

Toronto, May 3rd, 1900.

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The Honorable David Mills,

Minister of Justice,

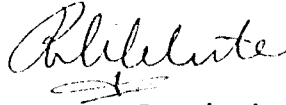
Ottawa, Ont.

Sir:-

I have the honor to transmit herewith a second Report under the Mines Commission. I am pleased to be able to inform you that, as the result of my visit, a satisfactory settlement was arrived at, which promises to be permanent. The Report herewith sets forth the course of negotiations and the settlement arrived at.

I have the honor to be,

Your obedient servant,



Commissioner.

THE MINES COMMISSION

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S E C O N D R E P O R T
of the Commissioner in relation to mines and Mining
in British Columbia.

To The Honorable David Mills, Q. C.,

Minister of Justice,

Ottawa, Ont.

The letter accompanying my report of March last contains this clause - "I await your further instructions with reference to the new conditions which have arisen since my enquiry. I beg to be advised if you deem further investigation in that regard, or a further effort to endeavor to promote a better understanding between employers and employees, desirable."

On the 19th of March I received the following telegram

"Rossland, B. C., 19th March.

R. C. Clute, Esq.,
Barrister,
Toronto.

The undersigned mining companies have found it impossible to remedy the existing evil of the wages system here, and have therefore been obliged to adopt the contract system. The mines were closed temporarily to prepare for the change and on March 12th the new arrangement was presented to their employees, who referred the matter to their Union. We understand that after discussion a delegate was sent to Butte, Montana, to consult with the Executive Board of the Western Federation of Miners. A decision is expected to be announced soon after his return. If unfavorable a disastrous conflict is inevitable. Meanwhile appreciating the gravity of the situation we are anxious to exhaust all possible means of preserving peace, knowing the esteem and confidence your recent visit to British Columbia created among miners, mine owners and the business community at this place, We believe your personal judgment and

influence here on the ground would be invaluable at this juncture, therefore we respectfully inquire if it would be possible for you to come here immediately.

In order that all parties concerned should derive full benefit from your presence here should you be able to come, we suggest that you wire Miners Union that their decision be withheld pending your arrival.

(Sgd.) British America Corporation, Ltd.

LeRoy Mining Company, Ltd.,

by Bernard McDonald,

General Manager.

The War Eagle Consolidated Mining &
Development Company, Ltd.,

The Centre Star Mining Company, Ltd.,

by Edmund B. Curby,

Manager.

On the same day I caused the above telegram to be repeated to you and received from you the following telegram -

Mar. 19, 1900.

From Ottawa, Ont. 19

My colleagues agree with me that you had better act on telegram received and go to British Columbia at once.

"David Mills".

In compliance with your telegram I proceeded at once to Rossland, arriving there on Tuesday, the 27th of March at 12 o'clock noon.

Prior to my arrival the Honorable Smith Curtiss, the Minister of Mines for British Columbia, had invited Mr. Ralph Smith, the member for Nanaimo in the Local Legislature, and President of the Trades & Labor Congress for Canada, to be present and take part in the negotiations for a settlement. Mr. Smith complied with this request and was present during the entire negotiations.

The question between the Managers and men arose from the fact that the Managers desired to put into operation the contract system. The miners, through their Union, had decided against this system last August. The result was that contracts that were offered and taken could not be completed, by reason of the men quitting work. This question is fully dealt with in my report, see pages 37 to 72, inclusive, and 325 to 343 "A", inclusive. The gravity of the situation is indicated from the telegram from the Managers above set forth.

The negotiations were conducted in the following manner:- The Executive Committee of the Rossland Miners Union submitted certain proposals, to which the Managers replied in writing. The Executive Committee submitted the result of these negotiations to the Union and received instructions to submit certain proposals to the Managers. These were carefully considered by the Managers, to which they replied in writing. These various proposals are set forth in Appendix 1. Each proposal was discussed at length by the Managers and Executive Committee and concessions from time to time made, and finally, on the third of April, the result of the negotiations was submitted in the form of a communication to your Commissioner. Appendix 2.

