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# BITUMINOUS COAL STOPPAGE

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## BITUMINOUS COAL STOPPAGE, 1939

WITH the expiration of agreements between operators of bituminous-coal mines and the United Mine Workers of America, at midnight, March 31, 1939, work ceased at mines in the Appalachian area<sup>1</sup> and the State of Alabama. Only the necessary maintenance men were authorized to remain at work for protection of the idle mining properties; also a few mines producing coal for hospitals and utilities of vital necessity to local communities continued in operation.

Bituminous-coal mining has for many years been one of the largest of the major industries in the United States. One man out of about every 100 gainfully occupied in the United States in 1939 is attached to the bituminous-mining industry. Employment in the industry increased from less than 200,000 in 1890 to 300,000 in 1900, 550,000 in 1910, 640,000 in 1920, a high of 705,000 in 1923, then decreased year by year to 406,000 in 1932, rose again during the next 5 years to nearly 492,000 in 1937, then fell to an estimated 435,000 in 1938, and to an estimated 401,000 in March 1939—just before the suspension began.

The companies operating the Nation's somewhat less than 7,000 bituminous-coal mines are for the most part organized into associations through which more or less uniform labor conditions and collective-bargaining arrangements are established. The associations in some cases cover only local fields and in others are State-wide. In the 8-State Appalachian area, the operators are organized into 21 associations, which usually negotiate as a unit through a representative committee.

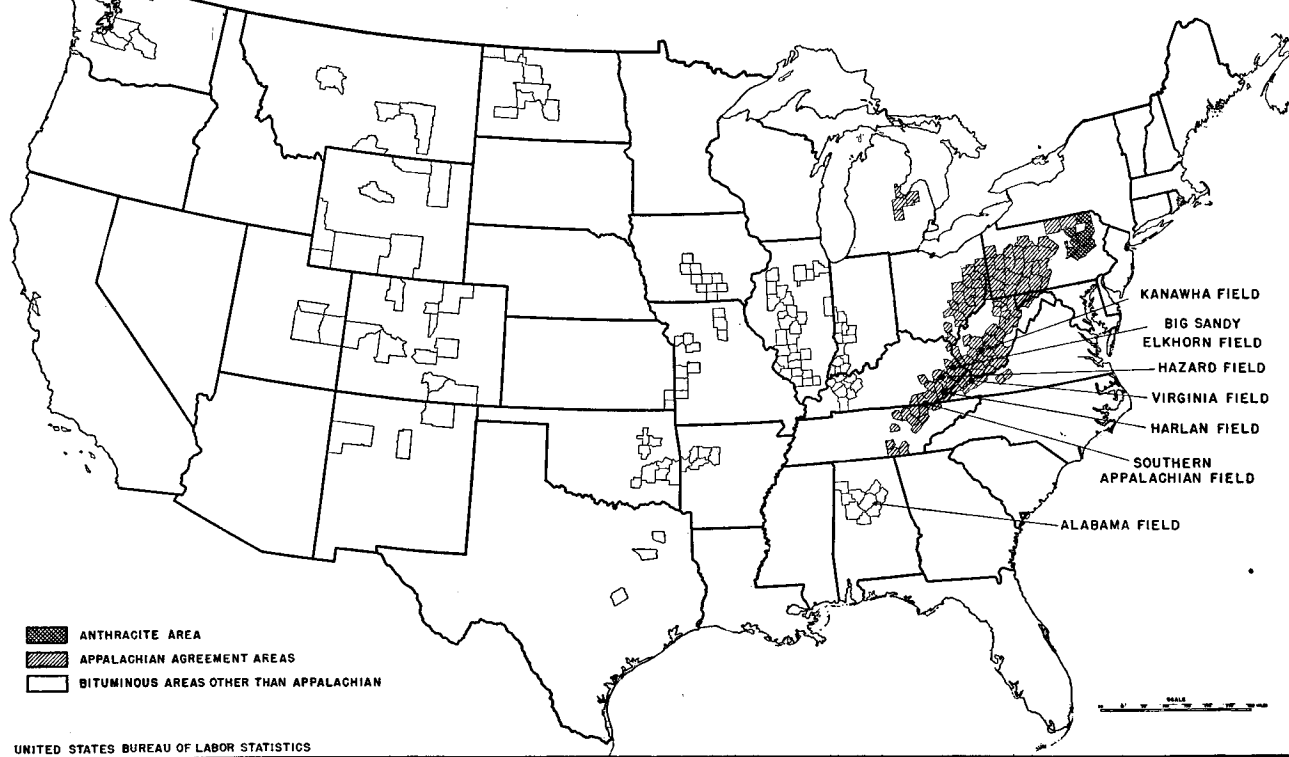
The United Mine Workers of America was organized in 1890. Although the union includes in its membership workers in anthracite mines and, in recent years, workers in gas, coke, and coal-processing plants, the big majority of its members are in the bituminous industry. In most of the fields the workers "in and around the mines" belong to the union almost 100 percent.

