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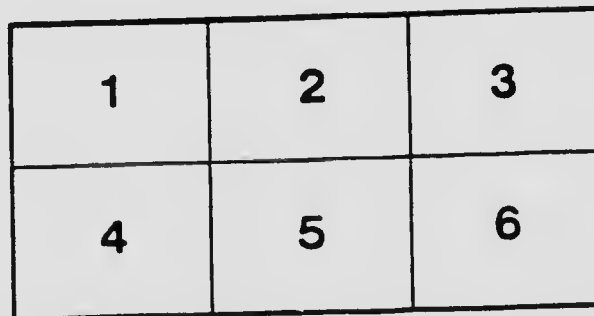
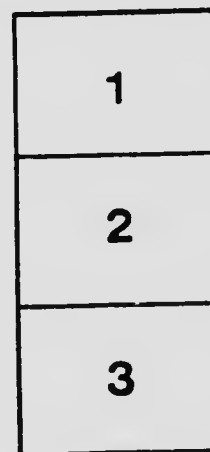
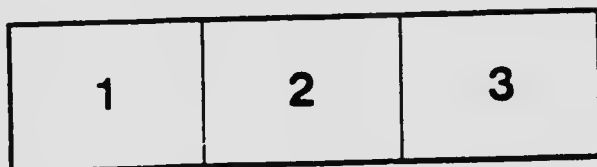
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No. 188

AGREEMENT

BETWEEN

*The Crow's Nest Pass Coal Co.,
Limited*

AND

Its Employees

Represented by District No. Eighteen
United Mine Workers of America



Dated April 1st, 1907



Fernie Ledger.

No. 188

AGREEMENT

BETWEEN

*The Crow's Nest Pass Coal Co.,
Limited*

AND

Its Employees

Represented by District No. Eighteen
United Mine Workers of America



Dated April 1st, 1907



L834 - 4406

AGREEMENT

Article 1.—It shall be optional for the men to work partners, but no individual miner shall have more than one laborer working for him. The present system of working partners at Coal Creek shall be adhered to.

Article 2.—The company shall see that an equal turn of cars be offered to each miner, and that he be given a fair chance to obtain same. The checkweighman shall keep a turn bulletin for the turn-keeper's guidance. The driver shall be subject to whomever the mine manager shall designate as turn-keeper in pursuance thereof.

Article 3.—The company will give to the United Mine Workers of America full recognition and concede the check-off system, that is to say, upon the individual request in writing of any of the company's employees, the company shall deduct such monies from their wages each month as is designated, for dues, assessments, fines, and initiation fees, in

other words, the company will retain from the wages due employees, any sum they may have given orders upon the company for, in writing, payable to such officers of the United Mine Workers of America as may be designated in such orders.

Article 4.—That all fixed expenses of the men for house rent, water, light, sanitation and house coal shall remain as heretofore, each ton of coal to be delivered to the men shall be weighed on a legitimate scale before being delivered, said scale to be subject to the inspection of the inspector of weights and measures.

Article 5.—Any miner failing to earn the minimum rate of three dollars per shift (\$3.00) owing to any abnormal condition of his working place, shall be paid by the company a sufficient amount to secure him the said minimum.

Article 6.—In every month except those in which a statutory holiday occurs, the Monday after pay-day shall be a holiday, but before such holiday, an officer of the United Mine

Workers of America, appointed for the purpose, shall wait upon the local mine superintendent, and ascertain what his wishes are in respect to the holding of such holiday on such day or other day in lieu thereof.

Article 7.—In case any employee is thrown out of employment, unless discharged, he shall be given preference over new men in other mines in the same camp operated by the same company.

Article 8.—When any employee absents himself from his work for a period of two days, unless through sickness, or by first having properly arranged with the pit boss, and having obtained his consent, he may be discharged. Any employee whose absence would cause any stoppage of work must before absenting himself from work, properly arrange with the pit boss for such absence, otherwise he may be discharged.