These proposals were submitted to the Executive Committee and afterwards to the Union. The following letter, recommending the proposals to the Union, signed by Mr. Ralph Smith and your Commissioner, sets forth what took place:-

"Rossland, B. C.,

April 4th, 1900.

"To the Members

OF THE

"Rossland Miners' Union,"

"Gentlemen:-

Having taken part, with your Committee, in the negotiations which have resulted in proposals upon which you are called upon to pronounce, we have thought it due to you to

express our views upon the situation as it now exists.

The result of the various interviews that have taken place between the Managers and the Executive Committee have resulted in the proposal of the 3rd of April, which contains a statement and summary of the previous communications, and represents the final stage of all that has been done during the past week. Every point presented by one side has been carefully considered by the other, and an earnest endeavor has been made upon both sides to reach a conclusion that would form the basis of a permanent understanding, and in passing upon the proposals now presented for your consideration, we realize that it represents the ultimate point to which the Managers are able to go. Every claim put forward by the Executive Committee has been presented to the Managers with great earnestness and has in every instance received their most careful consideration. During the negotiations from first to last there has been strong evidence of perfect frankness and good faith, and when at the last interview, in the presence of the Committee, the Managers assured your Committee that they had taken the last step which they felt empowered to take, we realized that all had been obtained that the Management felt justified in granting and that it was idle to press the point further. It therefore becomes you, upon whom the final decision rests, to discharge this trust, giving to the question, that calm consideration which its importance demands and which it is your duty to give.

There are two methods of dealing with questions which must arise between labor and capital: the one relies upon force, the other upon reason: the one estranges, the other brings together: the one makes for war, the other for peace. The hope of the future is, we believe, in the introduction and adoption of the method of conciliation, that when differences arise, the first step should be to ascertain the exact facts, to bring the parties together, to discuss the difficulties in a friendly spirit, to make concessions on both sides, and above all, that

each should recognize in the other the desire to do what is fair, and instead of mistrust to cultivate mutual confidence. That is the course that has been adopted in these negotiations, and it remains with you to prove that our confidence in you - that you should deal with this matter in a reasonable way - had not been misplaced. Should you approve of what your committee have done, and give your cordial support to their action, you will have done much to strengthen the hands of those who believe that these matters should be determined by reason and not by force. You will have done much to demonstrate that when the men are appealed to on the grounds of reason they will not fail to respond. If, upon the other hand, these negotiations should fail, not simply must you suffer loss, but the interests of this District, and of the hundreds, including women and children, whose welfare depend upon your answer, must also suffer, and the cause of labor throughout the Dominion receive a severe set back. The effect of your answer is more far reaching than you may at first believe. No one who has your welfare at heart can regard your action in this matter but with the deepest concern.

The proposals as crystalized, show that the Companies are prepared to open their mines under the contract system to their full capacity, as rapidly as circumstances will permit. That they have this right cannot be disputed, it being recognized by the law, and it is of the greatest importance that you should not take a position that is untenable, but seek for redress by constitutional means.

The method proposed of carrying out the contract system is fully set forth, and it is made clear that the desire and intention of the companies is to afford the contractors every facility for carrying out their contracts, to the end, that all parties concerned may be mutually benefitted. It is understood that most of the contracts for development work will be let by the lineal foot. It was felt that friction

might arise through delays to the contractors caused by the fault of the companies, and as it is provided that:-

" When through fault of the companies contractors find themselves obliged to do work not properly included in their contract, the time spent in doing such work, in excess of one hour, will be paid for at the standard scale of wages.
" When by special agreement contractors assume the chances of such occasional extra work, the price agreed upon will be made to cover it."

It is important that the contractors should be able to procure explosives at cost, and this is provided for by a clear statement to that effect, which declares that:-

" The Companies will furnish all explosives to the contractors at cost, from distributing stations: or, they will furnish this material free of charge when agreed upon between them and the contractors in any particular work."

