if it is proven that an injustice has been done, the management shall reinstate said employee and pay him full compensation for the time he has been suspended and out of employment.

2. Provided, that if at the end of five days after the discharge of an employee who claims an injustice has been done him and an investigation has not been made and a final decision reached, within that time, such discharged employee will be given employment pending the final disposition of the case, except in aggravated cases.

If the discharged employee be a miner, the employment given under this clause will be in his regular working place; and if a day man, he will be given such employment as the management elects. If such employment takes a lower rate of wages than that at which he was employed at the time of his discharge and the final decision of the case be in his favor, he will be paid in the final compensation and adjustment of the case, at the same rate of wages he was receiving at the time he was discharged.

3. In order that no disputes will arise, it is hereby agreed that the foregoing paragraph of this section shall be construed that day men shall receive the scale wage for the work at which they were employed when suspended, and miners \$2.97 per day.

4. When the foreman, as provided for in paragraph 1 of this section, directs an employee to do labor, the scale of wages being lower than his regular scale, he shall be paid the wage scale as paid for labor from which he was transferred, during time employed.

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SECTION V. *Suspension of Mining.*

1. In case of either local or general suspension of mining, either at the expiration of this contract or otherwise, the engineers shall not suspend work, but shall, when mining is suspended, fully protect all the company's property under their care, and operate fans and pumps and lower and hoist such men or supplies as may be required to protect the company's property, and any and all coal required to keep up steam at the company's coal plants. But it is understood and agreed that the operators will not ask them to hoist any coal produced by nonunion labor for sale on the market. Should the interest of the engineers be directly involved in any issue at the expiration of this contract, and any engineers cease from work, the United Mine Workers of America will provide competent men to perform the emergency work above recited at the scale price in effect at the time of the suspension, subject to any subsequent settlement. The operator, at his option, to retain only such engineers as are required, but with the understanding that all of the engineers employed at the time of the suspension shall be entitled to an equal division of the work.

2. It is hereby understood and agreed that all mines in districts 14, 21 and 25, not in operation on March 31, 1910, by reason of strikes or otherwise, shall resume operations without prejudice or interference at the conclusion and ratification of this agreement.

SECTION VI. *Local Demands.*

1. There shall be no demands made locally by either operators or employees which are in conflict with this agreement, or any district agreement, and there shall be no provisions imposed violating the same.

2. If any mine or any substantial part of a mine is laid idle or shut down in violation of this contract by any operator or any agent of any operator, such operator shall pay to the mine workers employed in said mine, which are thereby laid idle, the sum of one dollar per day for each of such mine workers for each day or part of a day which said mine is so laid idle, which sum shall be added to the regular pay account of each of said mine workers and be paid him with such regular account.

3. If any mine or any substantial part of a mine is shut down or laid idle in violation of this contract by any local union, member or members of any local union, pit committee, check weighman, or other or different officer or officers or committee of the U. M. W. of A., said operator may withhold for his or her own use from any fund checked off by him or it from the wages of the employees at said mine and otherwise payable by said operator to the officers of the local union having jurisdiction over the workmen at said mine a sum equal to fifty cents per day per man for all the United Mine Workers who are so idle at said mine for each day or part of a day such mine or substantial part thereof is so shut down or laid idle.

4. Any question or disagreement as to any such shut down or the laying idle of any mine being in violation of this contract and the rights of the injured party to the indemnity or penalties hereby prescribed, shall be determined and finally settled as other disagreements are provided to be settled by section 1 of this agreement. But no indemnity or penalty above provided shall be withheld or paid to the party entitled thereto until any disagreement concerning the same has been so finally determined; except where any mine worker leaves the employ of the company, in which case the company may deduct the penalty from such mine worker's wages before paying him and in the event the case is not finally sustained, then any penalty so collected from such mine worker's leaving the employ of the company will be remitted to the local union having jurisdiction at the mine affected and by it paid to the parties from whom it was originally collected.

SECTION VII. *Payment of Wages.*

1. The operators agree to pay twice a month, the dates of payment to be left as at present; and these payments are to be made at the office nearest to the mine wherein or at which the employees are employed; provided, however, that this office shall be located not more than two miles from such mine.



2. Any employee wishing to leave the service of an operator shall, upon giving the mine foreman three days' notice of his intention to do so, receive all money due him within twenty-four hours after he has left the service of an operator; provided, that not more than ten per cent of the employees shall avail themselves of said right in any one week.

SECTION VIII. *Check-off.*

1. The operator will recognize the pit committee in the discharge of their duties as provided for in this agreement, and agrees to check off all dues, assessments, fines and initiations from all mine laborers when desired. In order to protect the companies, the U. M. W. of A. agree, when the companies so demand, to furnish a collective and continuous order authorizing the company to make such deductions. The companies agree to furnish the miners' local representatives a monthly statement, showing separately the 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 held by the operator until the case is taken up and a decision reached.

2. All deductions for dues, assessments, initiations and fines shall be made through the company office upon statement made by the check-weighman or a duly authorized representative of the local union. It is understood that powder, oil and smithing shall have prior claim and not to exceed one-half of the regular initiation fee shall be collected in any one pay.

3. It is agreed that the miners may employ a check-weighman to see that coal is properly weighed and a correct record made thereof, and when such check-weighman is employed the companies shall furnish him a check number, and he shall credit to his number such portion of each miner's coal as he may be authorized to do by the local union.