Article 9.—The company shall pay the sum of three (\$3.00) dollars per day for all miners taken from contract work to do company work.

Article 10.— The company will deliver all timbers as near the working face as possible, or at the mouth of the room.

Article 11.—The company will pay three dollars (\$3 00) each time the McGinty is moved; one dollar and fifty cents (\$1.50) each time the Jig, or smaller McGinty, is moved, and five dollars (\$5.00) each time the bull-wheel is moved. The maximum distance which any of these shall be moved at these prices is twelve feet. The company reserves to itself the right to move the bull-wheel, with other labor than that of contract miners.

Article 12.—One man shall have only one place, and only one shift in such place. The single shift system shall be adhered to as far as practicable.

It is understood that this article refers only to gangways, rooms and cross-cuts. After levels are turned from slopes or inclines, to accommodate a car, the said gangway or level shall be turned over to other men. In the event of a contractor on incline or slope desiring a gangway, or level, he shall have

the preference. The object of this article is to prevent sub-contracting in coal, but not in gravel, or rock work.

Signed, Sealed and Delivered :

On the part of the Company—

G. G. S. LINDSEY,
Vice-President and General Manager.

ROBERT G. DRINNAN,
General Superintendent.

On the part of the men—

F. H. SHERMAN,
President:

PETER PATTERSON,

J. SEVERNS,

JOHN S. LAURENSEN,

THOMAS BIGGS.

Witnessed the above signatures :

D. DAVIES.

A. M. YOUNG.

Schedule Referred to in Foregoing Agreement.

Schedule A.—The Crow's Nest Pass Coal Company, Ltd., will pay the following rates for mining and yardage to the underground employees of the Coal Creek mines, effective June 1st, 1905:

No. 1 Mine—Mining rate, 55 cents per gross ton.

Yardage—Levels and parallels, \$1.00 per lineal yard. Cross-cuts between levels, \$1.00 per lineal yard. Room cross-cuts, no tracks, 50 cents per lineal yard.

No. 2 Mine—Mining rate, 60 cents per gross ton.

Yardage—Levels and parallels, \$1.50 per lineal yard. Cross-cuts between levels, \$1.50 per lineal yard. Room cross-cuts, no tracks, 50 cents per lineal yard.

No. 3 Mine—Mining rate, 60 cents per gross ton.

Yardage—Levels and parallels, \$2.00 per lineal yard. Cross-cuts between levels, \$2.00 per lineal yard. Room cross-cuts, no tracks, 50 cents per lineal yard.

No. 5 Mine—Mining rate, 60 cents per gross ton.

Yardage—Levels and parallels, \$1.50 per lineal yard. Cross-cuts between levels, \$1.50 per lineal yard. Room cross-cuts, no tracks, 50 cents per lineal yard.

No. 9 Mine—Mining rate, 52½ cents per gross ton.

Clod Scale—Twenty cents per lineal yard per inch in thickness; measurements to be taken weekly in middle of stall; yardage to include stowing; average width of stall to be 40 feet.

Yardage rate—Place with fast rib, \$1.00 per lineal yard. Cutting faces, \$1.50 per lineal yard.

Winning place—\$1.50 per lineal yard.

Narrow work—Main and counter levels, 18 feet wide, seven feet high from top of rail,

with pack on lower side six feet wide, \$15 per lineal yard. Entry slopes or cross-cuts, ten feet wide, seven feet high, \$10 per lineal yard.

Turning roadways—\$5 each.

Cogs—\$1 each three feet square, increasing $33\frac{1}{3}$ cents per foot.

Filling water—35 cents per tank.

Schedule B.—The Crow's Nest Pass Coal Company, Ltd., will pay the following rates for mining and yardage to the underground employees of its Michel mines, effective June 1st, 1905: ~~_____~~

No. 8 Mine—Mining rate, 55 cents per gross ton.

Yardage—Levels and parallels, \$1.00 per lineal yard. Cross-cuts between levels, \$1.00 per lineal yard. Room cross-cuts, no tracks, 50 cents per lineal yard.

