THE MINERS' CASE and THE PUBLIC INTEREST

A DOCUMENTED CHRONOLOGY

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INTRODUCTION

THE Department of Industrial Studies of Russell Sage Foundation is engaged in a study of developments in labor-management relations in the United States from 1929 through 1945. Under the working title, "Industrial Relations and Living Standards," the study is a record of the interrelations of unions, management, and government in the changing social economic environment of that period. The method of research has been to make a chronology of important events and episodes, to select and arrange the documents associated with them, and to analyze the social economic problems emerging in the course of this current history of human relations in industry.

While subsequent to the period selected for this analysis, events in the year 1946 in the relationships of labor, management, and government proved to be too important to exclude. Especially conspicuous in the year's history was the dispute between operators and miners in the bituminous-coal industry. Beginning in the failure of negotiations in the spring to achieve the usual collective agreement, followed by a nationwide stoppage of work and by seizure of mines by the President of the United States in May, 1946, acting under wartime powers, the episode culminated in November in an injunction issued by a federal court. As long ago as 1932, Congress had enacted the anti-injunction law which forbade a federal court to issue an injunction in a labor dispute. This action fourteen years later, by a court acting on petition of the federal government, therefore came as a shock to the trade unions and to many citizens who had believed that such use of an injunction had been definitely and finally outlawed. Finally, in March, 1947, the Supreme Court of the United States announced its decision upholding this resort to the injunc-

tion process. As a dissenting member of the Court declared: "The dispute, however, survives the seizure and is still very much alive. And it still retains its private character, the operators on the one side and the coal miners on the other." [1]

Continuing its method of research in this area, the Department of Industrial Studies prepared a chronology of the whole episode and collected the related documents. The intention at first was to use the collection in the Department's history of industrial relations. Because of the continuing importance of the issues involved, however, it has seemed wise to make the information available as research materials for those who wish to study the case and its implications for future policy. Background for the materials here presented is afforded by a fairly long series of studies of human relations and conditions in the mines. Since 1919 the Department has been more or less continuously interested in this basic industry, especially in its problems of fluctuations and instability in production and employment; in its hazards to life, through explosions as related to increasing mechanization and technological change; and in the constructive development and administration of collective agreements as affecting wages, hours, safety, and working conditions. Several publications [2] have resulted from this interest. One of these, The American Miners' Association, describes the first national miners' union, organized in Illinois in the year when Abraham Lincoln became President. The problems and programs of the miners' union in those days are easily recognizable as characteristic of mining today, despite all the new issues raised by mechanization and the new technology. These new issues are faced by men fully aware of the long his-

[1] Justice Murphy in minority opinion, Document No. 13, p. 90.
[2] See Previous Studies, p. 92.

tory of unionism in their industry. The public cannot wisely evaluate the present without taking account of the past and its impress upon the attitudes and relationships of both operators and miners.

The strike which led to seizure of the mines by the President in May, and the further stoppage of work in November, which resulted in the injunction, had aroused great public excitement. The occurrence of a congressional election in the midst of the dispute in the autumn of 1946 undoubtedly increased the number of proposals for ending strikes by legislation and curtailing the power of labor leaders. In the excitement the tendency was to overlook the fact that both these strikes in the bituminous-coal industry had resulted from failure of operators and miners to agree on a new contract setting terms and conditions of work. Before evaluating proposals for preventing such stoppages of production in the future, it would seem wise to examine the issues on which the two sides disagreed.

If strikes are to be prevented, it may be said, paradoxically, that it is not strikes which should claim first attention, but failure to achieve collective agreements making possible satisfactory production, which should be the primary concern of the public in considering a national policy with reference to labor disputes. Such concern goes behind the drama of a strike, with its inconvenience to the public, and its dangers in our closely interdependent system of production, and penetrates to the conditions of the job, the economics of the industry, and the standards of living of the worker in the community. What the workers say they want, and what they are willing to strike for, what the operators say, and what the facts show as basic for the positions of each of them, constitute information needed for understanding. Both the chronology and the

documents provide answers to questions like these, insofar as they arose explicitly in the episode of 1946-1947.

What, then, were the things that the miners wanted, to which operators would not agree?

At the very beginning of the chronology it is shown that operators protested to the Secretary of the Interior that the agreement signed by the Secretary, as Coal Mines Administrator, and by the president of the United Mine Workers, was objectionable to them, specifically because it called for mandatory powers for the United States Bureau of Mines to enforce its safety code, coupled with power given to miners' safety committees to deal with dangers encountered at work. Other objections related to mandatory overtime pay, and administration of the miners' Welfare and Retirement Fund, newly incorporated in the agreement. In the main, these were also the subjects of disagreement in negotiations in the spring, when failure to adopt a new contract caused a stoppage of work, leading to seizure of mines by the government.[1]

It is, in fact, the collective agreement [2] and the proposals for its revision which call for careful study by those who wish to have a constructive and responsible opinion on public policy with reference to the bituminous-coal industry. Unusual features were embodied in it, related to safety in the mines, and provisions for health and welfare, new in the long history of collective bargaining in mining. In both of these areas the union took the initiative in strengthening or establishing provisions commonly believed to be the responsibility of the public through labor legislation and social insurance. These responsibilities, however, have not hitherto been adequately fulfilled by legislation to protect miners.

1 Document No. 5a, pp. 57-58.

2 Documents No. 1, pp. 41-46; and No. 8b, pp. 78-80.

It may come as a surprise to many that the United States Bureau of Mines does not have legal power to enforce the recommendations of its inspectors.[1] Not until 1941, in the mine inspection act, did Congress give to officials and employes of the Bureau even the authority to enter any mine without consent of the owner or operator. Especially important therefore was the provision of the collective agreement of 1946 for a Mine Safety Program. The program included a Federal Mine Safety Code, to be issued by the director of the Bureau of Mines, and provision for mine safety committees to co-operate in detecting violations of the code. The agreement gave the Coal Mines Administrator power to take action against the operating manager, if correction of violations should be delayed. The Mine Safety Committee, whose members would be paid by the union during performance of their committee duties, was given authority to require the manager to remove mine workers from an unsafe area in which the Committee "believes that immediate danger exists."

The Health and Welfare Program,[2] which was also elaborated in the agreement, included a Welfare and Retirement Fund and a Medical and Hospital Fund. The Welfare and Retirement Fund would be created by payment by operators of 5 cents per ton, and would be administered by three trustees, one appointed by the Coal Mines Administrator, one by the president of the United Mine Workers, and the third chosen by these two. The fund would be used to make payments to miners and their dependents and survivors, to meet needs resulting from sickness or temporary disability, from permanent dis-

[1] See Preventing Fatal Explosions in Coal Mines, pp. 127-129, listed in Previous Studies, p. 92.

[2] For the union's defense of this program, and the operators' objections to it, see text of their respective statements, Documents No. 4a and b, pp. 53-56.

ability, death, or retirement, or for "other related welfare purposes."

The Medical and Hospital Fund represented a continuation and reorganization of the familiar use of wage deductions for medical and hospital care. Hitherto these funds from the miners' wages have been handled by operators. Under the new plan, the fund would be administered by trustees appointed by the president of the United Mine Workers. These trustees would have full authority to arrange for health services and to administer them. Only first-hand knowledge of the lack of adequate provision for medical and health services in mining communities can make possible true evaluation of the reasons why control of these funds is considered by the miners and their families to be so vitally important.

Closely allied was another unusual provision, calling for a survey of medical and sanitary facilities to be made by the Coal Mines Administrator, covering medical care and sanitary and housing conditions in coal-mining areas. The purpose was to develop community conditions and housing which would conform to "recognized American standards." [1]

[1] Coal Mines Administration, A Medical Survey of the Bituminous-Coal Industry. Government Printing Office, Washington, 1947. The report, issued in March, 1947, after the Supreme Court decision in the miners' case, is a comprehensive document, containing detailed recommendations which in themselves reveal the deficiencies found in housing, sanitation and public health, industrial medicine and hygiene, and general medical services and hospitalization in the communities where the bituminous-coal miners live. The director of the Survey, Rear Admiral Joel T. Boone, of the United States Navy, makes the following statement in his Foreword:

"The conclusions that were evolved from the factual information obtained by the Medical Survey Group point, unfortunately, to many serious deficiencies in the lives of the people employed in bituminous-coal mining. That these deficiencies are sufficiently serious and sufficiently widespread to merit the need for reforms is the composite opinion of all persons associated in the Survey. The adverse conditions reported with respect to some places are familiar to numbers of people, since they have existed for some time; but time continues to aggravate and augment the gravity of the situation, making corrective action more imperative than ever before." (p. ix)

On the subject of wages and hours, which is of course of primary importance in every collective agreement, the text mentions only certain details, such as rate of increase per day. But the agreement actually covered much more, in that it specifically carried over previous agreements effective from 1941 to 1945, and all the various district agreements which customarily follow adoption of a contract after national negotiations. The notable feature in the area of wages and hours was the carrying forward of the 1945 agreement, which had been recognized as the first truly national wage contract for the coal mines. While it continues to be necessary to make certain local and regional adaptations of general national standards, the effort of the United Mine Workers through the years has been to eliminate what they regard as unfair differentials, resulting in lower pay in certain regions of the country. From the miners' point of view, these have been sources of instability in an industry so overdeveloped as coal, with more mines in operation than are needed for normal requirements. A national standard to prevent competitive lowering of wages may be said to have been for years a prime objective of the United Mine Workers.

Such an objective is not without its benefits in stabilization of the industry, with consequent advantage for operators and for the public. The dispute of 1946 and the documents connected with it do not give explicit emphasis to this continuing problem of instability and fluctuations in employment; but it is necessary to mention it, because it is in the background of all labor-management relations in the industry. Appended to the documents [1] is a table showing average number of days worked, along with other data on production of coal from 1936 to 1945, and for the

[1] See p. 91.

comparable period from 1916 to 1920, including the First World War. It is significant that the average number of days worked in a year reached a maximum of only 249, in 1918, for the earlier period, and that this was exceeded in only two of the recent war years, with 264 days worked in 1943 and 278 in 1944. These figures refer to actual days of operation of the mines, not to days of employment of individuals. Loss of time by men in the mines, through failure of the mine to operate, based on a potential year of 308 working days, thus amounted to 30 days in 1944, the year of maximum employment, and to 46 days, or a month and a half, in 1938. These figures must be kept in mind, in gauging the miners' drive for higher rates of pay and supplementary health and welfare funds to enable them to stabilize their standards of living throughout the working year. It should also be noted that, as the industry is geared to considerably less than capacity operation, a stoppage of work is not necessarily a curtailment of production; it may merely take up the slack in customary days of operation.

The production data to which reference has just been made reveal another fact of great importance as background in the program of the United Mine Workers. No country in the world has so high an output per man in the mines as the United States, or, in other words, so efficient and productive a body of coal miners. This productivity has been steadily increasing in the recent period. Already comparatively high during the period of the First World War, when it ranged from 3.77 net tons per man per day in 1917 to 4 tons in 1920, in the present period it rose from 4.62 tons in 1936 to 5.67 tons in 1944, and in 1945 to an all-time maximum of miners' productivity at the rate of 5.78 net tons.[1]

[1] See table, p. 91.

According to the United States Bureau of Labor Statistics,[1] output per man-hour in bituminous-coal mines had increased 29 per cent in 1945, as compared with 1938, while in the same period the man-hours required per ton decreased by 22 per cent. The unit labor cost, i.e., the amount of wages paid per ton, increased by 22 per cent, as compared with an increase of 58 per cent in "value per ton at the mine." The constantly increasing output per man per day, and the technological change which is a factor in it, raise many questions of wage adjustment, of which the miners are keenly conscious. These are all questions in which negotiations by representatives in a strongly organized national union seem to the workers to be a basic necessity for their work and their living standards.

In part because of rapid changes, both in methods and in output, miners today are more than ever intent upon maintenance of a strong union, with power to bargain collectively and to represent them in the day-by-day difficulties and grievances inevitably encountered in their work. Considerable light on what the miners want is given by the resolutions which local unions send to their national office for action in the conventions which precede negotiations. Analysis of resolutions [2] passed between July and September, 1946, in anticipation of the contract to be adopted on the return of the mines to the operators, shows that in the 1,447 topics covered in 1,360 resolutions wages and wage rates appeared 637 times; hours of work, 277; working conditions, 265; wage agreements, 123; and community conditions and community services, 145. On every one of these subjects, detailed economic and managerial problems

[1] U. S. Bureau of Labor Statistics, The Changing Status of Bituminous-Coal Miners, 1937-1946. Bulletin No. 882, p. 6. (Reprinted from Monthly Labor Review, August, 1946.)

[2] Document 8a, p. 67.

arise which give content to labor-management relations, indicating the great importance to the miner of an orderly procedure in collective bargaining and the embodiment of standard practices and conditions in collective agreements, with provision for their day-to-day administration. Because of the intense concern of the miners in all these directions, the habit embodied in the slogan, "No contract, no work," has become industrywide. For the failure to achieve an agreement embodying provisions for dealing with subjects obviously so important to the miners, the group of operators, especially those who opposed the mandatory safety code and the health and welfare program as subjects for collective bargaining, must share responsibility.

Many operators, especially in the states with longest experience in collective bargaining, have come to adopt the collective process as the most desirable procedure. It operates not merely at the time of negotiations for new agreements, but results in day-to-day administration, with special significance for an industry like coal mining. The miner's workplace changes day by day. Questions concerning payments to be made under new conditions constantly arise and call for adjustment. Dangers develop which could not be foreseen. Underground in a mine is precisely the place where orderly procedure for negotiation between the union's pit committee and management is needed and has indeed been practiced for many years.

In the Department's study, Labor Agreements in Coal Mines,[1] this detailed administration was described as it operated in the Illinois mines. With the coming of federal legislation granting and enforcing the right of collective bargaining, these collective agreements became practically

[1] Listed in Previous Studies, p. 92.

industrywide in the bituminous-coal industry, though always with provision for district and even local agreements recognizing special conditions but dealing with them in the light of standards nationally established. Though the operators are divided into two groups, northern operators and southern operators, nevertheless in the recent past they have joined together in national negotiations with the United Mine Workers.

Reviewing the demands put forward by the miners, and the attitude of the operators toward them, it seems clear that in this industry so long habituated to collective bargaining, nothing in the record presented any insurmountable difficulties. What happened was a lessening of responsibility for reaching agreement as between operators and miners, when under wartime powers it was possible for the federal government to end strikes by seizure of the mines, first in 1943 and again in 1946, actually nine months after the end of hostilities. Seizure of the mines, in reality, was not nationalization, nor even federal regulation or management. It was a device whereby agreement was made between the federal government and the union, while the operators continued as managers and owners, with their full prerogatives, except that the federal agreement established certain terms and conditions of employment. Under these conditions the federal administrator became a kind of chief personnel manager for the industry as a whole, but in the background was always the policy-making authority of owners and operators.

The role of the federal government in resorting to the injunction process is portrayed in the long correspondence between the union and the Coal Mines Administration,[1] followed by the court trial and sentence, and finally by the

[1] Summarized in Chronology.

decision of the United States Supreme Court.[1] Perhaps the most obvious comment to be made after examination of these materials is that the whole process in the courts had little relation to the realities confronting negotiators in the effort to formulate a collective agreement for the bituminous-coal industry at this time. All that the Supreme Court decision established, though with substantial and cogent dissenting opinions, was that, because in the opinion of some of the judges seizure of mines changed the status of bituminous-coal miners to that of employes for the government, the federal anti-injunction act did not apply during the period of government operation. With the return of the mines to the operators, the realities of labor-management relations in the bituminous-coal industry once more emerge as subjects for collective bargaining. The role of the federal government served merely to sharpen the issues involved in national labor policy in the postwar period, bringing to the fore the choice confronting the people of the United States, whether to discourage or encourage collective agreements and their orderly administration.

It is the purpose of this presentation of research materials to make available the facts necessary for wise public opinion. Certain obvious action is within the realm of public responsibility. Certainly it should be the will of the public that Congress should give mandatory powers to the Federal Bureau of Mines, and a sufficient appropriation to enlarge the force of inspectors to overcome the terrible hazards of explosions and other industrial accidents. Here, clearly, is an area for national standards through legislation.

[1] Document No. 13, p. 86.

Another large area related to health and social welfare as a public responsibility is found in the great need for improvement in housing, sanitary facilities, and medical care and treatment in mining communities. Provision for low-cost housing by federal legislation has never been extended to mining communities, though the need for public action is especially great in these localities, owned and administered as many of them are by a private company rather than by the community itself. Leaving housing to the good will of the individual operator has not resulted in satisfactory standards. Here also is a subject to which Congress should give attention.

At the same time, if within the industry a measure of self-government can develop to administer standards established by congressional action and to overcome deficiencies in public provision for health and welfare, it would seem to be a trend of great significance for the public interest. If under these circumstances Congress, with public support, should focus attention upon the danger of strikes and attempt to weaken the trade unions, this possibility of developing industrial self-government by collective agreements would be well-nigh destroyed. The coal-mining industry in the United States might come face to face with the serious problems abroad, where mining is no longer a tolerably attractive occupation, and production is restricted by shortage of labor. Even if the labor supply be adequate, the nation can scarcely hope for industrial peace if the opportunity and the obligation to reach agreement by joint negotiations are weakened. Satisfactory labor-management relations cannot be assured through assumption of responsibility by the federal government without power to change permanently the terms and conditions of employment. These continue to be estab-

lished by the responsible owners and operators, with such modification as results from the growth of workers' collective action.

Basic in human relations in industry is acceptance of the indispensable principle that *consent and co-operation* are essential to satisfactory production. As industry becomes more highly organized and workers are employed in large groups encountering common problems, consent necessarily becomes collective and tends to extend over an area as wide as the common interests involved. The guiding principle in national labor policy today, which emerges out of the history of our nation in labor relations, is clearly the necessity for establishing such procedures and instruments for negotiation and joint agreement as shall result in fulfilling the essential conditions for collective consent and co-operation in production. Toward understanding of this principle current events and past experience alike in the bituminous-coal industry contribute greatly.

June 3, 1947 MARY VAN KLEECK

CHRONOLOGY, 1946-1947

May 21 President Truman orders seizure of bituminous-coal mines for government operation under authority of the War Labor Disputes Act, following failure of joint conference of operators and miners to reach agreement on terms for new wage contract.