A question as to the liability of contractors for breakage of drilling machines was very fully discussed, and this point was yielded to the Committee in the following clause:-

" Companies will furnish all machine drills, tools and implements necessary for the work, free of charge to contractors, and no charge will be made to contractors for drilling machines broken while at work."

To the request of your Committee that:-

" Engineers and pump men when required in same shafts be provided by the Companies and paid by the same."

It is declared that:-

" The Companies will furnish and pay for the service of Engineers and pump men when such are required."

In order that all friction between the company and workman might be eliminated, it was thought to be of great importance that a statement should be obtained from the Companies that no discrimination should be made against Union men, and that no obstacle should be placed in the way of miners becoming

members of the Union, it is specifically declared that:-

" The fact of an employee being a member of the Union will
" be no bar to his employment, nor will the Companies place
" any obstacle in the way of Non-Union men becoming members
" of the Union."

And while:-

" The Companies reserve to themselves the right to employ
" such men as they see fit, whether they are members of the
" Union or not."

Yet it is declared that:-

" It is the policy and intention of the Companies to treat
" their employees fairly, and not to discharge any employee,
" whether he be a member of the Union or not, without just
" and sufficient cause, it being clearly understood that
" membership in the Union will not constitute grounds for
" discharge."

And that:-

" With respect to matters wherein the employees of the Com-
" panies may consider themselves aggrieved, the Companies
" will, at any reasonable time, receive a presentation of
" the case and consider the same in a fair and impartial
" spirit, and endeavor to remove the cause, where any is
" found to exist."

" It is expected that the Union will, at all times, use its
" good offices and exhaust all conciliatory methods before
" permitting any strike or stopping of work, and further,
" that they will not seek to interfere with the Companies
" in employing or discharging employees, or interfere with
" the contractors."

The result of these negotiations is before you. We regard it as a great advance to anything that has hitherto taken place, in restoring and promoting that mutual trust and confidence between employers and employees which is absolutely essential to the best interests of both parties, and without which no

permanent settlement can be obtained. In view of all the facts and circumstances known to us, and believing these to be the best terms that can possibly be obtained, we strongly recommend its adoption by the Union."

"Ralph Smith",

"R. C. Clute."

The Miners Union at a general meeting decided to submit the question to a vote by ballot and set apart the following day for that purpose from 8 in the morning until 8 in the evening. A vote was accordingly taken, when the proposed settlement was carried by more than a two-third vote. On Friday the Executive Committee attended with your Commissioner and formally presented the result of the vote to the General Managers and the settlement was recognized as complete.

In all the negotiations which took place, lasting over ten days, the utmost good feeling existed between the parties and there was an earnest endeavor on both sides to reach a conclusion that would be satisfactory and permanent. This, I believe, has been ~~now~~ attained. The great advantage ^{of the method adopted,} resulting in a settlement so satisfactory, is mainly due to the fact that the representatives of both parties were brought face to face and a feeling of mutual confidence was engendered, and this, together with the evident desire upon both sides to do what was fair naturally ended in a settlement which I have every reason to believe will prove permanent. This is most important, as the Companies involved represented 85% of the total number of men engaged in the Rossland camp. The effect of the shut down was for the time being ~~it~~ paralyzed the town, and the resumption of work by the mines, which occurred immediately upon the settlement being attained, must have the effect of restoring the former prosperity of that town, as well as giving confidence to the further investment of capital in that locality. I desire to express my great satisfaction at the very earnest

and cordial manner in which I was assisted by the members of the Executive Committee and for the admirable services rendered by Mr. Ralph Smith. It is also a pleasure to state that Mr. Bernard MacDonald, the General Manager of the British America Company "The Leroy Group" and Mr. Edwin B. Hurby, the General Manager of the War Eagle and Centre Star met the committee with the utmost cordiality and were at great pains to meet their request as far as it was in their power to do so. Of this the Committee were quite satisfied, and their conviction that the Management was desirous of meeting their views as far as possible and reaching a permanent settlement, did much I think to facilitate and promote that end. The result cannot but be highly beneficial to the entire ^{Province and to} ~~profits in~~ the Dominion.