No. 4 Mine—Mining rate, 55 cents per gross ton.

Yardage—Levels and parallels \$2.00 per lineal yard. Cross-cuts between levels, \$2.00 per lineal yard. Room cross-cuts, no tracks, 50 cents per lineal yard.

No. 5 Mine—Mining rate 60 cents, per gross ton.

Yardage—Levels and parallels, $10\frac{1}{2}$ feet wide, \$2.40 per lineal yard. Levels and parallels $13\frac{1}{2}$ feet wide, \$2.00 per lineal yard. Room cross-cuts, no tracks, 50 cents per lineal yard.

No. 3 Mine—Mining rate, $57\frac{3}{4}$ cents per gross ton.

Yardage—Levels and parallels, \$1.75 per lineal yard. Cross cuts between levels, \$1.75 per lineal yard. Room cross-cuts, no tracks, 50 cents per lineal yard.

Schedule C.—The Crow's Nest Pass Coal Company, Ltd., will pay the following rates for mining and yardage to the underground employees of Carbonado mines, effective June 1st, 1905:

Nos. 4 and 5 Mines—Mining rates, 55 cents per gross ton

Yardage—Levels and parallels, \$1.00 per lineal yard. Cross-cuts between levels, \$1.00 per lineal yard. Room cross cuts, no tracks, 50 cents per lineal yard.

Schedule D —The Crow's Nest Pass Coal Company, Ltd., will pay the following rates for timbering, tracklaying, chutes, brushing and shiftmen, to, and make deduction from, their employees at all mines, effective June 1st, 1905:

Timbering—\$1.00 per set, with lagging and centre post when required. All timber and lagging will be delivered by the Company as near the working place as possible, and thereafter handled, framed and set by the miner.

Tracklaying—Tracks with 16 lb. rails to be laid by miners in levels and parallels and in rooms and inclines to be laid by miners after one length of rail from frog and switch is laid by Company. In rooms a rate of 15 cents per lineal yard for single tracks and a rate of 30 cents per lineal yard for double tracks will be paid for all track laid by miners. Company to deliver all material as near the working place as possible, and thereafter to be handled by miners.

Chutes—Company will build first section

of chutes, miners to build thereafter and will be paid a rate of 30 cents per lineal yard for all chutes built. Company to deliver all material to foot of chutes.

Brushing—Six feet wide, 5 cents per inch in depth per lineal yard. Twelve feet wide, 10 cents per inch in depth per lineal yard.

Dockage—Twenty-eight lbs. to be added to the tare of all mine cars to offset refuse matter in coal. All cars to be confiscated when containing an excessive quantity of refuse, with suspicion to follow continued repetition.

Shiftmen underground—In this schedule the rate named is to be understood as representing a working day of eight hours except as otherwise designated:

Fire boss.....	\$3.50
Shot lighters.....	3.50
Brattice men.....	3.00
Brattice men helpers.....	2.25
Timber men.	3.00
Timber men helpers.....	2.50

Driver boss.....	\$3.00
Tracklayers.....	3.50
Tracklayers' helpers.....	2.25
Miners.....	3.00
Miners, in wet places.....	3.50
Rock Miners.....	3.50
Motormen.....	2.75
Motormen helpers.....	2.50
Hoist men.....	2.75
Couplers.....	2.50
Pushers.....	2.50
Laborers.....	2.25
Timber handlers.....	2.75
Switch boys.....	\$1.25 to 1.50
Door boys.....	1.00
Pumpmen.....	2.50

AGREEMENT
United Mine Workers
OF AMERICA
WITH
WESTERN COAL OPERATORS' ASSOCIATION
OF CANADA

COMPRISING THE FOLLOWING COMPANIES, VIZ. :

- THE PACIFIC COAL COMPANY, LIMITED.**
THE H. W. MCNEILL COMPANY, LIMITED.
THE BRECKENRIDGE & LUND COAL Co.,
LIMITED.
THE WEST CANADIAN COLLIERIES, LIMITED.
THE CANADIAN-AMERICAN COAL & COKE Co.,
LIMITED.
THE INTERNATIONAL COAL AND COKE Co.,
LIMITED.
THE CROW'S NEST PASS COAL Co., LTD.