May 29 Strike ended by wage contract to cover period of government operation negotiated by President John L. Lewis for the miners and Secretary of the Interior Julius A. Krug for the government, signed in the White House in presence of President Truman.

May 30 Operators protest to the Secretary of the Interior that the new agreement is unfair and ruinous to the industry, complaining specifically against (1) mandatory adherence to the United States Bureau of Mines code of safety standards, (2) power given to miners' safety committees, (3) mandatory overtime pay necessitated by retention of nine-hour day, and (4) failure to give the operators a voice in naming operator member of the miners' welfare and retirement fund.

June 12 "In the public interest" and to assure "greater production of coal for essential needs," Coal Mines Administration and United Mine Workers jointly negotiate modification of Krug-Lewis agreement, reducing vacation period for 1946 to four days, Thursday, July 4, to Sunday, July 7, inclusive. The special agreement specifically provides that this modification shall in no wise affect payment of $100 "or proper proportions thereof to be paid by all operators to each individual."

June 13 Operators file suit in District of Columbia court to restrain the government from making an agreement with District No. 50 of the United Mine Workers of America, to cover mine supervisory and clerical employes.

June 25 Court denies operators' suit on supervisory and clerical employes; attorneys of Department of Justice and of United Mine Workers of America jointly seeking dismissal of suit.

June 27 Union protests both terms of order and unilateral action of June 25 by Coal Mines Administrator, interpreting vacation clause of Krug-Lewis agreement relative to pro-rata vacation payments. Union maintains that Administrator's bulletin directing operating managers to deny pro-rata vacation payments to those who have left their employ during qualifying period is in "direct violation of agreement," contending that where an employe has worked from June 1, 1945, to May 31, 1946, each company by which he has been employed owes him a proportionate share of $100, measured by full calendar months. Administrator is notified that district union officers are being requested, where vacation payments have not been made in compliance with this section of contract, to initiate a case or cases under grievance machinery of agreement and to have them adjudicated in compliance with its specific terms.

July 15 Official call sent to local unions for selection of delegates and submission of resolutions to 39th Consecutive (Scale and Policy) Convention of International Union, United Mine Workers of America, to convene at Atlantic City "the first Tuesday in October (October 1), 1946," as

previously determined at 38th Convention, in September, 1944.

July 29 Coal Mines Administrator puts into effect new and revised federal mine safety code to supplant preliminary code promulgated June 26, after eight weeks of negotiations during which the operators protested application of any federal safety code. Coal Mines Administrator sets up railroad weights as basis for computing operators' tonnage payments to miners' welfare and retirement fund. Miners had sought application of tipple weights, before cleaning and screening of coal.

Aug. 6 Dispute involving pro-rata vacation payments referred to impartial arbitrator under Illinois district agreement, for decision.

Aug. 19 Vice-Admiral Ben Moreell, Coal Mines Administrator, calls conference of miners and operators to negotiate agreement to replace Krug-Lewis agreement and bring about return of the mines to private ownership.

Aug. 31 Arbitrator under Illinois joint agreement makes award upholding miners' contentions on question of pro-rata vacation payments.

Sept. 13 Joint wage conference of operators and miners called by Coal Mines Administrator adjourns after three-day session, to reconvene subsequent to the United Mine Workers convention scheduled for October 1. Operators split in conference. Southern operators oppose inclusion in the agreement of (1) United States Bureau of Mines safety code, (2) health and welfare fund, and (3) unionization of supervisory and clerical workers. Northern

operators ready to accept these proposals as basis for negotiations. Mr. Lewis takes the position that he has waited in vain since March 12 for a "firm offer" from the operators and is still waiting for an agreed proposal from them. He has no demands or proposals to offer to the conference. The union prefers an agreement with operators; was not consulted when the government seized the mines, and is agreeable to their return to private ownership at any time, the next day, if the government wishes; and does not favor government operation. (The conference was never reconvened.)

Sept. 30 Vice-Admiral Moreell resigns (on reaching Navy retirement age), and Capt. N. H. Collisson, also of the Navy, is named in his stead as Coal Mines Administrator.

Oct. 4 Convention of United Mine Workers of America in Atlantic City takes stand for a national wage agreement as against bargaining with separate operator groups; votes to reopen the Krug-Lewis agreement for "basic improvements"; and directs the Miners' Policy Committee to prepare proposals for the following changes: Improvement of welfare and retirement fund; increased wages and adjustment of hours; proper adjustment of the questions affecting supervisory and clerical employes; adjustment of vacation, holiday, and severance compensation; "and other matters."

Oct. 19 In meeting with President Lewis, Secretary Krug refuses to yield to the miners' demands relating to the Coal Mines Administrator's interpretations of vacation payments, and of the basis for computation of operators' payments into the miners' welfare and retirement fund.

Oct. 21 President Lewis in letter to Secretary Krug reminds him that on October 19 "you in conference with me again refused to correct unilateral misinterpretations you have heretofore issued of the Krug-Lewis agreement." These, continued Lewis, and "other similar unilateral misinterpretations constitute a 'breach' of the agreement." Citing relevant portions of the agreement and also declaring that "significant changes in the Government wage policy have occurred," [1] Lewis serves formal notice to reopen agreement and proposes a conference on November 1 for the "purpose of negotiating new arrangements affecting wages, hours, rules, practices, differentials, inequalities, and all other pertinent matters affecting or pertaining to the bituminous coal industry."

Oct. 22 Secretary Krug, on a tour in the West on official business, in telegram to Lewis denies that government has breached any part of the existing contract or that the agreement provides for any reopening to negotiate wages and hours, contending that the "contract covers wages, hours and working conditions during the period of government operation." Capt. Collisson, Coal Mines Administrator, in letter to President Lewis, asserts that there is no way of reopening the contract; disputes concerning its meaning should be taken up and arbitrated. Lewis replies to Krug by wire: "Failure on your part to honor this meeting [of November 1] will constitute another breach of the contract and will void the Krug-Lewis agreement." The Coal Mines Administrator indicates that he will apply to all bituminous districts the Illinois arbitrator's award on pro-rata vacation payments. Operators protest such action by Coal Mines Administrator as "appeasement," declaring the arbitrator to be "not qualified."

[1] See Agreement, 1945, Document No. 2, sec. 15, p. 47, and Agreement, 1946, Document No. 1, sec. 1, p. 41.

Oct. 23 Washington press dispatches indicate that President Truman will decide the dispute between Krug and Lewis after advising with the Cabinet.

Oct. 26 Justice Department begins examination of the Krug-Lewis agreement to determine who is right about its provisions.

Oct. 28 President Truman announces that there will be no coal strike. Secretary Krug, still in the West, wires Lewis to meet in official conference with Capt. Collisson and associates on November 1. Lewis agrees to keep the agreement in effect during negotiations. Administration appears to be embarrassed by political implications of the coal dispute, and its possible effect on approaching elections.

Oct. 29 Attorney General Tom Clark, in opinion on the Krug-Lewis agreement, rules that Lewis was right and Krug wrong; the mine workers have the right to ask reopening of agreement. President Truman announces his agreement with Attorney General's opinion, following conferences with White House advisers on current political situation. News dispatches indicate that Secretary Krug's office is not in accord with the Attorney General's opinion. Secretary Krug has not yet returned to Washington, and was not consulted on Clark's decision.

Oct. 30 Coal operators "shocked" at government's decision to reopen agreement. Capt. Collisson announces the conference to begin on November 1:

> We are ready to talk with Mr. Lewis at any time on any subject concerning the miners, their wages and conditions of work. We will reserve the final decision until we know the position of the union. . . . This is a matter of free collective bargaining where both sides have their hands on top of the table. Further than that we cannot go in advance of the conference.

Oct. 31 Capt. Collisson announces extension to all bituminous mines of terms of the Illinois arbitrator's award involving retroactive pay for vacation periods. National Coal Association characterizes action as "unwarranted and illegal."

Nov. 1 Miners' committee of three begins sessions with Capt. Collisson; conference marks time, in absence of Secretary Krug in the West. No statements given out on progress made in session. Secretary Krug and John R. Steelman, the President's labor adviser and Director of Reconversion and Stabilization, named to represent the President in the negotiations. Operators Negotiating Committee fires broadside at "the spectacle of a few powerful politicians" making decisions involving highly important matters "without consulting the owners of the mines." Operators object strongly to participation by Steelman for the government, charging bias.

Nov. 5 Election Day.

Nov. 7 By mutual agreement, sessions of joint conference are adjourned until November 11. No progress has been made in absence of Secretary Krug. President Lewis calls heads of the union in the 30 bituminous-coal districts to Washington for consultation.

Nov. 9 Presidential Executive Order 9801 restores unrestricted collective bargaining on wages, by abolition of all wage and salary controls in effect under "the provisions of the Stabilization Act of 1942, as amended, including any Executive Order or regulation issued thereunder. . . ." [1]

[1] Document No. 9, p. 80.

President's general price decontrol order, issued the same day, frees coal prices and initiates policy of gradually eliminating wartime ceilings on prices of consumers' goods.

Nov. 11 President Lewis in wage conference presents to Secretary Krug, in the Secretary's first appearance in the sessions, the miners' proposals for wage increases and other modifications of the Krug-Lewis agreement.

Nov. 13 Secretary Krug meets with operators' committee: Charles O'Neill, of the Northern operators; Ezra Van Horn and Edward R. Burke, of the Southern operators; George Campbell, of the Illinois operators; and Harry M. Moses, of the captive-mine operators of the steel industry and other industries owning their own mines.

Nov. 14 Secretary Krug in a letter tells President Lewis "your proposals are of such a fundamental nature" that they should be directed to the mine owners rather than to the government, "which is only the interim custodian of these properties." The Secretary makes proposal to arrange such a conference, and for the interim to continue the Krug-Lewis agreement for a maximum period of two months. During the first month of this period the situation is to be held in status quo, without retroactive wage changes; if no agreement should be reached the first month, any wage adjustments thereafter agreed upon will be retroactive to December 16, 1946. If no agreement has been worked out by January 16, 1947, the mines are to be returned to owners, "and normal operation of economic forces would then prevail in the industry." The operators, says the Secretary, have agreed to accept this arrangement. The Coal Mines Administration, continues the Secretary's letter, has always taken the position that the

Krug-Lewis agreement could be modified only by mutual consent, or by petition under section 5 of the War Labor Disputes Act. "I am informally advised by the Attorney General of the United States that this interpretation of the contract is correct." [1]

Nov. 15 In reply to Secretary Krug, President Lewis, reviewing negotiations to date, rejects "a sixty-day freeze of existing conditions on terms which you first negotiated with the operators." The mine workers have an agreement with the government, and "do not propose to deal with parties who have no status under the contract." Lewis then serves formal notice on Secretary Krug that the contract will expire at midnight on November 20, and transmits a copy to all local unions.

Secretary Krug, in a second letter to Lewis, advises that Lewis has no power under the agreement of May 29, or under the law, by unilateral declaration to terminate the contract, which by its terms "covers for the period of government possession the terms and conditions of employment." Since his letter of November 14, the Secretary writes, he has received from the Attorney General "a formal opinion which rules that you are without power to terminate the contract with the government." [2]

Following a round of conferences with John R. Steelman, and with Secretary Krug, and after a meeting of the Cabinet, President Truman announces his belief in the

[1] Cf. previous opinion of Attorney General on this point, in Chronology, Oct. 29.

[2] Louis Stark, in his account of these developments in the New York Times of November 16, says Lewis "insisted that before he would go into conference with the operators they would have to accept the terms of the Krug-Lewis contract as a starting point." The operators demurred, particularly the Southern group, led by former Senator Edward R. Burke, whose associates "balked at accepting the welfare fund, the Coal Mines Administrator's decision to enforce Federal safety regulations, and the Administrator's ruling on unionization of foremen."

fairness of Secretary Krug's proposal to President Lewis, and that its acceptance by the union "will satisfy the desire of 140,000,000 Americans for industrial peace and continued production in the soft coal mines."

Nov. 16 "High" government officials are reported to hold opinion that President Lewis could not be successfully prosecuted under the War Labor Disputes Act, in the event that the miners walk out. President Lewis maintains silence. Soft-coal supplies are "frozen" by Secretary Krug in his capacity as Solid Fuels Administrator.

In a long night conference in the White House, attended by the President, Secretary Krug, Attorney General Clark, and Clark M. Clifford, special counsel to President Truman, decision is reached to inaugurate an uncompromising fight against Lewis, by action in the courts, by presidential appeals to the miners, and by any other means necessary to bring about capitulation.

Nov. 17 Announcement is made that the President has directed the Attorney General "to fight John L. Lewis on all fronts." Attorney General, in Sunday conference with his staff, is reported to be considering feasibility of a "declarative judgment" in the courts, to restrain President Lewis from further indicating that the Krug-Lewis agreement will expire on November 20. Coal Mines Administrator issues orders "to the operating manager for the United States" at every mine to keep the mine open and to post notices asking all miners to continue at work.

Nov. 18 On application of Attorney General Clark, Judge T. Alan Goldsborough, of Federal District Court of the District of Columbia, issues temporary restraining

order directed against President Lewis and all officers and attorneys of the union, enjoining them from "continuing in effect the notice" indicating that the Krug-Lewis agreement will expire on November 20, and "from breaching any of their obligations under the Krug-Lewis agreement." Hearing set for November 27. Office of Defense Transportation orders 25 per cent reduction in railroad passenger transportation service performed by coal-burning locomotives.

Nov. 19 President Truman, on vacation in Florida, instructs Department of Justice to push citation for contempt of court if strike is not called off. In nine states 80,000 miners are out.

War Department issues statement:

"1. Upon call of the Federal Coal Administrator, the War Department is prepared to cooperate fully in meeting the requirements set.

"2. To date no call has been received."

Civilian Production Administration announces government preparing for lighting "brownouts" and rationing of electricity and manufactured gas. Co-operation of Governors of states sought. Acting Secretary of State Dean Acheson tells news conference that cutting off supply of export coal to Europe would "affect our relations with other countries and their rehabilitation." Fears expressed in Washington that mine shut-down would have immediate adverse effect on automobile industry.

Nov. 20 President Lewis confers with attorneys; makes no public statement. "Some officials" of Attorney Gen-

eral's office reported to be "taken aback" at failure of Lewis to obey the Court's order. Both American Federation of Labor and Congress of Industrial Organizations condemn government's resort to injunctive process in labor dispute. William Green, president of AFL, declares: "Neither troops with bayonets, nor court injunctions, nor incarceration of miners or their representatives in jail can serve to produce one single ton of coal." Government prepared to place speedy embargo on all but essential freight shipments, with progressive tightening of restrictions. Heavy losses by industry anticipated. Pennsylvania Public Utility Commission to appeal to gas, electric, water, and transportation companies throughout the state to conserve and ration power. Illinois Commerce Commission ready to issue "brownout" orders when requested by public utilities or federal government. Railroads into Chicago area curtail service to conserve fuel. New York Stock Exchange prices drop for fifth consecutive day. In 12 states 140,000 miners are out.

Nov. 21 Walkout of bituminous miners effective previous midnight. John L. Lewis and "the United Mine Workers of America" ordered to appear in court on November 25 for contempt trial. Order to embargo all but essential rail shipments ready for President's approval. Some cities put "dimouts" into effect. "Drastic" reductions in passenger service announced by nation's railroads. It is estimated that prolonged coal strike would throw 25 million workers out of employment, by disrupting industry generally. Capitol dome "blacked out" and federal buildings throughout country ordered to reduce heating temperature to maximum of 68 degrees where coal is used. "Year's low mark" neared in New York Stock Exchange prices.

Nov. 22 Civilian Production Administrator orders "drastic" curtailment of consumption of electric power to conserve coal. Washington press dispatches report overtures by union officials to operators of captive mines, looking toward negotiations to settle differences. The New York Times reports Wall Street

almost the only spot in the nation to hold out hope for a quick settlement of the struggle between the Government and John L. Lewis over the operation of the bituminous coal mines, and in many respects was more outspoken in its opinion on the situation than it has been on other questions.[1]

Nov. 23 President Truman, returned from Florida vacation, receives details of strike developments in conference with Attorney General Clark, Secretary of the Interior Krug, Secretary of Labor Lewis B. Schwellenbach, Reconversion Director John R. Steelman, and Special Counsel Clark M. Clifford.

Nov. 24 Government attorneys work all day and into the night, preparing briefs for court hearing next day. Lewis and his attorneys maintain silence.

Nov. 25 After a forty-minute court session Judge Goldsborough orders Lewis and "the United Mine Workers of America" to appear before him on November 27, on the charge of contempt of court. Continued efforts to settle strike issues are indicated by talks in Washington between President Lewis and Cyrus Eaton, Cleveland banker and industrialist; and by reported conversations between Lewis

[1] A later summary of events in the New York Post reveals that several days subsequent to this date "some prominent New Yorkers with prestige on Wall Street sent an emissary to Washington to try to argue Lewis and the pit operators to make up and push the government out of the coal business. The emissary found that Lewis . . . had already begun to split the opposition by seeking his own deals with some Northern operators and big steel companies." (Victor Riesel, Labor News and Comment, Dec. 10, 1946.)

and Harry M. Moses, president of the H. C. Frick Coke Company, coal-mining subsidiary of the United States Steel Corporation. Further reports say that a "number of coal operators" have conferred with John R. Steelman, mentioning, among other subjects, "preliminary exploration" of the possibility of the operators reaching an agreement with Lewis. Talks with Lewis by Moses and Eaton, the accounts note, have not been initiated by Lewis.

Nov. 26 Discussion in "some" government circles on various means to end the strike, not for the purpose of halting proceedings against Lewis, but because they felt that "the coal crisis would have to be dissipated despite the court undertaking." John R. Steelman reported in touch with coal operators and other industrialists. It is generally assumed that President Truman and Secretary Krug will not object to resumption of negotiations between union and operators, but Krug is against "trading off" court action for this development. Harry M. Moses denies talks with Lewis, as previously reported. New York stock market takes an "optimistic view" of the "prospect for an early settlement of the strike" and "scores one of the sharpest recoveries since the mine shutdown became a possibility." [1]

Nov. 27 Judge Goldsborough, after hearing arguments of counsel, extends for ten days the restraining order against John L. Lewis and the union, and sets the case for trial on November 29. Pittsburgh dispatches to the New York Times continue to report recent conversations between union officials and the operators, looking toward settlement and reopening of the mines, though denied by participants. Lewis reported willing to settle on basis

[1] New York Times, November 27, 1946.

of 54 hours' pay for 45-hour week. Lewis said to have had first talk with Harry M. Moses, but Moses dropped the matter after communicating with New York executives of the United States Steel Corporation. The Lewis-Eaton talks followed. Charles O'Neill, of the Northern Appalachian Operators, also discussed settlement terms with Lewis.