SECTION IX. *Drivers.*

1. Drivers shall take their mules to and from the stables, and the time required in so doing shall not include any part of the day's labor; their time beginning when they reach the change at which they receive empty cars—that is, the parting drivers at the shaft bottom and inside drivers at the parting; and ending at the same places, but in no case shall a driver's time be docked while he is waiting for such cars at the points named. The inside drivers, at their option, may either walk to and from their parting, or take with them, without compensation either loaded or empty cars to enable them to ride. This provision, however, shall not prevent the inside drivers from bringing to and taking from the bottom regular trips, if so directed by the mine foreman, provided such work is done within the eight hours.

2. When the stables are located outside the mine the companies agree to deliver the mules at the bottom of the shaft in the morning and relieve the drivers of the mules at the bottom of the shaft at night.

3. When the day men go into the mine in the morning they shall be entitled to two hours' pay whether or not the mine works full two hours; but after the first two hours the men shall be paid for every hour thereafter, by the hour, for each hour's work or fractional part thereof. If, for any reason, the regular work cannot be furnished the inside day laborers for a portion of the first two hours, the operators shall furnish other than the regular labor for the unexpired time.

SECTION X. *Equal Turn.*

1. The operator shall see that an equal turn is offered each miner and that he be given a fair chance to obtain the same. The check-weighman shall keep a turn-bulletin for the turn-keeper's guidance. The drivers shall be subject to whomever the mine manager shall designate as turn-keeper in pursuance hereof.

SECTION XI. *Measurements.*

1. It is agreed that measurements of entries, brushing, room turning and dead work shall be made semimonthly, and payment in full shall be made for such work in the same manner as other work is paid for.

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SECTION XII. *Condition of the Mine.*

1. The company shall keep the mine in as dry condition as practicable, by keeping the water off the road and out of the working places. When a miner has to leave his working place on account of water, through the neglect of the company, they shall employ said miner doing company work when practicable and provided that said miner is competent to do such work, or he will be given another working place until such water is taken out of his place.

SECTION XIII. *Doctor.*

1. No deduction shall be made for doctors unless such deduction is authorized by the individual employee.

SECTION XIV. *Provisions for Injured.*

1. The operator shall keep sufficient blankets, oil, bandages, etc., at each mine, and provide such suitable conveyance as is available to properly convey the injured persons to their homes after an accident.

SECTION XV. *Deaths and Funerals.*

1. In the event of an instantaneous death by accident in the mine, employees shall have the privilege of discontinuing work for the remainder of that day only. 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 the mine, individual employees may, at their option, absent themselves 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 member was employed shall contribute fifty (50) cents and the operator twenty-five (\$25) dollars for the benefit of the family of the deceased or his legal representative, to be collected through the office of the company. In the event that the mines are thrown idle on account of the employees' failure to report for work in the time intervening between the time of the accident and the funeral, or on the day of the funeral, then the company shall not be called upon for the payment of the twenty-five (\$25) dollars above referred to.

2. Except in cases of fatal accidents, as above, the mine shall in no case be thrown idle because of any death or funeral, but in the case of the death of any employee of the company, or member of his family, any individual miner may, at his option, absent himself from work for the purpose of attending such funeral, but not otherwise.

SECTION XVI. *Powder.*

1. The price of powder during the life of this contract shall be two dollars per twenty-five pound keg.

2. There shall be no other explosives than black powder used for shooting coal in the mines except upon the mutual consent of the pit boss and the mine committee, who may allow the use of other explosives in entries and slopes or places regarded as deficient and faulty.

SECTION XVII. *Railroad Cars at Mines.*

1. When an adequate number of empty railroad cars are at the mines at the starting time in the morning to work one-quarter day, and the operator has assurance from the railroad company that more cars will be placed at the mine before the empty cars already at the mine are loaded, then all employees shall go to work.

2. Whenever any operator may desire to mine and stock his coal, either in bins or on the ground, the employees shall go to work whether there are any empty railroad cars at the mine or not.



SECTION XVIII. *New Mines.*

1. Where the development of a new mine is begun during the period covered by this agreement, scale of wages covering the labor at such new mine will be the same as in other mines in the neighborhood.

2. Where a mine is being developed in a new part of the field where new conditions are encountered, a scale of wages and rates will be made by the commissioner for the operators and the district president for the miners.

SECTION XIX. *Classes of Work.*

1. The erection of head frames, buildings, scales, machinery, railroad switches, etc., necessary for the completion of a plant to hoist coal, all being in the nature of construction work, are to be excluded from the jurisdiction of the U. M. W. of A. Extensive repairs to and rebuilding of the same class of work shall also be included in the same; provided, that any or all members of the U. M. W. of A. who may be employed at such work shall not be asked to work in conflict with the terms of this agreement.

2. It is further agreed that the reloading of coal that has been mined and unloaded on the ground shall be exempt from the jurisdiction of the U. M. W. of A.

SECTION XX. *Duties of Pit Committee.*

1. The duties of the pit committee shall be confined to the adjustment of disputes between the pit boss and any member of the U. M. W. of A. working in and around the mines, arising out of this agreement or any district agreement made in connection therewith, when the pit boss and said miner or mine laborer have failed to agree.

