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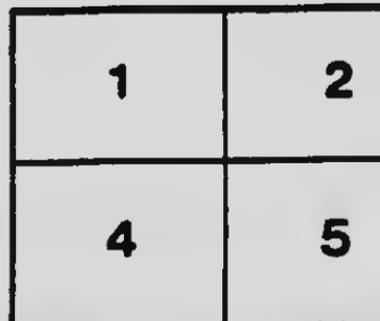
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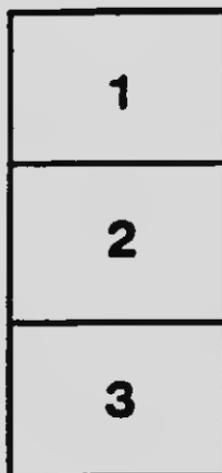
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NO. 188

# AGREEMENT

BETWEEN

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

AND

*Its Employees,*

*Represented by District No. Eighteen  
United Mine Workers of America.*



*F. P. A.  
12/10/06*

*Dated May 23rd, 1905.*

No. 188

# AGREEMENT

BETWEEN

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AND

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*Represented by District No. Eighteen  
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*Dated May 23rd, 1905.*



## AGREEMENT.

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This Agreement made this 23rd day of May, A. D., 1905:

Between—The Crow's Nest Pass Coal Company, Limited, hereinafter called "The Company" of the first part;

and

The employes of the Crow's Nest Pass Coal Company, Limited, as represented by the United Mine Workers of America, District No. 18, hereinafter called "The Men," of the second part:

Now this agreement witnesseth that for and in consideration of the several schedules attached hereto, and made part hereof, that is to say, schedules, A, B, C, D, and E, and of the mutual advantage of the parties hereto, it is agreed between the parties hereto as follows:

Article I.—This agreement shall cover all the mines, coke ovens and outside plant operated by the company at Fernie, Coal Creek, Michel and Carbonado, B. C.

Article 2.—It shall be understood and agreed that in any case where it may appear that a member of the United Mine Workers of America has not been fairly treated, the company will, through

its officials, meet a pit committee, appointed by the United Mine Workers of America, but before any of the men shall submit a grievance to the pit committee, he shall endeavor by personal application to the pit boss, to settle the matter, and no pit committeeman shall go around the mine for any purpose whatever, unless called upon to do so by the proper officials of the United Mine Workers of America.

It is understood that the pit committee is to meet the pit boss or mine manager, and endeavor to settle the trouble, but in case of their disagreement it shall be referred to the superintendent of the company, and the president of the local union, or such person or persons as he may designate to accompany or represent him; should they fail to agree, it shall be referred to the general manager of the company and the district president of the United Mine Workers of America for adjustment; should they fail to agree it shall be referred to either the president of the company, or the general manager of the company, and to the president, or a national board member of the United Mine Workers of America. Meantime in all cases, the miners, mine laborers, and other parties involved must continue at work, pending an investigation and adjustment, and until a final

decision is reached in the manner above set forth; provided always that in the event of neglect or failure to reach a unanimous decision within one month after the reference to the president or general manager, and the president of the United Mine Workers of America, of national board member, the men shall be at liberty to suspend or cease work, if they so wish.

In addition to the examinations allowed by the Coal Mines Regulations Act, the pit committee above referred to shall have access to the mines from time to time to make examinations for the purpose of investigating any dispute that may occur between the officials of the company, and the men employed in the mine.

Article 3.—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 4.—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 5.—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 employes, 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 employes, 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 6.—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 7.—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 8.—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 9.—In case an employe 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 10.—When any employe 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 employe whose absence would cause any stoppage of work must before absents himself from work, properly arrange with the pit boss for such absence, otherwise he may be discharged.

Article 11.—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 12.—The company will deliver all timbers as near the working face as possible, or at the mouth of the room.

Article 13.—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 14.—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.

Article 15.—This agreement shall become effective on the first day of June, 1905, and shall terminate on the 31st day of March, 1907, it being understood and agreed that the parties hereto will meet in conference sixty days prior to the expiration of this agree-

ment, to discuss a renewal thereof.  
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. F. SHERMAN,  
President.

PETTR PATERSON,  
J. SEVERNS,  
JOHN S. LAURENSEN,  
THOMAS BRIGGS.