Nov. 28 Edward R. Burke, head of the Southern Coal Producers Association, announces that the Southern operators are inclined to begin negotiations if Lewis will call off strike.

Nov. 29 Judge Goldsborough denies dismissal motion, and trial of Lewis and the union for contempt of court proceeds. Ten members of the board of the Southern Coal Producers Association declare in signed statement that Burke lacked authority to propose resumption of contract negotiations, and did not speak for the Association. "Some" coal operators file applications with the Coal Mines Administration for permission to assess daily fines against individual strikers, under contract clause penalizing unauthorized, local strikes. New York Stock Exchange prices revive.

Nov. 30 Coal Mines Administration approves "numerous" applications by operators to assess and collect fines from individual miners, under penalty clause of the contract against strikes. Behind-the-scenes efforts to bring about resumption of negotiations between miners and operators continue. For Southern operators, James D. Francis, of West Virginia, protests against such negotiations. The operators, he says, should make no move until the government has re-established the "contract it already

has." Most Northern operators appear to be willing to revive negotiations if the Southern operators join them. Secretary Krug lets it be known that the government will put no obstacles in the way of direct settlement, but will do nothing to foster such a meeting. Long talks reported between Lewis and Moses.

Dec. 1 Board of Southern Coal Producers Association is called to meet in Washington, December 2, to discuss Burke's proposal for resumption of negotiations. Publication of semi-monthly official organ of the union, the United Mine Workers Journal, is suspended by the union, pending further clarification of the inclusiveness of the restraining order.

Dec. 2 Government rests case. Burke appears before the board of Southern Coal Producers Association, meeting in Washington. New York Stock Exchange loses "much of its previous optimism over a quick settlement" of strike, according to the New York Times.

Dec. 3 Judge Goldsborough finds Lewis and the United Mine Workers of America guilty of criminal and civil contempt of court. Lewis, in statement to court, denounces "government by injunction." Southern Coal Producers Association forces resignation of Burke. In public statement the directors say: "There is a time and a place for contract negotiations, but it is not proper while this matter is in the Federal courts." Lewis and operators, in secret negotiations, reported "very close to settlement." Plans for announcement of agreement on following day, with simultaneous order for miners' return to work, upset upon receipt of word through a "White House spokesman" that

the President wants no settlement until Lewis has been "slapped down" in court.[1]

Dec. 4 Judge Goldsborough levies fine of $3,500,000 on United Mine Workers of America, and $10,000 on John L. Lewis personally. Union attorneys bitterly denounce this action and immediately give notice of appeal. Flush of optimism over strike situation results in sharp rise in prices on New York Stock Exchange.

Dec. 5 White House announces that President Truman will address the nation on the coal strike by radio on night of December 8. Congress of Industrial Organizations, CIO, announces in statement that it will take whatever steps are necessary to participate in the appeal of the miners' case. Reports of top United States Steel executives conferring with Lewis in Washington.

Dec. 6 Government asks Supreme Court for immediate review of contempt case, dispensing with intermediate court of appeals. Behind-the-scenes efforts for direct settlement of strike continuing.

Dec. 7 President Lewis calls off strike; miners to return to work under terms of the Krug-Lewis agreement until March 31, 1947. In the interim the union will stand ready to negotiate a new contract. The White House cancels President Truman's radio address scheduled for the following night.

Dec. 9 Supreme Court agrees to take contempt case on direct appeal. Argument set for January 14. Sharpest

[1] Victor Riesel, in New York Post, Dec. 10, 1946. The Iron Age was obviously referring to these negotiations when it reported (December 5 issue) that only the running time of the new contract remained under discussion; Lewis wanted it to run until April, 1948; but the operators would settle for 48 hours' pay for 40-hour week, but the contract would expire "at the end of 1947." (p. 114)

rise for more than a month recorded by New York Stock Exchange.

Dec. 10 Court decision on right of the miners to terminate the Krug-Lewis agreement postponed by agreement between counsel until after the Supreme Court rules on contempt cases.

Dec. 12 The mine workers ask the Supreme Court to broaden consideration of their appeal to embrace a decision on applicability of Norris-LaGuardia and Clayton Acts, and four amendments to the Constitution, namely: First, free speech; Fifth, due process and deprivation of liberty and the right to be indicted for a criminal offense; Eighth, excessive fines and cruel and unusual punishment; and Thirteenth, involuntary servitude.

Dec. 17 The Supreme Court agrees to broaden consideration of the miners' appeal to cover argument on applicability of Norris-LaGuardia and Clayton Acts, and the First, Fifth, Eighth, and Thirteenth Amendments to the Constitution. The government attorneys unsuccessfully oppose this action of the Court.

Dec. 19 Operators Negotiating Committee meets in Washington. Reported in attendance: Charles O'Neill, Northern Appalachian operators; George F. Campbell, Illinois Coal Operators Association; Harry M. Moses, United States Steel captive mines; and "three members" of the Southern Coal Producers Association. Divided on question of resuming negotiations for new agreement, and adjourn sine die. Northern, captive-mine, and midwest operators favor early resumption of negotiations for an agreement; Southern operators, joined by operators west of the Mississippi River, against opening negotiations. A

spokesman for the Southern operators, in a public statement, says that they prefer to wait until after Supreme Court action in the contempt case, and possible action by new Congress in January on labor-management relations laws.

Dec. 23 On application of the United Mine Workers of America, the Supreme Court further broadens the basis of the miners' appeal to include Judge Goldsborough's original restraining order of November 18, the extension of that order, and the issuance of a temporary injunction.

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Jan. 11 Department of Justice and United Mine Workers file briefs in Supreme Court on contempt convictions.

Jan. 13 Congress of Industrial Organizations, intervening as a "friend of the court," files brief in Supreme Court, challenging the government's contentions in the miners' case.

Jan. 14 Supreme Court hears argument on miners' appeal from contempt-of-court convictions.

Feb. 11 Representative of National Coal Association, in hearings before House Committee on Labor, warns Congress that the country is threatened with another nationwide coal strike and strikes in other industries if unions are permitted to demand welfare funds from employers.

Feb. 13 Accumulation of $13,500,000 in Miners' Welfare and Retirement Fund reported since signing of government-union contract, May 29, 1946. Fund deposited in New York bank, in name of head of Bureau of Supplies

and Accounts of Navy Department. No trustees yet named to manage and disburse fund.

March Editorial comment in current issue of Coal Age:

> While the Supreme Court and Congress may change things a little, someone sometime in the next few weeks or months is going to have to settle on a new bituminous contract. It might well be the operators and if so it will require the utmost in groundwork, reasonableness in approach and skill in negotiation to get a contract that will promote the interests of the industry, its employes and the public without a work stoppage and further government interference.
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> As the only country in the world today to have coal to spare, the United States should give thanks for the fact that its mining industry was permitted to progress on its merits. . . . Reason, understanding and fairness can keep it moving ahead. Government and union officials, as well as the operators, should keep that in mind in the days ahead.[1]

March 1 Reports in Washington that operators are contemplating court action to recover payments into Miners' Welfare and Retirement Fund collected under Krug-Lewis agreement.

March 2 Capt. N. H. Collisson, Coal Mines Administrator, sees no immediate prospect of return of seized mines to owners. Hindrances cited are: desire to await decision in proceedings in Supreme Court; lack of representative national negotiating organization on part of operators; and uncertainty with respect to labor legislation pending in Congress. Administrator says that accumulation in Miners' Welfare and Retirement Fund has reached $15,500,000.

March 6 Supreme Court, by 7 to 2, upholds contempt convictions of John L. Lewis and United Mine Workers of America; union's fine reduced from $3,500,000 to

[1] Coal Age, vol. 52, no. 3, March, 1947, p. 55.

$700,000, conditional upon withdrawal by union, within five days after issuance of Court's mandate, of notice of termination of Krug-Lewis agreement. Upholding convictions: Chief Justice Vinson and Associate Justices Hugo L. Black, Stanley F. Reed, Felix Frankfurter, William O. Douglas, Robert H. Jackson, and Harold H. Burton. Dissenting: Associate Justices Frank Murphy and Wiley B. Rutledge.

Only Chief Justice Vinson, author of majority opinion, joined by Justices Reed and Burton, found against mine workers on all points involved. Dissents, excepting those of Justices Murphy and Rutledge, confined to issues other than finding of contempt. Justices Murphy and Rutledge, dissenting all the way, held that restrictions of Norris-LaGuardia Act made injunction invalid when issued; that violation of order did not give sufficient cause for sustaining contempt conviction; hence that no fines should be imposed. Justice Murphy insisted that dispute was between mine workers and coal operators, "despite the temporary gloss of government possession," and that majority decision "casts a dark cloud over the future of labor relations in the United States." Justice Rutledge characterized lower court proceedings and resultant fines as "hybrid" because of failure to consider separately dual charge of civil and criminal contempt.

Division of Court on collateral issues

Government as sovereign and employer not subject to prohibitions of Norris-LaGuardia Act. 5 to 4. Dissenting, Frankfurter, Jackson, Murphy, and Rutledge.

Mine workers became federal employes when government seized coal mines. 6 to 2. Dissenting, Murphy and Frankfurter; Rutledge expressed no opinion.

Lower court has power to compel obedience to order until question of its jurisdiction under Norris-LaGuardia Act to issue injunction

finally determined by orderly judicial procedure. 5 to 2. Dissenting, Murphy and Rutledge; Black and Douglas neither agreeing nor disagreeing.
Fines. Murphy and Rutledge opposed any fines; Black and Douglas held $700,000 fine against union excessive; fines should be conditional upon submission to order and withdrawal of contract-termination notice.

SUMMARY OF SUCCEEDING EVENTS

On March 8, two days after the decision in the miners' case, the government asked the Supreme Court to hasten its mandate of compliance. The miners' attorneys opposed the government's request, asking that the customary twenty-five days be permitted to elapse. The Court, however, on March 17 reduced the waiting period by eleven days and ordered the miners within five days to (1) show that they had fully complied with the original restraining order and preliminary injunction; (2) withdraw unconditionally the notice of November 15 terminating the Krug-Lewis agreement; (3) notify the members of the union of the withdrawal; and (4) pay the fines assessed by the Court. Two days later President Lewis, in letters to Secretary Krug and the local unions, formally withdrew the contract-termination notice, and on March 25 counsel for the union filed pertinent documents with the federal district court to wind up the case with a return of the surety deposited with the court. Final disposition of the case was delayed, however, through a number of postponements asked by the government, until April 24.

This delay in bringing the court proceedings to a final conclusion had its origin in events in the coal fields which raised sharply the question of effective enforcement of the Mine Safety Code, and the responsibility of the Coal Mines Administration for its enforcement in government-con-

trolled mines. The issue was precipitated by a particularly shocking mine disaster in the Centralia Coal Company Mine No. 5, at Centralia, Illinois, on March 25, in which 111 of 142 mine workers lost their lives in a dust explosion. Both houses of Congress appointed committees to investigate and determine whether any federal officials had been negligent.

Testifying before the Senate investigating committee, President Lewis declared the victims of the disaster to have been "murdered by the criminal negligence" of Secretary Krug through failure to enforce the law and the federal Mine Safety Code. On March 29 the United Mine Workers proclaimed a six-day Holy Week work stoppage in bituminous-coal mines as a memorial to the Centralia dead, to begin midnight, March 31, and to end midnight, April 6, as provided by the basic bituminous agreement: "The International Union, United Mine Workers of America, may designate memorial periods provided it shall give proper notice to each district." The letter to the local unions recalled that state and federal inspectors had reported dangerous conditions in the Centralia mine to their superiors, and that the mine operated under supervision of the government.

In a press conference, citing figures based on a letter from the Director of the Bureau of Mines, President Lewis said that 1,723 inspections of mines by federal inspectors between July 29, 1946, when the safety code became effective, and March 25, 1947, revealed a total of 46,521 violations of the safety code, an average of 27 for each inspection. *Two* bituminous mines had been found by inspectors to be complying completely with safety-code provisions.

On April 3, in the midst of the memorial period set by the miners, Secretary Krug ordered closed for an indefinite

period 518 mines, employing 102,000 mine workers, where federal inspectors' reports revealed safety conditions to be deficient and operations hazardous. The Coal Mines Administration emphasized the explosion hazard in compiling the list of mines to be closed, using as criteria inadequate ventilation; deficiencies in rockdusting, both in gassy and nongassy mines; failure to observe blasting practices prescribed by the safety code; and use of open lights and smoking in gassy mines.

The other 2,013 mines under federal control were to be permitted to resume operations at the close of the miners' memorial period, April 7, only after review of safety conditions by the operating manager, on the basis of the findings of the last inspection by the federal inspector and the state inspector, consultation with the local mine safety committee, and certification in writing by the operating manager to the area officer of the Coal Mines Administration that safety conditions had been reviewed and found not "unduly hazardous," with "no imminent" danger to men working.

Operators of the 518 mines closed indefinitely by Secretary Krug were directed to consult with local mine safety committees with respect to hazardous conditions, and to cease operations until the local safety committee joined in certification to the area officer of the Coal Mines Administration, or until reinspection of the mine by a federal inspector, followed by an order authorizing resumption of operations after consideration of his report. A few days later Secretary Krug called upon the Governors of 15 states to "correct dangerous conditions" in 162 coal mines not in government possession.

The union, through President Lewis, declined the invitation of the Coal Mines Administration to suggest additional names for inclusion in the list of unsafe operations,

recommending instead that all bituminous-coal mines violating the safety code be closed. The union took the position, said Lewis, "that no coal mine is safe which is operating in violation of the code." The letter pointed out that the Bureau of Mines had reported only *two* mines in the bituminous industry in which federal inspectors had found complete compliance with the code. This position of the union, and the natural reluctance of local mine safety committees to take the grave responsibility of deciding the delicate technical question of whether a mine was safe from the explosion hazard—a role placed upon them by the Coal Mines Administration's order closing the mines—led to the charge in Washington that the mine workers were deliberately prolonging the shutdown of the mines.

In the interim, directors of mine inspection departments of a number of states challenged the federal administration on safety conditions in mines closed in their states, a conflict between state and federal agencies, not conducive to attainment of a maximum of safety in the mines. But an important and basic contribution to this discussion was made by a spokesman of the Illinois Coal Operators' Association, in whose state 30 large shipping mines had been closed indefinitely by Secretary Krug's order: that the lag in maintenance of safety standards was due to the six-day-week operating schedule. Time for effective maintenance of safety provisions was lacking.

Because many mines remained uncertified as safe, coal production continued subnormal for some time after resumption of operations on April 7, following the close of the miners' memorial period. Government attorneys offered no objections in the federal district court on April 24 to final disposition of the miners' case, making the observation to the court that coal production had been "about normal" since April 14.

On April 29 the Coal Mines Administrator convened a joint conference of miners and operators in Washington to canvass the possibility of reaching an agreement to cover the industry, in preparation for return of the mines to private ownership, following expiration on June 30 of the War Labor Disputes Act, which constituted authorization for government seizure and control. The Southern Coal Producers Association, representing between 25 and 30 per cent of the tonnage, immediately declared for a separate agreement, and opposition to a national agreement. On May 16 a meeting was convened for the purpose of negotiating a contract to cover the mines of the coal producers in the North, Midwest, and Far West, including the captive-mine operators with mines in both North and South. The Southern operators continued to hold out for separate negotiations with the union for their group.

Restrictive labor legislation still pending in Congress toward the end of May threw a shadow of uncertainty over the outlook for a successful conclusion of these negotiations, and a later peaceful settlement with the Southern operators if they continued to hold out for separate negotiations with the union. Although not so designated, many of the provisions of this proposed legislation were directly applicable to collective-bargaining relationships and procedures as they had been built up over the years in the coal industry. That the Southern group of operators was eagerly awaiting enactment of this legislation was evident from public statements by their spokesmen during the preceding six months. On the optimistic side was the fact that some 75 per cent of the country's bituminous-coal tonnage was represented in the conference to negotiate the next agreement between operators and union.

DOCUMENTS

AGREEMENT BETWEEN UNITED MINE WORKERS OF AMERICA AND COAL MINES ADMINISTRATOR FOR THE GOVERNMENT, covering the bituminous-coal mines, signed in the White House, May 29, 1946, by Secretary of the Interior Julius A. Krug, as Coal Mines Administrator, and President John L. Lewis for the United Mine Workers of America [1]

This agreement between the Secretary of the Interior, acting as Coal Mines Administrator under the authority of Executive Order No. 9728 (dated May 21, 1946, 11 F. R. 5593), and the United Mine Workers of America, covers for the period of Government possession the terms and conditions of employment in respect to all mines in Government possession which were as of March 31, 1946, subject to the national bituminous coal wage agreement, dated April 11, 1945.

1. Provisions of National Bituminous Coal Wage Agreement Preserved

Except as amended and supplemented herein, this agreement carries forward and preserves the terms and conditions contained in all joint wage agreements effective April 1, 1941 through March 31, 1943, the supplemental agreement providing for the six (6) day work week, and all the various district agreements executed between the United Mine Workers and the various coal associations and coal companies (based upon the aforesaid basic agreement) as they existed on March 31, 1943, and the national bituminous coal wage agreement, dated April 11, 1945.[2]

2. Mine Safety Program

(a) Federal Mine Safety Code

As soon as practicable and not later than thirty days from the date of the making of the agreement, the director of the Bureau of Mines after consultation with representatives of the United Mine Workers and such other persons as he deems appropriate, will issue a reasonable code of standards and rules pertaining to safety conditions and practices in the mines.

The Coal Mines Administrator will put this code into effect at the mines. Inspectors of the Federal Bureau of Mines shall make periodic investigations of the mines and report to the Coal Mines Administrator any violations of the Federal safety code.

[1] New York Times, May 30, 1946; Text of the Bituminous Coal Agreement, United Press dispatch dated Washington, May 29. Also published in United Mine Workers Journal, vol. 52, no. 11, June 1, 1946, pp. 14-16.

[2] For text of relevant portions, see Document No. 2, pp. 46-47.

In cases of violation the Coal Mines Administrator will take appropriate action which may include disciplining or replacing the operating manager so that with all reasonable dispatch said violation will be corrected.