THE STRIKE AT NELSON.

On arriving at Nelson I found that a strike was on at the Athabasca and Duncan Mines, affecting about 180 miners and workmen. I remained over Monday at Nelson, with a view of endeavoring to promote a settlement and made certain proposals, which were received and considered by the owners and the Executive Committee of the Miners Union. From my interviews with Mr. James Wilks and Capt. Duncan I was satisfied that both sides were earnestly desirous of ending the strike, and am pleased to state that before I left Rossland I received a communication from Mr. Wilks saying that the strike was ended and the men had gone to work.

I communicated with the Labor Leaders of various other mining centres in British Columbia and am able to say that when I left the Province there were no labor troubles existing in British Columbia, nor were any further labor troubles apprehended in the near future.

RE ALIEN LABOR LAW.

Having received your telegram, stating that "If matters are as represented to us, instructions must be given for the ex-

forcement of the alien labor law against mine owners. It will be well to let miners know our determination in this." ;

IMPORTATION OF MINERS FROM THE UNITED STATES

and Having made inquiry as to the importation of miners from the United States into Canada since January last, I find the facts to be as follows:-

The men that were brought into Canada to work at the Payne Mine in car loads in January last were under guard of what appeared to be policemen until they were brought to the American boundary, when they were turned over to what appeared to be policemen on this side of the line. They were all in a special car and on reaching Kootenay Lake they were put in a special steamer and taken to Kaslo, where there were men engaged to look after them to prevent the miners interviewing them. They remained there until the following Sunday, when, as alleged by the miners, the wires could not be used and the miners could not tell where they were going to. The men were then placed on a special train and sent to their destination at the Payne Mine. This was the method adopted in bringing in the three lots that were sent into Sandon. The men were foreigners: it was alleged they were not citizens of the United States: mostly Scandinavians and Finns and could not as a rule speak English. There were miners among them, but they were not all miners.

The Car load that came to Rossland.

With reference to the carload of men that came to Rossland in February last, I ascertained the facts to be as follows:-


It occurred just at the time of the settlement in the Slocan. They came from Minnesota and were employed by a Station Agent of the Great Northern Railroad Co. He seems to have been engaged in that business, he furnished them with tickets at \$16.00 each to Rossland. He gave them to understand he was going along with them: he accompanied them four

stations, dropped off and disappeared. The men paid for their own tickets. Their baggage was ticketed to Spokane and they were told to go to Sanden. Few of them had any money. It is probable that the agent who had sent them had been advised not to send any more men, but desiring to make something out of them ~~frankly~~ induced them to go on. They were said to be Slavonians from the Austrian Empire, except three or four Italians. They were not miners, except perhaps a few. It is clear that these men were not brought in by any of the Managers at Rossland or at their instance. Evidently the intention of the agent in ticketing them to Rossland, sending their baggage to Spokane and directing them verbally to go to Sanden was to confuse them so that they would scatter. Four of them returned home and are said to have brought actions for the wrong done them. All the rest stayed in Rossland about a week, some went to the Cascade Tunnel and got employment on the Railroad between Grand Forks and Robinson.

There is nothing to lead to the conclusion that further importations will be brought in for Sanden.

I beg to report further that having made diligent enquiry from every source available I became satisfied that there was no reason to apprehend any further breach of the alien labor law from the importation of miners in the near future. I communicated freely with the managers, the labor leaders and others in regard to this matter and reached the conclusion, with which all the labor leaders with whom I conferred, and they represented the principal mining centres, agreed, that, having regard to the recent settlement and the present quiet condition of the country so far as labor troubles were concerned, it would be inexpedient and unwise to take any action for any alleged past breach of the alien labor law, should any such exist. I communicated, however, to the

Managers that if future breaches of the law occurred instructions would be given for its enforcement. If proceedings were now instituted for past breaches of the alien labor law by the importation of miners, as alleged, it would introduce an element of discord that would be very undesirable at the present juncture, and I was glad, therefore, to find that the labor leaders entirely concurred with my view in this regard. I recommend that no action for past breach of the alien labor law be taken, but that in case of any future breach the law be enforced.