Witnessed the above Signatures:

D. DAVIES.  
A. M. YOUNG.

## Schedule Referred to in Foregoing Agreement.

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Schedule A.—The Crow's Nest Pass Coal Company, Ltd., will pay the following rates for mining and yardage to the underground employes 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. Crosscuts between levels \$1.00 per lineal yard. Room crosscuts, 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. Crosscuts between levels \$1.50 per lineal yard. Room crosscuts, 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. Crosscuts between levels, \$2.00 per lineal yard. Room crosscuts, 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. Crosscuts between lev-

els, \$1.50 per lineal yard. Room crosscuts, no tracks, 50 cents per lineal yard.

No. 9 Mine—Mining rate—50 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 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 crosscuts, ten feet wide, seven feet high, \$10 per lineal yard.

Turning roadways—\$5 each.

Cogs—\$1 each three feet square, increasing 32 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 employes 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. Crosscuts between

levels, \$1 per lineal yard. Room crosscuts, no tracks, 50 cents per lineal yard.

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

Yardage—Levels and parallels \$2 per lineal yard. Crosscuts between levels, \$2 per lineal yard. Room crosscuts, no tracks, 50 cents per lineal yard.

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

Yardage—Levels and parallels, 10 1-2 feet wide, \$2.40 per lineal yard. Levels and parallels 13½ feet wide, \$2.00 per lineal yard. Room crosscuts, no tracks, 50 cents per lineal yard.

No. 3 Mine—Mining rate—55 cents per gross ton.

Yardage—Levels and parallels, \$1.75 per lineal yard. Crosscuts between levels, \$1.75 per lineal yard. Room crosscuts, 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 employes of Carbonado mines, effective June 1st, 1905:

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

Yardage—Levels and parallels, \$1.00 per lineal yard. Crosscuts between levels, \$1.00 per lineal yard. Room crosscuts, 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 for dockage from, their employes 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 materials 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 suspension to follow continued repetition.

Shift-men 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 .....	3.00
Brattice men .....	3.00
Brattice men helpers .....	2.50
Timber men.. .....	3.00
Timber men helpers .....	2.50
Driver boss .....	3.00
Drivers .....	2.50
Tracklayers .....	3.00
Tracklayers' helpers .....	2.50
Miners .....	3.00
Miners, in wet places .....	3.50
Rock Miners .....	3.50
Motormen .....	2.75
Motormen helpers .....	2.50
Hoist men .....	2.75
Rope riders .....	2.50
Couplers .....	2.50
Pushers .....	2.50
Laborers .....	2.50

Timber handlers .....	2.75
Switch Boys .....	\$1.25 to 1.50
Door boys .....	1.00
Pumpmen .....	2.50

Shift-men aboveground:—

..... Dumper (10 hours).....	\$2.50
Slate pickers (10 hours) .....	2.00
Slate pickers, boys (10 hours) ...	1.25
Car ollers (10 hours) .....	2.00
Car ollers, boys, (10 hours).....	1.50
Tally boy (10 hours).....	1.25
Teamsters (10 hours) .....	2.50
Blacksmith (10 hours) .....	3.50
Blacksmiths helpers, (10 hours)..	2.50
Head Carpenter (10 hours).....	3.50
Car repairiers (10 hours) .....	3.00
Carpenters helpers (10 hours)....	2.50
Power house engineers (8 hours)..	3.00
Power house engineers (12 hours).	3.50
Fan men (12 hours) .....	2.50
Holst men (8 hours) .....	2.75
Box car loader engineer (10 hrs.)..	3.00
Tipple engineer (10 hours) .....	3.00
Electric Loco. engineer (8 hours).	2.75
Elec. Loco. engineer helper (8 hrs.)	2.50
Firemen (8 hours) .....	2.50
Railroad car handler (10 hours)..	2.25
Car trimmers (10 hours) .....	2.50
All other outside laborers (10 hours) .....	2.00

Schedule E.—The Crow's Nest Pass Coal Company, Ltd., will pay the following rate to its coke oven employes, effective June 1st, 1905:

Levelling and drawing (6 1-2 ton charge per oven) .....	\$1.00
Levelling and drawing (5 ton charge per oven) .....	.80
Loading (when over 200 tons a month loaded) per ton .....	.17
Loading (when 200 tons or less a month loaded) per ton .....	.16

All charges to be large or small at the discretion of the coke oven superintendent.

Locomotive engineer .....	\$3.00
Larrymen .....	2.00
Plasterers .....	2.00
Carters and cleaners .....	2.00