From time to time the Director of the Bureau of Mines may, upon request of the Coal Mines Administrator or the United Mine Workers, view and revise the Federal mine safety code.

(b) Mine Safety Committee

At each mine there shall be a mine safety committee selected by the local union. The mine safety committee may inspect any mine development or equipment used in producing coal for the purpose of ascertaining whether compliance with the Federal safety code exists. The committee members while engaged in the performance of their duties shall be paid by the union, but shall be deemed to be acting within the scope of their employment in the mine within the meaning of the Workmen's Compensation Law of the State where such duties are performed.

If the committee believes conditions found endanger the life and bodies of the mine workers, it shall report its findings and recommendations to the management. In those special instances where the committee believes an immediate danger exists and the committee recommends that the management remove all mine workers from the unsafe area, the operating manager or his managerial subordinate is required to follow the recommendation of the committee, unless and until the Coal Mines Administrator, taking into account the inherently hazardous character of coal mining, determines that the authority of the safety committee is being misused and he cancels or modifies that authority.

The safety committee and the operating manager shall maintain such records concerning inspections, findings, recommendations and actions relating to this provision of the agreement as the Coal Mines Administrator may require and shall supply such reports as he may request.

3. Workmen's Compensation and Occupational Disease

The Coal Mines Administrator undertakes to direct each operating manager to provide its employes with the protection and coverage of the benefits under workmen's compensation and occupational disease laws, whether compulsory or elective, existing in the states in which the respective employes are employed. Refusal of any operating manager to carry out this direction shall be deemed a violation of his duties as operating manager. In the event of such refusal the Coal Mines Administrator will take appropriate action which may include disciplining or replacing the operating manager or shutting down the mine.

4. Health and Welfare Program

There is hereby provided a health and welfare program in broad outline—and it is recognized that many important details remain to be filled in—such program to consist of three parts, as follows:

(a) A Welfare and Retirement Fund

A welfare and retirement fund is hereby created and there shall be paid into said fund by the operating managers 5 cents per ton on each ton of coal produced for use or for sale. This fund shall be managed by three trustees, one appointed by the Coal Mines Administrator, one appointed by the president of the United Mine Workers and the third chosen by the other two.

The fund shall be used for making payments to miners and their dependents and survivors, with respect to (1) wage loss not otherwise compensated at all or adequately under the provisions of Federal or State law and resulting from sickness (temporary disability), permanent disability, death, or retirement, and (2) other related welfare purposes, as determined by the trustees.

Subject to the stated purposes of the fund, the trustees shall have full authority with respcet to questions of coverage and eligibility, priorities among classes of benefits, amounts of benefits, methods of providing or arranging for provisions of benefits and all related matters.

The Coal Mines Administrator will instruct the operating managers that the obligation to make payments to the welfare and retirement fund becomes effective with reference to coal produced on and after June 1, 1946; the first actual payment is to be made on Aug. 15, 1946, covering the period from June 1 to July 15; the second payment to be made on Sept. 15, covering the period from July 15 to Aug. 31; and thereafter payments are to be made on the 15th day of each month covering the preceding month.

(b) A Medical and Hospital Fund

There shall be created a medical and hospital fund, to be administered by trustees appointed by the president of the United Mine Workers. This fund shall be accumulated from the wage deductions presently being made and such as may hereafter be authorized by the union and its members for medical, hospital and related purposes.

The trustees shall administer this fund to provide, or to arrange for the availability of medical, hospital and related services for the miners and their dependents. The money in this fund shall be used for the indicated purposes at the discretion of the trustees of the fund; and the trustees shall provide for such regional or local variations and adjustments in wage deductions, benefits and other practices, and transfer of funds to local unions, as may be

necessary and as are in accordance with agreements made within the framework of the union's organization.

The Coal Mines Administrator agrees (after the trustees make arrangements satisfactory to the Coal Mines Administrator) to direct each operating manager to turn over to this fund, or to such local unions as the trustees of the fund may direct, all such wage deductions, beginning with a stated date to be agreed upon by the administrator and the president of the United Mine Workers: Provided, however, that the United Mine Workers shall first obtain the consent of the affected employes to such turnover.

The Coal Mines Administrator will cooperate fully with the United Mine Workers to the end that there may be terminated as rapidly as may be practicable any existing agreements that earmark the expenditure of such wage deductions, except as the continuation of such agreements may be approved by the trustees of the fund.

Present practices with respect to wage deductions and their use for provision of medical, hospital and related services shall continue until such date or dates as may be agreed upon by the Coal Mines Administrator and the president of the United Mine Workers.

(c) Coordination of the Welfare and Retirement Fund and the Medical and Hospital Fund

The Coal Mines Administrator and the United Mine Workers agree to use their good offices to assure that trustees of the two funds described above will cooperate in and coordinate the development of policies and working agreements necessary for the effective operation of each fund toward achieving the result that each fund will, to the maximum degree practicable, operate to complement the other.

5. Survey of Medical and Sanitary Facilities

The Coal Mines Administrator undertakes to have made a comprehensive survey and study of the hospital and medical facilities, medical treatment, sanitary and housing conditions in the coal mining areas. The purpose of this survey will be to determine the character and scope of improvements which should be made to provide the mine workers of the nation with medical, housing and sanitary facilities conforming to recognized American standards.

6. Wages

(a) All mine workers, whether employed by the day, tonnage or footage rate, shall receive $1.85 per day in addition to that provided for in the contract which expired March 31, 1946.

(b) Work performed on the sixth consecutive day is optional, but when performed shall be paid for at time and one-half or rate and one-half.

(c) Holidays, when worked, shall be paid for at time and one-half or rate and one-half. Holidays shall be computed in arriving at the sixth and seventh day in the week.

7. Vacation Payment

An annual vacation period shall be the rule of the industry. From Saturday, June 29, 1946, to Monday, July 8, 1946, inclusive, shall be a vacation period during which coal production shall cease.[1] Daymen required to work during this period at coke plants and other necessarily continuous operations or on emergency or repair work shall have vacations of the same duration at other agreed periods.

All employes with a record of one year's standing (June 1, 1945, to May 31, 1946) shall receive as compensation for the above mentioned vacation period the sum of one hundred dollars ($100), with the following exception: Employes who entered the armed services and those who returned from the armed services to their jobs during the qualifying period shall receive the $100 vacation payment.

All the terms and provisions of district agreements relating to vacation pay for sick and injured employes are carried forward to this agreement and payments are to be made in the sum as provided herein.

Pro rata payments for the months they are on the payroll shall be provided for those mine workers who are given employment during the qualifying period and those who leave their employment.

The vacation payment of the 1946 period shall be made on the last pay day occurring in the month of June of that year.

8. Settlement of Disputes

Upon petition filed by the United Mine Workers with the Coal Mines Administrator showing that the procedure for the adjustment of grievances in any coal producing district is inequitable in relation to the generally prevailing standard of such procedures in the industry, the Coal Mines Administrator will direct the operating managers at mines in the district shown to have an inequitable grievance procedure to put into effect within a reasonable period of time the generally prevailing grievance procedure in the industry.

9. Discharge Cases

The Coal Mines Administrator will carry out the provision in agreements which were in effect on March 31, 1946, between coal mine operators and the United Mine Workers that cases involving the discharge of employes for cause shall be disposed of within five days.

[1] Later modified by agreement, as mentioned in Chronology, June 12.

10. Fines and Penalties

No fines or penalties shall be imposed unless authorized by the Coal Mines Administrator. In the event that such fines or penalties are imposed by the Coal Mines Administrator, the fund withheld for that reason shall be turned over to the trustees of the fund provided for in Section 4 (B) hereof, to be used for the purpose stated therein.

11. Supervisors

With respect to questions affecting the employment and bargaining status of foremen, supervisors, technical and clerical workers employed in the bituminous mining industry, the Coal Mines Administrator will be guided by the decisions and procedure laid down by the National Labor Relations Board.

12. Safety

Nothing herein shall operate to nullify existing State statutes, but this agreement is intended to supplement the aforesaid statutes in the interest of increased mine safety.

13. Retroactive Wage Provisions

The wage provisions of this agreement shall be retroactive to May 22, 1946.

14. Effective Date

This agreement is effective as of May 29, 1946, subject to approval of appropriate Government agencies.

AGREEMENT BETWEEN UNITED MINE WORKERS OF AMERICA AND COAL OPERATORS, April 11, 1945; portions pertaining to foregoing agreement of 1946, through reference to it in section 1 of 1946 agreement [1]

[The first national bituminous-coal wage agreement between the United Mine Workers and coal operators was executed in Washington, D. C., April 11, 1945, after six weeks of negotiation, and became effective as of April 1. The text of the preamble and section 15, which are here reprinted, were made part of the substance of the collective agreement of 1946.]

This Agreement, made this 11th day of April, 1945, between the Coal Operators and Associations signatory hereto, represented in the National Bituminous Coal Wage Conference, parties of the first part, and the United Mine Workers of America, parties of the second part, covering all of the bituminous coal mines of the United States repre-

[1] United Mine Workers Journal, official publication of the United Mine Workers of America, vol. 56, no. 8, April 15, 1945, pp. 6-7.

sented in said Conference, amends and supplements all agreements as herein provided. This Agreement carries forward and preserves the terms and conditions contained in all Joint Wage Agreements effective April 1, 1941, to March 31, 1943, the Supplemental Agreement providing for the six-day work-week, and all of the various District Agreements executed between the United Mine Workers of America and the various coal associations and coal companies (based upon the aforesaid basic agreement) as they existed on March 31, 1943, and as amended and supplemented by the Agreement herein set out.

. . . . . .

15. This Agreement, dated this 11th day of April, 1945, shall be effective as of April 1, 1945, and shall continue in effect hereafter subject to the conditions and termination as herein provided. At any time prior to April 1, 1946, in the event a significant change occurs in the government wage policy, either party shall have the right to request negotiations on general wage rates.

At any time after March 1, 1946, either party may give ten days' notice in writing of a desire for a negotiating conference upon the matters outlined in said notice. The other party agrees to attend said conference. At the end of fifteen days after the beginning of such negotiating conference either party may give to the other a notice in writing of the termination of this agreement, to be effective five days after the receipt of such notice.

Service of the above notice for a negotiating conference or termination of this Agreement by the Operators shall be only upon the request of a majority of the tonnage represented in this conference as disclosed by the records of the present joint conference. For the purpose of maintaining an organization, the Operators' Negotiating Committee as set up in this joint conference shall continue in existence during the life of the Agreement. Service upon the Operators' Negotiating Committee or by it shall constitute proper notice.

At any time after March 1, 1947, one or more of the five Operator Groups, as designated by the records of the present conference, may serve notice in writing for a negotiating conference and thereafter for termination of this Agreement.

. . . . . .

FEDERAL MINE SAFETY CODE for Bituminous-Coal and Lignite Mines of the United States [1]

[The following "Order" and "Memorandum," which preface the publication containing the Federal Mine Safety Code, fulfill the promise in Section 2 (A) (Mine Safety Program) of the foregoing Agreement of 1946 (Document No. 1). Articles XIV and XV of the Code, which are hereinafter reproduced, constitute the grievance machinery for its enforcement, which became supplements to the foregoing collective agreement, thus making the Federal Mine Safety Code part of the collective agreement between the United Mine Workers and the Government. The Federal Mine Safety Code is not mandatory by law. In demanding that it be made part of the collective agreement, the United Mine Workers thus provided for the enforcement of orders of federal inspectors, in accordance with the Code.]

Coal Mines Administration, Order No. CMAN-4 [2]

Pursuant to the provisions of section 2 (a) of the agreement between the Coal Mines Administrator and the United Mine Workers of America dated May 29, 1946, the Director of the Bureau of Mines, after consultation with a committee composed of two representatives of the United Mine Workers of America, two representatives of the bituminous coal industry, and a representative from the Office of the Coal Mines Administrator, has issued a reasonable code of standards and rules pertaining to safety conditions and practices in the mines.

Now, therefore, pursuant to said section 2 of said agreement, Executive Order 9728 (11 F. R. 5593) and Executive Order 9758 and the orders of the Secretary of the Interior, said code issued by the Director of the Bureau of Mines and entitled "Federal Mine Safety Code for Bituminous Coal and Lignite Mines of the United States," dated July 24, 1946, a copy of which is attached hereto and made a part hereof, is hereby put into effect for all mines in the possession and under the control of the Government pursuant to said Executive Orders 9728 and 9758.

This order shall become effective 12:01 a. m., July 29, 1946.

In accordance with its terms Order No. CMAN-2 of the Coal Mines Administrator dated June 7, 1946, is hereby terminated effective at close of business July 28, 1946.

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[1] U. S. Department of the Interior, J. A. Krug, Secretary; Bureau of Mines, R. R. Sayers, Director Federal Mine Safety Code for Bituminous-Coal and Lignite Mines of the United States, July 24, 1946. Government Printing Office, Washington, 1946.

[2] Ibid., pp. iii-iv.

A document entitled Order No. CMAN-4, dated June 26, 1946, which was given limited distribution in error but which was not authorized or duly promulgated, should be disregarded.

(Signed) B. MOREELL
Coal Mines Administrator.

July 24, 1946.

Coal Mines Administrator's Memorandum No. 5 [1]

1. Simultaneously with the issuance of this memorandum the Coal Mines Administrator is issuing his Order No. CMAN-4 putting into effect, in all mines in the possession and control of the Government under Executive Orders 9728 and 9758, the Federal Mine Safety Code provided for and required by section 2 (a) of the agreement dated May 29, 1946, between the Coal Mines Administrator and the United Mine Workers of America.

2. This code has been prepared and issued after preliminary consultation with representatives of the United Mine Workers of America, the operators, and the Coal Mines Administrator. A reasonable opportunity for further consultation was afforded all interested persons before the code was issued in the form in which it is now being promulgated.

3. Preparation of the code presented difficult and complex questions due, among other things, to the necessity for continuing maximum production consistent with reasonable safety conditions and practices in the mines and the wide variety of types, conditions, and methods of mines and mining to which the code must be made applicable.

4. Every attempt has been made to draft a code applicable to all mines under Government possession; but, as contemplated by section 2 (a) of the agreement of May 29, 1946, and article XIV, section 2 of the code, it is subject to review and revision. This is desirable to avoid interference with the maximum production of coal consistent with safety in the mines, or when revision is desirable to improve the provisions of the code with respect to safety requirements and practices. All interested parties are requested to bring to the attention of the Administrator any recommendations which they may have looking to review and revision of the code for the purposes stated above or for clarifying and improving its intent and meaning.

5. As provided by section 2 (a) of the agreement of May 29, 1946, the code provides "reasonable standards and rules pertaining to *safety* conditions and practices in the mines." Although not a part of the code, because they are not required by such provision, the Administrator strongly recommends the adoption of reasonable standards and practices which will improve the health

[1] Ibid., pp. v-viii.

and welfare of mine workers in and about the mines. Particular reference is made to providing adequate wash houses, which the Administrator understands are already provided in a substantial part of the industry, and the elimination of unhealthy, noisome, and hazardous mine dumps, or similar waste disposal. The code does not require closed (permissible) electric cap lamps in mines where gases have not been discovered because to so require would be inconsistent with other provisions in the code regarding equipment and practices in such mines. Nevertheless, the Administrator strongly recommends the use of such lamps in all mines.

6. The Administrator makes no claim of infallibility for this Federal Mine Safety Code. The code is the result of intensive study and labor by the Director of the Bureau of Mines and his staff, assisted by representatives of the United Mine Workers of America, the operators, and the Coal Mines Administrator. Undoubtedly as experience is acquired in the administration of the code, there will be revealed desirable additions, deletions, and modifications, and it is hoped that the same cooperative effort which resulted in the preparation of the code will be available for its improvement.

7. Certainly no code can be effective unless it has the wholehearted support of all interested parties. The Administrator bespeaks such support for this first attempt at a comprehensive, industry-wide safety code.

(Signed) B. MOREELL
Coal Mines Administrator.

July 24, 1946.

Safety Code, selected portions [1]

[The safety code, which thus became part of the collective agreement between the federal government and the United Mine Workers of America, embodies in great detail the experience of federal inspectors and of miners. It is published in a small, linen-covered book, approximately 4 by 6 inches in size, so that a miner may coveniently carry it in his pocket while at work and the miners' safety committees may have the details in mind and watch for violations to be brought to the attention of management through the accepted procedure in handling grievances. The detail is indicated in the following list of articles:

We reproduce here only Articles XIV and XV, because these relate to enforcement as part of the collective agreement between the federal government and the United Mine Workers of America.]

Article XIV—Enforcement; Review and Revision

Section 1. Enforcement.—a. The Coal Mines Administrator is the exclusive agency charged with the enforcement of this code and the correction of violations thereof.

b. When noncompliance with this code is found by a Federal coal-mine inspector, it shall be reported promptly to the operating manager of the mine (or the resident official in charge of the mine) with recommendations for the elimination of such noncompliance. If such noncompliance is not promptly eliminated, it shall be reported by the inspector to the Director of the Bureau of Mines, who shall, after such review and investigation as he shall deem advisable, report it to the Coal Mines Administrator, with his recommendations and findings as to such noncompliance and appropriate means for the correction thereof. If the operating manager, acting as representative of the operating management, wishes to contest the charge of noncompliance, he shall promptly advise the Coal Mines Administrator of his position and contentions in writing. The Coal Mines Administrator shall, after such investigation and hearings as he shall consider necessary, take appropriate action to enforce compliance with the code. In special instances where a Federal coal-mine inspector finds that imminent and serious danger to

1 Ibid., pp. 81-84.

employees in the mine exists, he shall promptly advise the operating manager or his representative at the mine, as provided in article XII, section 5b, and report by telephone to the Director of the Bureau of Mines, who shall report the matter immediately to the Coal Mines Administrator. The Administrator or his representative shall take immediate action to cause all employees to be removed from the unsafe area until any imminent and serious danger is removed. Such action shall be subject to immediate review by the Coal Mines Administrator; and further proceedings with respect thereto, as provided above, shall be promptly had and concluded.

