

A STATEMENT TO THE MINERS

BY THE

Southwestern Interstate Coal Operators Ass'n.

After an experience of seven years with what has become to be known as the Joint Trade Agreement Movement, which is a system of making contracts between employers and employees governing prices and conditions of work for a stipulated period, for which purpose the South Western Coal Operators' Association and the United Mine Workers of America has been suddenly destroyed by the action of your International President and representatives assembled in Kansas City, by their repudiation of an agreement entered into with us June 16th, which provided for the making of a contract.

When the mines had been shut down for two months and a half, or from April 1st to about the middle of June, Mr. T. L. Lewis, International President of the United Mine Workers of America, appeared in Kansas City and requested an audience with the operators' representatives assembled in that city.

This was granted and at that meeting Mr. Lewis stated his desire to hold a joint convention with the operators and the miner's representatives for the purpose of trying to effect a contract. The operators replied to this request, stating that they could see no good reason why a joint convention should be held, because of their unbelief of it being able to accomplish any good. The operators stated very plainly that they could not afford to pay any advance in wages or do anything that would tend to increase the cost of producing the coal and retain the present limited market which they now hold in competition with oil and other coal producing states, and as the miners had demanded that the operators must concede an advance in wages preliminary to going into joint convention, the operators stating that it was impossible to grant this demand and consequently no joint convention could be held on that basis, and contended further that even if they did so, and granted an advance, instead of such action benefitting the men, it would be detrimental to their interests, on the ground that if they increased the miners' daily capacity to earn, it would increase the cost of the coal, and contract the already limited area in which the coal can be sold and thus reduce the miners' opportunity to work and consequently the amount he would earn annually. In other words, the operators stated: What would it benefit a man if he could earn sufficient in one day to maintain himself and those dependent upon him for a week, a month or a year, if he had no opportunity to do that day's work?

This has been the situation in the Southwest for the past five or six years. The capacity of the man to earn daily has been going up, while the amount earned annually by each miner has been going down. This is no idle assertion but an absolute positive fact and can be proved by reference to all government statistics, Mine Inspectors' Reports as well as by the company's pay rolls. This because of the area over which the coal can be sold being contracted more and more each year, because of the expensive conditions forced upon the operators by the aggressiveness of the Union officials and Local Unions, which conditions are not only not justified by the wage contracts, but are direct violations of them, all of which tend to increase the cost of coal.

In insisting that the operators agree to hold a joint convention, Mr. Lewis stated that they were not obliged to give any pledge of an advance in wages but that he simply desired to talk the matter over and see if there could not be some arrangement effected so that the difficulties might be amicably adjusted. After some consideration it was finally agreed that a committee of four two from each side be appointed to confer with a view to determining the basis on which a contract might be made, which resulted in the following agreement being made by the four representatives and which was afterwards endorsed by the representatives of the operators in Kansas City and the representatives of the miners, and the conferees, after such endorsement, commenced work along the lines laid down therein to negotiate a contract.

Kansas City, Mo.
June 16th, 1910.

Resolved that the joint committee of four will each recommend to their respective organizations that a contract be negotiated and executed by and between the Southwestern Interstate Coal Operators' Association and the United Mine Workers of America, on the following basis:

1st. That the proposition to become a contract shall be negotiated and drawn up by T. L. Lewis for the United Mine Workers of America and James Elliott for the Southwestern Interstate Coal Operators' Association.

2nd. That the advance demanded be paid upon the following conditions:

"A" That the inequalities existing at the various mines in the Southwest be equalized.

"B" It shall be the purpose to place the control of the property under the men in charge. In order to equalize as near as possible the increase in the wage rate so that the total cost of production shall be kept at a point where the mines may be operated the greatest number of days and the operator may hold the tonnage in his natural market, the conditions of employment, unfair prices for dead work and yardage shall be re-arranged; and all useless conditions and rules shall be eliminated.

"C" That a clause shall be inserted in the contract that will insure the continuous operation of the mines pending the final adjustment of any dispute.

"D" That a clause shall be inserted in the contract providing for a method of arbitrating questions in dispute, where the parties to the controversy are unable to agree.

"E" A clause providing for penalizing both miners and operators in the event of violation of contract on the part of either of them, and the penalty so collected shall be paid by the party at fault to the party who has been damaged.

"F" That the contract shall remain in force on and after its date of expiration and the mines continue in operation until a new contract can be negotiated, which shall be retroactive to the date of expiration of this contract.

