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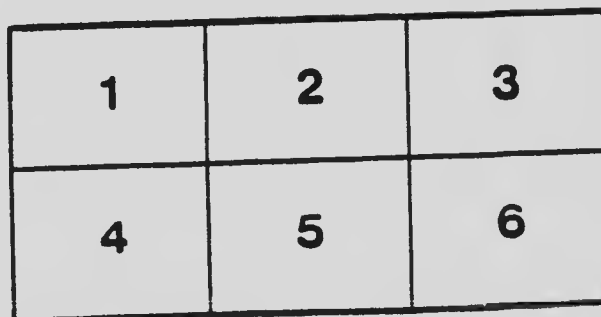
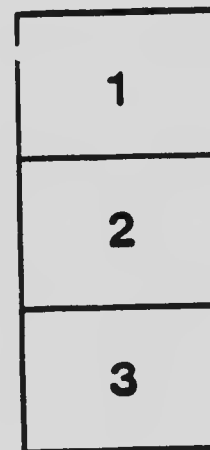
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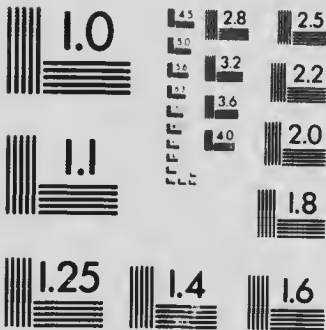
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**ROYAL COMMISSIONER**

ON

**COAL MINING DISPUTES ON  
VANCOUVER ISLAND**

BY

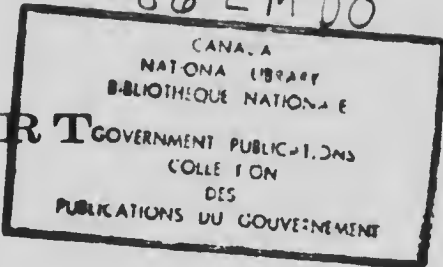
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**OTTAWA  
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## IN THE MATTER OF THE COAL-MINING LABOUR TROUBLES ON VANCOUVER ISLAND, 1912-1913, AND THE INDUSTRIAL SITUATION CONNECTED THEREWITH.

The Honourable THOMAS W. CROTHERS, K.C.,  
Minister of Labour,  
Ottawa, Ont.

SIR.—Pursuant to Order in Council bearing date June 27, 1913, and Royal Commission in that behalf, I have made inquiry into the above-mentioned matter. After visiting the scenes of the trouble, and interviewing a large number of the men and their representatives, and the owners and superintendents of the mines, and others who seemed likely to be able to give useful information, and after perusing the evidence put in by the parties and given by other persons before the Provincial Labour Commission of British Columbia regarding the troubles and the conditions of labour upon Vancouver Island, the written statements presented by a large number of the men as to their complaints and grievances, various letters, papers and other documents connected with the matter, and other material placed at my disposal by the various parties and by the Department of Mines, at Victoria, as well as such other information as I could get from reports of previous investigations and from articles of various kinds, and after considering the situation to the best of my ability, I beg to report as follows:—

### Field of the Trouble.

The field of trouble covers all the producing coal mines in Vancouver Island, including the mines of the Canadian Collieries (Dunsmuir), Ltd., at Cumberland and Extension or Ladysmith, the mines of the Western Fuel Company, at Nanaimo, the mines of the Pacific Coast Coal Mines, Ltd., at South Wellington, and the mine of the Vancouver-Nanaimo Coal Mining Company, Ltd., known as the Jingle Pot or New East Wellington.

These mines are all situated at or near the east coast of Vancouver Island, all except the Cumberland being comparatively close together, and less than fifty miles across the strait of Georgia from the city of Vancouver, the Cumberland mines being some sixty miles farther north.

The first stoppage of work was at the Cumberland mines on September 16, 1912, and two days later (September 18) work stopped also at the mines of the same company at Extension or Ladysmith. After some months' idleness, or comparative idleness, the company reopened their Cumberland mines with such men as they could get, and, more slowly, also resumed operations at Extension. The operations were gradually increased until Cumberland, at the time of the inquiry, had reached nearly its normal output. The production at Extension, however, was still comparatively small. On May 1, 1913, the men ceased work at all the other mines in the island, namely, Nanaimo, South Wellington and Jingle Pot, and from these there has been practically no production of coal since that date.

The total number of men employed at the Cumberland mines prior to the cessation of work was 983; at Extension, 700; at the Western Fuel Company's mines, Nanaimo, 1,494, exclusive of some 300 more at their saw-mill, farm, etc.; at the South Wellington, 350; and at the Jingle Pot, 250; making a total of 3,777 men, exclusive of the 300 engaged at the saw-mill and upon the farm of the Western Fuel Company

The great majority of the men have been without employment since the commencement of the trouble at their respective mines.

Most of the men employed in these mines are English-speaking, largely English and Scotch, or of English and Scotch descent, but for some branches of the work, especially above ground, Oriental labour is employed, the number of Chinese employed in all the Coast mines in 1912 being given as 622, and Japanese as 117.

At the time of the inquiry there were about 800 men working at Cumberland, and 200 at Extension. Some of these are former employees who have gone back, quite a number are new men that have been brought or come in, and a large number are Orientals. Out of a total of 690 underground men employed in this company's mines in May, 1913, 432 were Orientals, and among surface men the proportion is probably larger.

Quite a number of the former employees of all the mines have left the island, either to work or take holiday elsewhere, a few have taken up other occupations in the island, but the great majority are still in idleness, waiting the turn of events. An unusually large proportion of the men, especially at Nanaimo, have good homes of their own, and, as a class, they are exceedingly well-to-do. Nanaimo is, beyond comparison, the finest mining town I have ever been in.

The miners who perform what may be described as the more skilled part of the work ordinarily earn good wages, getting from \$3.30 up to \$5 and \$6 and even as high as \$7 or \$7.50 per day, according to the amount of coal they produce. No exact figures as to the average are available for all the mines, but the managers of the Canadian Collieries (Dunsmuir), Ltd., give the average for all men working at the face, during the five months preceding the trouble, as \$3.99½. The Western Fuel Company give the average they were paying contract miners as \$4.86, and the company miners got \$3.30. The manager of the Jingle Pot gives the average pay for his miners, during the month preceding the strike, as \$5.05½ per man. The helpers, drivers and pushers and other labourers got much less, running from \$2.86 or less up to \$3 or \$3.50. The Orientals, even for the same work as some of that performed by the white men, receive, as a rule, smaller pay.

The day for the underground men is an eight-hour day, bank to bank, which in the mines means only from six to seven or seven and a half hours' actual work. This, as compared with the mines in the United States, is a shorter day, the usual rule in the United States being eight hours face to face, or actual work.

Since the cessation of work, the union men, and in most cases the non-union men also, who are out of work by reason of the trouble, have been receiving strike pay, namely, \$4 per week per man, with the addition of \$2 for the wife and \$1 each per child for men with wives and families. This is paid by the United Mine Workers of America, an international union having its headquarters at Indianapolis, and claiming a membership of about 100,000. The statements as to their exact membership in Vancouver Island at the time of the cessation of work and at the present time are conflicting, but at the time the trouble broke out at Cumberland and Extension they claim to have had a majority of the men at these places, and at the time of the strike in the other collieries they had, according to a statement of a reliable person in sympathy with them, about half the men at South Wellington and Jingle Pot, and about 210 out of a total of about 1,500 at Nanaimo. At the present time the membership among the men on strike has vastly increased, especially at Nanaimo, very many of those drawing strike pay having joined the union.

### Economic Bearing.

Vancouver island, before the commencement of the troubles, was producing, roughly, half of the total product of all the coal mines of British Columbia, the amount sold in 1912 being given as, in round numbers, a million and a quarter tons (of 2,240 pounds), worth on the seaboard where it is delivered for shipment, \$5,000,000

or over. The total production of the island collieries for the year was over a million and a half tons, the difference between this and the amount sold being accounted for chiefly by the use of a considerable amount in the colliery boilers, and by the loss in washing.

Of this one and a quarter million tons sold, by far the greatest part was consumed in Canada, going for the most part to supply the industrial and domestic use of Vancouver, Victoria and other centres of population on the western coast of British Columbia, and used for coaling ocean-going vessels and railways along the coast, though the use of California crude oil has of late years been, to some extent, replacing the use of coal on vessels and on some parts of the railways. The amount consumed in Canada in 1912 was 846,000 tons out of the total sales of 1,258,000 tons, and of the remainder, 304,000 tons was exported to the United States, and 108,000 tons to other countries, largely Mexico.

The home consumption has very greatly increased in recent years, largely, of course, owing to the increase of population and industries in western British Columbia. In 1902 the coast collieries (including Vancouver Island and the Nicola-Princeton field) exported to the United States 75 per cent of their product, while in 1912 they exported to the United States only about 21 per cent, about 7½ per cent going to other countries, and over 71 per cent being sold for consumption in Canada.

The other chief coal-producing district of the province is the East Kootenay, in almost the extreme southeast part of the province, and so situated that it does not come into competition with the Vancouver Island collieries. The Nicola-Princeton field, which is producing, roughly, only about two hundred thousand tons per year, is situated some distance inland, but is usually classed as part of the coast district. As its product is used largely by the local railways and other local trade, it does not come into competition with the product of the Vancouver Island collieries.

Numerous other deposits of coal at various points along, or not far from, the coast also exist in British Columbia, a number of them being more or less under development but not at present producing in competition with the collieries where the trouble is now existing.

The greater part of the Island coal exported to the United States goes to California, where it comes into competition with the Australian and Japanese product, and this is said largely to determine the price of coal on the British Columbian coast. Since the strike the production of coal on Vancouver Island has, of course, enormously decreased. The Cumberland and Extension collieries, operated by the Canadian Collieries (Dunsmuir), Ltd., which before the trouble yielded, roughly speaking, nearly half the total production of the island, were working comparatively little from the 16th of September to the end of the year, and the output for these collieries was about 150,000 tons lower for 1912 than it had been in 1911. With the Western Fuel Company, of Nanaimo, which nearly rivals the Canadian Collieries in annual production, the trouble did not commence until the 1st of May this year, and so also with the South Wellington and Jingle Pot collieries, which, however, produce on a much smaller scale than the other two companies. While, however, the latter three companies have been idle since the 1st of May, the Canadian Collieries, at Cumberland, as already mentioned, are now getting out nearly their normal output, the production the day previous to the day I visited Cumberland being 1,962 tons, as compared with an average before the strike of 2,000, or a little more, a day. At Extension the production is still comparatively small.

The local consumption, formerly supplied by the Vancouver Island collieries, is now, to the extent of the deficiency caused by the strike, supplied largely by the collieries of the United States, chiefly those of Washington, whose coal, owing to its inferiority to the Vancouver Island product, is not ordinarily able to compete with the latter. The difference to the consumer seems to be that he is now, in many cases, paying the same price for the inferior Washington coal that he formerly paid for the better product of his own country. The other most regrettable economic effect of the

situation is the huge loss of wages to our own men and the loss to our people in various ways resulting from the stoppage of wages and from the injury to other industries and business dependent upon the mines. The miners of Washington, who previous to the strike were working only half time, will, however, be profiting by present conditions here.

The enforced idleness of the home collieries has not, of course, yet existed long enough to show its full effect on the coal trade, but even up to the present time the Customs returns of coal imported into western British Columbia from the United States are exceedingly significant. These imports for the year ending June 30, 1912, amounted to only 9,338 tons, valued at \$44,178, as compared with 117,571 tons, valued at \$440,455, for the year ending June 30, 1913. Or, taking the period subsequent to the commencement of the trouble, the imports from the United States into western British Columbia from September 1, 1911, to June 30, 1912, were only 7,101 tons, valued at \$37,201, as compared with 116,266 tons, valued at \$430,047, from September 1, 1912, to June 30, 1913, an increase during the ten months the strike has been in existence of 109,165 tons, valued at \$392,846, or over 11 fold.