Sec. 2. Review and revision.—a. From time to time the Director of the Bureau of Mines may, upon request of the Coal Mines Administrator or United Mine Workers of America, review and revise the provisions of this code. Such review and revision may be with respect to its general application, its application to types, conditions and methods of mining and mines, or its application in specific cases. Such review and revision shall be made whenever appropriate to carry out the intent and purposes of the agreement between the Secretary of the Interior, acting as Coal Mines Administrator, and the United Mine Workers of America dated May 29, 1946, requiring a reasonable code of standards and rules pertaining to safety conditions and practices in mines. Pending review and revision, as herein provided, the Coal Mines Administrator may suspend or stay, for such periods as he deems reasonable, the provisions of this code as applied to any mine or mines when such suspension or stay is necessary, in his opinion, to carry out and comply with the purposes and provisions of Executive Order 9728 or in order to avoid irreparable damage or great injustice pending review and revision of specified provisions of the code.

Article XV—Compliance with Code

Section 1. Compliance with code.—a. Whenever any equipment or supplies required by this code, including rock-dusting machines, flame safety lamps, and permissible electric equipment, are unobtainable, compliance with the requirements of this code with respect thereto is suspended to the extent that such items remain unobtainable until they are obtainable. Due allowance shall also be made for planning, institution of changed procedures, and installation of new equipment.

b. Compliance with the requirements of this code shall be started promptly and prosecuted diligently until the provisions of the code have been fulfilled.

(Signed) R. R. SAYERS
Director, Bureau of Mines.

Approved:

(Signed) J. A. KRUG
Secretary of the Interior.

PREVIOUS CONTROVERSY OVER HEALTH AND WELFARE PROGRAM

Statement by John L. Lewis, May 14, 1946 [1]

In view of the partial and inadequate mention of the acts of the conference yesterday on the welfare fund, I thought I would make a few observations.

For weeks past the country has been led to believe through statements of operators and public representatives who had little knowledge on the subject that the mine workers had been asking for a royalty on coal. In truth, the mine workers have not in all these negotiations made such a proposal. They did in the 1945 conference, but the plan was rejected by the operators and not pressed by the mine workers.

In the 1946 conference they proposed the establishment of a welfare fund, asking its acceptance in principle by the operators, and said that the manner of raising the fund and all the details of it were negotiable questions. Yesterday was the first opportunity we have had to present the details of it under circumstances where the operators would admit that they were expressed in the principle. Accordingly, we presented it.

The mine workers request the fund for the following six reasons:

1. To furnish adequate and modern medical service to the coal miners and their dependent families with a choice of physicians, which in many areas, particularly in the South, they do not now have. We plan to replace the present company doctor scourge.

2. To provide adequate hospitalization under proper standards.

3. To provide insurance, life insurance and health insurance for the miners, which they cannot now purchase. Life insurance now costs the mine worker about 277 per cent of what it costs people in sedentary occupations. Obviously, he cannot purchase it at that price. Obviously, he has no insurance as a result and his family is unprotected in case of death by violence in the mines or from natural causes. This fund can provide insurance on a mass basis much more cheaply than the individual can buy it himself, even if he is capable of buying it, which he is not.

4. The fourth reason is rehabilitation. Men who are injured and disabled in the mines through the loss of limbs, blindness, or other major physical injuries, need rehabilitation. There are no facilities available to the mine workers now and there are probably living 50,000 men who have been incapacitated from further mining through injuries who have

[1] New York Times, May 15, 1946; Lewis' Statement on Welfare Fund, dated Washington, May 14.

received no assistance in rehabilitation or training for other vocational employment.

5. The fifth reason is economic aid in distress or hardship cases. Families become impoverished because they have not received compensation provided by the States due to the manipulation of the company doctor system and by reason of testimony of the company doctor, which is the only medical testimony available because no other doctor is permitted to attend the victim. The mine worker cannot secure other medical testimony to refute the claims of the company doctor. In consequence, his award for total disability may be cut to as low as 30 per cent and his family becomes impoverished. There are thousands of such cases.

6. If any money is left in the fund, we propose to use it for cultural and educational work among the mine workers.

Those are the six reasons.

All of these reasons were stated to the conference yesterday together with an extensive analysis of the principle and all the details, so much so that the operators advised us that they desired no further information on welfare and asked no further questions today.

We pointed out that this fund should be a charge against the cost of production and that it should be a payroll charge—in other words, that amounts equal to 7 per cent of the gross earnings of the men before deduction should be paid by the operators into this fund to be operated by the United Mine Workers of America.

We pointed out that no other agency could operate the fund as efficiently or as cheaply as the mine workers, that it could not become a tripartite fund and simply another bureaucratic governmental agency with the overhead eating up a major part of the revenue of the fund, clogging it with red tape and with its awards delayed after the manner of other governmental agencies. In passing, I refer to the War Labor Board, which has been as many as 15,000 cases behind in its schedule.

We pointed out that it is no business of the operators to supervise this fund; that the coal industry mangled these people and that the United Mine Workers want the right to alleviate their agony and distress.

We pointed out that the operators' veto power on this fund rested in the fact that at the end of each contract period they could, if they would, discontinue it by refusal to continue it; that the amount of aid that could be extended to the miners was necessarily limited by the contractual limitations of income; that the mine workers would be constantly on trial before the joint conferences of the industry and before the public at large as to the manner of its administration. The usage of its fund would have to meet that criticism at the end of every contract period in the industry.

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The mine workers pointed out that the money would be used only for the express reasons given, which we are willing to stipulate in the contract—for those purposes and for no others.

We pointed out that governmental agencies report that practically two million workers in America are now covered by these funds, that in the ladies' garment industry—nonhazardous—3½ per cent is now paid by the manufacturers in that industry against the payroll to the union; that if 3½ per cent is a reasonable amount for the ladies' garment industry to pay, then the suggestion that the coal industry pay 7 per cent is ultraconservative; that nearly every country in the world has such funds for its mine workers, including Great Britain, backward Spain and more backward India.

Even in India they have such a fund, and the mine workers want one in America and feel that their right to have it is accepted by the majority of the American people.

The mine workers have no intentions to negotiate a contract now or later that does not provide for such a fund and for such protection to the mine workers. It is a condition precedent to the making of any agreement.

Statement of Coal Operators, May 15, 1946 [1]

Sixty-two days after the national bituminous joint wage conference began, the operators' negotiating committee were furnished by Mr. Lewis an outline of six reasons for the establishment of a union-controlled "health and welfare" fund, financed by contributions from the operators equal to 7 per cent of gross payrolls, this 7 per cent to be applied to a gross payroll in excess of $1,000,000,000 per year, or a yield of $70,000,000.

This vast sum is to be raised by the assessment of a payroll tax to be paid by the operators and the proceeds turned over to the union, which is to be the sole administrator and disburser of the funds.

The reasons advanced by Mr. Lewis are:

[At this point the six reasons for the mine workers' request, as given by Mr. Lewis in his statement just quoted, are repeated.]

It is to be noted that at least three of these demands are immeasurable on any actuarial or other basis and would result in expenditure of many more millions than those that are measurable, and that the limits upon the expenditure of money are not explained nor specified nor restricted. The operators' negotiating committee unequivocally rejects this proposal for the following reasons:

First, the committee would not exercise such authority and make a commitment of this character for the industry, and further, this matter does not go to the question of wages, hours, or working conditions.

Second, that the plan constitutes double taxation on the industry for

[1] New York Times, May 16, 1946; Text of Coal Operators' Statement, Associated Press dispatch dated Washington, May 15.

social welfare, for which it is now paying approximately 10 cents per ton, as follows:

Social Security	$.0174
Unemployment tax . . .	.0351
Compensation insurance .	.0468
Vocational disease insurance	.0004
	$.0997

which in 1944 amounted to more than $61,000,000. This amount was contributed solely by the operators.

Third, that it is a matter of public concern and is therefore a problem that should be considered not by this wage conference but by public legislative bodies and then only after a complete and thorough investigation by such legislative bodies of all the problems involved.

This proposal presents to the conference a new social theory and philosophy, the effect of which would extend to every industry in America, and as such must be considered and acted upon as a national problem and not as one relating to the coal industry alone, and in the judgment of the committee, we repeat, is one to be considered by public legislative bodies.

Without consideration of the cost to the industry and indirectly to the public, it proposes the imposition of what in effect is a large tax upon the industry and the public by a private enterprise, the United Mine Workers of America. It encroaches directly upon the function of Government by usurping the taxing powers and the problems of social welfare and would result in increased cost of coal and lessen the tax income of Government.

On March 25, 1946, the operators proposed "the joint exploration and consideration of a plan to create by joint contributions a reasonable fund to be used to mitigate unusual hardship cases arising directly from accidents occurring in the course of employment, such fund to be administered by some independent agency (such as the Red Cross) with the advice of the mine workers and operators." In order to know the requirements to take care of unusual hardship cases arising out of mine accidents, it is necessary that such investigation be conducted to disclose the facts, the fund to be based on the findings of such investigation.

The operators' negotiating committee also offered to agree that all operators party to the contract would accept the provisions of the workmen's compensation laws in the States wherein such acceptance is optional and to turn over all the monies collected from the mine workers for the payment of doctors, hospitals, and for similar purposes, for administration by the union.

The miners are well paid and are able to maintain a very high standard of living and a first grade order of citizenship. There is no necessity for these citizens being accorded different treatment or being furnished greater privileges than those received by other citizens in the same community. A proper fund to take care of unusual hardship cases is all that is required and is all that the industry should be asked to bear.

FORERUNNERS OF GOVERNMENT-UNION AGREEMENT OF 1946

National Bituminous Wage Conference, March 12 to May 21, 1946: Summary of Main Issues [1]

The National Bituminous Wage Conference, convening in Washington on March 12, 1946, carried on negotiations under conditions of rising wages and prices somewhat similar to the situation during the 1941 negotiations. The United Mine Workers presented nine proposals described as "negotiable suggestions." These nine proposals related to a health and welfare fund; the unionization of supervisory, technical, and clerical employees; increase in wages and reduction of hours; adjustment of vacation, holiday, and severance compensation; improved safety standards, and compliance with mining, compensation, and occupational disease laws; adjustment of wage differentials and local "inequalities"; elimination of "inequities and abuses" of fining and penalty provisions; amendment of rules and practices "to promote mutual accord, increased efficiency and elimination of the small tyrannies of management"; and adjustment of the controversy over "unilateral interpretation of existing agreement by operators."

Representatives of the Operators' Negotiating Committee criticized the proposals as vague and indefinite. It was asserted that the delay in defining the several demands was in effect a "filibuster," and the proposals as a whole were described as "ethereal." On March 18, the operators presented for consideration four counter proposals. These included the limiting of premium pay to work beyond 40 hours per week. Proposals on March 25 included increases in wages consistent with public wage-price policy; study of a plan for a joint fund, to be independently administered, for mitigating hardships resulting from accidents; acceptance of optional as well as compulsory provisions of State workmen's compensation laws; joint study of State mining laws affecting safety; and strengthening of penalties against violation of agreements. Major issues which deadlocked the conference included the proposed health and welfare fund and the changes in safety and related practices. The union's detailed proposal regarding a health and welfare fund, as outlined for the joint conference on May 13, called for a 7-percent pay-roll assessment, the fund thus created to be administered by the union. At the same meeting of the joint conference on May 13, the proposals regarding safety measures were analyzed. It was proposed that

[1] U. S. Bureau of Labor Statistics, The Changing Status of Bituminous-Coal Miners, 1937-1946. Bulletin No. 882, pp. 6-7. (Reprinted from Monthly Labor Review, August, 1946.)

a safety committee of three union members at each mine should have authority to inspect the mine and order the men removed in any section of the mine where danger is threatened to life and limb.

Operators, it was insisted, should comply with State and Federal mining laws and particularly with recommendations of Federal inspectors as to safety standards. State workmen's compensation laws, it was further demanded, should be complied with even though some of the laws are elective rather than compulsory.

The demand of the union for improved safety standards was supported by reference to the comparative records of deaths and injuries in coal mines and other industries. The record of bituminous-coal mining showed some improvement during the war, the number of disabling injuries for each million hours of work falling from 71.0 in 1939 to 64.4 in 1944, but it remained far above the record of 18.4 per million man-hours in manufacturing as a whole and 27.7 in construction.

[The United Mine Workers and the Operators' Negotiating Committee failed to adjust these differences, and no agreement between them was reached.]

Operators' Letter to President Truman, Rejecting Arbitration Except on Wages [1]

The operators have carefully considered the request made this morning by the President that the questions in dispute which have prevented the making of an agreement in the coal industry be submitted to an arbitrator whose decision shall be final and binding upon both parties. An arbitrator, so appointed, would be required to enter judgment upon two wholly distinct classes of subjects.

First: Wages and hours of work. This important subject has not been resolved by collective bargaining for the simple reason that the union has declined to present any demand for increased wages or reduced hours of work. The operators have offered to increase wages and adjust hours in full conformity with the Government wage-price policy as heretofore defined and the standard established in other national industries. If it be necessary in order to apply this Government wage policy to the coal industry to submit the decision to an impartial arbitrator, the operators herewith agree to such submission and to be bound by the decision.

Second: Functions of management. The union has injected into this wage conference a number of demands that go far beyond any question of wages, hours and working conditions and which have never before been a part of collective bargaining.

These demands, in order of importance as named by Mr. Lewis, are:

[1] New York Times, May 17, 1946; Operators' Stand on Arbitration, Associated Press dispatch from Washington, May 16.

1. Establishment of a health and welfare fund.

2. The acceptance of United States Bureau of Mines recommendations as mandatory in all questions of safety practice.

3. The unionization of all technical, clerical and supervisory forces with the exception of six men per shift.

4. A number of minor demands going to the betterment of local living conditions, maintenance of property and settlement of community affairs, not generally applicable to the industry as a whole.

Mr. Lewis has already seriously damaged our domestic economy and threatens further interruptions in his effort to bludgeon the operators into the acceptance of these demands. For the country's plight the operators deny responsibility. There have been no real negotiations since the conference was assembled. This situation has been repeatedly called to the attention of the country.

Clothed in the guise of humanitarian motives, the health and welfare fund is still basically an attempt to force individual benefits for the miners at the expense of the common good. It would establish by contract a new social and economic philosophy which is properly the field of social legislation. Therefore we flatly rejected this request amounting to seventy million dollars per annum.

The acceptance by the industry of Mr. Lewis' demands that the recommendations of the United States Bureau of Mines be mandatory is impossible by the operators. The bureau does not possess this power by law, full and complete consideration having been given this phase by Congress at the time of the enactment of the law. Congress declined to grant what Mr. Lewis would now impose by contract.

The laws of the various States cannot be circumvented by contract commitments on our part. These State statutory provisions should remain superior to the judgment of unauthorized persons who are legally irresponsible and may change, create and suspend these regulations at will without consultation with or responsibility to legislative authority or judicial determination.

Mr. Lewis also demands that the entire management of the coal mines of America be turned over to him by a device that provides that a local union safety committee be empowered to close any working place, any section of a mine or any mine at any time when in their opinion "immediate danger" exists; this without consultation with management or discussion of the same.

Immediate danger is present in a hazardous industry at all times and the power of a safety committee so delegated with authority could at will control the entire operation of the mine by a finding that immediate danger existed in their opinion at any time they determined to force their will on management on any subject.

This is one of the most insidious demands in this conference and its implications are devastating to proper management responsibility.

The question of unionization of supervisory forces involves the legality of rulings by the National Labor Relations Board. The operators are unwilling to delegate to an arbitrator their right to have the law on this matter interpreted and laid down by the courts of the land by orderly legal procedure.

If these demands continue to be pressed the industry, and it alone, must make the decision in each case as to how far it can go in the surrender of its hitherto unchallenged functions. The industry cannot delegate that authority to anyone else. The operators must, therefore, with all respect, decline the suggestion for the appointment of a general arbitrator.

Respectfully submitted,

Operators' Negotiating Committee,
National Bituminous Coal Wage Conference.

CHARLES O'NEILL,
EDWARD R. BURKE,
GEORGE CAMPBELL,
EUGENE MCAULIFFE,
HARRY MOSES,
HUBERT E. HOWARD,
HARVEY CARTWRIGHT.

THE GOVERNMENT TAKES OVER THE MINES: Executive Order 9728 [1]

Whereas after investigation I find and proclaim that there are interruptions or threatened interruptions in the operation of the mines producing bituminous coal as a result of existing or threatened strikes and other labor disturbances; that the coal produced by such mines is required for the war effort and is indispensable for the continued operation of the national economy during the transition from war to peace; that the war effort will be unduly impeded or delayed by such interruptions; and that the exercise, as hereinafter specified, of the powers vested in me is necessary to insure the operation of such mines in the interest of the war effort and to preserve the national economic structure in the present emergency:

Now, therefore, by virtue of the power and authority vested in me by the Constitution and laws of the United States, including Section 9 of the Selective Training and Service Act of 1940 (54 Stat. 892) as amended by the War Labor Disputes Act (57 Stat. 163), as President of the United States and Commander in Chief of the Army and Navy of the United States, it is hereby ordered as follows:

[1] New York Times, May 22, 1946; Truman's Mine Order, Associated Press dispatch, dated Washington, May 21.

(1) The Secretary of the Interior is authorized and directed to take possession of any and all such mines, and, to the extent that he may deem necessary, of any real or personal property, franchises, rights, facilities, funds and other assets used in connection with the operation of such mines; to operate or to arrange for the operation of such mines in such manner as he may deem necessary in the interest of the war effort; and to do all things necessary for, or incidental to, the production, sale and distribution of the coal produced, prepared, or handled by the said mines.

(2) The Secretary of the Interior shall operate the said mines in accordance with such terms and conditions of employment as are in effect at the time possession thereof is taken, subject to the provisions of Section 5 of the War Labor Disputes Act.

(3) Subject to the national wage and price stabilization policies as determined by the National Wage Stabilization Board and the Economic Stabilization Director, the Secretary of the Interior is authorized, pursuant to the provisions of Section 5 of the War Labor Disputes Act, following such negotiations as he may deem necessary with the duly constituted representatives of the employes, to apply to the National Wage Stabilization Board for appropriate changes in the terms and conditions of employment for the period of the operation of the mines by the Government.

(4) In carrying out this order, the Secretary of the Interior shall act through or with the aid of such public or private instrumentalities or persons as he may designate. All Federal agencies are directed to cooperate with the Secretary of the Interior to the fullest extent possible in carrying out the purposes of this order.

(5) The Secretary of the Interior shall make employment available and provide protection to all employes working at such mines and to all persons seeking employment so far as they may be needed; and upon the request of the Secretary of the Interior, the Secretary of War shall take such action, if any, as he may deem necessary or desirable to provide protection to all such persons and mines.