Commissioner

Appendix I.

Rosslund, B.C. March 27, 1900

The Executive Committee of the Rosslund Miners' Union being in possession of information that the Mine managers are desirous of arranging a settlement of the contract question, we submit the following rules to govern said contract system, subject to the approval of the Mine managers and miners.

I. We will use our influence to approve of contracts in all tunnels, drifts and cross-cuts, providing said tunnels, drifts and cross-cuts are paid by the linear foot of ground driven;

A. We prefer contractors to do all blasting and mucking, company to furnish all tools and explosives;

B. We would favor contracting in shafts on the same principle as drifts etc. Engineers and pumpmen when required in same shafts to be provided by the Companies and paid by the same.

2. We would prefer the stopes and raises to remain as at present under the standard wage rate for the following reasons; Because of the many difficulties encountered in getting a machine in place for drilling, such as waiting for smoke clearing, difficulties of barring down loose rock after blasting, often an impossibility of drilling through a lack of proper timbering, shortage of blocking and setting up material and the difficulties encountered with machinery in stopes letting same up and down when repairs are necessary.

In raises when timbered by company much time will be lost waiting for proper timbering and for timber men to get out of way, clearing chutes and manways, putting on air

pipes, getting up sprags and planks etc. gas and difficulties with same.

If the above propositions meet with favorable consideration, the committee will use influence to bring about a settlement of this question.

It is intended if an agreement is reached mines shall be operated to their full capacity at once.

By order of Committee.

Secretary.

Appendix No.2.

Rossland,.B.C. March 28th,1900.

Messrs The Executive Committee

Miners' Union,

James Devine, Esq.,Secretary.

Dear Sirs;-

Complying with your request at the conference held yesterday and in reply to your communication of the same date,we beg to state;-

1. That the Companies under our management are prepared to open up their mines under the contract ^{agreed} to, their full capacity as rapidly as circumstances will permit.
2. Generally described the Contract System provides that the Contractors are to be paid for all work they do and the companies pay for all work done at a price determined and agreed upon by both parties.
3. For contract work the two simplest systems will be adopted,-viz.
 - (a) Contract by lineal foot of hole drilled and (b) contract by lineal ft of completed working.
4. In stopes the method of hole measurement has been selected because of its extreme simplicity,-contractors not being obliged to take any chances on the breaking qualities of the ground or the powder required,the cost of mucking,or loss of time from smoke.
5. Blasting will be done,except where otherwise arranged,between the hours of 1 and 7 A.M. so that the probability of loss of time from smoke will be reduced to a minimum.
6. As to having all development contracts measured by

lineal foot driven, instead of by the length of holes drilled we could say that most of this work will be let by the lineal foot. It would not be satisfactory to contractors or ourselves to be confined to this method of measuring the quantity of work done. The method selected for any contract will vary with the mine and the existing conditions, and is a matter of free arrangement with individual contractors.

7. When through fault of the Companies, contractors find themselves obliged to do work not properly included in their contract, the time spent in doing such work in excess of one hour will be paid for at the standard scale of wages. When by special agreement, contractors assume the chances of such occasional extra work, the price agreed upon will be made to cover it.

8. The Companies will furnish all explosives to Contractors at cost from the distributing stations or they will furnish this material free of charge when agreed upon between them and the contractors in any particular work.

9. The Companies will furnish all machine drills, tools and implements necessary for the work free of charge to Contractors for ordinary wear and tear, but will make a reasonable charge for such tools or machines broken through the fault of the contractors.

10. The Companies will arrange as far as practicable have all holes in stopes blasted bet-

ween the hours of 1 and 7 A.M. and they will also endeavor to have all timbering done when required so as not to interfere with the work of drilling.