More significant still is the fact that in May and June, 1913, the coal imports from the United States into western British Columbia amounted to 35,951 tons, valued at \$131,914, while in the same months in 1912 there were only 1,158 tons, valued at \$5,430, an increase for the two months of 34,793 tons, valued at \$126,484, or over 25 fold.

### Former History.

Though it has often been remarked that the coal mining industry is more subject than any other to labour disputes, probably owing to the varied and ever changing conditions under which the work is carried on, Vancouver Island, for a considerable time past, has been comparatively free from such troubles.

In 1903, however, very serious strikes occurred on the island, involving the mines at Cumberland and Extension, then owned by the Wellington Colliery Company, and the mines of the Western Fuel Company, at Nanaimo. The strike at the latter was of short duration, being caused by the withdrawal, on the introduction of a new and more costly lamp, of an allowance of 25 cents a day paid the miners working with safety lamps. On the restoration of the allowance the men resumed work, having been out only ten days. The strikes at Extension and Cumberland were very serious, and were barren of beneficial results to the miners. In all these cases the Western Federation of Miners' Union was involved, but there was no recognition of the union, and the actions of the organization and its managers were very severely commented upon in the report of the Royal Commission, presided over by the present Chief Justice of British Columbia, which inquired into these and other labour troubles in the province.

This Commission, referring specifically to Ladysmith or Extension, found that the strike there 'originated in the intrigues of a few men who, in part consciously, and in part unwittingly, allowed themselves to be used as instruments to serve the desires and ends of a handful of dictators residing in the United States, and who are not in any way amenable to the laws of this country or responsible to those of its inhabitants whom they succeed in enlisting in the forces over which they hold sway.' (Page 48 of report.)

In referring to the strike at Cumberland or Union, the Commission mentions that almost immediately after a local of the Western Federation of Miners was formed in that district, one after another of the officials of the union were dropped from the company's employ; this not being done in the way of direct dismissal but as their places in the mine were worked out new places were not given to them. The Commission described the strike there as being really a strike in sympathy with the men who were out at Ladysmith, and proceeded to remark that 'the manner in which this was procured cannot be too carefully considered, as illustrating, on the one hand, the

secret and irresponsible nature of the inner workings of the Western Federation of Miners and the deceptive practices of some of its most prominent officials; and on the other, the comparatively simple manner in which a body of men may, at the instance of a few persons of ordinary adroitness and cunning, be drawn into a deplorable situation, from which they are unable to extricate themselves without humiliation and loss.' (Page 49 of the report.)

In detailing the manner in which the strike at Cumberland was brought about, the commissioners say that an unsigned notice was posted the day previous calling a meeting for Sunday, the purpose for which the meeting was called not being stated in the notice. One of the supporters of the organization assumed the chair without motion and called upon the organizer of the Western Federation of Miners to address the meeting. A motion was made that a branch of the Federation be formed, and the chairman was about to put this motion to the meeting without giving any opportunity for discussion when one of the miners arose and moved that this step be not taken, pointing out that if the Ladysmith miners were out on strike that had nothing whatever to do with the miners at Cumberland. This motion was seconded. Another motion was made by another miner, that the matter be left over for another week as it was a serious affair and time should be given to consider it; also, that a secret ballot should be taken at the pit to decide the issue. Discussion on this point having been aroused, the organizer took the matter out of the hands of the chairman and, stepping to the front, declared that all the motions were out of order, stating that he had come to organize a branch of the Western Federation and that all those who were not willing to join should leave the hall. (See page 53 of report.)

The reader who is familiar with the course of recent events in Vancouver Island will be interested to note how history repeats itself. The Commission made various recommendations. Some of these, in a more or less modified form, have been adopted in the present Industrial Disputes Investigation Act. The other more important ones may be summarized as follows:—

1. That legal trade unionism ought to be encouraged and protected, but that organizations of the class dealt with in the report ought to be prohibited and declared illegal, and that provision should be made for incorporating legal trade unions.
2. That to protect the union, it ought to be made an offence to discriminate against or discharge any member by reason of his connection with any legal union.
3. That strikes should not be declared in violation of any contract not already violated by the employer, and should be decided by ballot and require a two-thirds majority of those present at a meeting specially called to consider the question.
4. That there should be no discrimination against, or interference with, an employee who is not a member of an organization.
5. That no person or union should be allowed to publish or placard any other person or body of men as 'unfair' or as 'scabs.'
6. That all strikes, lockouts and disagreements with the employer should be settled without the interference of any person residing outside of the Dominion unless by mutual consent.
7. That penalties should be provided against wanton violation of contract as well as against sympathetic strikes.

The Commission also comments upon the importance to the workmen themselves of exercising extreme caution in joining organizations and in choosing their leaders, remarking that, 'if the experience of the business world should unhappily demonstrate that unionism is symbolical of tyranny and treachery, the position of the workmen will become hard indeed, unless some other institution is devised which will better maintain the equilibrium which ought to exist between them and their employers. A special obligation is therefore placed upon the upholders and leaders of unionism to

see to it that it is not overwhelmed with that just scorn and opprobrium which certain to happen unless it is animated by the dictates of justice and reason. 'An institution which habitually violates the fundamental rules of right and wrong cannot last long in any civilized society; and the fact is pointed out that in that investigation some of the labour leaders were shown to have been purchased by other interests and to have been spies and traitors to their own cause. (Page 75 of report.)

In 1905, trouble occurred at the mines of the Western Fuel Company, arising out of an order of the company requiring the men to provide their own transportation to a shaft where they could enter in nearer proximity to the place of work. This order was said to have been by reason of the enforcement of the provincial law limiting the hours of underground labour to eight hours a day, bank to bank. As usually happens in such cases, other differences were also presented after the trouble arose, and recognition of the United Mine Workers' Union, to which a number of the miners then belonged, was also demanded. With the assistance of the then Deputy Minister of Labour, Mr. W. L. Mackenzie King, the matter was finally adjusted between a committee of the men and the mine management, and an agreement entered into between the company and the men, which, with some alterations, has continued down to the time of the present strike. No recognition, however, was given to the union, the agreement being made with the men through a committee appointed by them without any mention of the United Mine Workers, or of the Western Federation of Miners, which also still had a branch at Nanaimo at the time, but which shortly after withdrew.

#### How the Present Trouble Arose—Cumberland and Extension.

The present trouble first broke out in the mines of the Canadian Collieries (Dunsmuir), Ltd., at Cumberland on the 16th September, 1912. The men ceased work pursuant to a resolution passed at a meeting held the day previous, taking, as they said, a 'holiday' as a protest against the discrimination by the company against two of their men who were members of the United Mine Workers' Union. Two days later after word of what had happened at Cumberland reached Ladysmith and Extension the men working for the same company at Extension also quit work, a meeting having been held and a resolution passed in a manner somewhat similar to that at Cumberland, though the terms of their resolution in this case made it clear that it was intended to be a permanent strike.

Until the 1st of May, 1913, the trouble was confined to the mines of the one company—including Cumberland and Extension. Work at the collieries of the remaining three companies, at Nanaimo, South Wellington and Jingle Pot, having gone on meantime in the usual way. On April 30, however, pursuant to instructions issued from Seattle by Mr. Frank Farrington, representing the international union of the United Mine Workers of America, Mr. Robert Foster, district president of the same organization, declared a strike at all the coal mines on Vancouver Island, and issued a call to all miners to cease work until the companies advanced wages and entered into an agreement with the United Mine Workers of America.

The cause and circumstances of the trouble at Cumberland and Extension have been matters of some controversy. When news of the reported strike reached the Minister of Labour, he, the same day (September 19), telegraphed the secretary of the local union at Cumberland calling his attention to the Industrial Disputes Investigation Act and telling him that the requirements of the Act did not appear to have been complied with before going on strike, and suggesting that particulars of the dispute be given and an application made for a Board under the Act, the telegram being as follows:—

OTTAWA, September 19, 1912.

PETER McNIVEN,  
Secretary United Mine Workers' Lodge,  
Cumberland, B.C.

My attention has been drawn to newspaper despatches announcing the occurrence of coal miners' strike at Cumberland mines. The Industrial Disputes Investigation Act provides means for possible settlement of all matters in dispute by reference to an impartial Board of three members, on which company and workmen concerned may each have a representative of their own selection. Law does not compel acceptance of Board findings but forbids strikes or lockouts pending inquiry under severe penalties. In present case requirements of the Act do not appear to have been satisfied, and I am desirous of learning particulars of dispute by telegram without delay. Department will furnish any fuller explanation of Industrial Disputes law which may be required, and is to-day mailing you copies of this law and forms of application thereunder. In the event of proper application being made, everything possible will be done to expedite procedure under Act.

T. W. CROTHERS,  
Minister of Labour.

J. J. McAllister, the union secretary for the district, who received the telegram, answered (September 20):—

Hon. T. W. CROTHERS,  
Minister of Labour,  
Ottawa.

CUMBERLAND, B.C., September 20.

There is no strike declared at Cumberland mines. The company have openly discriminated against men who were taking an active part in union organization. They have also refused to meet a committee of men. The men decided to take a holiday, after which the company gave orders for men to take their tools out of the mines.

J. J. McALLISTER.

The contention that there was really no strike at Cumberland, but that it was instead a lockout by the company, has been persisted in even down to the present time.

Later (on October 3), a fuller lettergram, signed by both Foster and McAllister, the union president and secretary, respectively, of the district, was sent to the Minister. In this it is stated:—

Hon. T. W. CROTHERS,  
Ottawa.

NANAIMO, B.C., October 3, 1912.

DEAR SIR,—We, the representatives of District Number 28, U.M.W. of A., in convention assembled, beg leave to submit to you our reply to your request for a statement of our position *re* the present difficulty between the C. C. Co. (Dunsmuir), Limited, and their employees. Sunday, the 15th of September, 1912, the employees of said company held a mass meeting and decided at that meeting to take a holiday as a protest against the action of the management of the company in discriminating against two of its employees. There was no arrangements other than that made at the meeting. At the session of the local union, U.M.W. of A., held in the evening, the action of the mass meeting was endorsed and a committee appointed to confer with the management; that committee went to the officers of the company on Monday, September 16, accompanied by District President Foster, when the management positively refused



to meet the committee: on Tuesday, September 17, the management posted notice ordering all men to take their tools out of the mines, also stating that all the late employees of the company would be paid off just as soon as the payroll could be made out. Later, the men held another mass meeting and selected another committee to meet the management. Mr. Clinton, whom they met at the office and whom they had been informed would represent the management, told them he had no authority to do business with them. On the 23rd of September another committee went to the office and met Supt. Lockhart and discussed the situation with him. There was no offer made by the committee under which the men would be willing to return to work, nor did Mr. Lockhart make any proposition that the men should return to work at any statement that the company had changed its position or withdrew the notices they had posted or modified them in any particular. Nor as yet have they made any statement to accommodate or posted any notice that they have changed their attitude that simply amounted to a wholesale discharge of all these men. On the 18th day of September, Ladysmith mine workers decided to stop work until the Cumberland mines resumed, and they also were ordered to take out their tools.

Yours respectfully,

ROBERT FOSTER,  
*President.*

JOHN McALLISTER,  
*Secretary.*

In a communication to the Premier and Minister of Mines of the Province, dated September 21, 1912, signed Robert Foster, District President, G. Pettigrew, International Board Member, and David Ervine, International Organizer, per George Pettigrew, a further statement of the matter from the men's point of view is given, as follows:—

VICTORIA, B.C., September 21, 1912.

To Sir RICHARD McBRIDE,  
Victoria, B.C.

Sir,—We beg to submit herein the facts in connection with the cases of discrimination that have finally culminated in a stoppage of work by the miners employed by the Canadian Collieries Company at their mines at Cumberland and Extension, for your consideration.