April 1, 1907, to March 31, 1909

THE
and of the United States
1870

of the United States

1870



AGREEMENT

It is hereby agreed:—

Between the Western Coal Operators' Association (consisting of The Pacific Coal Company, Limited, the H. W. McNeill Co., Ltd., the Breckenridge and Lund Coal Co., Ltd., the West Canadian Collieries, Limited, the Canadian-American Coal & Coke Co., Ltd., the International Coal and Coke Co., Limited, and the Crow's Nest Pass Coal Company, Limited), of the one part, and the employees of the said Companies, as represented by the United Mine Workers of America, District No. 18, of the other part, that the agreements existing prior to April 1, 1907, respecting general provisions and scales of contract prices and wages, shall govern the parties hereto for the period of two years commencing April 1, 1907, and ending March 31st, 1909, in so far as the same may not be modified or affected by the provisions of this agreement; it being understood and agreed that the parties thereto will meet in conference sixty days prior to the

expiration of this agreement to discuss a renewal thereof. This agreement covers all the mines, coke ovens and outside plants operated by the companies and all persons accepting employment at these mines agree to be governed by the following rules and regulations:

Settlement of Local and General Disputes

Article 1.—(A) In case any disputes or grievances arise under this agreement or any local agreement made in connection therewith, whether the dispute or grievance is claimed to have arisen by the Company or any person or persons employed or by the men as a whole, then the parties shall endeavor to settle the matter as hereinafter provided. But before any grievances or disputes shall be submitted to the Pit Committee, the person or persons affected shall endeavor, by personal application to the Pit Boss, to settle the matter, and in the event of them agreeing, their decision shall be final.

(B) In case of any local dispute arising in any mine, and failure to agree between the

Pit Boss and any employee, the Pit Committee and Mine Superintendent shall endeavor to settle the matter, and if they agree, their decision shall be final.

(c) In the event of the failure of the Pit Committee and the Mine Superintendent to settle any dispute so referred to them, as well as in the event of any other dispute arising, the matter in dispute shall be referred to the General Superintendent or General Manager of the Company and the Officers of District No. 18, U. M. W. of A. for settlement, and if they agree their decision shall be final. Should they fail to agree, it shall be referred to a Joint Committee, said Committee to be made up of three operators appointed by the Western Coal Operators' Association, and three miners appointed by District No. 18, of the U. M. W. of A., for settlement. If they agree their decision shall be binding upon both parties. A majority of the full Committee must vote in favor of any action before it can be declared carried. In the event of a failure to agree, the Committee shall endeavor to select an independent chairman, and failing to agree

upon an independent chairman, the Minister of Labor shall be asked to appoint such chairman; the decision of the Committee thus constituted shall be binding upon both parties. The Joint Committee, when necessary, shall meet on the second Monday of each month.

(D) In the meantime, and in all cases while disputes are being investigated and settled, the miners, mine laborers and all other parties involved must continue to work pending investigation and until final decision has been reached, but where miner, miners, mine laborer, or mine laborers, has or have been discharged by the Company, he or they shall not remain in the employ of the Company while his or their case is being investigated and settled. If a claim be made within five days where a man or men has or have been unjustly discharged, the case shall be dealt with according to this article, and if it is proven that he or they have been unjustly dealt with, he or they shall be reinstated. If claim is made for compensation for time lost, in cases where reinstatement has followed, it shall be left to the Joint Committee to decide what amount, if any, is to be paid.

(E) Any breach of this agreement by any of the parties hereto is not to void the said agreement, but same is to continue in full force and effect. It is not intended, however, by this subsection, to abridge the right of the men to suspend work after final settlement as herein provided, if any operator or operators refuse to be bound by any decision given against them under this article.