### *Previous Agreements*

For several years prior to the unsuccessful strikes of 1927 and 1928, the basic union agreement in the bituminous-coal mining industry had been with operators of the "central competitive field," consisting of Illinois, Indiana, Ohio, and western Pennsylvania. Certain standards and policies, as embodied in the basic agreement, served as patterns for the individual district agreements and led to more or less uniform conditions throughout the industry, with some variations caused by

<sup>1</sup> Includes bituminous mines in Pennsylvania, Ohio, Michigan, Maryland, West Virginia, Eastern Kentucky, Virginia, and Tennessee.

# PRINCIPAL COAL PRODUCING COUNTIES IN THE UNITED STATES



local conditions. The last basic agreement with the central competitive field was the Jacksonville agreement, which ran from 1924 to March 31, 1927. With the expiration of this agreement there was a strike of approximately 165,000 miners. This strike, like the one in the following year, was unsuccessful and resulted in the men's returning to work under agreements with individual employers or local associations, or with no agreements at all.

The first Appalachian agreement was reached in September 1933, at the time the NRA code for the bituminous industry was established. That agreement, which expired March 31, 1934, provided for a 5-day, 40-hour week, and a wage scale of \$4.60 per day for skilled inside men north of the Ohio River, as compared with \$4.20 south of the Ohio River. The agreement was renewed April 1, 1934, for a year, establishing the 7-hour day and providing wage increases for the skilled inside workers, in both the North and the South, amounting to 40 cents per day. Upon the expiration of this agreement, March 31, 1935, the Federal Government assisted in arranging an extension of the agreement for a short time, with a continuation of work while negotiations for a new contract were being carried on. One extension after another was arranged, and when no agreement had been reached, the union called a strike, September 23, 1935. This strike of about 400,000 mine workers lasted only a week when a new agreement providing for an increase of 9 cents in tonnage rates went into effect October 1 for a period ending March 31, 1937. In early April 1937, a new agreement was signed for a period of 2 years, retaining the 35-hour week, providing wage increases for both day workers and tonnage workers, and for the first time providing time and a half for overtime. Day rates under this agreement were \$6.00 in the North and \$5.60 in the South.

### *Beginning of 1939 Negotiations*

On March 14, 1939, a little more than 2 weeks before the expiration of the agreement, the Appalachian Joint Conference of the United Mine Workers of America and the operators of the Appalachian bituminous area began discussions in New York City. The policy committee of the union presented a list of demands, among which were wage increases of 50 cents a day for all inside and outside day workers, with corresponding increases in tonnage and yardage rates, and the establishment of a 5-day, 30-hour week. A counterproposal of a reduction of 50 cents per day in wage rates was offered by the operators, who later offered to renew the old contract without change for a period of 2 years. The union offered to renew the contract provided the operators would consent to one of two changes—the elimination of the penalty clause, or exclusive recognition and the union shop. The penalty clause in the old agreement imposed a penalty of \$1 per man

per day in most districts for any strike or lock-out in violation of the agreement.

### *Shut-Down of Mines*

Negotiations were deadlocked when the old agreement expired on April 1, which brought on a shut-down of mines throughout the Appalachian area. Both sides authorized the continuance of work of all necessary maintenance men, and district union officials were empowered to grant permission for production of coal where absolutely necessary for hospitals, etc., and utilities of vital necessity to local communities.

Simultaneously with the shut-down in the Appalachian fields the union miners in Alabama stopped work. In all other bituminous districts the men were directed to continue operations under extension agreements while the Appalachian negotiations were pending in New York. When no agreement had been reached by April 20, however, the union gave the 15 days' notice required under the extension agreements for the midwestern and western fields, the shut-down thereby becoming practically industry-wide by May 5. The shortage of coal, which had already caused curtailment of operations and lay-offs in the steel industry and on some railroads, began to present a serious problem. In New York City where the conferences were in session, subway service was curtailed 25 percent in order to conserve the city's diminishing supply of coal.