2. In case of any local trouble arising in any mine through such failure to agree between the pit boss and any miner or mine laborer, the pit committee and the pit boss are empowered to adjust it, and in the case of their disagreement it shall be referred to the superintendent of the company and the district president of the U. M. W. of A., or such person as he may designate to represent him; and should they fail to agree, it shall be referred to the commissioner of the Southwestern Interstate Coal Operators' Association and the district president of the U. M. W. A. for adjustment; and in all cases the mines, miners, mine laborers, and parties involved must continue at work pending an investigation and adjustment, as provided for in section 1.

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

4. The pit committee, in the discharge of its duties, shall under no circumstances go around the mine for any cause whatever, unless called upon by the pit boss or by a miner or company man who may have a grievance that he cannot settle with the boss. Any pit committeeman who shall attempt to execute any local rule or proceeding in conflict with any provision of this contract or any other made in pursuance hereof, shall be forthwith deposed as committeeman. The foregoing shall not be construed to prohibit the pit committee from looking after the matter of membership, dues and initiations in any proper manner. The pit committeemen shall be elected to serve for one year unless deposed for cause.

5. 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.



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SECTION XXI. *Expiration.*

1. This contract shall continue in full force until the expiration of two years from March 31, 1910.

SECTION XXII. *Continuation Clause.*

1. It is agreed that negotiations for a new contract shall commence thirty days prior to the expiration of this contract. It is further agreed that if at the end of thirty days after the expiration of this contract a completed contract has not been agreed to, then the disputed points shall be submitted to the executive committee of the Operators' Association and an equal number of the members of the district executive boards of districts 14, 21 and 25 of the United Mine Workers of America. It is further agreed that if said executive boards disagree within the next thirty succeeding days, then, at the option of either party hereto, the mines may cease operations.

2. It is expressly understood and agreed that during all such negotiations, the mine workers shall continue at work and the new contract shall be retroactive to the expiration of this contract.

SECTION XXIII. *Obligations.*

1. All the provisions and terms of this contract are hereby mutually agreed to by and between all the operators, members of the Southwestern Interstate Coal Operators' Association and all the miners of districts 14, 21 and 25, and signed by the representatives of the parties hereto who have been duly authorized to execute the same on behalf of the Southwestern Coal Operators' Association and on behalf of districts 14, 21 and 25, of the U. M. W. of A. respectively.

2. That the next Interstate joint conference meet in Kansas City, Mo., thirty days prior to the expiration of this contract, in accordance with the provisions in that respect in section 22, entitled "Continuation Clause."

In behalf of the Southwestern Interstate Coal Operators' Association.

JAMES ELLIOTT, *President.*

E. R. SWEENEY, *Vice-President-at-Large.*

J. H. HIBBEN, *Secretary.*

In behalf of the United Mine Workers of America.

P. R. STEWART, *President Dist. No. 21.*

CHAS. BATLEY, *President Dist. No. 25.*

ALEX HOWAT, *President Dist. No. 14.*

SCALE OF WAGES AND CONDITIONS.

CHEROKEE AND CRAWFORD COUNTIES, KANSAS, AND BARTON COUNTY, MISSOURI.

This contract made and entered into between the United Mine Workers of America of District 14, parties of the first part, and the Southwestern Interstate Coal Operators' Association, parties of the second part, agree to the following prices and conditions:

ARTICLE 1. That in Cherokee and Crawford counties, Kansas, and Barton county, Missouri, the price for shooting and loading picked mine coal shall be 75 cents per ton of 2000 pounds of mine-run coal. Mine-run coal shall be free from slate, dirt, bone, sulphur, blackjack and other impurities.

ART 2. That the uniform price for dead work shall be as follows:

Entries 6 feet wide, \$1.78.

Entries 12 feet wide, \$1.19.

Crosscuts between entries shall be paid the same price per yard as is paid for entries of the same width. If the pillar between entries at the point where crosscut is driven is in excess of 20 feet in thickness the miner



will be entitled to a switch in a crosscut, after having driven the same, or any part of it, 20 feet into the pillar.

Top brushing, 95 cents per yard for 5 feet above each rail.

Top brushing, \$1.07 per yard for 5½ feet above each rail.

Top brushing, \$1.19 per yard for 6 feet above each rail.

When hard rock brushing is necessary to be done, the regular brushing price shall not apply, but the compensation for the same shall be mutually agreed upon between the miner and mine foreman.

These prices to apply to top brushing in all entries and rooms:

Bottom brushing, \$1.25 per yard for 5 feet above the rails.

Bottom brushing, \$1.37 per yard for 5½ feet above the rails.

Bottom brushing, \$1.48 per yard for 6 feet above the rails.

All bottom brushing to be 5 feet wide at the bottom.

These prices to apply to bottom brushing in all entries and rooms:

Horsebacks, \$1.19 per foot, 6 feet wide and normal height of vein in the mine.

Stowing dirt, 12 cents per car; 59 cents per yard.

For turning rooms, \$2.37 when the room neck is 6 feet.

For turning rooms, \$3.56 when the room neck is 9 feet.

For turning rooms, \$4.75 when the room neck is 12 feet.

The width of room necks shall be from 7 to 9 feet, as directed by the mine foreman. If driven 2½ feet or more in excess of the width directed by the mine foreman, or if driven over 13 feet in width by his direction, one-half of price of room turning as above specified shall apply.