Some two or three months ago Oscar Motinshaw and Isaac Portray were elected as a gas committee to examine the mines of said company at Extension and report on the condition of the same, as required by law. During their examination they found and reported gas in five working places. The management of the mines, upon the posting of this report, called on the Chief Inspector of Mines, Mr. Graham, to come to Extension and make an examination of the places in question. This he did and the report of the gas committee was verified. Soon after this the place where Oscar Motinshaw was working was finished and he was refused another place. New men were employed while he was idle, waiting for an opportunity and asking for work. Not wishing to be the cause of any trouble between the management and the men there he finally left and went to Cumberland where he secured employment, working for a contractor in the mines of the same company. He had only worked there three days when the contractor, Mr. Coe, received instructions to discharge him, from the Superintendent, Mr. Henderson. Mr. Coe demurred, saying that Motinshaw was a good workman and he had no reason to discharge him, asking Mr. Henderson what reason he would give Motinshaw. Mr. Henderson insisted that he must discharge him, saying he could tell him that he could not pay him \$3.50 per

day, the amount he had agreed to pay him, whilst the other men were being paid that amount for the same work. Mr. Coe complied with the request of Mr. Henderson and discharged Mr. Motinshaw.

As Motinshaw was a member of the U.M.W., the matter was taken up by the union there at Cumberland, and it was decided to send a committee to interview the management. The committee went to the office of the company but were refused a hearing, Mr. Lockhart, the superintendent, saying they could not deal with any committee, but would deal with individuals who had any grievance. Then Mr. Motinshaw went to the office to inquire the reason why he was discharged and was informed by the superintendent they did not have to give any reason, they reserved the right to hire and discharge unquestioned. Then a mass meeting of all the employees of the company in Cumberland was called and another committee was sent to interview the management, but when they went to the office the management refused them a hearing, also, Mr. Clinton, who came to the door to meet them, said, 'We don't want to hear you at all,' and shut the office door. The committee returned to the meeting and reported. The meeting thereupon decided to take a holiday until the management would meet the committee and provide some means for the adjustment of difficulties and differences that may and do arise around large industrial operations.

Now, sir, the information that we desire from you is this: When men are appointed or elected as a gas committee at any mine in this province and do their duty under the law, what protection does the law afford them? Does it prevent the employer or his agents from discriminating against them or discharging them in case they make a report not satisfactory to the management?

We have the honour to be, sir,

Your obedient servants,

ROBERT FOSTER, *District President.*

G. PETTIGREW, *International Board Member.*

DAVID ERVINE, *International Organizer,*

per GLO. PETTIGREW.

A letter dated at Nanaimo was written by Foster to the Minister of Labour on September 30, as follows:—

NANAIMO, B.C., September 30, 1912.

Hon. T. W. CROTHERS,  
Minister of Labour.

DEAR SIR,—A short time ago, if you remember, in the Wilson Hotel, you made the remark that if you could do anything in your power for the benefit of the workers that you would only be too pleased to do so. Now, I will endeavour to give you a full explanation of the trouble which we are engaged in at the present time. Our men have been openly **DISCRIMINATED** against, and the companys refuse to give any reasons whatever. They refused to meet our committees, and we claim the right to question at any time why our men are discharged, the companys refuse to concede that right to us and what we do we find they put us up against a lockout, our men are compelled to act on these gas committees and we can find no other reasons why they are discriminated against. Of course the companys are able to prove that they are not discriminating against our men on account of their actions on gas committees, but they do not submit any reasons why they have discharged them, and that is what we want to know if there is any way to compel them to let us know why they are allowed

to discharge our men unquestioned that is the only question at issue. And there is any remedy we would like to know.

Trusting you will give this question your immediate attention and that will receive an early reply.

I am, fraternally yours,

ROBERT FOSTER,  
Pres. Dist. 28 U.M.W. of A.,  
P.O. Box 798, Nanaimo, B.C.

It will be observed that while all these statements differ in various particulars they agree in alleging discrimination and in attributing the trouble to the refusal of the company to treat with the union or a committee, or say why a certain man or certain men were dismissed; and all the communications to Ottawa term what happened a lockout rather than a strike, or seek to put the onus on the company for the cessation of work. The communication to Victoria, however, states that 'the meeting decided to take a holiday until the management would meet the committee and provide some means for the adjustment of difficulties and differences that may arise around large industrial operations.' The lettergram of Foster and McAllister makes it clear that it was a committee of the union that went to interview the officers of the company on Monday, September 16, as it distinctly states that at the mass meeting no other arrangements were made except to decide to take a holiday as a protest against the action of the company in discriminating against two of its employees, and that it was at a session of the union held the same evening that the Committee was appointed which interviewed the management the next day.

Foster, in his evidence before the Provincial Labour Commission, referring to the mass meeting, says: 'The men made one little mistake; they didn't say whether the holiday was one or two days.' Another member of the union before the Commission claimed the men were entitled to two days holidays and that they were merely keeping the law in taking them. Foster says: 'We didn't notify the company of taking a holiday any more than that the committee had been down,' and he says that 'when the second day was up the men were told to get their tools out and that at no time did they offer to go back.'

The manager of one of the mines at Cumberland states that for thirty days after the so-called holiday he had the whistles blown every morning for the men to come to work, but without result.

It has been alleged on behalf of the men that the company required any man that might go back to sign what they termed an unreasonable agreement to abide by former terms and conditions of employment, but the evidence of Foster shows that this was about a month after the strike.

The euphonism of calling a strike a holiday is by no means new or confined to Vancouver island. It seems to be getting a somewhat common practice. The 'holiday' at Ladysmith was to continue as long as the cessation of work lasted at Cumberland, or until Mottishaw was taken back. Probably the desire of the leaders to soften the nature of the proceeding to their own men, some of whom might balk if told it was a strike, as much as a wish to deceive the public, may be the explanation of the practice. I can feel no doubt what happened at Cumberland as well as what happened a couple of days later at Extension, equally with what took place seven or eight months afterward at Nanaimo, was a strike in the ordinary sense of that term, and a violation by those responsible for it of the provisions of the Industrial Disputes Investigation Act, which, in respect of industries more immediately affecting the public, of which coal mining is classed as one, forbids strikes or lockouts until the proceedings provided for by the Act have been taken.

The notice referred to as having been posted up by the company after failure of the men to go to work the second day, even if its terms were as stated by some of the men, could not make any difference, for the strike at that time was already an accom-

plished fact. The notice, however, as explained by the management, and others, was the usual notice for preservation of the tools and to save the men from being charged with the value thereof, and it seems to have been nothing more than what was rendered proper and necessary by the men's own actions, and the same thing that is done in the ordinary course when an employee absents himself from employment.

#### Attempts at Negotiation—Recognition of Union Wanted.

Manager Lockhart, while he admits it is a fact that he refused to treat with the union or its committee, says it is untrue that he refused to meet a committee of the men. The lettergram of Foster and McAllister, as already mentioned, makes it plain that it was a committee of the union that went to interview the management on September 16. Members of the Board of Trade of Cumberland say that shortly after the strike commenced the Mayor and Board of Trade of Cumberland endeavoured to bring about a settlement, and to this end arranged with Mr. Lockhart to have him meet a committee appointed at a mass meeting of the men, and to aid in this negotiation sought the assistance of Mr. Ervine, the union organizer. Ervine, however, wished the meeting to be called by the United Mine Workers, which, of course, would have immediately defeated its purpose. The Board of Trade, however, proceeded to call the meeting, but when it was assembled representatives of the United Mine Workers took possession of it and, by interruptions and disorder, prevented any motion being put or anything being done. It is clear, therefore, that the union men were not content with any negotiation that would not recognize the union. The demands for recognition will be further dealt with in referring to the part played by the union and in detailing what occurred at Nanaimo.

#### Reasons Given for Strike—Discrimination.

Examining the reasons alleged for the action that the men took, it will be observed the one grievance which is put forward in all these early statements is 'discrimination,' coupled with the complaint that the company would not negotiate or explain regarding it, this latter complaint, except in one or two doubtful instances, referring to negotiations with representatives of the union.

The discrimination is attributed in some of the statements to being on gas committees and reporting gas or bad air in the mines, and in others to connection with the union.

The two cases cited particularly are those of Mottishaw and Smith. Mottishaw had been working for the company at Extension and while there acted, in accordance with the provisions of the Provincial Coal Mines Regulation Act, on what is known as a gas committee, along with one Portrey. That Act, in addition to requiring inspection by the management and other precautions for safety of the mine, provides also for inspection and report by a committee of the men in their own behalf. Portrey and Mottishaw in June, 1912, made an examination of the mine at Extension and posted their findings in the usual way, also filing a copy with the local union, which, with the seal of the union attached, was afterwards forwarded to the Department of Mines at Victoria. This report found that there was gas and that the air was slack in certain places. The department, immediately on receiving the report, took steps to have its inspectors examine into the matter, and several inspections were made by different inspectors at various times which in part confirmed the report. Mottishaw was not present either before me or before the Labour Commission to tell his own story, the representatives of the men not knowing where he was. Some time after acting on the gas committee, however, he ceased working for the company at Extension. The men allege he was dismissed, or rather, what is equivalent, was not given another place when his place was worked out. The manager of the company says that he voluntarily quit on the 19th of August, and later asked for employment

and was refused on account of his interference with the firemen at the mines, who he designated 'seabs,' 'blacklegs,' etc., and attempted to intimidate. At all events Mottishaw soon afterwards—why, does not appear—went to the other mines of the same company at Cumberland and applied to Mr. Henderson, the manager of one of the mines there, for employment as a coal digger. Henderson swears that he told him he did not know about coal digging but asked him if he would drive a mule, and that Mottishaw refused, and that three or four days afterwards he found that Mottishaw had started working with one of the contractors at this very job. Henderson says he spoke to the contractor, Coe, and asked him what he was paying Mottishaw and was told \$3.50 a day. The regular company wage for this work was \$2.86, and Henderson says he was annoyed and ordered Coe to put Mottishaw off and to tell him that he could not pay him \$3.50 as they were only paying \$2.86. The allegation of the mine is that Mottishaw was thus dealt with because of his connection with the gas committee in reporting the defective condition of the mine. Henderson swears, however, that he never heard anything about Mottishaw being on any gas committee. It has been contended also by the men that it made no difference to the company what wages the contractor Coe was paying Mottishaw, as it was contract work, but this is not the case, as there was a condition in the contract that if Coe did not make wages he would be 'made up,' as they call it, and he admits that in fact he was 'made up' to \$4.50 and \$5 and sometimes \$5.50 a day, and it was therefore very material to the company what he was paying his men.

Coe, the contractor, who is a member of the union, or a sympathizer with the men, corroborates the men's story regarding Mottishaw's dismissal at Cumberland in so far as to say that Henderson told him that they could not have Mottishaw working that he must get rid of him, and claims that the matter of wages was only an excuse, and that in reality they did not want Mottishaw at all.

The manager of the company, referring particularly to Extension, admits that they did not want Mottishaw, but says it was because of his interference with, and calling names to, other men about the mine, as already mentioned, and because he was a trouble-maker and an agitator.

As to Mottishaw's connection with the gas committee being the cause of the company's objection to him, that is strenuously denied by all the managers. Portrey, the other member of the same committee, who is a strong union man and who actually wrote out the report, was not dismissed, and it would seem great folly on the part of any mine owner to discourage any one from assisting in the protection and safety of the mine, which is in the interest of the owner as well as of the employee.

The Smith case has not been emphasized to the same extent as the Mottishaw case. The charge is that Smith was let out because the management did not want him. As to this the manager Henderson agrees, except that he says Smith himself voluntarily quit in May, and in September came back to look for work, having, it is said, been at other occupations in the meantime. He says the reason for not wanting him back was that he quit in May because he got too tired to work, and that they always had trouble between him and his working partner, and he says the fact is that Smith was practically incompetent.

That Mottishaw and Smith were not wanted by the company is, as will be seen, quite plain. The only thing really in question is the reason for not wanting them. I cannot feel that the mere fact of Mottishaw acting on a gas committee was the ground of objection to him, or that that was really the root of the trouble. In both cases, the managers of the company probably feel sufficient justification for dealing with these men as they did in the conduct and character of the two men in connection with their employment as already described. If what is stated as to this is correct, no reasonable man could find much fault with the company for not wanting such men in their employ. A right to belong to and be active in the union must surely be distinguished from abusive interference with other men and with the work of the mine, or from laziness or incompetence and inability to work agreeably with co-workers.