### *Federal Negotiations*

Although negotiations at New York City remained deadlocked, and a complete collapse of the conference threatened, the Labor Department's Conciliation Service succeeded in keeping the negotiating bodies intact, as the Government emphasized the public interests concerned and the grave consequences which would result from a prolonged continuation of the dispute. On May 8 the Secretary of Labor participated personally in a joint conference of the operators and miners and conveyed an invitation from the President of the United States for representatives of the two groups to meet with him at the White House the next morning. At the White House conference on May 9, the President stated that since both sides were agreed on the basic principles of wages, hours, and recognition of the union, the negotiators should be able to work out such details as were necessary to get the mines into operation.

### *Settlements by Individual Associations and Employers*

On May 11, when no agreement had been reached as requested by the President, the union issued orders to its outlying district presi-

dents to arrange 2-year agreements in areas where operators would accept the union-shop provision which the Appalachian operators had so far rejected. Approval was given to renewal of the old agreements for a period of 2 years with the addition of two sentences, which read:

It is agreed that the United Mine Workers of America is recognized herein as the exclusive bargaining agent representing employees of the parties of the first part. It is agreed that as a condition of employment all employees shall be members of the United Mine Workers of America except in those exempted classifications of employment as provided in this contract.

On May 12, when an agreement covering the entire Appalachian area appeared hopeless, it was decided that any individual operators and association members who were willing, could sign the all-union agreement in order that production could be resumed in at least part of the mines. The agreement was accepted by 15 of the 21 employers' associations. The six rejecting associations were the Harlan (Ky.), Hazard (Ky.), Big Sandy Elkhorn (Ky.), Southern Appalachian (Ky. and Tenn.), Virginia (Va.), and Kanawha (W. Va.) coal operators' associations.

Within less than a week agreements containing the union-shop clause had been reached, and work was resumed throughout the western, midwestern, and most of the eastern fields. By May 17, agreements were signed by 5 of the 6 associations in the Appalachian area which refused to sign on May 12. The exception was the Harlan County Coal Operators Association. Most of the operators in Alabama signed on May 18. Settlement with the remaining companies in Alabama, principally operators of "captive mines" (i. e., owned by steel companies), were concluded during the next 4 or 5 weeks.

Production, which had been running between 7 and 8 million tons per week just prior to April 1, and which fell to 1,935,000 tons for the first week in April and to a low of 1,071,000 tons in the week ending May 13, rose during the next week to 5,125,000 tons, and in the following week to 6,210,000 tons. In spite of the 6-week stoppage, resumption of work very shortly resulted in the mines being able to meet the market requirements.

C In Harlan County, Ky., National Guard troops were ordered out immediately, when the association which refused to sign the Appalachian agreement planned to operate some of its mines without a contract. A few mines opened Monday, May 15, in the area patrolled by the troops, although the union claimed only skeleton crews reported for work. Within a week the union began signing contracts with individual companies in the county which did not belong to the Harlan County Coal Operators Association, and by

the end of May about half of the 14,000 miners in the area had returned to work under union-shop agreements. Members of the association, together with a few small operators outside the association, however, still continued their opposition and refused to sign until about June 15, when the association stopped negotiating as a unit and decided to let individual companies carry on negotiations and sign agreements if they chose. One of the association members signed the agreement about June 20. The others held out until July 19, when association and union representatives met with a Federal conciliator and concluded a union-recognition agreement which omitted the penalty clause but did not provide for the closed shop.

With the exception of a part of the Illinois fields under contract with the Progressive Mine Workers, practically the entire bituminous industry is now operating under agreement with the United Mine Workers of America.

### *Question of Unemployment-Compensation Benefits*

The suspension of work in the bituminous coal fields was the first major cessation of work in which a number of State unemployment-compensation agencies held the workers involved to be disqualified from benefit for unemployment because of participation in a labor dispute, as provided in State unemployment-compensation laws. Although both the precise wording of the labor-dispute provisions and the findings of fact made by the various State unemployment-compensation agencies vary, it is significant that of the 14 State unemployment-compensation agencies from which administrative decisions had been received up to August 1, 10 agencies held the miners disqualified from benefits and 4 allowed benefits. In the Appalachian area, 5 State agencies (those of Kentucky, Michigan, Ohio, Tennessee, and Virginia) disallowed benefits, and 2 State agencies (Pennsylvania and Maryland) allowed benefits. Among States outside the Appalachian area, 5 State unemployment-compensation agencies (Alabama, Colorado, Indiana, Utah, and Wyoming) held the miners disqualified, and 2 State agencies (Iowa and Kansas) allowed benefits.