When, by reason of horsebacks or other unavoidable obstacles, rooms cannot be driven 12 feet or more in width, yardage shall be paid. If less than 12 feet and more than 6 feet in width, the price per yard shall be proportionate to the price paid for entries.

Miners are to properly timber their places and keep the same safe, secure and in a good workmanlike condition where they have worked out coal therefrom. They shall promptly and properly reset all props blown out by shots.

Miners shall make crosscuts between rooms in the manner directed by the mine foreman. The first crosscut between rooms shall be paid for at the same rate per yard as is paid for entries of the same width.

ART. 3. The price for making the wall or walls for rooms through gob shall be \$1.78. The width between the walls to be specified by the mine foreman.

ART. 4. No miner shall cut horsebacks, drive crosscuts, stow dirt, or do any dead yardage or deficient work, except upon and by direction of the mine foreman; provided, where minor troubles, such as small falls, slips, rolls, etc., which involve a small amount of compensation, occur, the miner and mine foreman may have an understanding to do such work without previously referring each particular case to the mine foreman.

BATES AND VERNON COUNTIES, MISSOURI.

ARTICLE 1. That in Bates and Vernon counties, Missouri, the following prices for shooting and loading pick-mined coal, per ton of 2000 pounds of mine-run coal, free from slate, dirt, bone, sulphur, blackjack and other impurities, shall be:

Coal 4 feet or over in thickness, 65 cents.

Coal 3 feet 6 inches thick and less than 4 feet in thickness, 70 cents.

Coal 3 feet 6 inches thick and less, 75 cents.

Entries 6 feet wide, \$2.37 per yard.

Entries 12 feet wide, \$1.78 per yard.

Top brushing, 89 cents per yard for 5 feet 2 inches above the rails.

Bottom grading, from 6 to 12 inches in thickness, shall be 59 cents per yard; and for each additional 6 inches in thickness, 30 cents per yard.

When less than 6 inches in thickness, the price is to be determined between the mine foreman and miner.

Room turning, the price and conditions shall be the same as in Crawford and Cherokee counties, Kansas.

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ART. 2. The same prices shall be paid for bottom grading in rooms as is provided for in entries.

The price for removing bone coal, or rock, shall be determined by the mine foreman and the miner.

ART. 3. The rooms shall be 24 feet wide when the roof will permit, the mine foreman to be the judge of conditions.

In no case shall two men be required to work in a room less than 16 feet wide.

ART. 4. The same rules and customs in regard to crosscuts, draw slate and rolls in rooms in Cherokee and Crawford counties, Kansas, shall also apply to these counties.

DAY WAGE SCALE.

INSIDE DAY WAGE SCALE.

Track layers	\$2 70
Track-layers' helpers	2 49
Trappers	1 19
Bottom cager	2 70
Drivers	2 70
(For each additional mule 10.6 cents extra.)	
Trip riders	2 70
Pushers	2 70
Water haulers and machine haulers	2 70
Timbermen, where such are employed	2 70
Pipemen for compressed-air plants	2 64
Company men in long-wall mines	2 49
All other inside day labor	2 49
Spragging, coupling, and greasing, when done by boys	1 85
Shot firers	3 17
Digging coal by day	2 97
Air men	2 70
Shaft sinkers	2 97

Motor men shall be advanced in wages 5.55 per cent over prices paid prior to March 31, 1910.

OUTSIDE DAY WAGE SCALE.

First-class blacksmiths	\$3 17
Second-class blacksmiths	2 90
Blacksmiths' helpers	2 49
Carpenters	2 56
All other outside day labor	2 14
Operator of incline rock dump hoist	2 23
Night fireman	2 14

At mines where incline rock dumps are used, the operator of such incline rock dump hoist shall, when not operating said dump, do whatever work he may be directed to do by the mine foreman or other person in charge.

Night firemen shall, if requested, lower and hoist shot firers or any other men employed in the mine, in the absence of the regular engineer, and will perform such other duties as the mine foreman or other person in charge may direct.

SCALE FOR ENGINEERS.

Engineers, first-class, 500 tons and over, \$83.38 per month.

Second-class, 300 tons to 500 tons, \$77.05 per month.

Third-class, 300 tons or less, \$68.60 per month.

The minimum rate for tail-rope and slope engineers shall be \$2.51 per day, or \$65.44 per month; provided further, that the maximum rate for tail-rope and slope engineers shall be \$2.85 per day, or \$73.88 per month, 26 days to constitute a month's work, and nine hours to constitute a day's work. All overtime in excess of nine hours to be paid for at a proportionate rate per hour.

The mining price inside and outside day wage scale (except engineers) provided for in this contract is based on an eight-hour work day.



PLEASANTON DISTRICT.

ARTICLE 1. The change contemplated by the operators in the Pleasanton field from shooting coal, m. ne-run, long-wall system to a mined face breaking coal system, with the use of powder eliminated where not absolutely necessary, the mine foreman to be the judge of the necessity, is agreed to; provided the change be made by day work, and when the mine, or a reasonable portion of the mine, is brought into good working condition, the operator to be the judge, an investigation shall be made by a commission composed of one member of the district board, one representative of the Southwestern Interstate Coal Operators' Association, one member of the local union selected from the Pleasanton miners, and one representative of the operators in the Pleasanton field. These four men shall constitute the commission to agree upon and fix a scale rate for mining under the system contemplated, and begin its investigation upon the day set by the commissioner of the Southwestern Interstate Coal Operators' Association. They shall make their investigation and findings within ten days after the date set as above by the commissioner for the operators. If, at the expiration of such ten days, they are unable to agree, then the arbitrator, board or system provided for in section 1 of the interstate agreement shall immediately be called upon to decide any points in this connection, upon which the commission does not agree, and the selection of such arbitrator and his findings, which shall be made within five days, shall be accepted and agreed to by both parties, and written into the contract as the mining price for the Pleasanton district under the system of mining contemplated.