Nevertheless, though misapprehension of the actual facts as to these cases may have had a good deal to do with the feeling, many of the men did, I have no doubt, really feel that the reason for the company's treatment of these and some other men lay deeper—that it was in fact a desire to discourage and put down unionism that prompted it.

### Part Played by the Union.

The only miners' union now existing in Vancouver Island is the United Mine Workers of America, already mentioned. After the settlement of the troubles of 1903 and 1905, unionism seems to have declined. Some local organizations and one or two branches of the United Mine Workers existed on the island at different times since, but were withdrawn or died out, and there was little progress in the way of organization until the happening of the matters leading up to the present trouble. Toward the end of 1910, a local organization was commenced at Cumberland and Ladysmith, called the Canadian Federation of Miners. It is alleged that the company discriminated against those who were active in this organization. An invitation is said to have been sent to the heads of the United Mine Workers of America to come to the island and establish themselves by taking over the existing organization as a nucleus. In June, 1911, at all events, Mr. Farrington, representing the heads of the United Mine Workers, made a visit to the island, and shortly afterwards the proposition above mentioned was carried out, and branches of the United Mine Workers were established in the island, though, as it is complained, the organization grew rather slowly, especially at Nanaimo.

The organization seems to have gained its greatest strength among the miners of the Canadian collieries at Cumberland and Extension, and not very long after its establishment friction seems to have commenced at these places between the men and the company, the chief bones of contention being the discrimination, or alleged discrimination, against members of the union, and the refusal of the company to recognize the union or meet or deal with its committees, though many of the men say that it was the existence of other grievances and unfair treatment that led to, and in fact necessitated, the organization of the union, and they say they joined the United Mine Workers of America because they did not feel that a merely local organization was strong enough to deal with the difficulties.

On June 1, 1912, the United Mine Workers addressed a circular to the mine operators asking a conference, as it stated, with a view to increasing the wages of the men on the island, and discussing other questions affecting their welfare. The companies say that while they were willing to confer with the men themselves, or their committees, they were not willing to recognize interference by outsiders, or deal with the United Mine Workers.

The Mottishaw and Smith incidents occurred during the two or three months following the above circular, and the trouble at Cumberland on the 16th of September ensued, the union, as already mentioned, taking control of the negotiations and insisting upon having anything that was done toward a settlement done through them.

The trouble at Extension, as already mentioned, followed quickly on the trouble at Cumberland. When news of the latter reached Extension and Ladysmith, a meeting of the men was called at Ladysmith on September 18, at which a motion was made not to go back to work until Mottishaw was taken back, or until the Cumberland mines resumed. A suggestion that a committee be appointed was opposed by Organizer Pettigrew, and a vote by ballot was taken, but it is asserted no pains were taken to confine it to those entitled to vote. At all events, the men refrained from work on Wednesday, Thursday and Friday, and on Saturday notice was posted to take out their tools, which, as in the Cumberland case, appears to have been nothing more than a notice made necessary by the conduct of the men in quitting work, and not at all in the nature of a voluntary dismissal of the men by the company.

In October, 1912, after a conference of the union representatives, President Foster addressed to the operators another circular enclosing a proposed agreement which he asked the companies to confer with him upon and ratify, stating that the miners were determined to establish their organization on the island. No notice appears to have been taken of this, or the former communication, the operators, as already stated, not being willing to recognize the union. The proposed agreement was to be an agreement with the United Mine Workers rather than with the men, and provided for the recognition of the union in its most complete form, including what is known as the check-off. In the cases of the Nanaimo, South Wellington and Jingle Pot companies there were already, as will be more fully referred to hereafter, existing agreements between the men and the companies, with provisions for the adjustment of difficulties through the medium of what was known as an agreement committee, which was appointed by and represented the men as a whole.

Little importance seems to have been attached to these circulars and demands from the officers of the union. In the cases where the above-mentioned agreements existed, which the officers, according to their evidence before the Labour Commission were well aware of, it could hardly have been expected that the companies would pay much attention to such communications, especially in the case of the Western Fuel Company, at Nanaimo, where the union membership, even up to the time of the strike was comparatively small. It has frequently been observed that the influence exerted by unions is often out of all proportion to their membership. That this was the case in Vancouver island will be more especially seen in the recital of the subsequent troubles.

#### Strikes at Nanaimo, South Wellington and Jingle Pot.

After the strikes had continued at Cumberland and Extension for some seven months and a half without apparently any approach to a settlement, the companies having, as already mentioned, recommenced work with other men and gradually increased operations until the mines at the two places were producing probably about two-thirds of their former output, trouble suddenly broke out at the other mines.

On the 30th of April, 1913, without apparently any warning of what was going to happen, Farrington, representing the International Union of United Mine Workers of America, under authority given him by President White, of Indianapolis, issued from Seattle written instructions to Robert Foster, President of the Vancouver Island District of the organization, 'to call a strike of all the men employed in and around all the mines at Nanaimo, South Wellington and Jingle Pot, the strike to begin May 1 and to continue until a joint working agreement between the United Mine Workers of District 28 and the mine owners on Vancouver island has been secured, said agreement to carry increased prices for labour and improved conditions of employment' and Foster, in compliance therewith, on the same day declared a strike at all the companies on the island, and asked all miners to cease work.

At all these mines whose men were now called on strike, unexpired collective working agreements between the owners and the men, entered into after negotiation between the managers and the committees appointed by the men for the purpose, were in existence. That with the Western Fuel Company, at Nanaimo, would not expire until September, 1913, that with the Pacific Coast Coal Mines, Limited, at South Wellington, until September, 1915, and that with the Vancouver-Nanaimo Coal Mining Company, Limited, at Jingle Pot, until December, 1913. These agreements fixed the terms of pay and various other conditions, and provision was made in them for filling any vacancy on the committee by mass meeting or pit-head ballot, and for conferences between the committee and the management of the mine on matters relating to the agreement, or any new matter changing the status thereof.

The men, however, notwithstanding these agreements, and without any notification to the mine managers of what they were intending to do, and without having attempted to negotiate, as the agreement provides, and, in fact, without in any way

intimating to the companies that they had any grievance, ceased work on May 1, pursuant to the call of the union officials, though it is claimed that the vast majority of those at Nanaimo, at all events, were opposed to the strike and would have personally desired to continue work.

At a mass meeting of miners held at the Princess Theatre, Nanaimo, on the evening of May 1, the men were addressed by several officers of the United Mine Workers. District President Foster, who presided, told the men 'there was no need to take a vote on the strike which was called by 2,000 workers and now on.' Pettigrew, one of the organizers, told the men of the Western Fuel Company that if they asked new conditions now instead of a few months hence the trouble at Cumberland wouldn't last long, and said that the miner who went to work would be told something later. Russell, an officer of the organization in the state of Washington, compared the backward state of the organization at Nanaimo with its better condition in that state, and said if the men in that state found they were supplying the coal markets of the Vancouver island men, they would lay down their tools. Irvine, another organizer, told the meeting that 'the man who goes to work to-morrow is a scab. We'll know to-morrow whether the men of Nanaimo are scabs or white men.'

There was much dissent during the meeting, but those who urged the keeping of their existing agreements were shouted down. When the chairman was asked why the men were not allowed to vote on the question, the answer was that they should join the organization and get a vote.

The circular issued by Farrington, which was read to the meeting, stated that the men in the strike, both union and non-union, would receive the financial support of the international union as long as the strike lasted.

Next day, a joint committee of men at the different mines who wished to continue work advertised a mass meeting for that night, with a view to taking a vote. Owing to the great crowd, and to disorder, it was not found practicable to take the ballot at the meeting and it was decided to take a ballot the following day, and the court house was procured for that purpose, and the ballot advertised accordingly.

Meanwhile Foster, as District President of the United Mine Workers, issued red posters referring to the actions of the joint committee and begging to inform all employees in or around the mines that A STRIKE had been declared by the United Mine Workers and would continue until the operators made an agreement with the United Miners of America, BALLOT OR NO BALLOT, and stating that anyone going to work in these mines would be branded as A SCAB.

As a result of this, and by reason of the picketing, and, as the joint committee say, of intimidation and insults to which those attempting to go to work were subjected, only 478 out of a total of about 2,000 (including South Wellington and Jingle Pot) voted; 432 of the 478 being in favour of going to work. Notwithstanding the overwhelming majority of those who voted, the joint committee, in view of the smallness of the vote, decided it was not wise to go to work, and issued a statement accordingly asking the men to await developments.

The above-mentioned agreements and the circulars of Farrington and Foster and the above-mentioned poster are attached as exhibits hereto.

Under instructions from the Department of Labour, Fair Wage Officer McNiven, of Vancouver, proceeded to Nanaimo on May 8, and endeavoured to get the officers of the union to apply for a Board under the Industrial Disputes Investigation Act, or failing getting an application from the union, was instructed to get one from representatives of the non-union employees. The former refused, and though a committee of the non-union men at first agreed to apply, they afterwards changed their decision, being influenced apparently by the fact that the operators were not in favour of a Board and that in these circumstances such action by them would not be likely to assist matters.

The manager of the Western Fuel Company himself, however, endeavoured to reach a settlement with those who were willing to go back to work by offering them a



raise in pay, but when he attempted to address a mass meeting with this end in view a disturbance was created which prevented him from being heard.

The leaders of the strike now claim that the agreement with the Western Company was not really binding upon the men because the committee signing it had no authority from the men to do so. A careful inquiry into the circumstances, however, shows there is no just ground for such a contention. Mr. Johns, the chairman of the agreement committee at the time, who was brought forward by the union leaders themselves to support their contention, stated that he believed he had authority, that he acted in accordance with the instructions of the meeting of the men called for that purpose. The majority of the other members of the committee also say that they certainly had the authority of the meeting to sign the agreement, though it is true that some negotiation took place and that they endeavoured to get some additional concessions that they did not succeed in getting. Furthermore, Mr. Stoekett, the manager, produced a letter from the secretary of the meeting saying that the meeting had approved the agreement and directed it to be signed and asking him when it would be convenient to meet the committee for the purpose.

### Statements of Grievances.

With a view to getting, if possible, at the real root of the difficulties in the strike and ascertaining the contentions and position of the parties, interviews were had with a very large number of the men, both non-union and union, as well as with the mine leaders, and with the mine owners and mine managers. In nearly all cases, the parties were found very willing to discuss matters, especially the union men, who in several places gathered in large numbers to present their side of the situation.

In the meetings and interviews with the officers and members of the union, and the statements which they were invited to file with me, a very large number of grievances are alleged against the companies and their foremen and bosses, especially against the latter. The chief of these, apart from the alleged discrimination already mentioned, are: Favoritism of the bosses in giving the best places to certain of the men; failure to make up the earnings in deficient places to what is promised, or a reasonable amount; not being able to find out beforehand the price to be paid for given work; having to depend on the goodwill or caprice of the bosses for the amount of pay for certain kinds of work; sometimes having to shovel the coal an unreasonable distance; the company charging the men, especially at Cumberland, too high a price for the powder used; an objectionable docking system where dirt or rock is loaded with the coal; not getting fair weight and not always having proper facilities for the men's checkweighers, and at Cumberland and Extension the deduction made by the company of 20 per cent and 5 per cent respectively for dirt in the coal, is complained of; and it is urged that the ton of coal should in all cases be the ordinary 2,000 pounds instead of the long ton of 2,240 pounds. The lack of suitable wash plants and other conveniences for the men has also been mentioned, and charges made that the condition of some of the mines, especially at Extension and Cumberland, since the strike, is exceedingly unsafe.

Though a demand for a general increase in wages has not figured largely in the men's own complaints, it has been put forward very persistently by Mr. Foster and some others, and is based upon the ground that the cost of living has very greatly increased in recent years.

### Position of Companies.

The companies and their managers and superintendents, on their part, deny unfairness or improper treatment of the men as far as they are concerned. Most of them admit that it is possible that in such extensive operations things may occur which should not happen, and they say where so many men are employed some of them will inevitably be dissatisfied and feel that they have not been as well used by

bosses as some others are, or as they should be; but all the managers say that anyone feeling aggrieved was permitted, and encouraged, to come to the management with his grievance, and in the case of Nanaimo, South Wellington and Jingle Pot mines, there was, as already mentioned, in each of these an agreement committee for that purpose, if the men aggrieved chose to be represented by such a committee.