In a large number of these States, the decisions received to date are not decisions of the final administrative appeal body established under State unemployment-compensation laws, and it is therefore possible that the situation may be altered upon appeal. In some States it is expected that appeals from administrative decisions will be carried to the courts in order to obtain judicial construction of the various labor-dispute disqualifications as applied to the varying factual situations presented by this general suspension of work.

## *Appalachian Agreement*

The text of the Appalachian Agreement, which was signed in New York City on May 12, 1939, is given below:

### THE APPALACHIAN AGREEMENT

THIS AGREEMENT, made the 12th day of May, 1939, between the Central Pennsylvania Coal Producers' Association, Georges Creek and Upper Potomac Coal Association, Somerset County Coal Operators' Association, Western Pennsylvania Coal Operators' Association, Ohio Coal Association, Michigan Coal Operators' Association, Northern Panhandle of West Virginia Coal Operators' Association, Northern West Virginia Coal Association, Operators' Association of Williamson Field, Logan Coal Operators' Association, New River Coal Operators' Association, Pocahontas Operators' Association, Winding Gulf Operators' Association, Greenbrier Coal Operators' Association, and Upper Buchanan Smokeless Coal Operators' Association, and voluntary associations on behalf of each member thereof hereinafter referred to as the Operators, party of the first part, and the International Union, United Mine Workers of America, and Districts 2, 3, 4, 5, 6, 16, 17, 19, 24, 28, 30 and 31, hereinafter referred to as the Mine Workers and on behalf of each member thereof, party of the second part. (New Districts of the United Mine Workers of America may be established in this territory).

WITNESSETH: It is agreed that this contract is for the exclusive joint use and benefit of the contracting parties as heretofore defined and set forth in this Agreement. It is agreed that the United Mine Workers of America is recognized herein as the exclusive bargaining agency representing the employees of the parties of the first part. It is agreed that as a condition of employment all employees shall be members of the United Mine Workers of America, except in those exempted classifications of employment as provided in this contract. (See note.) It is the intent and purpose of the parties hereto that this Agreement will promote an improved industrial and economic relationship in the bituminous coal industry, and to set forth herein the basic agreements covering rates of pay, hours of work, and conditions of employment to be observed between the parties in the following districts constituting the Appalachian Territory:

Northern Territory—Pennsylvania, Michigan, Ohio, together with Ohio, Brooke, Hancock and Marshall Counties of West Virginia, and northern West Virginia, including counties of Barbour, Braxton, Calhoun, Doddridge, Gilmer, Harrison, Jackson, Lewis, Marion, Monongalia, Pleasants, Preston, Randolph, Ritchie, Roane, Taylor, Tyler, Upshur, Webster, Wetzel, Wirt, Wood, and that portion of Nicholas County including mines served by the Baltimore & Ohio Railroad and north, Maryland and upper Potomac districts, including Grant, Mineral and Tucker Counties of West Virginia.

Southern Territory—The State of Virginia, northern Tennessee, that part of Kentucky lying east of a line drawn north and south through the city of Louisville, and that part of West Virginia not included in northern territory.

### *Maximum Hours and Working Time*

Seven hours of labor shall constitute a day's work. The 7-hour day means 7 hours' work in the mines at the usual working places for all classes of labor, exclusive of the lunch period, whether they be paid by the day or be paid on the tonnage basis; except in cases of accident which temporarily necessitates longer hours for

NOTE.—The amendments to the enabling clause of the Basic Agreement, covering recognition of the United Mine Workers of America, do not change the rules or practices of the industry pertaining to management. The Mine Workers intend no intrusion upon the rights of management as heretofore practiced and understood.



those mine workers required on account thereof; and also excepting that number of mine workers in each mine whose daily work includes the handling of man-trips and those who are required to remain on duty while men are entering and leaving the mine.