The joint committee recommends that the commission consider the net earnings per ton of the miner under the old system in fixing the tonnage price under the new system of mining.

ART. 2. Turning rooms, \$3 56 each.

Rooms to be considered turned when crib and the first wall are in, and brushed to within three feet of the face of the coal, the company to build the crib. If the miner builds the crib, fifty-three cents shall be paid for such service.

ART. 3. Entry brushing, \$1 95 per yard. Brushing to be six feet above the rails and six feet wide at the top.

Local Conditions.

ARTICLE 1. The miner or loader shall not send out dirt, slate, sulphur or blackjack, if he has room in which to gob the same in his working place, without the consent of the mine foreman or person in charge. He shall build all roadway walls and keep his place in good condition. If any miner shall neglect to keep his place in condition as above described, he shall have his turn stopped until he complies, and in case he persistently neglects to keep his place in condition as agreed, he shall be subject to discharge.

ART. 2. The width of rooms shall not be less than thirty-five nor more than forty feet from center of road head to center of road head, or from march to march.

Rooms shall be driven to length of 150 feet from the point of the room cog on the entry, and after having reached such distance, will be declared to have been driven up.

ART. 3. Any miner desiring to leave the employ of the company shall build his roadway walls and prop his working place in a good and workman-like manner before leaving the same, and under no conditions shall he leave his brushings or buildings more than three feet from the working face. Failure or refusal to carry out the above provisions, the mine foreman or person in charge shall have the right to put a man in said place to properly brush, build and secure the same as provided above, and shall deduct from any wages due or that may be due the said miner or loader, the amount of money necessary to cover the expense of putting said place in proper condition.

ART. 4. In case the company at any time during the life of this contract desires to make a machine scale for the Pleasanton district, said scale shall be made by the local scale committee for the operators and the district ex-



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ecutive board of the United Mine Workers of America for the miners. Said scale to be effective upon the approval of the executive committee of the Southwestern Interstate Coal Operators' Association, within fifteen days after notification of such desire on the part of the company, which machine scale for machine runners and helpers and loaders after machines shall bear the same ratio to the pick-mining price for this district as the machine mining scale in Cherokee and Crawford counties, Kansas, and Barton county, Missouri, for machine runners, helpers and loaders, bears to the pick-mining price in those counties, and that all general conditions, day wage scale, and general interstate provisions, applicable to the machine-mining scale in Cherokee and Crawford counties, Kansas, and Barton county, Missouri, will be made applicable to the Pleasanton district.

OSAGE COUNTY SCALE.

ARTICLE 1. That in Osage county, Kansas, the price for pick-mined hand-picked coal per ton of 2000 pounds, free from slate, dirt, bone, sulphur and other impurities, shall be as follows:

Osage City, \$1.65 per ton.

Burlingame, \$1.60 per ton.

Scranton, \$1.60 per ton.

Provided, however, that hand-picked coal will not be construed to change present condition.

ART. 2. That room turning be paid \$6.33 as a uniform price for Osage county, miner to put away dirt. That the distance of room turning shall be 13 feet from the corner of the rib of said room, and no room shall be considered turned until such distance is obtained. All yardage beyond the specified distance of 12 feet shall be paid at the rate of \$1.58 per yard.

ART. 3. All gob entries shall be paid at the rate of \$1.78 per yard. Said entries to be 4½ feet wide and 3½ feet high.

For narrow entries, 5 feet wide and 3½ feet high, \$2.20 per yard.

For entries 14 feet wide, \$2.08 per yard, the miner to have the coal.

For one-sided entries, the price to be \$1.48 per yard, the miner to have the coal.

ART. 4. That rib room turning be paid the same as other room turning.

ART. 5. That all rock brushing shall be paid for at the rate of \$1.06 per yard of one foot in thickness, and 53 cents for each additional 6 inches, help to be furnished by the company when drilling in rock.

ART. 6. Cutting corners in rooms where rooms are full width, 59 cents per yard.

ART. 7. That whenever a mine foreman desires two men to work together in one place, they shall be paid 16 cents extra per ton above the regular mining price; provided, it is not the fault of the miner working in said place, or his inability to keep up the working face.

ART. 8. Where shooting is necessary, the company to be required to furnish drilling machines and other necessary materials for blasting, and that such necessities shall be delivered at the miner's platform or switch.

ART. 9. That no room be driven over 185 feet without extra pay for pushing, said extra pay to be determined by mine foreman and miner, and that any steep pushing, the driver or pusher shall be required to assist in pushing.

ART. 10. That mule brushing shall be contracted when desired. The price to be agreed upon by the mine foreman and the parties doing the work.

ART. 11. All deficient work shall be paid extra, the price to be determined by the mine foreman, miner or miners affected, but should they not agree, then the price shall be determined by the mine foreman and the pit committee.