The managers also say that the wages they are paying are high and, with one or two small exceptions, as good as those in other camps, and that the conditions in Vancouver island in other respects are better than in other places, and especially that, as compared with the United States, the hours of labour are very considerably shorter, though they say that they have always been willing to consider any representations that may be made to them as to any of these matters if they are approached in a reasonable way. Mr. Stockett, of the Western Fuel Company, as already mentioned, even in the face of his unexpired agreement, was willing to give an increase in wages not only to the drivers and pushers, whom he found to be getting a little less pay than the same class of men in the East Kootenay region, but also to give a small general increase. All the managers say that the schedule presented to them by the president of the union, apart from its other objectionable features, is altogether out of the question if they are to continue to carry on the coal mining business at all. They say also that the price of coal has not been raised in recent years, the last general advance having been made in 1907, and that even during the scarcity of coal while the strike has been on they have not raised the price nor allowed those to whom they sell to raise the price to the consumer.

The Canadian collieries point out that the 20 per cent and 5 per cent discounts deducted at the Cumberland and Extension mines for dirt or rock is not sufficient to make up for the loss of weight in cleaning the coal after it is brought to the surface. In 1912, for instance, the reports show that out of a total production of 763,650 tons, 164,854 tons was lost in washing. This discounting and a number of other matters regarding conditions at their mines are simply, they say, the continuation of the condition of things which they found existing at these mines when they took them over some three years ago, and they claim to have always been willing to consider and deal with anything which might justly be considered by the men to be a grievance.

Coming to what I am satisfied has always from the commencement of the trouble been the crucial point at issue, the managers say their companies are determined not to recognize or deal with the United Mine Workers' Union or its officials. Various reasons are given for this determination, among them that it is controlled by foreign socialists and agitators who care nothing for the interests of the people of this country. They claim that the United Mine Workers have been trouble makers in other places, and some go so far as to assert that their leaders are merely in it for the money they make and that they have to be bribed in order to get along with the union at all. They say, further, that it would seem useless to enter into an agreement with people who deliberately caused the breaking of the agreements already existing and who therefore cannot be considered as likely to honour any agreement if it suits their purpose to break it. Most of the managers profess not to be opposed to unionism as such, but to have particular objection to the union in question.

#### Views of Others.

The majority of the joint committee already mentioned, and a large number of men who were not in favour of the strike, including many who claim to have been union men all their lives, express the same opinion of the United Mine Workers, as at present conducted, as the mine owners. They claim that instead of being, as formerly, a genuine trade union, it is now an autocratic and socialist organization, and that its methods are destructive and unfair and such as no honourable man should support. Various misrepresentations made by its leaders in connection with the present trouble are pointed out in support of these contentions, and the high-handed

way in which the strike was declared and forced on at Nanaimo, without giving men interested an opportunity to vote upon the question, is especially referred to. Some of the men who are now at work say that the union leaders are more anxious to make trouble than to redress grievances, and it is asserted that the Mottishaw committee episode was the result of such a design. One man states that he was forewarned beforehand by a member of the union that there was going to be a strike and said the strike was bound to come.

By others, the breaking of the law by the union leaders in calling a strike before asking a Board under the Act is instanced as evidence of the nature of the organization; the carrying of a red flag and playing of the Marseillaise in their processions is also referred to; also the fact that some of their leaders endeavoured to stir up antagonism not only against employers and capitalists but against all constituted authority, finding fault alike with the mayor of the city, the Provincial Government at Victoria and the Dominion Government at Ottawa, and objecting to the presence of police for the protection of life and property and the preservation of order.

Some persons express the opinion that the officials of the United Mine Workers organization are in the pay of the mine owners of Washington State, or are, at least, acting in the interest of the people and men there who are profiting by the tie-up in Vancouver Island. It is pointed out that, notwithstanding the premises at the Nanaimo mass meeting when the strike was called, the men of Vancouver Island have not ceased work or been also called on strike, although Washington coal is in fact now supplying the markets of the Vancouver islanders. Mr. Farrington's letter in the *United Mine Workers' Journal* of March 27, 1913, is referred to, in which he purports to explain the circumstances and reason of the entry into and proceeding of the organization in Vancouver Island. This letter points out that the product of Vancouver Island comes into competition with the union-mined coal of Washington and that it is sold at a price which, in view of its superior quality, prohibits competition from Washington, notwithstanding that there is an import duty against it of 5 cents per ton. The letter, however, also refers to the inequitable competition that arises from cheaper non-union labour on Vancouver Island and to a desire of protecting the employees on the island, who, he says, were being 'infamously fleeced and subjected to impositions.' A copy of the letter is hereto attached.

Outside opinions generally seem to regard the actions of the union, especially at Nanaimo, as being unwarranted. The mayor of that city, in giving evidence before the Labour Commission before any trouble had taken place at Nanaimo, described the conditions there in respect of the earnings of the miners as being exceedingly good and said he thought the relationship between the employers and the men was very satisfactory.

### Review of Matters.

I have preferred to state with a good deal of fullness and detail the facts and circumstances as I have been able to discover them, rather than give merely a brief expression of opinion upon the merits of the case.

The essence of the trouble, as I think will abundantly appear from what I have stated, is the resolute determination of the men in the union, urged on probably not in its inception at least before the matter had gone far, by outside influences to establish the United Mine Workers' organization in the island and compel recognition of it by the employers, and the equal determination of the companies, in the later stages of the trouble if not before its commencement, to have nothing to do with the organization. This, as has often been pointed out, is of all labour disputes the most difficult to settle, the question of recognition barring negotiation at the outset, and there being, as a rule, no common or middle ground upon which compromise can be effected.

I am not disposed to think that there were not some grievances that need remedying, at all events at some of the mines, but it is only fair to say that on the

examination many of those alleged did not appear to be well founded, and a large number covered matters that took place years ago, some of them previous to the time the mines in question came under the management of their present owners, and in comparatively very few cases does it appear that any proper steps were taken by the complainants to have their grievances or alleged grievances rectified, or any reasonable effort made to bring them to the attention of the superintendent or manager of the mine. In nearly all the later cases, at all events, the attempt at negotiation or remedy was made in a way which could only have been expected to defeat its own purpose, namely, in a way that involved recognition of the union if it was entertained. Among so many employees there will always be some who, either from inefficiency, dissatisfied temperament or other cause, will think they are not properly treated, and a few who prefer to find fault and make trouble rather than have things run smoothly, and the idleness that has existed during the past months has no doubt led to much nursing of grievances. Bosses, however, even without any fault of the management, are not always what they should be, and favouritism or other unfair or improper treatment probably did occur in numbers of instances at some of the mines, though I can find no ground for believing that the mine owners, apart from the question of unionism at all events, countenanced anything of this kind where they could avoid it. Apart from the question of recognition of the organization, I believe there was no question either of wages or conditions of employment or any other grievance or complaint which could not reasonably have been hoped to be settled by negotiation between the parties or by conciliation or arbitration under the Act.

In regard to the chief ground of complaint originally set up—discrimination—I have already intimated I did not think the company discriminated against anyone merely for having acted upon a gas committee, though some of the men no doubt so believed, others possibly putting the complaint forward, or being willing to have it put forward, because of its being a good ground upon which to enlist sympathy, as well as an assistance in discouraging men from going to work at the mines. The question of discrimination because of connection with the union is more difficult. In the two cases specially put forward, other reasons existed for not wanting the men in the employ of the company. The conclusion which I think would be best justified is that, while the companies avoided as far as possible any direct act which could be attributed solely to discrimination because of connection with the union, most of them at all events did not want their men to belong to the union, and the men did, in fact, believe that joining or being active in the union might bring them into disfavour with their employers, and were not without justification for that belief. The mine owners, as already mentioned, assert that it is the United Mine Workers' Union in particular, as shown in the nature of its actions on the island and elsewhere, and the dictation of foreign officials, that they especially object to.

What was done by the United Workers' organization or its officials at Nanaimo in bringing on the strike there cannot but be condemned I think by anyone looking fairly at the facts. A collective working agreement was in force, binding as far as any agreement of this nature can be binding; a way was provided in it for dealing with grievances, no grievances, if any existed, were brought to the attention of the mine management, nor any notice given or attempt made to negotiate in any reasonable way—for I do not think that the two circulars sent many months before by the president of an organization which, even months after, according to his own evidence before the Labour Commission, had only 'a very small percentage' of the coal miners of Nanaimo as members, could be considered a reasonable approach of the company in the circumstances; a strike was declared without any vote by those concerned; attempts to get a proper vote taken were met with tactics that I think must be considered very reprehensible; misrepresentation was in some respects practised; and the order for the strike emanated from an outside and, so far as this country is concerned, irresponsible authority who at least was not solicitous for the welfare of the industries of Vancouver Island. That the majority of the miners at Nanaimo at

that time were not in favour of the strike, I have no doubt, and that Foster and the other strike leaders so believed is evidenced by their determined refusal to allow any vote to be taken. Disregard of the wishes of the majority of the men concerned can surely not commend the methods of those who are supposed to be fighting for the rights of these men.

The allegations made as to unsafety of some of the mines are at least grossly exaggerated. The statement that the percentage of fatal accidents at the mines of the Canadian Collieries (Dunsmuir), Limited, had increased over 200 per cent from 1911 to 1912, while correct, arises from the fact that in 1911 these mines had an abnormally low percentage of fatal accidents, only .94 per 1,000, while that of the province was 2.32 per 1,000. In 1912, this company, though showing, as alleged, a great increase over 1911, was still very low, and little over half that for the province, the exact figures being 2.12 per 1,000, while that for the province as a whole was 3.93. The official returns show that at the Extension collieries there had been no fatal accident either in 1911 or 1912.

Statements made as to the wholesale granting of miners' certificates to Orientals, who were said not to be properly qualified, are also, I find upon careful inquiry, not correct. According to figures obtained from the Department of Mines, only thirty-six new miners' certificates were granted to Orientals from the commencement of the trouble down to the time of the inquiry, and the examination for these was conducted in the usual way according to the requirements of the law, and the certificates were only granted after the examiners, including the Chief Inspector of Mines, were satisfied that these Orientals were qualified and entitled to receive them.

It is true, however, that the number of Orientals employed underground in the mines of the Canadian collieries has increased very materially since last September, not only relatively, but absolutely, the total number of Orientals employed in May, 1913, being 432 out of a total of 690, as against 315 out of a total of 766 in 1912, and probably among surface men the increase has been proportionately greater.

The statement also made by some of the leaders that the United Mine Workers had applied to the Minister or the Department of Labour for the appointment of a Board under the Industrial Disputes Investigation Act is not correct, the letter of President Foster of September 30, 1912, which was quoted as containing such an application, being incapable of being so construed, and not even asking for an investigation of any kind, but only for an answer to the question, which he said was the only question at issue, whether there was any way of compelling employers to say why they discharged certain men and whether there was any remedy therefor. The Minister had already, by telegram, as before mentioned, notified the secretary of the union at Cumberland, where the strike then was, of the procedure that should be taken under the Act, and told him that forms were being forwarded to him for the purpose. Copies of this telegram and of Mr. Foster's letter are given above. When Mr. McNiven, under instructions from the department, endeavoured to get such an application, none of the parties were willing to make it. Later, when Mr. Farrington, just before the commencement of the present investigation, was asked if the union was then willing to apply for such a Board, he declared his willingness to have the union join in such an application if the mine owners would join with it, which, in view of the recognition of the union thereby involved and the unwillingness of the companies to make an application, was an ineffective proposition. But, though for some reason not wanting to apply for a Board under the Act, their voluntary attendance during my investigation, and the part they took in proceedings of the Provincial Labour Commission, and a number of their communications, show that the leaders of the union were not averse to, but desired, investigation into at least a number of the charges which they made.

The policy of the Industrial Disputes Investigation Act, probably wisely, does not permit or provide for appointment of a Board, except upon application of one or both parties to the dispute. Both parties, at the time of this inquiry, still professed the utmost confidence in their ability to win upon the question of recognition of the union

and forced intervention of any kind, except to ascertain and report the facts, even if provision existed for it, appeared more likely to delay than to advance a final settlement.