(6) The Secretary of the Interior shall permit the managements of the mines taken under the provisions of this order to continue with their managerial functions to the maximum degree possible consistent with the aims of this order.

(7) The Secretary of the Interior is authorized and directed to maintain customary working conditions in the mines and customary procedure for the adjustment of workers' grievances. He shall recognize the right of the workers to continue their membership in any labor organiza-

tion, to bargain collectively through representatives of their own choosing and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, provided that such concerted activities do not interfere with the operation of the mines.

(8) Possession of any mine or mines taken under this order shall be terminated by the Secretary of the Interior as soon as practicable, but in no event more than sixty days after the restoration of the productive efficiency of any such mine or mines prevailing prior to the taking possession thereof.

HARRY S. TRUMAN.

The White House, May 21, 1946.

GOVERNMENT'S EFFORTS TO BRING ABOUT AGREEMENT BETWEEN OPERATORS AND MINERS IN GOVERNMENT-SPONSORED CONFERENCE, SEPTEMBER 11-13, 1946 [1]

Statement by Coal Mines Administrator, Admiral Ben Moreell; excerpts [2]

I have invited you to meet with me for the purpose of exploring the practicability of arriving at a satisfactory agreement on the basis of which the bituminous coal mines which were seized by the government on May 21, 1946, can be returned to private management with assurance that production of this vitally essential material will continue without interruption.

. . . . . .

In order that there shall be a point of departure for the discussion, I would like to suggest to those here present that the Krug-Lewis Agreement of May 29, 1946, under which the mines have operated for the past three months, be given consideration as the framework for a possible agreement between the operators and the United Mine Workers, it being understood both parties are at liberty to propose such amendments as they may desire.

[The provisions of the Agreement between United Mine Workers of America and the Coal Mines Administrator for the Government, as signed May 29, 1946, were then presented, with the Government's recommendations, article by article. "No change" was recommended in Article 1, Provisions of National Bituminous Coal Wage Agreement Preserved, and Article 12, Safety. In certain other articles the only changes proposed were those required by the release of the mines from government operation; for example, in Article 4, Health and Welfare Program, in the provision for

[1] United Mine Workers of America, Proceedings of 39th Convention, Atlantic City, N. J., October 1-4, 1946, vol. 1, pp. 311-314.

[2] Our paraphrasing of omitted sections is contained within brackets.

a Welfare and Retirement Fund the operators would have representation, instead of the federal government, and in the provision for a Medical and Hospital Fund the Coal Mines Administrator would be eliminated. Article 13, Retroactive Wage Provisions, would no longer be required.

Changes were suggested, by way of improving provisions for the Federal Mine Safety Code, the Mine Safety Committee, method of changing the wage provision from a specified daily increase to a tonnage rate, vacation payments, settlement of disputes, and collection of fines and penalties.

With reference to organization of supervisors, it was recognized that "this is probably the most highly controversial issue before the meeting," and a solution was proposed, in the form of a definition of "managerial function" and an indication of the range of technical and supervisory employes exercising the "managerial function" who could be included in collective-bargaining units. The statement under the heading, Article 11, Supervisors, was concluded with the following statement.]

The foregoing proposals are advanced solely for the purpose of promoting free collective bargaining between the interested parties. There is no intent to influence the judgment of either party. The Coal Mines Administrator and his staff are prepared to render whatever assistance may be desired in connection with the negotiations.

[On request of the operators that they be given time to prepare a statement of their position, the conference recessed until Friday, September 13, when the following statements were made.]

Statement of Representative of Northern and Western Operators, Charles O'Neill; excerpts [1]

The Operators' Negotiating Committee has been giving serious consideration for the past several days to Admiral Moreell's statement which we have taken to be an indication of a basis upon which negotiations might proceed for the negotiation of a miner-operator wage agreement to substitute for the presently existing Krug-Lewis agreement and to secure return of the mines to their owners and bring to an end the present administration of operations at the coal mines.

In the preliminary discussions it was revealed that the United Mine Workers of America had no demands to make and no comment to offer on the statement made by Admiral Moreell and requested a firm offer from the Operators' Negotiating Committee to which they would give serious consideration. The operators asked for a recess to discuss among themselves the statement and fixed the time for a further meeting with the Administration and the United Mine Workers of America to make a reply thereto.

On behalf of the Operators' Negotiating Committee I wish to state in the beginning that there is no unanimity on the matters that I will refer

1 Ibid., pp. 315-317.

to. The differences between the operators will be stated by Senator Burke for Group II at the conclusion of my statement.

The other groups are in accord with the views as I shall present them as a basis for negotiations with the United Mine Workers. The suggestions are made in tentative form sufficient to indicate our thoughts as to the form and content of a completed agreement, negotiation of which we are willing to undertake.

This statement on behalf of the Operators' Negotiating Committee is subject, of course, to the differences that may be expressed by Senator Burke.

[General agreement with the proposals made by the Coal Mines Administrator was expressed, with some more or less minor suggestions with respect to the Preamble defining the Period of the Agreement, Article 1, Provisions of National Bituminous Coal Wage Agreement Preserved, and Article 3, Workmen's Compensation and Occupational Disease. Serious differences were expressed with reference to the existing Krug-Lewis Agreement, on the subject of the authority of safety committees to recommend removal of mine workers from places where they believe immediate danger exists; the financing of the Welfare and Retirement Fund wholly by the industry, though on this point "in the interest of the people and the restoration of harmony in the industry the Operators' Committee will accept the cost of the Welfare and Retirement Fund as provided"; and considerations calling for negotiation were advanced with respect to Article 6, Wages, since these "were not as proposed by the operators on March 25, 1946."]

The wages and hours set forth in the Krug-Lewis Agreement were not as proposed by the operators on March 25, 1946. However, we believe that the decision reached by the parties in making the Krug-Lewis Agreement was correct in maintaining the nine-hour day for the present period of scarcity of coal and we are of the opinion that the shortage of coal supply will continue for some months to come and that there should be no change in the rates of pay and hours of work per day and per week from those provided for in the Krug-Lewis Agreement. This is without prejudice to any future position the Operators' Negotiating Committee may take on the workday and workweek and the proper rates of pay necessary to make such adjustment in line with government wage-price policy as it existed on April 1, 1946, and May 29, 1946, in order to prevent pyramiding so-called "take-home pay."

. . . . . .

Article 7. Vacation Payment

Section 7 of the Krug-Lewis Agreement provided for an increase of $25 in annual vacation pay, or an increase from $75 to $100. To this increase the operators made no objection and do not do so now. It is satisfactory. However, the operators strongly object to the provision of

pro rata payments for periods of service less than one year. . . .

[Referring to Article 11, Supervisors, the operators declared that "this section is probably the most important suggestion in Admiral Moreell's statement and raises numerous questions." Some of these were discussed, with the implication, however, that they remained for further consideration.]

Statement by Representative of Southern Operators, Edward R. Burke [1]

The operators of Group 2 are in full accord with the views expressed by Mr. O'Neill on the several suggestions made by Admiral Moreell concerning changes in the Krug-Lewis agreement with three exceptions as hereinafter set forth.

Article 2. Mine Safety Program

(a) Federal Mine Safety Code

As to mine safety. Group 2 does not differ with the rest of the industry or with the miners in their desire to provide adequate standards of safety to assure maximum protection to all mine employees. We do oppose the inclusion of a safety code in a wage agreement. We also believe that any safety program which divides authority between state and federal governments works against the best interests of mine safety. We believe that a more satisfactory solution of this problem can be arrived at and we are willing and anxious to join with the miners in accomplishing this purpose.

(b) Mine Safety Committee

We are also in agreement with the rest of the industry in their opposition to the authority granted to the Mine Safety Committee as provided by the Krug-Lewis agreement. We agree with Mr. O'Neill's statement that "we believe that the desirable results can be achieved in a more proper manner and will be as effective in the preservation of life and limb of the mine workers if it is provided that the managerial representative gives serious consideration to the recommendations of the Safety Committee and makes his decision immediately and in the presence of the Safety Committee."

Article 4. Health and Welfare Program

(a) A Welfare and Retirement Fund

In this matter Group 2 operators adhere to the position unanimously supported by the industry throughout the 1945 and 1946 wage conferences. We felt then, and we are just as strongly convinced now, that the imposition of a royalty tax on coal production, or a levy by whatever name it may be called, for the purpose of building up a special fund for the benefit of mine workers is unsound in principle and will be dangerous in practice.

[1] Ibid., pp. 318-319.

We believe that it is the proper and exclusive function of governments, state and national, to levy taxes for general programs of social security. Neither the union by itself, nor in conjunction with the operators, should be permitted to impose such a tax upon the consumers of coal and use the fund for the benefit of a special group of citizens.

The mine workers are among the best paid of all employees in industry. They enjoy the benefits, equally with all citizens, of the funds collected by taxation for social security, workmen's compensation, old age pensions, and similar programs. "Equal privileges for all, special privileges for none" is an expression of fundamental American doctrine. If it be said that mining is an extra-hazardous industry and that there are cases of unusual hardship that call for special treatment, the operators express their willingness to contribute out of their own resources to a fund of whatever size may be required, to meet this need. Such a fund should be maintained by joint contribution and should be jointly administered.

Article 11. Supervisors

The operators of Group 2 subscribe fully to the statement of Admiral Moreell, as follows:

". . . that it is in the best interests of both management, the rank and file miner, and supervisory personnel, that individuals exercising basic managerial functions be not included in a bargaining unit. This has special significance with respect to safety conditions in the mines."

We are further in accord with his suggestion that the contract should include a definition of "managerial function." The proposed definition offers a satisfactory basis for negotiation and we have no doubt that the principle can be expressed in language that will clearly mark off "those employees who exercise a 'managerial function' to such a degree as to warrant exclusion from a bargaining unit." . . .

Statement by Negotiating Committee, United Mine Workers of America [1]

The divergent views expressed by the Bituminous Coal Operators, and the fact that the suggestions of Admiral Moreell were at variance with the policy of the United Mine Workers of America, prompted your negotiating representatives to refer the subject matter to this Wage Scale and Policy Convention for consideration and for instructions to its negotiating representatives and Policy Committee.

[1] Ibid., p. 320; conclusion of report to 39th Convention of United Mine Workers of America on the government-sponsored conference in September.

WHAT THE MINERS WANTED

Analysis of Resolutions from Local Unions, July to September, 1946, submitted to 39th (Scale and Policy) Convention of the United Mine Workers of America, Atlantic City, October 1-4, 1946

The following tabulation is based on a study of 1,289 "Scale Resolutions" printed in the Convention Proceedings,[1] and 71 others, bearing on the same subjects but appearing in the classification "Miscellaneous Resolutions" in the same proceedings. Some resolutions dealt with more than one subject, and hence the number of subject references exceeds the resolutions by 87. In presenting the analysis, the tabulation of main groups of subjects is given first, followed by a listing of details, together with the text of illustrative resolutions selected for their subject matter, with an effort also to secure representation of different localities. The resolutions, in accordance with the usual custom, were prepared by local committees and officially endorsed by local union membership meetings in the interval between mid-July, when the official call for the convention was sent out, and September 14, the deadline for printing resolutions for consideration by the convention.

Subjects Included in 1,360 Resolutions

Wages and wage rates	637
Hours of work	277
Working conditions	265
Wage agreements	123
Communities and community services	145
	1,447

Details and Illustrations of Miners' Resolutions, by Main Groups of Subjects

I. Wages and Wage Rates

	Number of references
Job and wage-rate classification	291
Deadwork, yardage, and tracklaying	122
General wage increase	90
Wage differentials, regional	5
Work guarantees: average daily wage; guaranteed work-week; call-in pay; annual wage	47
Pay periods: weekly, bi-weekly (not semi-monthly)	30
Free blasting batteries, cables, and explosives	21
Free tools	10
Company scrip	12
Wage-computation simplification	8
Pay in cash (no checks)	1

[1] Ibid., vol. 2.

ILLUSTRATIVE RESOLUTIONS:

S-274 FROM L. U. No. 3137, BAIRFORD, PA.

Whereas, The present wage increase of one dollar and eighty-five cents ($1.85) given to the members of the United Mine Workers of America was rapidly taken away from them with a great rise in the cost of living; therefore be it

Resolved, That the International Convention go on record authorizing its officers to use all of their facilities in fighting for a decent wage under a fair cost of living plan.

S-374 FROM L. U. No. 2262, DILLES BOTTOM, OHIO

Whereas, Many changes have been made in coal mining since the advent of modern machinery, and since the operators have put their own values on new jobs created by these changes; be it

Resolved, That a Board of three or more men consisting of an operators' representative, a miners' representative, and an un-interested person be appointed to re-classify these jobs.

S-108 FROM L. U. No. 5770, ECCLES, W. VA.

Due to the many different skills and trades involved in the coal mining industry a job and rate classification is needed to cover many employes both inside and outside not mentioned in previous contracts, such as machinists, mechanics, etc. No way is provided to list these skilled men other than Grease Monkeys, Helpers and Handymen which is the operators' way of classing each worker as he sees fit into a general mine worker or plain laborer and paying him the lowest wage he possibly can while receiving work of the highest standard. With a classification of each and every job in and around the mine the above practice can and will be stopped.

S-890 FROM L. U. No. 762, VESTABURG, PA.

Whereas, The workers in factories and other industries do only the type of work as they are classified, the members of our local union feel that a man should do only one job according to his classification, this would create more jobs and help our members from being pushed around from job to job and speeded up. In the event of an emergency or a breakdown on the unit the men would work as directed.

S-232 FROM L. U. No. 5795, PRATT CITY, ALA.

Whereas, The Southern wage differential is a weapon of the bosses to rob the Southern workers of millions of dollars in wages each year; and

Whereas, The wage differential is used to split organized labor in other parts of America away from their Southern brothers; . . .

Resolved, That we go on record condemning the Southern wage differential; and be it further

Resolved, That we pledge our wholehearted and firm support to President Lewis in his fight to completely eliminate the wage differential in all future contracts which are negotiated between the United Mine Workers of America and the coal operators.

S-214 FROM L. U. No. 2399, DAISYTOWN, PA.

Whereas, In the past the coal miner has known many lean years due to production curtailments and industrial inactivity;

Whereas, A study of economics indicates that the coal miner must expect periods of recession and insecurity in the future;

Whereas, The fear of future insecurity may be remedied to a great extent by the insertion of one clause in our next contract;

Whereas, Previous demands for the clause in the United Mine Workers of America contract have met with approval among the coal miners and the public in general; therefore be it

Resolved, That our policy committee give prime and utmost consideration towards having a clause inserted in our next contract stipulating and guaranteeing a minimum yearly wage for all coal miners, be they tonnage men or day men.

S-268 FROM L. U. No. 4060, FOUR STATES, W. VA.

Whereas, There are many times that a full shift is not given the men due to the fact that there are not enough railroad cars. The mine cars are loaded and stored and the men are sent home through no fault of their own; and

Whereas, There is always enough work to be done in the mine such as cleaning spillage, posting, etc.; therefore be it

Resolved, That all day men entering the mine be given a full shift of work regardless of the lack of cars.

S-45 FROM L. U. No. 8017, DIXIANNA, VA.

Due to present living conditions of Miners' long pay periods forces them to trade at company stores; be it

Resolved, That coal companies pay each week instead of twice each month.

S-407 FROM L. U. No. 72, LINTON, IND.

Whereas, We have a law in Indiana providing for the weekly pay (Acts of 1911, Chapt. 68, p. 110); and

Whereas, The weekly pay will tend to eliminate the vicious Flicker System which takes a premium of ten percent on each dollar advanced before payday, thereby giving the employer an interest rate of approximately 240 percent; Therefore, be it

Resolved, That in our next contract a provision be included giving the miners of Indiana permission to enforce the weekly pay.

S-618 FROM L. U. No. 5832, BLOSSBURG, ALA.

Whereas, Economic conditions in the southern coal fields are such that the mineworkers are hard pressed to obtain the necessities of life from the fact that as a general rule their credit is very limited and the system of pay periods works a hardship upon them; and

Whereas, The coal operators hold the earnings as long as they possibly can in order to inconvenience him and prevent his trading with independent merchants; therefore be it

Resolved, That members of local union No. 5832, District No. 20, of Alabama, hereby petition the scale and policy committee to use every effort to help us get a weekly pay.

S-637 FROM L. U. No. 6411, JOHNSTOWN, PA.

Be it Resolved, That explosives, tools and supplies incidental to the mining of coal shall be furnished by the operator at the operator's expense.

S-121 FROM L. U. No. 7084, BARTHELL, KY.

Whereas, Do that in the next contract, have cash issued instead of scrip.

II. Hours of Work

	Number of references
Shorter workday and workweek	100
Overtime pay	52
Portal to portal	32
Vacation: pay; time of and duration	35
Lunch period, length of	28
Holidays (chiefly with reference to Saturday)	11
Multiple-shift operation: premium pay for night shifts; abolition of night shifts; rotating shifts; free hot lunch on night shifts	19

ILLUSTRATIVE RESOLUTIONS:

S-284 FROM L. U. No. 35, HARCO, ILL.

Whereas, The question of unemployment has already begun to show up all over the country. . . .

Resolved, That we, the miners of the country demand and accept nothing longer than a six-hour day and five days per week.

S-12 FROM L. U. No. 5768, DAVIN, W. VA.

Whereas, Nine hours is too long and strenuous for a coal miner to work in normal times, and

Whereas, Production is coming up and mechanized mining is fast mining and production will be caught up in the near future; and possibly a lot of miners will be thrown out of work; therefore be it

Resolved, That a 7-hour day and five-day week be demanded in our next contract.

S-1084 FROM L. U. No. 6511, SWEETMINE, UTAH

Whereas, The present working schedule of nine hours underground daily is too long and arduous;

Whereas, the UMW of A. has consistently fought for shorter hours and all the gains have been lost;

Whereas, The war emergency has passed and the working hours should be fitted for peacetime, therefore be it

Resolved, By Local Union No. 6511 that the seven-hour day with an hour for travel time, without the loss of compensation from the present scale, be adopted when the UMWA meets with the operators.

S-4 FROM L. U. No. 6946, BICKNELL, IND.

We the members of Local Union 6946 recommend to the Scale Committee that in drawing up contract with the operators, that time and one-half shall be paid on Saturday and double time on Sunday regardless of time worked during the week.

S-470 FROM L. U. No. 5869, DEHUE, W. VA.

Be it Resolved, That the third shift be abolished in our next contract.