ART. 12. It is hereby understood and agreed that all coal shall be accepted at the miner's switch or platform.

ART. 13. Miners shall at no time load or run dirt to the driver, if he has room in his place to gob it, without the consent of the mine foreman, provided the distance to his march is not in excess of 18 feet from his road wall.

ART. 14. That whenever a room or entry caves in or abnormal conditions



exist, the operator shall take the dirt at miner's switch or platform, and the miner's turn for coal shall not be affected thereby.

ART. 15. Where the blacksmith is hired by the company to sharpen tools for the men, the charges will be 1 per cent. When men sharpen their own tools, no charge shall be made.

ART. 16. Weighmen at mines that are not loading over 150 tons of coal per day may be required by the mine foreman to do other work in addition to his duties as weighman.

ART. 17. Rooms shall be turned off the entries at a distance not to exceed 40 feet from center to center of room mouths.

ART. 18. Extra pay of 6 cents per ton for coal mined in rooms and main entries for brushing $3\frac{1}{2}$ feet high and 4 feet wide in Osage county only.

TONNAGE SCALE FOR MACHINE MINING.

It is agreed by both committees that there shall be a commission selected, to be composed of two for the miners and two for the operators, whose duties shall be to take up and fix a machine-mining rate per ton for the machine runners, helpers and loaders; and that the members of this commission shall be selected before this contract is signed; that they shall proceed on the date set by commissioner to make their investigation, and arrange the scale mentioned immediately upon resumption of work at the mines affected by this contract.

In the event of the failure of the aforesaid commission to agree upon a scale within ten days after beginning of their investigation at the mines, as above specified, they shall select a fifth man, whose decision shall be final; and in the event of their failure to agree upon a fifth man within five days, they shall then accept as the arbitrator, the person, agency or method prescribed in section 1 of general provisions of the interstate agreement for districts Nos. 14, 21 and 25.

The same commission, it is also agreed, will in the same manner fix the proportion of cars which loaders after machines are to have, compared with the number of cars given pick miners, inserting their decision in the proper place in article 3 under "Working Conditions Machine-mined Coal, Tonnage Basis."

WORKING CONDITIONS MACHINE-MINED COAL, TONNAGE BASIS.

ARTICLE 1. The loaders are to furnish their own tools and powder, and be subject to the directions of the mine foreman or person in charge, in the performance of their duties.

ART. 2. It is agreed that the operator at any time is to have the privilege of changing any or all places from machine mining to pick mining, or from pick mining to machine mining.

ART. 3. It is agreed that loaders after machines shall have turn with pick miners in the ratio of cars to cars.

ART. 4. The price for blacksmithing shall be one per cent of the gross earnings.

ART. 5. To insure clean, marketable coal, the same rule applying to pick miners, to govern loaders after machines.

ART. 6. If at any time it is deemed advisable by the operator to change from tonnage to day wage basis, or from day wage basis to tonnage basis under machine mining, he shall have the right to do so.

ART. 7. The operator shall have the right to work a night shift for cutting coal with machines.

ART. 8. All machine men shall work on idle days at operator's option, to make up the time lost on previous working days.

ART. 9. When a machine runner, or any other employee upon whose work other employees of the mines are depending, absents himself from duty without giving advance notice when possible to the mine foreman, he is subject to discharge.

ART. 10. Where machine runner leaves rolls or bottom coal in the bottom, they or it shall be taken up at the machine helper's and runner's expense. The cuts shall be continuous and no partitions left between cuts.



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DAY WAGE SCALE FOR MACHINE MINING.

ARTICLE 1. In case operator elects to operate his mine wholly or partially on day wage basis, the following prices are to be paid:

For machine runners, \$3.17 per day.

For machine runners' helpers, \$2.90 per day.

Loaders after machines, \$2.70 per day.

Hand drillers and shot chargers after machines, \$2.70 per day.

Drilling machine runners, \$2.70 per day.

Pipe men, \$2.64 per day.

ART. 2. It shall be the duty of the machine runners and helpers, in addition to their regular work, to perform any other labor in or about the mine as directed by the mine foreman or person in charge.

ART. 3. The method and manner of operating machines shall be under the direction of the mine foreman or person in charge.

ART. 4. Loaders by day or ton after machines shall load all coal and brushing dirt or rock, same to include any necessary pick work to dislodge any hanging coal, brushing dirt or rock loosened by coal or brushing shot. They shall, when directed by the mine foreman or person in charge, keep their working places timbered and do any and all work ordinarily performed by the pick miner, except cutting coal at the face.

ART. 5. It shall be the duty of the drillers to drill all coal or brushing holes, whether by hand or power drills, as per scale of wages above shown, at the direction of the mine foreman or person in charge.

ART. 6. Drillers regularly employed as such shall do any other labor about the mine as directed by mine foreman or person in charge; provided, if it is a class of work carrying a lower rate the driller rate shall apply.

ART. 7. It is agreed that the operator may at his option operate his mine wholly or partially on a tonnage basis.

GENERAL PROVISIONS.

ARTICLE 1. That the bimonthly pay day shall fall on the second and fourth Saturdays of each month.

ART. 2. That all timber and rails shall be delivered when necessary at the working switch on the entry.

ART. 3. That the color line shall not be a bar to employment.