### Recommendations.

With a view of making the provisions of the Act more satisfactory, and to assist, if possible, in preventing or in settling future difficulties, I would make the following recommendations:—

1. In order that there may be no room for doubt in the mind of anyone as to what is forbidden by it, I think the Industrial Disputes Investigation Act should be amended, especially the definition of 'strike' and section 56, so as to clearly cover what is in reality a strike or lockout, and make the provisions of the law more easily understood and more likely to be properly enforced. Without any further comment upon the practice of calling cessation of work a 'holiday,' or reflecting on the bonafides of the contention that the men at Cumberland and Ladysmith believed they were not offending against the law in what they did, it will be recognized that it is desirable and very important that this point should be made plain. Some defects also which have been disclosed in the working out of other parts of the Act should be remedied. A number of these are referred to in the decisions and comments of the judges in the cases of *Rex vs. McGuire*, 16 Ontario Law Reports, 522, and *Rex vs. Holowaskawe*, 24 Ontario Weekly Reporter, 397. I believe the Industrial Disputes Investigation Act, notwithstanding defects, which it could hardly be hoped would be avoided in its earlier history, is a very beneficial Act, not only in the interest of the general public, but also in the interest ultimately, at all events, of both employees and employers as well. Compulsory arbitration in the ordinary sense seems to be open to serious objection, and does not appear to have been a success in Australia, and nothing better in this respect than the principle of our own Act seems yet to have been devised. Instead, therefore, of making it a subject of fault-finding and contention, as some have done, I think all parties should unite in trying to improve the Act, where it can be made better, and assist in carrying out and enforcing its provisions.

2. I think it is desirable that collective agreements such as those in existence at Nanaimo, South Wellington and Jungle Pot, voluntarily and formally entered into for a specified time between employees and employer, or between an employees' union and their employer, should be given the sanction and protection of law. I think along this line lies one of the greatest improvements that could be made to the present Act. The benefit of such agreements in safeguarding the rights and interests of both parties, and preserving harmony, is obvious. In their evidence before the Provincial Labour Commission, the union leaders and men, referring to the Cumberland and Extension troubles commented on the great desirability of having such working agreements, and complained of the lack of them in these places, and the evils resulting from not having them. The endeavour of the United Mine Workers throughout has been to get such an agreement with the mine owners, though they have included in their proposition what the mine owners consider very drastic provisions and a recognition of the United Mine Workers' Union in the most extreme form. It is desirable, and I think necessary, that these agreements should not be for too long a period—two or three or, at most, four or five years—so that there may be opportunity to provide for redress of any grievances and adapt the agreement to new conditions and to changes of any kind that may have come about since the last agreement was entered into. Every new making of an agreement will be a stock-taking, so to speak, of the situation, and a definite and recognized opportunity and occasion for adjustment of troubles or causes of dissatisfaction, and for making right what is wrong in the terms and conditions of employment. In this I think is, perhaps, the most important benefit and advantage of an agreement system. It will fix a time and provide an opportunity for dealing with and rectifying all these things in the ordinary course, and in a natural and recognized way, instead of letting matters run along haphazard and indefinitely without

any recognized occasion or provision for making up and dealing with questions inevitably arise in connection with employment, until some smouldering fire breaks out, perhaps in the form of a strike or a lockout, and the situation gets the control of the more moderate and reasonable men on both sides. On the other hand, with each periodical renewal of the agreement, the employers will recognize that they must be prepared to discuss and consider the terms and conditions of employment under which their men are working, and the men will know that they have a right and opportunity to have all these things discussed and dealt with without giving offence and in accordance with a well recognized right. The agreement of course should, in itself contain provision for the adjustment during its currency of any grievance arising out of non-observance of its provisions, or of any dispute arising under its terms and conditions. I would prohibit, under severe penalty, the breaking of any agreement of anyone to break, such an agreement, at all events except in so far as a grievance or dispute duly constituted under the Act or under provisions analogous thereto, might determine it was proper to relieve anyone from such agreement or cancel the agreement until such relief was given or cancellation made.

3. To prevent discrimination by employers against employees who exercise their legal right of joining or being connected with unions, I think it should be prohibited, under penalty, to dismiss or refuse continuance of work, either directly or by indirect means or device, to any employee by reason merely of such employee being a member of or holding office in or being active in lawfully extending the membership of a legal labour organization, that is to say any labour organization not forbidden by law or formed or acting for any unlawful purpose.

4. I think it should be made clear by specific prohibition, under penalty, that it is unlawful to practice any kind of intimidation, abuse or insult against anyone, to publish, call or refer to anyone as a 'scab' or 'blackleg' or as unfair to labour, or to incite or threaten to do any of these things, with a view to influencing the action of any person in connection with any strike or labour dispute. The present trouble on Vancouver Island, as well as other labour disputes, show that the word 'scab' and the name of any person in connection with any strike or labour dispute, and that it has been put to very unwarranted use. While it is now generally conceded that there should be freedom to employees to belong to labour organizations, it should not be forgotten that other employees should be free not to belong if they choose, and that the latter should not be prevented from exercising that choice, or compelled or intimidated to join a strike and do without their wages against their will. That the use of abusive tactics is not considered right, Mr. Farrington himself shows in the circular already referred to, in which he asks his followers to exert every effort to prevent the use of such tactics, though, as I think very inconsistently, in the same paragraph asking them to have the names of all who refused to join the strike secured so that they may be published through Canada, Great Britain and the United States. In the interest of labour organizations themselves, I think it must be realized that in the end the use of unlawful and improper methods only antagonizes public opinion and injures their own cause.

All of which I have the honour to submit.

August 14, 1913.

(Sgd.) S. PRICE,  
Commissioner.

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## LIST OF EXHIBITS.

1. Agreement between the Western Fuel Company and its employees.
2. Agreement between the Pacific Coast Coal Mines, Limited and its employees.
3. Agreement between the Vancouver-Nanaimo Coal Mining Company, Limited, and its employees.
4. Farrington's Circular of April 30, 1913.
5. Foster's Circular of April 30, 1913.
6. Foster Poster.
7. Farrington letter or article in the *United Mine Workers' Journal*.





(Exhibit I.)

**MEMORANDUM OF AGREEMENT** entered into this 18th day of September, 1911, between the Western Fuel Company, hereinafter called 'The Company,' of the first part, and the Employees of the Western Fuel Company, represented by a Committee of Five, elected at a duly called **Mass Meeting**, held September 2, 1911, hereinafter called 'The Men,' of the second part.

WITNESSETH:—That for and in consideration of the several conditions hereinafter mentioned and the mutual advantages of the parties it is agreed by and between the parties hereto as follows:—

*First.*—The rates, terms and conditions in effect at both Number One and Northfield Mines, during the month of September, 1907, shall continue in effect during the term of this Agreement, except as hereinafter provided.

*Second.*—The Company agrees to continue the payment of the present bonus of ten per cent.

*Third.*—The Company will absorb the expense of operating the Protection Ferry.

*Fourth.*—The system of Dockage Inspection as practiced at both Number One and Northfield Mines shall be continued with penalties for refuse matter, as follows:

**No. 1 MINE.**

Up to and including 50 lbs. of refuse per car, double dockage. Over 50 lbs. and including 100 lbs. of refuse per car, confiscation of car. Over 100 lbs. of refuse per car, dismissal after investigation.

**NORTHFIELD MINE.**

Up to and including 70 lbs. of refuse per car, double dockage. Over 70 lbs. and including 140 lbs. of refuse per car, confiscation of car. Over 140 lbs. of refuse per car, dismissal after investigation.

*Provided*, that any party dismissed may have right of appeal to the Superintendent of Mines, whose decision shall be final.

*Fifth.*—The Company agrees to a minimum rate of Three Dollars (\$3.00) per shift for Miners in the Lower Seam Workings of Number One and Northfield Mines. It being understood that the Superintendent of Mines shall be the judge as to the ability of the party to earn such minimum.

*Sixth.*—The Company agrees that when a Miner is taken from the Face to perform Day Work he shall receive the Miners' Day Rate.

*Seventh.*—The Schedule for loading coal shall be as follows:

Upper Seam, 30 cents per ton,  
Lower Seam, 35 cents per ton.

and for using buggies and laying roads:

**AT No. 1 MINE.**

First 75 feet from Dump to Face Line, 5 cents per ton additional.  
Second 75 feet from Dump to Face Line, 10 cents per ton additional.

## AT NORTHFIELD MINE.

First 50 feet from Dump to Face Line, 5 cents per ton additional.

Second 50 feet from Dump to Face Line, 10 cents per ton additional.

Third 50 feet from Dump to Face Line, 15 cents per ton additional.

*Eighth.*—The Schedule for Rock in coal of Upper Seam to be as follows:

When Rock is 1 foot thick, \$1.00 per yard.

When Rock is 2 feet thick, \$2.40 per yard.

When Rock is 3 feet thick, \$4.00 per yard.

Above Schedule applies only to solid work with stalls 21 feet to 27 feet wide. Skipping pillars to take one-half of these rates.

*Ninth.*—The Schedule for Timbers to be as follows:

Stringers: 50 cents each when 8 feet long and under; \$1.00 each when over 8 feet long.

Sets: \$1.50 each for 9 feet collars; \$2.00 each for 11 feet 4 inch collars.

*Tenth.*—The Mining, Yardage and Day Rates for No. 1 Mine shall be as shown on Schedule A hereto attached, and which Schedule is made part of this Agreement.

*Eleventh.*—The Mining, Yardage and Day Rates for Northfield Mine shall be as shown on Schedule B hereto attached, and which Schedule is made part of this Agreement.

*Twelfth.*—The Company agrees to meet the Committee of Five, or a Sub-Committee thereof, on matters relating to this Agreement, or any new matters changing the status thereof.

Any vacancy on the Committee of Five to be filled at a duly called mass meeting of the Underground Employees of the Company, or by a Pit Head ballot at the mine from which the vacancy exists.

The Committee of Five to have the handling of the Check-weighman's and Gas Committee Funds.

*Thirteenth.*—The term and duration of this Agreement shall be for a period of two years, beginning October 1st, 1911, and terminating September 30th, 1913.

*Fourteenth.*—It is agreed to by the Committee that all employees working for the Company during the month of September, 1911, and who continue to work for the Company after the execution of this Agreement shall by such action be understood as agreeing to and endorsing the terms of this Agreement.

All new men accepting employment after October 1st, 1911, shall endorse this Agreement by their signature in a book containing a copy of this Agreement and kept in the Company's office.

*Fifteenth.*—THIS AGREEMENT to be effective shall bear the signatures of the Manager and Superintendent of Mines for the Company, and the Committee of Five for the Men, and the approval signature of the President of the Company.

SIGNED, SEALED AND DELIVERED the day and year first above mentioned.

WITNESS:

For "The Company":

THOS. R. STOCKETT, Manager.

THOMAS GRAHAM, Superintendent.

For "The Men":

FRANCIS JOHN (Chairman).

FRED WILSON

EDMUND RICHARDSON,

ANDREW THOMSON,

WILLIAM WARDLE.

Approved:

JOHN L. HOWARD,

President Western Fuel Company.

SCHEDULE A.

MINING, YARDAGE AND DAY RATES.

No. 1 MINE.

MINING:

Upper Seam, 68 cents per ton.  
Lower Seam, 80 cents per ton.

YARDAGE: UPPER SEAM—

Levels, \$2.50 per yard and coal.

Cross Cuts, \$2.00 per yard and coal.

Levels, when less than one-half of height is in white rock, \$7.50 per yard, coal to

Company.

Levels, when more than one-half of height is in white rock, \$8.00 per yard, coal to Company.

TURNING STALLS:

5 yards long by 12 feet wide, \$10.00 and coal.