New Work

Whenever any new work arises, a price for which has not been provided for in this agreement, on the request of the Company or the miners, the Joint Committee of the Western Coal Operators' Association and District No. 18 of the United Mine Workers of America shall meet within thirty days after the said request and arrange a price. Meantime, and until such price has been arranged, all men shall be paid upon the day wage scale.

Hours of Work

It is understood that nothing herein shall be held to afford any ground against the enactment of legislation respecting hours of labor in the province of Alberta.

Contract Mining Rates

There shall be added a five per cent. increase on contract mining rates at the following mines: No. 9, Coal Creek; No. 3, Michel, Lundbreck and Canmore. (See Schedule A.)

Outside Labor

There shall be added an increase of twenty-five cents per day to all \$2.00 rates, and an increase of five per cent. to all rates of \$2.50 and over. (See Schedule B.)

Inside Labor

There shall be added an increase of 25 cents a day to drivers, tail rope riders and hoist men. (See Schedule C.)

At Bankhead, Canmore, Lundbreck and Lille there shall be added an increase of five per cent. to all other transportation men, and those connected with the handling of coal, this increase being given on account of the longer hours of work at those mines. (See Schedule D.)

SCHEDULE A

MINING RATES.

Coal Creek, No. 9 Mine: 52½c per gross ton.

Michel, No. 3 Mine: 57¼ " " "

Lundbreck Mine:

Main & counter gangways, 63c per cubic yd.

Angle work.....57¼ " " "

Canmore Mine:

No. 1 Seam—Breasts..\$5.77½ per lineal
yard.

Pillars..... 6.30 per lineal yd.

Skips.... 2.62½ " "

No. 2 Seam—Breasts.. 1.05 " "

for each foot in
the thickness.

Pillars.... 1.31¼ per lineal
yard, for each foot
in the thickness.

Skips..... .52½ per lineal
yard, for each foot
in the thickness.

No. 3 Seam—Breasts... 5.77½ per lineal
yard.

Pillars... 6.30 per lineal yd.

Skips..... 2.62½ " "

No. 4 Seam—Breasts..	6.30	per	lineal	yd.
Pillars...	6.30	"	"	"
Skips ...	3.15	"	"	"

SCHEDULE B

	Per day.	Hrs.
Bottom man.....	2.62½	10
Slate picker boys.....	1.25	10
Slate picker men.....	2.25	10
Car oiler men.....	2.25	10
Car oiler boys.....	1.50	10
Tally boys.....	1.25	10
Teamsters.....	2.62½	10
Blacksmiths.....	3.67½	10
Blacksmith helpers.....	2.62½	10
Carpenters.....	3.67½	10
Carpenter helpers.....	2.62½	10
Power house engineers.....	3.67½	12
" " " ".....	3.15	8
Fan men.....	2.62½	12
Hoisting engineer.....	2.89	8
Tail rope engineers.....	3.36	8
" " " ".....	3.67½	10
Box car loader engineer.....	3.15	10
Tipple engineer.....	3.15	10
Locomotive engineer (outside)..	5	10

Locomotive engineer, helper or switchman	2.75	10
Firemen	2.62½	8
“	3.67½	12
Railway car handler (men)	2.36	10
Tipple dumper (men)	2.62½	10
Tipple dumper (boys)	1.50	10
Car repairers	3.15	10
Breaker engineer	3.15	10
Fan fireman	3.15	12
Lampman (depending on num- ber of lamps and skill of man	\$2.25 to 3.15	12
Lampman	\$2.25 to 2.62½	8
Machinist	\$3.15 to 3.67½	10
Machinist helper	2.62½	10
Ashman	2.25	10
Ashman	2.62½	12
Wiper (man)	2.62½	12
Coupler (man)	2.25	10
Coupler (boy)	1.50	10
Breaker oiler	2.62½	11
Washer or tipple oiler	2.62½	11
Breaker picker boss	2.62½	10
Timber framer (men)	3.15	10
Box car shovellers (men)	2.62½	10

Breaker platform boss.....	2.62½	10
Breaker platform men.....	2.36	10
Breaker screen men.....	2.25	10
Rock bank (men).....	2.25	10
Dirt bank (men).....	2.25	10
Finisher after box car loader..	2.25	10
All other outside labor	2.25	10

BEE HIVE COKE OVENS.