ART. 4. That the check-weighman shall have a check number to receive his pay the same as miners.

ART. 5. When entry or horseback dirt is wheeled or pushed, extra compensation shall be paid when it is required to wheel or push same over 126 feet. This provision applies in Cherokee and Crawford counties, Kansas, and Barton county, Missouri.

ART. 6. In opening new mines the work shall be done by the day, by the cubic yard, or by the ton, at the option of the operator, and the price per cubic yard for the coal shall be the price per ton under the scale; if by the day, the price for all classes of underground work shall be \$2.70 per day, including loading of coal, brushing, timbering, ditching and all other work necessary to be done in the making of the bottom, except the men required to drill, shear or shoot the coal, whose wages shall be \$2.97 per day. This rule to apply until after the first four cross entries on each side of the bottom of the shaft and air connections with the same are made.

ART. 7. That when a miner is prevented from work by reason of his switch not being laid in his turn, or through neglect of the company, or in the event of a fall of rock in his place, for which he is not responsible, under the terms of this contract he shall notify the mine foreman, and if same is not remedied at the expiration of twenty four hours, he shall proceed as in section 1 of the interstate agreement; and provided further, that if any miner or mine laborer absents himself from work for more than one day without a justifiable cause, the operator shall have the right to fill such vacancy.

ART. 8. The price of blacksmithing shall be 1 per cent of the gross earnings of the miner, check-weighman or other person who may have coal credited to him or them on the weighman's bulletin.



ART. 9. That the scale rate of blacksmith at mines where construction work is being done shall be that of first-class blacksmith, and the scale rate of mine blacksmith at mines where sharpening tools and general mine repairs are being done shall be that of a second-class blacksmith, based on an eight-hour day.

ART. 10. Blacksmith when called upon shall do any and all work in and about the mines which the mine foreman may direct him to do.

ART. 11. All rolls below three inches no compensation shall be allowed. All rolls three inches and over shall be left to the mine foreman and the man affected.

Where a series of rolls occur less than three inches same shall be left to the mine foreman and man affected.

ART. 12. The prices for draw slate shall be 26 cents per lineal yard where draw slate is six inches thick; 42 cents per lineal yard where draw slate is nine inches thick; 58 cents per lineal yard where draw slate is twelve inches thick; 10.6 cents increase for each additional three inches in thickness.

These prices are for draw slate when it is necessary for the miner to handle same across full width of room when room is standard width. A proportionate price per yard based on actual width of room where room is less than standard width. When draw slate is less than six inches thick, the price to be determined by miner and mine foreman. (Except Osage.)

ART. 13. That all road and sump coal be placed on a check number, and when wrecked cars are allowed they are to be deducted from the coal on such check number. At the end of each month the coal to be divided between the local union and the company, two-thirds to the local union and one-third to the company, company to pay all labor in cleaning and loading such coal.

ART. 14. Faulty coal in rooms shall be considered deficient work, and any miner employed to work the same shall be paid by the day, the company to furnish the powder, or the man to be given another place, the mine foreman to determine whether the man is to be employed by the day or given another place. If the room is worked by the day and the miner furnishes his own tools, 10 cents per day additional shall be paid for the use of his tools.

ART. 15. In all faulty entries it is hereby understood and agreed that the miner and mine foreman may agree upon a price to be paid for such work, and in the event of their being unable to agree on such price, then the entry may be worked by the day or the miner given another place, the mine foreman to determine whether the miner is to be employed by the day or given another place. If the entry be driven by the day, the operator will furnish the powder, and if the miner furnishes his own tools, will pay 10 cents per day additional for the use of such tools.

ART. 16. When any employee quits or leaves his place of employment he thereby forfeits all right to claim his former or any other position in or about the mines.

ART. 17. When the mine works and hoists coal a fractional part of the day, the miners and loaders may remain in the mine at their option, and there shall be no local ruling affecting the same.

ART. 18. The entrymen shall drive their entries by the sights put up by the operators. If they do not do so, they shall straighten the entry at their own expense or be subject to discharge at the option of the operator.

ART. 19. Any fine or fines collected by the operator under the provisions hereof, the disposition of which are not otherwise specifically provided for, shall be paid to the party damaged.

ART. 20. It is distinctly understood and agreed that employees who were retained by the company and did work during the suspension of mining beginning April 1, 1910, shall continue work without prejudice, and the U. M. W. of A. will not assess any fine or inflict any other penalty upon them.

ART. 21. When two men are required to work together on the same shift an entry, or when an entry is double shifted, 30 cents per yard additional shall be paid, except in crosscuts.

ART. 22. Shot firers shall be paid at the rate of \$3.17 per day under normal conditions.



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Conditions to govern shot firers: Shot firers shall have but one job in mines employing 40 men or more, and no shot firer shall perform his duties while in the mine alone. Two shot firers shall not fire shots for more than 80 men without extra compensation at the rate of eight cents per place for each additional man.

The company reserves the right to determine the number of shot firers to be employed except as above, provided the company pays the shot firers the full amount of this scale.

ART. 23. That there shall be a commission selected, to be composed of two for the miners and two for the operators, whose duties shall be to take up and fix a machine-mining rate per ton for the machine runners, helpers and loaders; that the members of this commission shall be selected before this contract is signed; and that they shall proceed at once to make their investigation, and arrange the scale mentioned immediately upon the resumption of work at the mines affected by this contract.