Overtime: Work by mine workers paid by hour or day in excess of seven (7) hours in one day or thirty-five (35) hours in any one week shall be paid for at the rate of time and one-half with the following exceptions:

Employees engaged at powerhouses, substations, and pumps operating continuously for twenty-four (24) hours daily are especially exempted from the seven (7) hour day and the time and one-half provisions. Special exemptions for individual employees other than those named above when twenty-four (24) hours' continuous operation daily is required are subject to arrangement between mine management and district officers without time and one-half for overtime. Employees so especially exempted are limited to eight (8) hours per day and forty (40) hours per week and time and one-half for time worked in excess thereof.

The seven (7) hour day, five (5) day week (35 hours per week) as provided in this agreement, shall prevail.

The following classes of mine workers are excepted from the foregoing provisions as to the maximum hours of work:

All mine workers engaged in the transportation of men and coal shall work the additional time necessary to handle man-trips and all coal in transit and shall be paid the regular hourly rate for the first seven (7) hours and time and one-half for all overtime.

Outside employees engaged in the dumping, handling, and preparation of coal, and the manufacture of coke, shall work the additional time necessary, not to exceed thirty (30) minutes, to dump and prepare the coal delivered to the tipple each shift, and complete the usual duties incidental to the operation of coke ovens, and shall be paid the regular hourly rates for the first seven (7) hours and time and one-half for overtime not to exceed the thirty (30) minutes hereinbefore stated.

When day men go into the mine in the morning, they shall be entitled to 2 hours' pay whether or not the mine works the full 2 hours, but, after the first 2 hours, the men shall be paid for every hour thereafter by the hour, for each hour's work or fractional part thereof. If for any reason the regular routine work cannot be furnished inside day men, the employer may furnish other than the regular work.

Drivers shall take their mules to and from stables, and the time required in so doing shall not include any part of the day's labor, their work beginning when they reach the change at which they receive empty cars, but in no case shall the driver's time be docked while he is waiting for such cars, at the point named. The method at present existing covering the harnessing and unharnessing of mules shall be continued throughout the life of this agreement.

Motormen and trip riders shall be at the passway where they receive the cars at starting time. The time required to take motors to the passway at starting time and departing from the same at quitting time shall not be regarded as a part of the day's labor, their time beginning when they reach the change or parting at which they receive cars, but in no case shall their time be docked while waiting for cars at the point named.

#### *Holidays*

Holidays now recognized in various district agreements shall be effective during the period of this agreement.

#### *Basic Tonnage Rate*

Pick mining is the removal by the miner of coal that has not been undercut, center-cut, or overcut by a machine. The basic rate for pick mining and hand loading of coal shall include the work required to drill, shoot and clean, and load

the coal properly, timber the working place, and all other work and customs incidental thereto.

A maximum short-wall machine differential of eleven cents (11¢) per net ton between pick and machine mining rates shall be maintained.

Any change in mining methods or installation of equipment that relieves the mine worker of any of the above duties and increases his productive capacity shall be recognized and a piece-work rate agreed to therefor properly related to the basic rate.

The standard for basic tonnage rates shall be 2,000 pounds per ton; where the gross ton of 2,240 pounds is the measure, the equivalent rate shall be paid.

The basic tonnage, hourly and day wage rates for the various producing districts represented in this conference are shown in the attached schedules which are parts hereof.

Yardage and dead-work rates in all districts shall remain the same as those which were paid under the agreements that expired on March 31, 1939.

#### *Checkweighmen*

The mine workers shall have the right to a checkweighman, of their own choosing, to inspect the weighing of coal; provided that in any case where on account of physical conditions and mutual agreement, wages are based on measure or other method than on actual weights, the mine workers shall have the right to check the accuracy and fairness of such method, by a representative of their own choosing.

Cars shall be tared at reasonable intervals and without inconvenience to the operation of the mine. Tare shall be taken of the cars in their usual running condition.

At mines not employing a sufficient number of men to maintain a checkweighman, the weight credited to the mine workers shall be checked against the billing weights furnished by railroads to the operators, and on coal trucked from such mines a practical method to check the weights shall be agreed upon. Such weights shall be checked once a month.

The wages of checkweighmen will be collected through the pay office semi-monthly, upon a statement of time made by the checkweighmen, and approved by the mine committee. The amount so collected shall be deducted on a percentage basis, agreed upon by the checkweighman and clerk, from the earnings of the mine workers engaged in mining coal and shall be sufficient only to pay the wages and legitimate expenses incident to the office.