3rd. The entire proposition so negotiated shall be subject to ratification by each organization and subsequently in joint convention.

Yours truly,
T. L. LEWIS
P. R. STEWART
JAS. ELLIOTT
CHAS. S. KEITH
Committee.

From the beginning of the negotiations under the foregoing

agreement the operators conceded 3 cents per ton of mine and 5 cents per ton lump, on the tonnage rate, and 5.55 per cent on the day wage scale.

In the proposition which was submitted by the Committee of Four and which was the basis upon which to build a contract, the first line of paragraph (B) presupposes that the control of the property had absolutely passed out from under the control of the operator as it says: "It shall be the purpose to place the control of the property under the men in charge." This was supposed, to some extent, to minimize the advance given, or proposed to be given in the agreement in order to equalize as nearly as possible the increase in wage rate so that the total cost of production shall be kept at a point where the mines can be operated the greatest number of days and the operator hold the tonnage in his natural market, the conditions of employment, unfair prices for dead work and yardage shall be re-arranged; and all useless conditions and rules shall be eliminated.

The conditions and rules referred to here are exactions insisted upon by the miners' official which retard the operation of the work and annoy and hamper the operators and is of no material benefit to the miners and consequently those were the things that were to be eliminated so that the cost of production would not be materially increased by the advance given.

The agreement states that the prices for dead work and yardage shall be re-arranged, showing that it was understood that the prices for yardage were in many instances too high, and should therefore be re-arranged, and that unjust prices for rolls, slate, falls of rock and similar dead work should also be re-arranged or eliminated, so as to still further minimize and equalize the advance given, to the end that the cost of production would not be materially increased, and that the operator might retain the markets they now have, in competition with other coal producing states.

This idea was repudiated by your representatives refusing to endorse the work of your International President in agreeing with the representatives of the Operators' Association, because the changes made in the General Provisions were along the lines laid down in the agreement and was intended to relieve the operators of a great deal of unjust exactions and annoyances from petty strikes and shut downs.

At the suggestion of Mr. T. L. Lewis, joint committees of operators and miners for each of the four states of the southwest were appointed to take up and consider jointly the making of district agreements as to prices and working conditions. The two conferees, Messrs. Elliott and Lewis, devoted most of their time to the considerations of general interstate conditions. Of fifty-four (54) paragraphs forming that part of the contract pertaining to general interstate conditions, forty-eight (48) were agreed to by the conferees, four (4) were partially agreed to, and two (2) had not yet been considered. The joint committee of operators and miners for district (14) had gone over the entire contract for that district, and had jointly agreed upon at least eighty-five (85) per cent thereof, and of the remaining fifteen (15) per cent disagreed to by the committee and referred to the conferees, whom we believe would have

reached a satisfactory conclusion.

The joint committees handling the agreement for district 21 agreed to over fifty (50) per cent of the joint contract, and much progress was made by the joint committees handling the contract for district 25.

After having negotiated for six weeks to make a contract under this agreement, the operators received the following communication from the miners' representatives:

"We, the undersigned committee, have been appointed to wait upon you and extend to you and the representatives of the Southwestern Coal Operators' Association an invitation to come into Joint Convention with the miners' representatives of Districts 14, 21 and 25 of the United Mine Workers of America.

"We are instructed by the miners' convention to not only invite you as representatives of the operators' association of the Southwest, but to respectfully urge you to come in to the Joint Convention for the purpose of defining your position to the miners' representatives.

"We are of the opinion and we voice the sentiment of the miners' delegates in stating that in our judgment, it is the only way in which we will be able to negotiate a wage contract for the Southwest.

"With the hope that you can see your way clear to accept our invitation, and assuring you of our desire to establish industrial peace in the mining districts of the Southwest, we are, By order of the Convention,

Very respectfully yours,
B. F. CLEAVENGER
DAVID HILLERY
J. C. STAPLETON
FRED STANTON
JOHN THOMAS.
DUNCAN CUNNINGHAM

To this the representatives of the operators replied in effect: That they could not see what good a joint convention with a subsequent appointment of conference committee, and the meeting of such committees and sub-committee would in any manner facilitate the making of a scale, but would rather have the effect of retarding, if not altogether undoing the work that has so far been accomplished. "If you desire to continue the conference, we are willing to comply, provided our original agreement can be carried out, etc."