In the event of the failure of the aforesaid commission to agree upon a scale within ten days after the resumption of work at the mines, as above specified, they shall select a fifth man, whose decision shall be final, and in the event of their failure to agree upon a fifth man within five days, they shall then accept as the arbitrator, the person, agency or method prescribed in section 1 of general provisions of the interstate agreement for districts Nos. 14, 21 and 25.

ART. 24. It is hereby understood and agreed by the miners and operators of district No. 14, that all mines not in operation on March 31, 1910, by reason of strikes or otherwise, shall resume operations without prejudice or interference at the conclusion and ratification of this agreement.

ART. 25. That the price of nut coal for household purposes to employees when bought by the head of the family, shall be \$1.50 per ton at the mine for the entire year; except, where the mine is not making nut coal, mine-run coal may be furnished at the same price. (Except Osage district.)

ART. 26. There shall be no unjust discrimination against any day laborers in so far as the work shall be as nearly as possible equally distributed, provided the parties are competent of doing the work, the mine foreman to be the judge of such competency.

ART. 27. All half turns shall be furnished a check number.

HARNESSING MULES.

In regard to taking the mules into the mine where the mules are kept on top of the slope opening, the mules are to be taken to and from the tippie to the mouth of the slope. In shaft opening the mules are to be taken down and up the shaft by the company, either by the drivers on the company's time or by the company employing a man to do so; and it may employ any man or number of men it chooses to do this work.

Where mules are kept in the mine, if the mules are harnessed by the company, the driver must be at the pit bottom or the parting where he commences work, ready to begin at starting time. If the driver harnesses the mules, he does so on the company's time.

In behalf of the Southwestern Interstate Coal Operators' Association:

JAMES ELLIOTT, *President.*

E. R. SWEENEY, *Vice President at Large.*

J. H. HIBBEN, *Secretary.*

In behalf of the Mine Workers of District 14:

ALEX HOWAT, *President District 14.*

ROBT. GILMOUR, *Secretary-Treasurer.*

INTERPRETATIONS.

ARTICLE 8. It is understood by and between the committees representing the miners and operators that article 8, under the "Working Conditions for Machine-mined Coal" on tonnage basis, means, in so far as the operators are concerned, that the machine crew is to work in order to make coal to make up for the time lost on previous day by accident.



ARTICLE 8. *General Provisions.* It is understood that all coal credited to any check number shall take its proportionate price of the smithing. In other words, we understand that all coal mined would have been credited to some miner's check number, and would represent part of his gross earnings, and if it has been credited to some other check number, it represents part of the gross earnings, and should pay its proportion of blacksmithing.

ARTICLE 10. *General Provisions.* It is understood that the sharpening of tools of the miners shall have preference, except in case of breakdowns or unavoidable accidents, in which event that work shall be first attended to.

ARTICLE 20. *General Provisions.* The interpretation that we put upon the above article is that the rights we had under the holdover or suspension mining clause in the 1908-1910 contract should not be abridged.

INTERPRETATIONS.

It is agreed by and between the committees representing the miners and operators of district No. 14, that the following is their interpretation and understanding had at the time they adopted the clauses or articles in the contract, hereinafter discussed.

ARTICLE 2. *General Provisions.* The paragraph which reads, "Horsebacks \$1.19 per foot; 6 feet wide and normal height of vein in the mine." It was understood that where horsebacks were cut in entries and entry crosscuts, the full 6 feet in width and normal height of vein is required so as to furnish adequate air courses for ventilation; but where horsebacks are required to be cut in rooms, the height is to be the normal height of the vein and the width to be only so wide as to furnish adequate roadway for the passage of the loaded cars, and where horsebacks are necessary to be cut to make break-throughs between the rooms, and the normal height of the vein and sufficient width to furnish proper ventilation is required.

It was not the intention that the mine foreman might arbitrarily require the cutting of horsebacks full 6 feet wide in rooms and between rooms when it was not necessary for the proper passage of the loaded cars and ventilation.

ARTICLE 4. *General Provisions.* In adopting this article it was understood that direction of the working force and how the work should be done and what shall be done is vested in the mine operator, and to prevent the working of any dead, yardage or deficient work that the mine foreman did not want performed. However, it was not the intention to furnish the mine foreman opportunity to take advantage of the men and wilfully hinder or delay the performance of their duties.

Hence, it is agreed in case a miner has any dead, yardage or deficient work in his place, that he deems necessary to perform for the proper working of such place, he shall personally notify the mine foreman of his wishes, and the mine foreman shall, within four hours, advise him of his decision as to whether or not he wishes it done, and if the mine foreman wilfully or carelessly neglects to direct the miner how he wishes said work done, if at all, and causes the miner to lose time, said miner may claim compensation for the loss of such time.

The four hours above referred to means four hours of actual working time in the mine after notification.

ARTICLE 2. *General Provisions.* It is understood that where rooms are brushed or it has been the practice of making deliveries by mule at the working switch in a room, that the practice of making delivery of timbers or rails at such switch shall prevail.

ARTICLE 9. *General Provisions.* It is understood that the rate now paid to blacksmiths is to remain as it is, plus the 5.55 per cent.

This does not mean, however, to make the operator pay first-class blacksmith wages where the work done does not take such price and he is not now paying it to the blacksmith employed.