Levelling and drawing (6 ½ ton charge)..	\$1.00
Levelling and drawing (5 ton charge)...	0.80
Loading into box cars (over 200 tons per month).....	0.17
Loading into box cars (less than 200 tons per month).....	0.16
Steam locomotive engineer...	3.15
Motormen.....	2.89
Larrymen.....	2.25
Plasterers.....	2.25
Carters and cleaners.....	2.25
All other laborers (10 hours).....	2.25

All charges to be large or small, at the discretion of the Coke Oven Superintendent.

BELGIAN COKE OVENS.

Ram engine men	\$3.15
Chargers.....	2.62½
Clayers.....	2.62½
Drawers.....	2.62½
Loaders.....	2.36

BRIQUETTE PLANT.

	Per day.	Hrs.
Engineer.....	\$3.67½	12
Briquetter.....	3.78	12
Briquetter helper....	3.15	12
Tar melter.....	2.62½	12
Laborer.....	2.62½	12

SCHEDULE C

	Per day.	Hrs.
Drivers.....	\$2.75	8
Drivers in wet places.....	3.00	8
Hoist men.....	\$2.75 to 3.00	8
Rope riders.....	2.75	8
Main and tail rope riders.....	3.00	8

SCHEDULE D

Couplers (men).....	2.62½	8
Couplers (boys).....	1.57½	8
Pushers.....	2.62½	8

Loaders.....	2.62½	8
Buckers.....	2.62½	8
Locomotive engineers or motor- men.....	2.89	8
Locomotive switchers or motor- men helpers.....	2.62½	8
Cagers.....	2.62½	8
Cagers in shaft.....	3.00	8

The schedule rates under this agreement are to be the minimum rates paid, but nothing in this agreement shall be construed to prevent the Companies from paying higher rates should they so desire.

It is also understood that where higher rates have prevailed no reduction shall take place.

IN WITNESS WHEREOF the parties hereto have hereunto set the hands of their proper officers, this fourth day of May, 1907.

The Western Coal Operators' Association.

(Sgd.) G. G. S. LINDSEY, President.

(Sgd.) LEWIS STOCKETT, Vice-President.

(Sgd.) O. E. S. WHITESIDE, Asst. Sec.

The Pacific Coal Company, Limited.

(Sgd.) LEWIS STOCKETT, Gen. Manager.

The H. W. McNeill Coal Company, Limited.

(Sgd.) W. F. McNEILL, Vice-President.

The Breckenridge & Lund Coal Co., Limited.

(Sgd.) JOHN BRECKENRIDGE, President.

The West Canadian Collieries, Limited.

(Sgd.) O. E. S. WHITESIDE, Gen. Man.

The Canadian-American Coal and Coke Company, Limited.

(Sgd.) S. M. MOORE, Gen. Manager.

The International Coal and Coke Company, Limited.

(Sgd.) H. N. GALER, Vice-President.

The Crow's Nest Pass Coal Company, Ltd.

(Sgd.) G. G. S. LINDSEY, Gen. Manager.

The United Mine Workers of America,
District 18.

(Sgd.) F. H. SHERMAN, President.

(Sgd.) JOHN R. GALVIN, Vice-President.

(Sgd.) J. A. McDONALD, Secretary.

(Sgd.) PETER PATTERSON, International
Board Member.

Witness: As to all signatures other than that
of the President of the Brecken-
ridge and Lund Coal Company,
Limited,

(Sgd.) W L. MACKENZIE KING.

Witness: As to the signature of the President
of the Breckenridge and Lund
Coal Company, Limited.

(Sgd.) LEWIS STOCKETT.