II. Companies will furnish and pay for the service of Engineers and pumpmen when such is required.

12. Mucking or the barring down of rock will be done by ^{the} contractors or the Companies as may be agreed upon at the time of making contract.

13. It is expected that the prices agreed upon based upon ordinary working conditions will cover all delays which are inseparable from and incident to mining work.

14. We think we have covered all the points mentioned in our conference yesterday and which are referred to in your communication of March 27th, and hope we have made it clear that it is the desire and intention of the Companies to afford the contractors every facility for carrying out their contracts to the end that all parties concerned will be mutually benefited thereby.

Bernard MacDonald

Manager

Edmund B. Kirby

Manager.

Appendix 3.

Rossland, B. C., March 29, 1900.

To:-

Messrs Macdonald & Kirby,

Managers Le Roi and War Eagle Mines,

Gentlemen:-

Your communication was duly received by the Miners' Executive, considered, and presented to the miners meeting in due course, and we desire to say that the following decision was arrived at:

1st, That the miners agree to adopt contracts in tunnels, drifts and crosscuts, leaving the question of payment to be by the lineal foot or by the measurement of hole bored, as the case may be, and when blasting is done, men to provide their own explosives, if understood by the contractor.

2nd, That stopes and raises be left as they are at present. We find the miners very unanimous in the opinion that the contract in stopes is not a practical proposition and would like you to try the contracting as mentioned in Sec. 1, for some time.

3rd, A feeling exists amongst the miners that discrimination may be made against them and we do not consider it unreasonable to bring about a condition of confidence on the matter by the operatives giving us a written statement on the point, providing, of course, for the exercise of your right to discharge men for legitimate reasons. To provide for such understanding, we would suggest the following rules:

MEMORANDUM OF AGREEMENT between the Mine operators of Rossland and the Miners' Union of the City of Rossland.

1st, The Company agree to give a preference of em-

ployment to members of the above Union:

2nd, The Company agree not to discharge a member of the Union without a good and valid reason, such reasons to be open for discussion by a committee of the Miners and the Management.

3rd, The Miners agree not to interfere in the employing or discharging of these men.

4th, The Miners agree to use every legitimate means of settling matters of dispute by every kind of conciliatory methods.

5th, That thirty days notice be given by either party before any alteration be made in the conditions of this agreement.

4th, With regard to the latter part of Sec. 9 re breaking of machines. We consider there is great tendency to very severe friction by the possibility of determining the real cause of destruction, if the operators would content themselves with the natural remedy of discharging an incompetent miner we think this would make matters work smoothly.

5th, This committee are convinced that the next reply from the Management will meet with final decision by the miners, and with this end in view, we would like the Management to give the most favorable proposition for our consideration.

Yours truly,

The Executive Committee,

Secretary.

Rossland, B. C. March 30th, 1900.

Messrs The Executive Committee,

Miners Union,

James Devine, Esq. Secretary.

Rossland, B. C.

Dear Sirs:-

Replying to your favor of the 29th inst., we beg to state:-

1. It would not be satisfactory to use the Contract System only in development work, where one-fourth of our force is employed, and to retain the wages system for stopes and raises where three-fourth of our force is employed.

2. As to giving preference of employment to members of the Union, this would be an injustice to all good miners who are not members of the Union, and we must decline to give this preference.

3. It is the policy and intention of the Company to treat their employees fairly and not to discharge any employee, whether he be a member of the Union or not, without just and sufficient cause, it being clearly understood that membership in a Union will not constitute ground for discharge. We are not, however, willing that our judgment as to reason for discharge should be subject to the consent of the Union. In a large number of employees discharges are frequent, and most men discharged will believe themselves wronged. To arrange that in any or all such cases our judgment should be subject to examination and revision by the Union would destroy that discipline which is necessary in the operation of every business enterprise.

4. With regard to the unnecessary breaking of machines, we would say, that, where miners are employed on wages,

there is no difficulty in applying the natural remedy you suggest, of discharging incompetent miners. When working under contract, however, we believe it will lessen the chances of friction to hold the contractors responsible in extreme cases of carelessness or neglect. We are confident that with the spirit of fairness which will exist between the Companies and the contractors, these, together with all other like question would be easily and amicably adjusted.