S-1162 FROM L. U. No. 6344, LOGAN'S FERRY, PA.

Whereas, Be it Resolved, That the Policy Committee do all in their power to eliminate the midnight shift in the interest of the miners' health.

S-340 FROM L. U. No. 117, TAYLORVILLE, ILL.

Whereas, It has come to our attention that in other industries where there is a night shift employed that premium pay is allowed up to and including ten percent above the scale for the same operation or classification on the day shift, and

Whereas, We believe that night shift work should be abolished so much as possible it being not only inconvenient but injurious to health, both mind and body, therefore be it

Resolved, That the International Policy Committee ask for a ten percent differential for nightshift work.

S-690 FROM L. U. No. 5497, POWHATAN POINT, OHIO

Whereas, The night shifts commonly known as the swing and hoot owl shifts, has worked such hardships on our members and in many cases should be eliminated completely, and we feel that the present four (4) and six (6) cents extra per hour is not near enough to compensate us for these extra hardships that have to be endured; therefore be it

Resolved, That our delegates instruct our Policy Committee and Executive Officers to ask for twenty-five (25) cents extra per hour for the swing shift and time and one-half for the hoot-owl shift.

III. Working Conditions

	Number of references
Health and safety: practices; safety equipment; safety clothing (to be furnished); local mine safety committee; Federal Mine Safety Code; Federal Mine Inspection Service; safety inspectors (company); workmen's compensation	95
Seniority	74
Mine bath houses: installation of, equipment, and sanitation	31
Hiring and placement practices; job security	29
Work in wet places: special clothing to be furnished for; premium pay for	12
Foremen: and supervisors permitted to organize; not permitted to do work for which scale is made; to be chosen from same mine if available and competent	11
Car pushing	6
Pay for lost coal	3
Checkweighmen	3
Blacksmithing	1

ILLUSTRATIVE RESOLUTIONS:

R-218 FROM L. U. No. 5879, VALDEZ, COLO.

Whereas, The potential danger of blasting on-shift is universally recognized, therefore be it

Resolved, That the Convention do something besides passing resolutions against this monster and initiate a policy that will bring results as well as relief.

S-672 FROM L. U. No. 6271, MOUNDSVILLE, W. VA.

Whereas, At present we have very little first aid equipment in the mines; be it

Resolved, That the management furnish each miner, free of charge, a pocket size first aid kit, also a self-rescuer, also have a first aid station located near the heading of each section of the mine.

S-138 FROM L. U. No. 7781, BESSEMER, ALA.

Whereas, In District 20 there are gaseous mines; therefore be it

Resolved, That the International President and committee will [do] all they can to get in the next contract to have the company furnish a safety gas mask in case of an explosion for the protection against poisonous gases.

S-732 FROM L. U. No. 6290, NEMACOLIN, PA.

Resolved, In case of a fatal accident the safety committee be allowed to make an investigation at the same time the mine inspector makes his investigation.

S-551 FROM L. U. No. 6424, BELLWOOD, W. VA.

Whereas, We the members of Local Union 6424 go on record asking that Safety Committee be paid by Operators instead of being paid by Local Unions.

S-1239 FROM L. U. No. 4472, GLEN ROBBINS, OHIO

Resolved, That the extent of the powers and duties of the mine Safety Committees shall be fully defined and the information made available as quickly as possible in the interest of the life and limb of the miners.

S-345 FROM L. U. No. 117, TAYLORVILLE, ILL.

Whereas, The coal companies encourage and in most instances insist that the employes in the interest of safety burden themselves with safety apparel such as safety shoes, safety cap, belt and safety lamp, etc.;

Whereas, Said policy decreases the cost of production by decreasing the cost of insurance, payment of compensation, loss of time, etc.; therefore be it

Resolved, That these safety devices and wearing apparel be provided to said employes free of any and all charges.

S-875 FROM L. U. No. 1111, WEST FRANKFORT, ILL.

Whereas, Mechanization of the mines requires a change in the setup of job classification;

Whereas, The present contract contains no provisions for the advancement of workers on seniority basis; and

Whereas, The operators often take advantage of this situation and play favoritism against active union members; therefore be it

Resolved, That Seniority be applied in job advancement and promotion; further be it

Resolved, That Seniority be applied in the transfer of men from one section of the mine to the other; and finally be it

Resolved, That Local Union 1111 go on record asking the International Convention to instruct the Scale Committee to have this Seniority Clause in all future contracts.

S-665 FROM L. U. No. 4731, CRUCIBLE, PA.

Whereas, It was never written into the contract that miners have a place to take a bath; be it

Resolved, That all mines have a wash house so men can take a bath with reasonable sanitary conditions.

S-353 FROM L. U. No. 7916, LOOKOUT, KY.

Resolved, That all coal loaders who work in wet places be paid one dollar per hour in addition to their tonnage.

S-642 FROM L. U. No. 6411, JOHNSTOWN, PA.

Whereas, Some men are obliged to work in wet places and where the water is dripping on them; be it

Resolved, That our next contract include a provision that the operators furnish rubber clothing and shoes free of charge to such workers.

S-843 FROM L. U. No. 7868, BELFRY, KY.

Whereas, With respect to Foremen, Supervisory and clerical workers in and around the mines who are entitled to belong to the union of their own choice, but are under threat of discharge; be it

Resolved, That this convention do all within its power to guarantee these men their rights without any interference or intimidation.

R-69 FROM L. U. No. 5870, OMAR, W. VA.

Resolved, That all supervisory employes in the coal mining industry be organized.

IV. Wage Agreements

	Number of references
Grievance procedure	50
Checkoff extension to local disciplinary fines	32
Penalty clause, abolition of	14
Contract negotiations	8
Closed shop	6
Government-union agreement	6
Absentee clause in agreement, modification of	4
Contract interpretation, method of	2
Duration of contract, extension pending settlement	1

ILLUSTRATIVE RESOLUTION:

S-1156 FROM L. U. No. 8000, RED JACKET, W. VA.

We as part of the organization and Local Union 8000 are made to believe that it would be better in time of Government operation and seizure of coal mines to take full control of mines and supervise with such as superintendents, managers and foremen. To do this would stop and eliminate the breaking and violating of our government contracts while in government control.

V. Coal-Mining Communities and Community Services

	Number of references
Housing, fuel, electricity, modern plumbing, running water, sanitation	72
Miners' Welfare and Retirement Fund	47
Hospitals and company doctors	12
Company stores: service and prices	9
Funerals and burial funds	5

ILLUSTRATIVE RESOLUTIONS:

S-64 FROM L. U. No. 5898, WEEKSBURY, KY.

Resolved, That all houses owned by the coal company that are rented to its employes be enclosed with a good fence to protect our children from automobiles and company trucks.

S-918 FROM L. U. No. 8007, CLOSPLINT, KY.

For each mining company to have running water in each house without extra cost.

S-112 FROM L. U. No. 5770, ECCLES, W. VA.

A better lighting system for every part of the Community is needed to enable people to travel after dark without fear of falling over some object, or being attacked by some hoodlum;
Much of the street lighting is furnished from the porch lights of residents who pay for this power out of their pocket at an exorbitant rate.

S-1142 FROM L. U. No. 6521, BIRCHTON, W. VA.

That there be a coal house for each dwelling house so that families can have dry coal to burn thereby have better heat during the cold winter months.

S-1017 FROM L. U. No. 1993, RENTON, PA.

That all miners living in company owned houses where the conditions are never too good as to sanitation, water, walks, etc., be given free rent upon shutdowns or suspensions of work, if the mine does not work ten days per month.

S-412 FROM L. U. No. 2338, EVERETTVILLE, W. VA.

Regarding the employment of M. D. Doctors for the miners and their families, we feel that as the members of the Local Union are the source of revenue, we should have a consideration as to who we hire and his qualifications, and that in a camp of proportions large enough to pay a considerate salary that we have a resident doctor.

S-751 FROM L. U. No. 6475, MATEWAN, W. VA.

Be it Resolved, That Local Union No. 6475, located at North Matewan, W. Va., District 17, employes of Red Jacket Coal Corp. of Red Jacket, W. Va., that all coal company stores be put on a non-profit basis for all employes.

R-83 FROM L. U. No. 2262, DILLES BOTTOM, OHIO

Whereas, Since the signing of the new contract the government has been forced to continue its operation of the mines; and

Whereas, The operators have continued to refuse acceptance of the contract agreed to with the government, particularly their opposition to the Health and Welfare Fund; and

Whereas, This obstinate stand of the operators in refusing to honor the agreement reached by the union with the government representatives, making necessary continued government operation of the mines; now therefore be it

Resolved, That Local Union No. 2262 of the U. M. W. of A. in regular meeting assembled, demands that a movement be initiated by our union to bring about the following: if the government continues to find it necessary to operate the mines, all profits derived from the industry shall be turned over to the Treasury of the United States.

R-71 FROM L. U. No. 3137, BAIRFORD, PA.

Be it Resolved, That a sick and death benefit fund be set up in each District of the United Mine Workers and payable through the Welfare Fund that was given to us in our last agreement negotiated with the Government.

Report of Scale Committee to 39th Convention, United Mine Workers of America, October 1-4, 1946 [1]

We, the members of your scale committee, have carefully examined all resolutions forwarded to this convention bearing upon wage scale matters, and we hereby recommend the following as a substitute for all such resolutions:

A. In order to effectuate the wage policies of this convention a National Policy Committee shall be established. This National Policy Committee, provided for herein, shall be clothed with authority to deal with all matters in the making of the next basic wage agreement.

The National Policy Committee shall be composed of the International Officers, the International Executive Board, the Executive Officers of each Bituminous District, and an additional number of District Wage Scale Committee members selected by the respective districts, as follows:

Districts 8, 10, 13, 14, 24, 27—One committeeman each.

Districts 3, 11, 15, 16, 21, 22, 23, 28—Two committeemen each.

Districts 4, 19, 20, 30, 31—Three committeemen each.

Districts 2, 5, 6, 12, 17, 29—Four committeemen each.

1. The wage agreement made with the government and known as the "Krug-Lewis Agreement," affecting the bituminous coal industry with the mines under government opera-

[1] United Mine Workers Journal, vol. 57, no. 20, October 15, 1946, p. 13. See also United Mine Workers of America, Proceedings of 39th Convention, 1946, vol. 1, pp. 417-419.

tion, is recognized as a temporary agreement. This agreement is national in character and, like the agreement which it superseded, was of national scope, and we therefore declare for the continuation and improvement, through the medium of collective bargaining, of a basic National Wage Agreement for the bituminous industry. This declaration of policy is made after full consideration of the facts growing out of the recent conference held between the Government, the representatives of the bituminous coal operators and the United Mine Workers of America which started in Washington, Wednesday, September 11, 1946. At that conference divergent views were expressed by the bituminous coal operators, and the suggestions of Admiral Moreell were at variance with the policies of the United Mine Workers. Consequently, our reaffirmation by this convention for National Bituminous Wage Agreements.

2. Many basic improvements are necessary in the present agreement now covering the bituminous mining industry. We therefore recommend that the National Policy Committee created by this convention, at the proper time to be decided upon by the aforesaid National Policy Committee, shall institute negotiations for a new National Agreement. The Policy Committee shall make proposals providing for: Improvement in the health and welfare fund; the proper adjustment of the matter affecting supervisory, technical and clerical employes; increase of wages and reduction of hours affecting all classifications of inside and outside employes; adjustment of vacations, holiday and severance compensation; improvement and compliance with mining, workmen's compensation and occupational disease laws; adjustment of intra-district and inter-district differentials and elimination of all inequalities affecting classification and compensation; elimination of inequalities and abuses of existing fining and penalty provisions of basic and collateral agreements; adjustment of all matters incident to unilateral interpretations of existing agreements; and consolidation of all benefits accruing from the present agreement.

3. All resolutions submitted to this convention by local unions in the bituminous districts covered by the National Wage Agreement and which are not specifically covered by these proposals shall be referred to the National Policy Committee, and in turn to the negotiating committee for consideration by the joint conference during the progress of negotiations; and every effort should be put forth for the elimination of abuses and correction of conditions as contemplated in such resolutions. All resolutions and matters affecting the anthracite wage agreement shall be referred to the next anthracite tri-district convention, which will be

held prior to the expiration date of the present anthracite wage agreement when terminated by and through the machinery provided for in said agreement.

Your scale committee believes that the adoption of this policy, which, in reality, was the same policy pursued previous to the making of the present agreement, is sound and constructive and will best protect and advance the interests of the mine workers of this country. All matters of any moment or concern to our people are covered completely, and on this basis the policy and negotiating committees will be able to follow and pursue a course of action that will be effective in promoting the welfare of the membership of the United Mine Workers of America. (Unanimously adopted.)

PRESIDENTIAL ORDER TERMINATING WAGE STABILIZATION, November 9, 1946 [1]

Executive Order 9801
Removing Wage and Salary Controls Adopted Pursuant to the Stabilization Act of 1942

By virtue of the authority vested in me by the Constitution and statutes of the United States, and particularly by the Stabilization Act of 1942, as amended, and for the purpose of further effecting an orderly transition from war to a peacetime economy, it is hereby ordered as follows:

All controls heretofore in effect stabilizing wages and salaries pursuant to the provisions of the Stabilization Act of 1942, as amended, including any Executive Order or regulation issued thereunder, are hereby terminated; except that as to offenses committed, or rights or liabilities incurred, prior to the date hereof, the provisions to such Executive Orders and regulations shall be treated as still remaining in force for the purpose of sustaining any proper suit, action or prosecution with respect to any such right, liability or offense.

HARRY S. TRUMAN.

November 9, 1946.

[1] Mimeographed release from the White House. Also published in New York Times, November 10, 1946.

RESTRAINING ORDER of Judge Goldsborough, November 18, 1946 [1]

This action came on to be heard on the verified complaint of the United States of America, and the affidavits of J. A. Krug, Secretary of the Interior; Robert P. Patterson, Secretary of War; James Forrestal, Secretary of the Navy; J. D. Small, Administrator, Civilian Production Administration; G. H. Helmbold, Managing Director, Ship Operations, United States Maritime Commission; Leland Olds, Chairman, Federal Power Commission; James A. Crabtree, Acting Surgeon General, United States Public Health Service; and J. M. Johnson, Director, Office of Defense Transportation, filed herein, and upon the plaintiff's application for a temporary restraining order against the defendants; and it appearing to the court that the defendant, the United Mine Workers of America, has given to the Secretary of the Interior a notice dated Nov. 15, 1946, purporting to terminate the so-called Krug-Lewis Agreement dated May 29, 1946, as of 12 o'clock p. m. midnight, Nov. 20, 1946, and it further appearing that said agreement applies to the employment of members of said United Mine Workers of America serving in the bituminous coal mines now in the possession of the United States of America acting by the Secretary of the Interior, and it further appearing that it is the announced practice of the members of the United Mine Workers of America to refuse to work in the mines while there is no contract in effect with the operator of the mines; and it further appearing that if the purported notice of termination is permitted to remain in effect, the miners may walk out of the mines, and refuse to resume work, and that the resultant stoppage in bituminous coal production will cause great loss and irreparable damage to the plaintiff, and that such stoppage will directly interfere with governmental operations and sovereign functions, and will adversely affect great public interest, and will seriously endanger the public welfare and safety, and it further appearing that the action of the defendants may deprive the court of full and effective jurisdiction over the claim set forth in the complaint, and may impair, obstruct, or render fruitless, the court's determination of this action:

Now, therefore, it is by the court this 18th day of November, 1946,

Ordered that the defendants and each of them and their agents, serv-

[1] New York Times, November 19, 1946; Court Order Barring Coal Strike, Associated Press dispatch dated Washington, November 18. See also U. S. District Court for the District of Columbia, United States of America v. United Mine Workers of America and John L. Lewis, Civil No. 37,764, November 18, 1946, Par. 63,438, Temporary Restraining Order Against Defendants, in Commerce Clearing House, Labor Law Service, New York, November 21, 1946, 3rd ed., p. 70,048.

ants, employes and attorneys, and all persons in active concert or participation with them, be and they are hereby restrained pending further order of this court from permitting to continue in effect the notice heretofore given by the defendant, John L. Lewis, to the Secretary of Interior dated Nov. 15, 1946; and from issuing or otherwise giving publicity to any notice that or to the effect that the Krug-Lewis agreement has been, is, or will at some future date be terminated, or that said agreement is or shall at some future date be nugatory or void at any time during government possession of the bituminous coal mines; and from breaching any of their obligations under said Krug-Lewis agreement; and from coercing, instigating, inducing or encouraging the mine workers at the bituminous coal mines in the Government's possession, or any of them, or any person, to interfere by strike, slowdown, walkout, cessation of work, or otherwise, with the operation of said mines by continuing in effect the aforesaid notice or by issuing any notice of termination of agreement or through any other means or device; and from interfering with or obstructing the exercise by the Secretary of the Interior of his functions under Executive Order 9728; and from taking any action which would interfere with this court's jurisdiction or which would impair, obstruct, or render fruitless, the determination of this case by the court;

And it is further ordered that this restraining order shall expire at 3 o'clock p. m. on Nov. 27, 1946, unless before such time the order for good cause shown is extended, or unless the defendants consent that it may be extended for a longer period;

And it is further ordered that plaintiff's motion for preliminary injunction be set down for hearing on Nov. 27, 1946, at 10 o'clock a. m.

UNION ORDER FOR RESUMPTION OF WORK IN MINES, December 7, 1946 [1]

To all members and all local unions in the bituminous districts of the United States, United Mine Workers of America:

Greetings:

The Administration "yellow-dog" injunction has reached the Supreme Court. The Supreme Court of the United States is a Constitutional Court. Its powers are derived from the Federal Constitution. The Supreme Court is, and we believe will ever be, the protector of American liberties and the rightful privileges of individual citizens. The issues before the Court are fateful for our Republic. It may be presumed that

[1] New York Times, December 8, 1946; Lewis' Order to Miners, Associated Press dispatch dated Washington, December 7.

the verdict of the Court, when rendered, will affect the life of every citizen. These weighty considerations and the fitting respect due the dignity of this high tribunal imperatively require that, during its period of deliberation, the Court be free from public pressure superinduced by the hysteria and frenzy of an economic crisis. In addition, public necessity requires the quantitative production of coal during such period.