DAY RATES:

Fire Boss.....	\$3.25
Shotlighters.....	3.00
Bratticemen.....	2.60
Timbermen.....	3.00
Timbermen Helpers.....	2.60
Tracklayers.....	2.75
Tracklayer Helpers.....	2.60
Roadmen.....	2.60
Drivers, Boss.....	3.00
Drivers, Double.....	2.75
Drivers, Single.....	2.60
Drivers, Boys.....	\$.1.50 to 2.25
Pushers.....	2.60
Linemen.....	3.00
Motormen.....	2.75
Motormen, Assistants.....	\$.1.50 to 2.25
Engineers, Diagonal Slope.....	2.75
Engineers, Endless Rope.....	2.25
Winches.....	\$.1.00 to 2.60
Rope Inspector.....	3.00
Endless Ropes, Men.....	\$.2.60 to 2.75
Endless Ropes, Boys.....	\$.1.25 to 1.75
Rope Riders.....	\$.1.50 to 2.60
Door Boys.....	1.00
Cagers.....	3.00
Cagers, Assistants.....	2.60
Miners.....	3.00
Loaders.....	2.60
Machine Runners.....	\$.3.00, \$.3.25, 3.50
Machine Helpers.....	2.60
Drillers.....	\$.3.00, \$.3.25, 3.50
Brushers.....	2.75

SCHEDULE A.—Continued.

Muckers.....	2.60
Cogmen.....	2.60
Labourers.....	2.60
Pipemen.....	\$2.60 and 3.00
Pumpmen.....	2.60
Stablenen.....	2.60

SCHEDULE B.

MIXING, YARDAGE AND DAY RATES.

NORTHFIELD MINE.

MIXING:

Upper Seam, 68 cents per ton.  
 Lower Seam, 80 cents per ton.

YARDAGE: UPPER SEAM—

Same Schedule as for No. 1 Mine.

TURNING STALLS:

Same Schedule as for No. 1 Mine.

DAY RATES:

Fire Boss.....	\$3.25
Shotlighters.....	3.00
Bratticemen.....	2.60
Timbermen.....	3.00
Timbermen Helpers.....	2.60
Tracklayers.....	2.75
Tracklayer Helpers.....	2.60
Roadmen.....	2.60
Drivers, Boss.....	3.00
Drivers, Double.....	2.75
Drivers, Single.....	2.60
Drivers, Boys.....	\$1.50 to 2.25
Pushers.....	2.60
Rope, Inspector.....	3.00
Endless Ropes.....	\$2.25 to 2.75
Winches.....	\$1.00 to 1.50
Door Boys.....	1.00
Cagers.....	2.75
Miners.....	3.00
Loaders.....	2.60
Machine Runners.....	\$1.00, \$3.25, 3.50
Machine Helpers.....	2.60
Drillers.....	\$3.00, \$3.25, 3.50
Brushers.....	2.75
Muckers.....	2.60
Cogmen.....	2.60
Labourers.....	2.60
Pipemen.....	\$2.60 and 3.00
Pumpmen.....	2.60

(Exhibit II.)

**MEMORANDUM OF AGREEMENT** entered into this 25th day of May, A.D. 1911, between the Pacific Coast Coal Mines, Limited (Non-Personal Liability), hereinafter called the (Company) of the first part, the **EMPLOYEES** of the Pacific Coast Coal Mines, Ltd., represented by a committee of 5 elected by the Employees, hereinafter called the (Men) of the second part.

**WITNESSETH:**—That for and in consideration of the several conditions hereinafter mentioned and the mutual advantage of the Parties, it is agreed by and between the Parties hereto as follows:—

*First.*—The rates, terms and conditions in effect at South Wellington Mines during the month of May, 1911, shall continue in effect during the term of this agreement.

*Second.*—The system of Dockage Inspection as practiced at South Wellington Mines shall be continued with the following penalties: Up to and including 100 lbs. of refuse per car, double dockage; over 100 lbs. and including 200 lbs., confiscation of car; over 200 lbs. refuse per car, dismissal after investigation.

*Third.*—The (Company) agrees to a minimum rate of \$3.30 per shift for efficient miners in deficient places; it being understood that the Mine Manager and the Superintendent shall be the judge as to the ability of the party to earn such minimum.

*Fourth.*—The (Company) agrees that when a miner is taken from the face to perform day work he shall receive the Miner's day rate.

*Fifth.*—The Schedule for timbers to be as follows:—

Split Stringers, 75c. and 10 p.c. 14 ft. Stringers, and 10 p.c.

Sets 9 ft. long, \$1.50 and 10 p.c.

Sets over 9 ft. long, \$2.00 and 10 p.c.

Bridgesticks, if peeled timber, same dimensions as sets, shall be paid same price as sets.

Split bridgesticks, \$1.50 and 10 p.c., provided that they are not less than 9 in. in diameter; provided that a Fire Boss may give permission for a less if necessary.

*Sixth.*—The Mining, Yardage and Day Rates shall be as shown on schedule hereto attached, and which schedule is made part of this agreement.

*Seventh.*—The (Company) agrees to meet the (Committee) on any matters relating to this agreement or any new matters changing the status thereof. Any vacancy on the (Committee) to be filled by a Pit Head ballot at the mine from which the vacancy exists. The (Committee) to have the handling of the Check Weighman's and the Gas Committee funds.

*Eighth.*—The term of and duration of this agreement shall be for a period of Four years, Four months, Six days, beginning May 25th, A.D. 1911, and terminating September 30th, A.D. 1915.

*Ninth.*—It is agreed to by the (Committee) that all Employees working for the (Company) during the month of May, 1911, and who continue to work for the (Company) after the execution of this agreement shall by such action be understood as agreeing to and endorsing the terms and conditions of this agreement. All new

men accepting employment after May, 1911, shall endorse this agreement by signature in a book containing a copy of this agreement and kept in the (Company's) office.

*Tenth.*—This agreement to be effective shall bear the signature of the Superintendent and the Mine Manager for the (Company) and the (Committee) for the men and the approval of the President of the (Company).

Signed, sealed and delivered the day and year first above mentioned.

*Witness for the Company:*

GEO. WILKINSON,  
HENRY DEVLIN.

*Witness for the Men:*

T. HARROLL,  
J. MARTIN,  
W. CARTWRIGHT,  
J. HOOKER,  
J. ROPER.

*Approved:* C. C. MICHENER.

If any advance or decrease in wages at any time of the N. E. Collieries should take place during the life of this agreement, the (Company) agrees to give the same advance to the (Employees) of these Collieries, and the (Employees) agree to give the same reduction.

MINING AND YARDAGE RATES.

- Coal, per ton, 68c. and 10 p.c.
- Coal Slopes, 12 ft. wide, \$2.50 per yd. Coal, 68c. and 10 p.c.
- Levels, 12 ft. wide, \$2.50 per yd. Coal, 68c. and 10 p.c. per ton.
- Crosscuts, 12 ft. wide, \$2.00 per yd. Coal, 68c. and 10 p.c. per ton.
- Slopes 12 ft. wide, half coal and half rock, \$8.50 and 10 p.c. per yard coal to Company.
- Slopes 10 ft. wide, half coal and half rock, \$8.00 and 10 p.c. per yard coal to Company.
- Levels 12 ft. wide, over half white rock, \$8.00 and 10 p.c. per yard coal to Company.
- Levels 12 ft. wide, half coal and half white rock, \$7.50 and 10 p.c. per yard coal to Company.
- Brushing, \$1.00 and 10 p.c. per ft. in depth per lineal yd. 7 ft. wide.
- All Brushing over 5 ft. to be done by the Co., or by day by miners.

*Scale for Rock Stalls, 14 to 16 feet wide.*

- One foot, stratified rock . . . . . \$1.00 and 10 p.c. per yard.
- Two feet, stratified rock . . . . . \$2.20 and 10 " "
- Three feet, stratified rock . . . . . \$3.40 and 10 " "

Any places to be driven on different widths than specified in the schedule to be paid on proportionate basis to prices above.

## DAY RATES OF MEN.

Miners.....	\$3.00 and 10 p.c.
Timbermen.....	3.00 and 10 p.c.
Timbermen Helpers.....	2.85 Net
Trackmen Switchlayers.....	3.00 and 10 p.c.
Trackmen.....	2.75 and 10 p.c.
Bratticemen.....	2.85 Net
Furpmen.....	3.00 Net
Rope Inspector.....	3.00 and 10 p.c.
Driver Boss.....	3.00 and 10 p.c.
Drivers.....	2.25 to 2.85 Net
Pushers.....	2.25 to 2.85 Net
Roperiders.....	2.25 to 2.85 Net
Winch Boys.....	1.25 to 2.25 Net



(Exhibit III.)

**AGREEMENT between the Vancouver-Nanaimo Coal Mining Company, Ltd., and their Employees.**

Agreement entered into on this fourth day of November, A.D. nineteen hundred and eleven, to come into force on the first day of December, nineteen hundred and eleven, for a period of two years ending November thirtieth, nineteen hundred and thirteen, between the Vancouver-Nanaimo Coal Mining Company, Limited, of the first part and the Employees of the said Vancouver-Nanaimo Coal Mining Company, Limited, represented by a committee of five, duly elected at a mass meeting held on October thirty-first, nineteen hundred and eleven, hereinafter called the men of the second part.

WITNESSETH: that for and in consideration of the several conditions hereinafter mentioned and the mutual advantages of the parties, it is agreed by and between the parties hereto as follows:

*First:* that the rate per ton for mining in seams running from floor to floor, four feet and under, be paid at the rate of one dollar per ton flat rate, over four feet at the rate of eighty-two and one-half cents per ton flat rate.

*Second:* that the company agrees where men are working in difficult places and the management think they are efficient men, the company agree to make up wages to three dollars and thirty cents per day.

*Third:* that the company agrees to meet the committee of five hereinafter mentioned on matters relating to the agreement or on any new matters changing the states thereof at any time.

All grievances will have to be stated to the committee and the committee present the same to the management in proper order.

Any vacancy in the committee of five to be filled at a duly called meeting of the underground employees of the company or by a pit head ballot at the mine and notice given to the management of the retiring committee man and the newly elected one by letter.

*Fourth:* it is agreed by the committee for the men that new men accepting employment after the first day of December nineteen hundred and eleven shall endorse this agreement by their signature in a book containing a copy of this agreement and kept in the company's office.

*Fifth:* the company agrees that when a miner is taken from the face to perform day-work, he shall receive the miners' day wage of three dollars and thirty cents per day.

*Sixth:* that the following rates shall be paid as per schedule and agreement.

*Mining rates:* coal, eighty-two and one-half cents per ton flat rate in stalls, levels, and cross-cuts four feet and over.

In places four feet and under one dollar per ton flat rate.

Mining yardage, levels, two dollars and fifty cents, and coal when driven twelve feet wide, cross-cuts \$2.00 per yard and coal when twelve feet wide.

Levels when less than one-half height is on white rock, \$7.50 per yard, coal to the company.

Levels when more than one-half in height is in white rock, \$8.00 per yard, coal to the company.

Rock: when rock is one foot thick, \$1.00 per yard.

When rock is two feet thick, \$2.40 per yard.

When rock is three feet thick, \$4.00 per yard.

The above prices apply only to solid work with stalls twenty-one feet to twenty-seven feet wide, skipping pillars take half these rate.

*Timber Setting:* Eight foot sets including collar and two legs, \$1.00 each.

Nine foot sets, including collar and two legs, \$1.50 each.

Eleven feet, four inches sets, including collar and two legs, \$2.00 each.

*Planks:* Eight foot planks, 50c. each.

Ten foot planks, 75c.

Twelve foot planks, \$1.00 each.

Where planks are substituted by split timber an additional 25c. shall be added to the prices heretofore mentioned for planks, providing that the split timber be squared and properly set on legs; this work to be performed by the men.

**DOCKAGE AND INSPECTION:** Up to and including 50 lbs. of refuse per car, double dockage; over 50 lbs. and including 100 lbs. of refuse per car, confiscation of car; over 100 lbs. of refuse per car, dismissal after investigation.

**Cogs:** 6 x 4 cogs and 6 feet high, \$1.50 per cog.

When over 6 feet high, 25c. per extra foot in height.

Cogs must be packed with rock and subject to the approval of the fireman and overman.