If a suitable person to act as checkweighman is not available among the mine workers at the mine, a man not employed at the mine may be selected upon mutual agreement.

The checkweighman, or checkmeasurer, as the case may require, shall be permitted at all times to be present at the weighing or measuring of coal, also have power to checkweigh or checkmeasure the same, and during the regular working hours to have the privilege to balance and examine the scales or measure the cars, providing that all such balancing and examination of scales shall only be done in such way and at such time as in no way to interfere with the regular working of the mine. It shall be the further duty of checkweighman or checkmeasurer to credit each mine worker with all merchantable coal mined by him on a proper sheet or book kept by him for that purpose. Checkweighmen or checkmeasurers shall in no way interfere with the operation of the mine.

#### *Boys*

No person under seventeen (17) years of age shall be employed inside any mine nor in hazardous occupations outside any mine; provided, however, that where a State law provides a higher minimum age, the State law shall govern.

*Exemptions under this Contract*

The term mine worker as used in this agreement shall not include mine foremen, assistant mine foremen, fire bosses, or bosses in charge of any classes of labor inside or outside of the mine, or coal inspectors or weighbosses, watchmen, clerks, or members of the executive, supervisory, sales and technical forces of the operators.

*Management of Mines*

The management of the mine, the direction of the working force, and the right to hire and discharge are vested exclusively in the operator, and the United Mine Workers of America shall not abridge these rights. It is not the intention of this provision to encourage the discharge of mine workers, or the refusal of employment to applicants because of personal prejudice or activity in matters affecting the United Mine Workers of America.

*Mine Committee*

A committee of three (3) mine workers, who shall be able to speak and understand the English language, shall be elected at each mine by the mine workers employed at such mine. Each member of the mine committee shall be an employee of the mine at which he is a committee member, and shall be eligible to serve as a committee member only so long as he continues to be an employee of said mine. The duties of the mine committee shall be confined to the adjustment of disputes arising out of this agreement that the mine management and mine worker, or mine workers, have failed to adjust. The mine committee shall have no other authority or exercise any other control, nor in any way interfere with the operation of the mine; for violation of this clause any or all members of the committee may be removed from the committee.

*Settlement of Disputes*

Should differences arise between the mine workers and the operator as to the meaning and application of the provisions of this agreement, or should differences arise about matters not specifically mentioned in this agreement, or should any local trouble of any kind arise at any mine, there shall be no suspension of work on account of such differences, but an earnest effort shall be made to settle such differences immediately:

First. Between the aggrieved party and the mine management.

Second. Through the management of the mine and the mine committee.

Third. By a board consisting of four members, two of whom shall be designated by the mine workers and two by the operators.

Should the board fail to agree, the matter shall be referred to an umpire selected by said board. Should the board be unable to agree on the selection of an umpire, he shall be designated by the international president of the United Mine Workers of America and the president of the Operators' Association affected. The decision of the umpire in any event shall be final.

District conferences may establish an intermediate board consisting of two (2) commissioners, one representing the operators and one representing the mine workers, with such powers as said conference may delegate.

Pending the hearing of disputes, the mine workers shall not cease work because of any dispute; and a decision reached at any stage of the proceeding shall be binding on both parties hereto, and shall not be subject to reopening by any other party or branch of either association except by mutual agreement.

Expense and salary incident to the services of an umpire shall be paid jointly by the operators and mine workers in each district.

*Discharge Cases*

When a mine worker has been discharged from his employment and he believes he has been unjustly dealt with, it shall be a case arising under the method of settling disputes herein provided. In all discharge cases should it be decided under the rules of this agreement that an injustice has been dealt the mine worker, the operator shall reinstate and compensate him at the rate based on the earning of said mine worker prior to such discharge. Provided, however, that such case shall be taken up and disposed of within 5 days from the date of discharge.

*Illegal Suspension of Work*

A strike or stoppage of work on the part of the mine workers shall be a violation of this agreement. Under no circumstances shall the operator discuss the matter under dispute with the mine committee or any representative of the United Mine Workers of America during suspension of work in violation of this agreement.

*Irregular Work*

When any mine worker absents himself from his work for a period of 2 days without the consent of the operator, other than because of proven sickness, he may be discharged.

*Preparation of Coal and Mining Practice*

Each district agreement shall provide for the preparation and proper cleaning of coal. Proper disciplinary rules and penalties shall also be incorporated in such agreements.