Each member is therefore advised as follows:

All mines in all districts will resume production of coal immediately until 12.00 o'clock midnight, March 31, 1947. Each member is directed to return to work immediately to their usual employment, under the wages, working hours and conditions of employment in existence on and before November 20, 1946. Each mine committee, in cooperation with the officers of each bituminous district, will enforce these employment conditions at each mine. Further advice and instructions will be sent from time to time as authorized by the national policy committee or the responsible and authoritative officers of your organization.

During the working period thus defined, the negotiating committee of the United Mine Workers of America will be willing to negotiate a new wage agreement for the bituminous industry with such parties as may demonstrate their authority so to do, whether it be an alphabetical agency of the United States Government or the associated coal operators. If, as and when such negotiations ensue, your representatives will act in full protection of your interests, within the limitations of the findings of the Supreme Court of the United States. Let there be no hesitation upon the part of any individual member with respect to the effectuation of the policy herein defined. Complete unity of action is our sole source of strength. We will, as always, act together and await the rendition of legal and economic justice.

I salute you, beside whom I have been privileged to fight.

Sincerely,

JOHN L. LEWIS.

FEDERAL ANTI-INJUNCTION LAW, "Norris-LaGuardia Act";[1] excerpts

Section 1. Jurisdiction of court.—No court of the United States . . . shall have jurisdiction to issue any restraining order or temporary or permanent injunction in a case involving or growing out of a labor dispute, except in a strict conformity with the provisions of this act;

[1] Public Act No. 65, signed March 23, 1932, by President Hoover; reprinted in full in Monthly Labor Review (U. S. Bureau of Labor Statistics), vol. 35, no. 1, July, 1932, pp. 70-73.

nor shall any such restraining order or temporary or permanent injunction be issued contrary to the public policy declared in this act.

Section 2. Declaration of policy.— . . . Whereas under prevailing economic conditions, developed with the aid of governmental authority for owners of property to organize in the corporate and other forms of ownership association, the individual unorganized worker is commonly helpless to exercise actual liberty of contract and to protect his freedom of labor, and thereby to obtain acceptable terms and conditions of employment, wherefore, though he should be free to decline to associate with his fellows, it is necessary that he have full freedom of association, self-organization, and designation of representatives of his own choosing, to negotiate the terms and conditions of his employment, and that he shall be free from the interference, restraint, or coercion of employers of labor, or their agents, in the designation of such representatives or in self-organization or in other concerted activities for the purpose of collective bargaining or other mutual aid or protection; therefore, the following definitions of, and limitations upon, the jurisdiction and authority of the courts of the United States are hereby enacted.

Section 3. Antiunion contracts.— Any undertaking or promise, such as is described in this section, or any other undertaking or promise in conflict with the public policy declared in section 2 of this act, is hereby declared to be contrary to the public policy of the United States, shall not be enforceable in any court of the United States, and shall not afford any basis for the granting of legal or equitable relief by any such court, including specifically the following:

Every undertaking or promise hereafter made, whether written or oral, express or implied, constituting or contained in any contract or agreement of hiring or employment between any individual, firm, company, association, or corporation, and any employee or prospective employee of the same, whereby

(a) Either party to such contract or agreement undertakes or promises not to join, become, or remain a member of any labor organization or of any employer organization; or

(b) Either party to such contract or agreement undertakes or promises that he will withdraw from an employment relation in the event that he joins, becomes, or remains a member of any labor organization or of any employer organization.

Section 4. Restriction on injunctions.—No court of the United States shall have jurisdiction to issue any restraining order or temporary or permanent injunction in any case involving or growing out of any labor dispute to prohibit any

person or persons participating or interested in such dispute (as these terms are herein defined) from doing, whether singly or in concert, any of the following acts:

(a) Ceasing or refusing to perform any work or to remain in any relation of employment;

(b) Becoming or remaining a member of any labor organization or of any employer organization, regardless of any such undertaking or promise as is described in section 3 of this act;

(c) Paying or giving to, or withholding from, any person participating or interested in such labor dispute, any strike or unemployment benefits or insurance, or other moneys or things of value;

(d) By all lawful means aiding any person participating or interested in any labor dispute who is being proceeded against in, or is prosecuting, any action or suit in any court of the United States or of any State;

(e) Giving publicity to the existence of, or the facts involved in, any labor dispute, whether by advertising, speaking, patrolling, or by any other method not involving fraud or violence;

(f) Assembling peaceably to act or to organize to act in promotion of their interests in a labor dispute;

(g) Advising or notifying any person of an intention to do any of the acts heretofore specified;

(h) Agreeing with other persons to do or not to do any of the acts heretofore specified; and

(i) Advising, urging, or otherwise causing or inducing without fraud or violence the acts heretofore specified, regardless of any such undertaking or promise as is described in section 3 of this act.

Section 5. Same; concerted action.—No court of the United States shall have jurisdiction to issue a restraining order or temporary or permanent injunction upon the ground that any of the persons participating or interested in a labor dispute constitute or are engaged in an unlawful combination or conspiracy because of the doing in concert of the acts enumerated in section 4 of this act.

Section 6. Responsibility for acts.—No officer or member of any association or organization, and no association or organization participating or interested in a labor dispute, shall be held responsible or liable in any court of the United States for the unlawful acts of individual officers, members, or agents, except upon clear proof of actual participation in, or actual authorization of, such acts, or of ratification of such acts after actual knowledge thereof.

. . . . . .

Section 13. Definitions.— . . . (c) The term "labor dispute" includes any controversy concerning terms or

conditions of employment, or concerning the association or representation of persons in negotiating, fixing, maintaining, changing, or seeking to arrange terms or conditions of employment, regardless of whether or not the disputants stand in the proximate relation of employer and employee.

. . . . . .

SUPREME COURT DECISION IN THE MINERS' CASE [1]

United States v. United Mine Workers: excerpts from text of majority opinion delivered in Washington, D. C., March 6, 1947

[In an introductory section the case is reviewed and the findings of the lower court presented.]

Defendants' first and principal contention is that the restraining order and preliminary injunction were issued in violation of the Clayton and Norris-LaGuardia Acts. We have come to a contrary decision.

It is true that Congress decreed in § 20 of the Clayton Act that "no such restraining order or injunction shall prohibit any person or persons . . . from recommending, advising, or persuading others . . ." to strike. . . . For reasons which will be explained at greater length in discussing the applicability of the Norris-LaGuardia Act, we cannot construe the general term "employer" to include the United States, where there is no express reference to the United States and no evident affirmative grounds for believing that Congress intended to withhold an otherwise available remedy from the Government as well as from a specified class of private persons.

. . . . . .

There is an old and well-known rule that statutes which in general terms divest pre-existing rights or privileges will not be applied to the sovereign without express words to that effect.

. . . . . .

The absence of any comparable provision extending the term to sovereign governments implies that Congress did not desire the term to extend to them.

. . . . . .

The defendants contend, however, that workers in mines seized by the Government are not employees of the federal Government; that in operating the mines thus seized, the Government is not engaged in a sovereign function; and that, consequently, the situation in this case does not fall within the area which we have indicated as lying outside the scope of the Norris-LaGuardia Act. It is clear, however, that workers in the mines seized by the Government under the authority of the War Labor Disputes Act stand in

[1] Supreme Court of the United States, Opinion together with concurring and dissenting opinions in the case of the United States of America v. United Mine Workers of America, and John L. Lewis, respectively, October Term, 1946, published as Senate Document No. 16. Government Printing Office, Washington, 1947.

an entirely different relationship to the federal Government with respect to their employment from that which existed before the seizure was effected. That Congress intended such was to be the case is apparent both from the terms of the statute and from the legislative deliberations preceding its enactment.

Section 3 of the War Labor Disputes Act calls for the seizure of any plant, mine, or facility when the President finds that the operation thereof is threatened by strike or other labor disturbance and that an interruption in production will unduly impede the war effort. Congress intended that by virtue of Government seizure, a mine should become, for purposes of production and operation, a Government facility in as complete a sense as if the Government held full title and ownership. Consistent with that view, criminal penalties were provided for interference with the operation of such facilities. Also included were procedures for adjusting wages and conditions of employment of the workers in such a manner as to avoid interruptions in production. The question with which we are confronted is not whether the workers in mines under Government seizure are "employees" of the federal Government for every purpose which might be conceived, but whether, for the purposes of this case, the incidents of the relationship existing between the Government and the workers are those of governmental employer and employee.

. . . . . .

We hold that in a case such as this, where the Government has seized actual possession of the mines, or other facilities, and is operating them, and the relationship between the Government and the workers is that of employer and employee, the Norris-LaGuardia Act does not apply.

. . . . . .

In the case before us, the District Court had the power to preserve existing conditions while it was determining its own authority to grant injunctive relief. The defendants, in making their private determination of the law, acted at their peril. Their disobedience is punishable as criminal contempt.

. . . . . .

We well realize the serious proportions of the fines here imposed upon the defendant union. But a majority feels that the course taken by the union carried with it such a serious threat to orderly constitutional government, and to the economic and social welfare of the nation, that a fine of substantial size is required in order to emphasize the gravity of the offense of which the union was found guilty. The defendant Lewis, it is true, was the aggressive leader in the studied and deliberate noncompliance with the order of the District Court; but, as the record

shows, he stated in open court prior to imposition of the fines that "the representatives of the United Mine Workers determined that the so-called Krug-Lewis agreement was breached." . . . Loyalty in responding to the orders of their leader may, in some minds, minimize the gravity of the miners' conduct; but we cannot ignore the effect of their action upon the rights of other citizens, or the effect of their action upon our system of government. The gains, social and economic, which the miners and other citizens have realized in the past are ultimately due to the fact that they enjoy the rights of free men under our system of government. Upon the maintenance of that system depends all future progress to which they may justly aspire. In our complex society, there is a great variety of limited loyalties, but the overriding loyalty of all is to our country and to the institutions under which a particular interest may be pursued. We are aware that the defendants may have sincerely believed that the restraining order was ineffective and would finally be vacated. . . . They had full opportunity to comply with the order of the District Court, but they deliberately refused obedience and determined for themselves the validity of the order. . . . Their conduct showed a total lack of respect for the judicial process. Punishment in this case is for that which the defendants had done prior to imposition of the judgment in the District Court, coupled with a coercive imposition upon the defendant union to compel obedience with the Court's outstanding order.

. . . . . .

Excerpts from Dissenting Opinion of Justice Rutledge [1]

Not only was the penalty against the union excessive, as the Court holds. Vice infected both "fines" more deeply. As the proceeding itself is said to have been both civil and criminal, so are the two "fines." Each was imposed in a single lump sum, with no allocation of specific portions as among civil damages, civil coercion and criminal punishment. The Government concedes that some part of each "fine" was laid for each purpose. But the trial court did not state, and the Government has refused to speculate, how much was imposed in either instance for each of those distinct remedial functions.

. . . . . .

This commingling of the various forms of relief, like that of the proceedings themselves, deprives these contemnors of any possibility for having the scope of the relief given against them measured according to law.

That is no insubstantial deprivation. When hybrid proceedings can produce hybrid penalties, concealing what is for punishment and what

[1] Ibid., pp. 121-130.

remedial, what criminal and what civil, and in the process can discard constitutional procedural protections against just such consequences, as convenience or other wholly discretionary impulse may command, then indeed to the extent we allow this will we have adopted the continental tradition of the civilians and rejected our own. No case in this Court heretofore has ever sustained such conglomerate proceedings and penalties.

. . . . . .

No right is absolute. Nor is any power, governmental or other, in our system. There can be no question that it provides power to meet the greatest crises. Equally certain is it that under "a government of laws and not of men" such as we possess, power must be exercised according to law; and government, including the courts, as well as the governed, must move within its limitations.

This means that the courts and all other divisions or agencies of authority must act within the limits of their respective functions. Specifically it means in this case that we are bound to act in deference to the mandate of Congress concerning labor injunctions, as in judgment and conscience we conceive it to have been made. The crisis here was grave. Nevertheless, as I view Congress' action, I am unable to believe that it has acted to meet, or authorized the courts to meet, the situation which arose in the manner which has been employed.

No man or group is above the law. All are subject to its valid commands. So are the government and the courts. If, as I think, Congress has forbidden the use of labor injunctions in this and like cases, that conclusion is the end of our function. And if modification of that policy is to be made for such cases, that problem is for Congress in the first instance, not for the courts.

Mr. Justice Murphy joins in this opinion.

Excerpts from Dissenting Opinion of Justice Murphy [1]

It cannot be denied that this case is one growing out of a labor dispute between the private coal operators and the private miners.

. . . . . .

The crux of this case is whether the fact that the Government took over the possession and operation of the mines changed the private character of the underlying labor dispute between the operators and the miners so as to make inapplicable the Norris-LaGuardia Act. The answer is clear. Much has been said about the Government's status as employer and the miners' status as Government employees following the seizure. In my opinion, the miners remained private employees despite the temporary gloss of Government

[1] Ibid., pp. 80-86.

possession and operation of the mines; they bear no resemblance whatever to employees of the executive departments, the independent agencies and the other branches of the Government. But when all is said and done, the obvious fact remains that this case involves and grows out of a labor dispute between the operators and the miners. Government seizure of the mines cannot hide or change that fact. Indeed, the seizure took place only because of the existence of the dispute and because it was thought some solution might thereafter result. The dispute, however, survived the seizure and is still very much alive. And it still retains its private character, the operators on the one side and the coal miners on the other.

. . . . . .

Moreover, if seizure alone justifies an injunction contrary to the expressed will of Congress, some future Government could easily utilize seizure as a subterfuge for breaking any or all strikes in private industries. Under some war-time or emergency power, it could seize private properties at the behest of the employers whenever a strike threatened or occurred on a finding that the public interest was in peril. A restraining order could then be secured on the specious theory that the Government was acting in relation to its own employees. The workers would be effectively subdued under the impact of the restraining order and contempt proceedings. After the strike was broken, the properties would be handed back to the private employers. That essentially is what has happened in this case. That is what makes the decision today so full of dangerous implications for the future. Moreover, if the Government is to use its seizure power to repudiate the Norris-LaGuardia Act and to intervene by injunction in private labor disputes, that policy should be determined by Congress.

. . . . . .

It has been said that the actions of the defendants threatened orderly constitutional government and the economic and social stability of the nation. Whatever may be the validity of those statements, we lack any power to ignore the plain mandates of Congress and to impose vindictive fines upon the defendants. They are entitled to be judged by this Court according to the sober principles of law. A judicial disregard of what Congress has decreed may seem justified for the moment in view of the crisis which gave birth to this case. But such a disregard may ultimately have more disastrous and lasting effects upon the economy of the nation than any action of an aggressive labor leader in disobeying a void court order. The cause of orderly constitutional government is ill-served by misapplying the law as it is written, inadequate though it may be, to meet an emergency situation, especially where that misapplication permits punitive sanctions to be placed upon an individual or an organization.

STATISTICS OF PRODUCTION, LABOR PRODUCTIVITY, AND DAYS WORKED

Production, men employed, value per ton, days worked, and tonnage per man, 1936-1945, compared with 1916-1920, in bituminous-coal and lignite mines in the United States [a]

Year	Production (net tons)	Average value per ton	Men employed	Average number of days worked	Net tons per man	
					Per day	Per year
1936	439,087,903	$1.76	477,204	199	4.62	920
1937	445,531,449	1.94	491,864	193	4.69	906
1938	348,544,764	1.95	441,333	162	4.89	790
1939	394,855,325	1.84	421,788	178	5.25	936
1940	460,771,500	1.91	439,075	202	5.19	1,049
1941	514,149,245	2.19	456,981	216	5.20	1,125
1942	582,692,937	2.36	461,991	246	5.12	1,261
1943	590,177,069	2.69	416,007	264	5.38	1,419
1944	619,576,240	2.92	393,347	278	5.67	1,575
1945	577,617,327[b]	.....	383,100[b]	261[b]	5.78[b]	.....
1916	502,519,682	1.32	561,102	230	3.90	896
1917	551,790,563	2.26	603,143	243	3.77	915
1918	579,385,820	2.58	615,305	249	3.78	942
1919	465,860,058	2.49	621,998	195	3.84	749
1920	568,666,683	3.75	639,547	220	4.00	881

[a] Adapted from Table 13, Growth of the bituminous-coal and lignite-mining industry in the United States, 1890-1944, in "Bituminous Coal and Lignite," chapter preprint from Minerals Yearbook, 1945, U. S. Department of the Interior, Bureau of Mines, Government Printing Office, Washington, 1946, pp. 21-22.

[b] From A Medical Survey of the Bituminous-Coal Industry, Report of the Coal Mines Administration, Washington, 1947, p. xv.

PREVIOUS STUDIES OF BITUMINOUS-COAL INDUSTRY BY THE DEPARTMENT OF INDUSTRIAL STUDIES, PUBLISHED BY RUSSELL SAGE FOUNDATION

The American Miners' Association: A record of the origin of miners' unions in the United States, by Edward A. Wieck, 1940. 330 pp.

The Coal Miners' Insecurity, by Louis Bloch, 1922. 50 pp.
Facts about irregularity of employment in the bituminous-coal industry in the United States.

Labor Agreements in Coal Mines, by Louis Bloch, 1931. 513 pp.
A study of experience in the bituminous-coal fields of Illinois, describing collective agreements, how they are made, and the plan of administration; interpretation in practice, as shown in an analysis of actual disputes and machinery for handling them, and final decisions and the record of enforcement of the contract. Contains text of relevant documents.

Employes' Representation in Coal Mines, by Ben M. Selekman and Mary van Kleeck, 1924. 454 pp.
A comprehensive study of the first experiment in employes' representation—the "Rockefeller Plan"—which was the beginning of the company unions.

Miners and Management: A study of the collective agreement between the United Mine Workers of America and the Rocky Mountain Fuel Company, and an analysis of the problem of coal in the United States, by Mary van Kleeck, 1934. 391 pp.

Postponing Strikes: A study of the Industrial Disputes Investigation Act of Canada, by Ben M. Selekman, 1927. 405 pp.
This study, while including other industries, is of special interest in relation to coal mining because the act was passed as a result of a coal strike in western Canada in 1906, and substantial data are given concerning its application to the coal industry.

Preventing Fatal Explosions in Coal Mines: A study of recent major disasters in the United States as accompaniments of technological change, by Edward A. Wieck, 1942. 156 pp.

Technology and Livelihood: An inquiry into the changing technological basis for production as affecting employment and living standards, by Mary L. Fleddérus and Mary van Kleeck, 1944. 237 pp.
Contains data on technological change and increasing labor productivity in the bituminous-coal industry.