DAY RATES AS FOLLOWS:

Fire Boss.....	\$3.25 per day.
Shot Lighter.....	3.00 "
Bratticeman.....	2.60 "
Timberman.....	3.00 "
TIMBERMAN	
Helpers.....	2.60 "
Tracklayers.....	2.75 "
TRACKLAYERS	
Helpers.....	2.60 "
Roadmen.....	2.60 "
DRIVERS	
Boss Driver.....	3.00 "
Double Driver.....	2.75 "
Single Driver.....	2.60 "
Boys.....	\$.150 to 2.25 "
Pushers.....	2.60 "
Linemen.....	3.00 "
Winch Drivers.....	\$.1.00 to 2.60 "
Roperiders.....	2.60 "
Door boys.....	1.00 "
Miners.....	3.00 "
Loaders.....	2.60 "
Machine Runners.....	3.00 "
Drillers.....	3.00 "
Helpers.....	2.60 "
Muckers.....	2.60 "
Cogmen.....	2.60 "
Labourers.....	2.60 "
Stablemen.....	2.60 "
Pipemen.....	2.60 "
Pumpmen.....	2.60 "

*Seventh:* the additional 10 p.c. bonus is included on all heretofore mentioned rates, excepting the schedule paid on coal.

Be it known, that this agreement stands for \_\_\_\_\_ years, dated from and including December the first, nineteen hundred and eleven, to November thirtieth, nineteen hundred and thirteen, inclusive.

Any change in the above agreement on either side must be placed before either party above mentioned, The Vancouver-Nanaimo Coal Mining Company, Limited, of the first part, and the Employees of the Vancouver-Nanaimo Coal Mining Company, Limited, of the second part.

Notice must be given in writing to either party concerned one month previous to the proposed alteration.

*Eighth:* This agreement to be effective shall bear the signature of the manager and overman of the mine for the company and the committee of five for the men.

Signed, sealed and delivered, the day and year first above mentioned.

Signed on behalf of the employees:

JOSEPH THOMPSON,  
HARRY MCKENZIE,  
H. ELLIS,  
JAMES CAIRNS,  
WILLIAM CALVERLEY,  
*Committee.*

Signed on behalf of the company:

H. N. FREEMAN, *Manager.*  
L. SAVILLE, *Overman.*

*Witness:* WM. S. HEWSON.

(Exhibit IV.)

**UNITED MINE WORKERS OF AMERICA—DISTRICT 28.**

SEATTLE, WASH., April 30, 1913.

Mr. ROBERT FOSTER,  
President District 28, United Mine Workers of America,  
Nanaimo B.C.

DEAR SIR AND BROTHER:—

A number of months ago Mr. John P. White, President of the United Mine Workers of America, invited the mine owners operating on Vancouver Island to attend a conference to formulate a joint agreement covering working conditions in the mines on Vancouver Island. This invitation received no response from the mine owners. Instead, the Canadian Collieries Company forced the men of Cumberland and Ladysmith into a strike which has now lasted more than seven months. During this strike the men of Nanaimo and South Wellington have not been called upon to suffer any personal inconvenience or financial loss. However, the other companies operating on the Island are co-operating with the Canadian Collieries Company in a hopeless effort to defeat the men of Cumberland and Ladysmith.

Therefore, using the authority given me by President White, and in order that we may combat solidarity with solidarity, I hereby instruct you to call a strike of all the men employed in and around all the mines at Nanaimo, South Wellington and Jingle Pot, the strike to begin May 1st and to continue until a joint working agreement between the United Mine Workers of District 28 and the mine owners on Vancouver Island has been secured; said agreement to carry increased prices for labour and improved conditions of employment.

You will please see that a force of men sufficient to protect mining property is permitted to work so long as the companies do not attempt to ship coal. All other men should be urged to join the strike.

You should also exert every effort to prevent unlawful or abusive tactics by the men during this contest, and you will also make a diligent effort to secure the names of all men who refuse to respond to the call to strike so they may be published throughout Canada, Great Britain and the United States.

The men involved, union and non-union, will receive the financial support of the International Union as long as the strike lasts.

This decision has been reached only after months of mature consideration. The time is now here for the men of Nanaimo and South Wellington to prove their worth. If they show the same fighting spirit as their brothers of Cumberland and Ladysmith, May 1st will see the dawning of brighter days for the mine workers on Vancouver Island.

Yours fraternally,

**FRANK FARRINGTON,**  
*Representing International Union, U. M. W. of A.*

(Exhibit V.)

**UNITED MINE WORKERS OF AMERICA—DISTRICT 28.**

April 30, 1913.

Having been of the opinion for some time that in order to obtain any improvement in wages and conditions for the mine workers of this Island, that it would be necessary for them to act in unity, to bring all the pressure to bear on the operators that they could simultaneously, believing that the proposition submitted by our District Convention, through our Scale Committee, to the representatives of the different Companies should be considered by a conference of Scale Committees representing both the Operators and the Miners, and since the Companies have ignored all our efforts to bring about a conference and adopt, or amend and adopt, the proposition submitted and thereby secure an amicable and peaceful settlement of all our differences. I therefore avail myself of the privilege granted by the International representative, Bro. Farrington, and the recommendation of the convention hereinbefore mentioned, and declare a strike at all of the coal mines on the Island, and ask all miners to cease work until the Companies concede them an advance in wages proportionate to the advanced cost of living, fair working conditions and an agreement specifying those wages and conditions of employment, said agreement to be entered into by and between the United Mine Workers of America and the Coal Companies of this District.

ROBERT FOSTER,  
*President District No. 28, U. M. W. of A.*

(Exhibit VI.)

# GENERAL STRIKE

After consulting the Managers of the different Collieries around Nanaimo the parties signing themselves as a joint Committee have decided to call a meeting at the Princess Theatre at 7 p.m.

While not opposed to meetings of the miners, we beg to inform all employees in or around the mines that

## A STRIKE

Has been Declared by the

United Mine Workers of District  
No. 28

and endorsed by the National

And will continue until such time as the operators of this district enter into an Agreement with the United Mine Workers of America.

## BALLOT OR NO BALLOT

Anyone going to work in these mines will be branded

## A SCAB

ROBERT FOSTER

President District No. 28

United Mine Workers of America

(Exhibit VII.)

**THE SITUATION IN VANCOUVER ISLAND.**

(By Frank Farrington, in the *United Mine Workers' Journal*, March 27, 1913.)

"Six months have passed since the Canadian Collieries Company, operating on Vancouver Island, British Columbia, locked out 1,500 of our members who were employed in their mines at Cumberland and Ladysmith. While the labour press of British Columbia has carried explanatory articles concerning this trouble, little has been written relating thereto for the *United Mine Workers' Journal* and other labour papers throughout the United States, and, as a consequence, a great majority of the rank and file of the Miners' Union know little or nothing of the importance of this contest, the causes leading up to it, the difficulties encountered since its inception, or the influences that have been used to defeat the miners in this section of the Pacific northwest who are struggling for a greater measure of the things to which they are entitled.

"Vancouver Island is rich with almost inexhaustible deposits of the finest quality of bituminous coal yet discovered on the American continent, and said to be equal to the famous Welsh coal which is reputed to be the best in the world. These vast and rich deposits of coal have been monopolized by a few combinations of capital, the greater of which is our present foe, the Canadian Collieries Company, which is a ramification of the Canadian Northern Railway and Steamship Company, a corporation composed principally of British capitalists and incorporated for \$100,000,000.

"Much of the coal is mined by Chinese and Japanese workmen, and all of it is mined under non-union conditions, and it is used for coaling vessels plying in the Trans-Pacific trade, but the greater bulk of it is shipped through the Straits of Georgia and Juan de Fuca into the markets of British Columbia, Alaska, Mexico, San Francisco, Portland and Seattle, in competition with the union-mined coal of Washington and Eastern British Columbia. An idea of the advantage this coal has in the markets of the Pacific Coast will be gained from the knowledge that union-mined coal produced in the Roslyn-Cle Elum field of Washington, has been entirely excluded from the local Seattle market because it cannot be transported over the Cascade mountains and meet the competition of Vancouver Island coal. Again, Oregon with Portland as its chief base of distribution, receives almost all of its coal supply from the same source. Coming, as it does, down the coast and entering the Columbia River at Fort Stevens, whence it reaches Portland and is sold at a price that prohibits competition from the adjoining state of Washington, and this notwithstanding there is an import duty of 45 cents per ton on all coal coming from the island into the United States.

"However, this is not the worst feature of a bad condition. There is another angle to it that must have the consideration of the United Mine Workers of America. Extending along the Pacific coast of British Columbia six hundred miles, from Vancouver Island to Prince Rupert near the Arctic Circle, is one immense bed of high-grade coal which has been monopolized by practically the same interests that operate on Vancouver Island. Already this rich source of supply is tapped by many mines in process of development, so as to be ready for the opening of the Panama Canal, which will undoubtedly in the near future make this territory one of the greatest coal producing centres on the American continent. It is anticipated that with the opening of the canal myriads of alien workers from European countries will be induced to enter British Columbia, via Vancouver City and Victoria, the natural ports of entry into this new field of labour. Even now the large steamship companies have agents scouring Europe, who are painting seductive pictures of the possibilities of this new

El Dorado and offering inviting transportation rates to all those who wish to enter after the opening of the canal. That their efforts will result in multitudes of workers migrating into British Columbia is not doubted. Much of this foreign labour will be used to develop these rich mining properties and will create a tremendous tonnage that must find a market. These mines are located so that the output can be dumped from the tippie into ocean-going vessels, and, with the long haul around the Horn eliminated, can be freighted without transfer from the mines to the Atlantic seaboard at a transportation cost that will allow it to become a strong competing factor in the markets now supplied by the union-mined coal of the eastern states. As a matter of fact the Canadian Northern and other steamship companies have already contracted for the construction of an additional number of modern ocean freighters to be used in this trade.

"So that it is not beyond reasonable conjecture to expect that within a comparatively short time we will find this coal bidding for markets on the Atlantic seaboard as well as on the Pacific coast. This feature in itself would not be so bad if there could be an interchange of competition but that cannot be, for the reason that the much superior quality of this coal will always bar outside competition from its own zone.

"The duty devolving upon the United Mine Workers of America because of this condition, is to organize Vancouver Island and adjacent territory, raise the standard of employment and act as a balancing medium in the establishment of equitable competitive mining rates. This will be a herculean task, but it must be done, or we must suffer from inequitable competition, and the job can be easier done now than after the task gets bigger.

"Recognizing the seriousness of this condition and being desirous to protecting the interests of our membership, as well as being anxious to extend assistance to the men employed on Vancouver Island who, because of the absence of an organization, were being infamously fleeced and subjected to impositions that reached the last degree of toleration, the International Executive Board decided to expand the power and protection of the organization to the island. In keeping with this decision a district convention was held in Nanaimo during the month of November, 1911, and a district organization was formed. From the beginning the men took kindly to the organization, which grew rapidly in numerical strength, and there was every prospect of a substantial organization being established, when, during September, 1912, the Canadian Collieries Company, evidently fearing their power was passing, began singling out and discriminating against the more active of the men. Peaceful overtures from the men for an explanation of the management's action met only with arrogant rebuff. This sort of treatment was tolerated until it could no longer be endured without resentment, and after every peaceful means of redress had been exhausted the men decided to show their opposition to such injustice by taking a holiday, which they did, and after which the company refused to allow them to return to work unless they would sign individual contracts (old iron-clads so familiar to the men in the United States), the terms of which would make the signers little more than bondmen, and which would result in the voluntary dissolution of their union. This the men refused to agree to, and the fight has been on ever since.

"During the progress of this struggle all the modern instruments used to defeat men engaged in industrial struggles elsewhere have been used to defeat the men engaged in this contest. Hardships, hunger, evictions, brutality, arrests, strike breakers, false reports, illegal repression of vested rights, intimidation, political prostitution and armed guards are elements common to this battle for human rights.

"However, notwithstanding that the company have mustered every influence at their command, they have not been able to produce any considerable part of their original tonnage, or to discourage the men involved, and if solidarity, fidelity and courage are a harbinger of success the end will see the United Mine Workers of America established on Vancouver Island."