*Safety Practice*

Reasonable rules and regulations of the operator for the protection of the persons of the mine workers and the preservation of property shall be complied with.

*Engineer's and Pumper's Duties*

When required by the management, engineers, pumpers, firemen, power plant and substation attendants shall under no conditions suspend work but shall at all times protect all the company's property under their care, and operate fans and pumps and lower and hoist men or supplies as may be required to protect the company's coal plant.

*Shifts*

The operator shall have the right during the entire period of this agreement to work all the mines, or any one or more of them, extra shifts with different crews.

When the mine works only one shift it shall be in the daytime, but this shall not prevent cutting and loading coal at night in addition to the day shift cutting and loading.

*Pay Day*

Pay shall be made semimonthly and at least twice each month

*Coke and Cleaning Plants*

Proper rules may be negotiated in district conference to provide for continuous operation of coking and cleaning plants.

*Miscellaneous Provisions*

Matters affecting cost of explosives, blacksmithing, electric cap lamps, and house coal are referred to the district conferences.

To the extent it has been the custom in each district, all bottom coal shall be taken up and loaded by the mine worker.

The cutter shall cut the coal as directed by the operator.

*District Conferences*

District agreements shall be made dealing with local or district conditions, and it is agreed that such district agreements shall embody the basic rates of pay, hours of work, and conditions of employment herein set forth, and all specific rights and obligations of operators and mine workers herein recognized.

This agreement shall supersede all existing and previous contracts; and all local rules, regulations, and customs heretofore established in conflict with this agreement are hereby abolished. Prior practice and custom not in conflict with this agreement may be continued.

All internal differences are hereby referred to the various districts for settlement, with the understanding that only by mutual consent shall anything be done in district conferences that will increase the cost of production or decrease the earning capacity of the men.

Proper arrangements for collections for the United Mine Workers of America shall be made in district conferences.

*Mechanized Mining Commission*

A joint commission is hereby created, to be known as the Mechanized Mining Commission, which shall consist of the negotiating committee of 8 for the operators of the Appalachian Joint Wage Conference, namely: Messrs. M. L. Garvey, J. D. A. Morrow, Charles O'Neill, L. T. Putman, ———, W. L. Robison, P. C. Thomas, and L. E. Woods, or their representatives, together with the following 8 officials of the United Mine Workers of America: John L. Lewis, Philip Murray, Thomas Kennedy, Van A. Bittner, Samuel Caddy, P. T. Fagan, James Mark, and John Owens, or their representatives.

The commission shall meet to organize within 60 days after the signing of this agreement, shall elect its chairman and secretary-treasurer, and hire such employees from time to time as may be mutually agreed upon.

It shall be the duty of this commission to make a joint study of the problems arising from mechanization of bituminous-coal production by the use of conveyors and mobile loading machines for the area covered by the Appalachian Joint Wage Agreement, including the problem of displacement of employees.

The commission is authorized to take testimony, to receive briefs and reports, and generally to collect the information jointly agreed upon as relevant to its duties.

The members of the commission shall pay their own expenses. Other expenses of the commission shall be paid one-half by the operators, signatory to the Appalachian Joint Wage Agreement, and one-half by the United Mine Workers of America.

The commission shall report its findings of fact and its recommendations to the Appalachian Joint Wage Conference on March 11, 1941.

*Appalachian Joint Conference*

A joint conference of representatives of the Central Pennsylvania Coal Producers Association, Georges Creek and Upper Potomac Coal Association, Somerset County Coal Operators' Association, Western Pennsylvania Coal Operators' Association, Ohio Coal Association, Michigan Coal Operators' Association, Northern Panhandle of West Virginia Coal Operators' Association, Northern West Virginia Coal Association, Operators' Association of Williamson Field, Logan Coal Operators' Association, New River Coal Operators' Association, Pocahontas Operators' Association, Winding Gulf Operators' Association, Greenbrier Coal Operators' Association, and Upper Buchanan Smokeless Coal Operators' Association, and the International Union, United Mine Workers of America, and districts 2, 3, 4, 5, 6, 16, 17, 19, 24, 28, 30, and 31, shall be held in the Biltmore Hotel, City of New York, N. Y., March 11, 1941, to consider what revisions, if any, shall be made in this agreement as to hours, wages, and conditions of employment.

This agreement shall become effective May 12, 1939, and shall continue in effect to March 31, 1941.