This communication was replied to your representatives on July 29th, the substance of which is made manifest in the following paragraph: "We have no desire to break off negotiations if there is any hope of reaching an agreement. We will not assume the responsibility of breaking off negotiations. We believe that the method that you propose for the negotiating of a contract and which we accepted in the interest of industrial peace is a complete failure because of your failure as representatives of the Southwestern Operators to meet the issue squarely, open and above board."

This, you must see for yourselves, is an evasion of the issue. It was not the proposition of the operators to negotiate an agreement along the lines indicated but was the proposition made by the Committee of Four appointed at the earnest request of the International President and the three district boards of the miners, and certainly could not be construed as being a proposition of the operators to fasten upon or insist upon its being accepted by the miners. Consequently, as it was a joint proposition, the miners and operators being equally obliged and responsible for its conditions and simply because your representatives repudiated their own action and refused to go further in negotiating a contract in accordance with the terms of this



Ballard's
Snow Liniment
Positively Cures
Rheumatism, Neuralgia, Lame Back, Old Sores, Wounds, Sprains, Bruises, etc.
Give it a Trial and be Convinced.
Three Sizes, Price 25, 50c and \$1.00
BALLARD SNOW LINIMENT CO.
JAMES F. BALLARD, Proprietor.
ST. LOUIS, MISSOURI.
Sold and Recommended by
CRENSHAW & YOUNG.

agreement, was no reason why the operators should do the same.

This, then, is the sole ground, as it now appears upon the surface, for the breaking off of negotiations between the miners and the operators in Kansas City on August 1st, 1910, but the real facts in connection with the breaking off of negotiations, we are informed and we believe, reliably so, is that Mr. T. L. Lewis your International President, at a meeting of your representatives went over the items that had been agreed upon with the operators' representative, Mr. James Elliott, toward making up a contract and every single one of them, with the exception of two, was repudiated by his own people and he became very discouraged at this action and gave up in disgust and left, stating that he "washed his hands of the conditions in the Southwest and that he would not again return to take them up to endeavor to settle them." And yet in the face of this action by your delegates in Kansas City, they would attempt to fasten upon the operators the blame of having broken off negotiations toward making a contract to govern the operators in the future, when they, themselves, are the sole cause of the disruption.

So far as we are concerned, we can see no reason for this action whatever, because if a contract had been completed according to the agreement, it could not have become a contract in fact until after it had been ratified by each organization and subsequently by a joint convention. Consequently, there was no danger at all of anyone being taken advantage of in negotiating this contract because the parties at interest had to pass upon it before the result of such negotiations became effective.

Thus, we believe we are justified in stating that your representatives had no desire to make a contract except upon their own terms and conditions, which, of course, no self-respecting person could possibly comply with.

Signed
The Southwestern Interstate Coal Operators' Association.
JAMES ELLIOTT,
President.

Mrs. W. B. Winn and two daughters, Heneritta and Elizabeth, returned to their home in Kansas City Sunday after a week's visit with the family of J. F. Winn. Misses Elmira and Margaret Winn accompanied them home for a visit.

Mrs. Sallie Russell left Monday morning for an extended visit in Denver, Colorado.

Miss Florence Becker of Kansas City spent Sunday here with relatives.

Mrs. Gus Weber returned Saturday night from an extended visit in Topeka, Kansas.

Miss Florence Arnold returned Saturday night from an extended trip to Colorado.

Miss Pinkie Chinn went to Kansas City Sunday evening for a visit with her friend, Miss Katie Bell.

Mr. and Mrs. George Colburn returned to Freeman, Mo., Sunday after a visit here with relatives.

COOK WITH GAS!

THE MODERN GAS RANGE

is responsible for more happy and contented women than any other household invention - bar none

CLEAN - HANDY - INEXPENSIVE

Cook With Gas
See The Gas Company FOR Special Inducements

NO matter what make of camera you have, a better film will make better pictures. Try the

"ANSCO" FILM

It will give you clearer, deeper, better-defined negatives. Fits any film camera.

Come to us for cameras and photographic supplies of all kinds and you have a guarantee of quality. Let us print your negatives on Cyko Paper.

The Picture Shop
J. O. COFFIN, Prop.

A large assortment of Pure Rich Ice Creams and Ices on hand all the time at

Hinesley's
Phone - - - 6

DR. E. J. KAMP
Osteopathic Physician

HOURS: 9 to 12 a. m., 1 to 5 p. m., 7 to 8 p. m. Saturdays

Rooms 7 and 9 1-2
Traders Bank Bldg.
Day Phone 233 Night Phone Consultation Free