Appendix 5.

Rossland, B. C., April 3, 1900.

R. C. Clute, Esq., Q. C.,

Commissioner.

Dear Sir:-

Referring to the several communications that have passed between Messrs MacDonald & Kirby and Mr. Devine, and to the conferences with yourself and Mr. Smith, we have thought it well to make a statement in writing of our understanding of the situation.

1. That the Companies are prepared to open up their Mines under the Contract System to their full capacity, as rapidly as circumstances will permit.
2. The Contract System, putting it generally, provides that the contractors are to be paid for all the work they do, and the Companies pay for all the work done, at a price agreed upon and determined by both parties.
3. The two simplest systems will be adopted, viz., (a) Contract by lineal foot of the holes drilled and (b) Contract by lineal foot of completed working.
4. In Stopes, the method of hole measurement has been selected because of its extreme simplicity---Contractors not being obliged to take any chances on the breaking qualities of the ground, or the powder required, the cost of mucking or the loss of time from muck.
5. Blasting will be done, except where otherwise arranged, between the hours of 1 and 7 A. M., so that the probability of loss of time will be reduced to a minimum.
6. As to having all development contracts measured by the lineal foot, ^{driven} instead of by length of holes drilled, it is understood that most of this work will be let by the lineal foot. It would not be satisfactory to the contractors or the Companies to be confined to this method of measuring the quantity of work done. The method selected for any contract will vary with the Mine and the

existing conditions, and is a matter of free arrangement with the individual contractors.

7. When ~~then~~ through fault of the Companies, contractors find themselves obliged to do work not properly included in their contract, the time spent in doing such work, in excess of one hour, will be paid for at the standard scale of wages. When by special agreement, contractors assume the chances of such occasional extra work, the price agreed upon will be made to cover it.

8. The Companies will furnish all explosives to the contractors at cost from Distributing Stations, or they will furnish this material free of charge when agreed upon between them and the contractors in any particular work.

9. Companies will furnish all machine drills, tools and implements necessary for the work, free of charge to contractors, and no charge will be made to contractors for drilling machines broken while at work.

10. The Companies will arrange as far as practical, to have all holes in stopes blasted between the hours of 1 to 7 A. M., and they will also endeavor to have all timbering done when required so as not to interfere with the work of drilling.

11. The Companies will furnish and pay for the services of engineers and pumpmen, when such are required.

12. Mucking, or the barring down of rock, will be done by the contractors, or the Companies, as may be agreed upon at the time of making contract.

13. It is expected that the prices agreed upon, based upon ordinary working conditions, will cover all delays which are inseparable, from and incident to, Mining Work.

14. It has been made clear that it is the desire and intention of the Companies to afford the contractors every facility for carrying out their contracts to the end, that all parties concerned may be mutually benefitted.

15. The fact of an employee being a member of the Union will be no bar to his employment, nor will the Companies place any obstacle in the way of non-union men becoming members of a Union.
16. The Companies reserved to themselves the right to employ such men as they see fit, whether they are members of a Union or not.
17. It is the policy and intention of the Companies to treat their employees fairly, and not to discharge any employee, whether he be a member of a Union or not, without just and sufficient cause, it being clearly understood that membership in a Union will not constitute grounds for discharge.
18. With respect to matters wherein the employees of the Companies may consider themselves aggrieved, the Companies will, at any reasonable time, receive a presentation of the case, and consider the same in a fair and impartial spirit, and endeavor to remove the cause, where any is found to exist.
19. It is expected that the Union will, at all times, use its good offices and exhaust all conciliatory methods, before permitting any strike or stopping of work. And further that they will not seek to interfere with the Companies in employing or discharging employees or interfere with the contractors.

Yours truly,

Sgd. Bernard MacDonald,

Manager.

Edmund B. Kirby,

Manager.