

LABOUR RELATIONS IN THE SASKATCHEWAN

COAL MINES DURING THE 1930s

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by

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## ABSTRACT

Labour relations are concerned with the dynamic interactions among workers, unions, employers, and government. These groups are engaged in a struggle for power; that is, the ability to achieve one's objectives despite resistance. This struggle usually results in a power conflict. The power conflict may or may not create 'good' labour relations; that is, the establishment of mutual cooperation among the groups. The power conflict usually results in 'poor' labour relations as expressed by strikes.

Strikes seem to be the main feature of labour relations. Practically all the evidence accumulated on labour relations is concerned with strikes or the threat of strikes. Consequently, the evidence used in this thesis is concerned with the ten strikes which occurred in the coal mines of the Estevan-Bienfait area of Saskatchewan during the 1930s.

The ten strikes were concerned with different issues. Strikes on September 8, 1931, October 3, 7, 17, 1938, and October 16, 1939, primarily involved wages, working conditions, and union recognition. The January 28 and February 23, 1932 strikes were caused by the refusal of some miners to join the Mine Workers Union of Canada and pay their dues. The strikes on February 22, 1932 and November 10, 1937 were concerned with the reinstatement of a dismissed miner. The February 24, 1932 strike involved a sympathy display for the miners striking because their checkweighman was dismissed.

These strikes occurred during the depression when both operators and

miners found themselves in very difficult situations. There was little cooperation between management and labour as each group sought, in its own way, to increase its power, and to improve its economic position.

Government attempts to restore peace and harmony to the troubled coal industry were also fraught with frustration. Labour relations in the Saskatchewan coal mines during the 1930s were characterized by conflict, frustration, and frequent work disruptions. This thesis examines the labour relations of that troubled industry.



## PREFACE

The purpose of this thesis is to study the labour relations in the coal mines of the Estevan-Bienfait area of Saskatchewan by examining, analyzing, and reporting those factors and events which caused or precipitated the following ten strikes: (1) September 8-October 7, 1931; (2) January 28-29, 1932; (3) February 22-March 2, 1932; (4) February 23-24, 1932; (5) February 24-26, 1932; (6) November 10-15, 1937; (7) October 3-21, 1938; (8) October 7-21, 1938; (9) October 17-21, 1938; and (10) October 16-December 11, 1939.<sup>1</sup>

A definition of labour relations is needed to carry out such a study. The term, labour relations, has been "used in many ways, often with different and conflicting meanings."<sup>2</sup> For the purpose of this thesis labour relations may be defined as that set of human interactions involved in the interchanging relationships among workers, unions, employers, and government.<sup>3</sup> These groups are engaged in a contest for power; that is, "the ability to command or control or direct or prohibit."<sup>4</sup> Labour relations, in other words, are

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<sup>1</sup>Saskatchewan, Department of Railways, Labour and Industries, Annual Reports, 1930-1934 (Regina: King's Printer, 1930-1934); and Bureau of Labour and Public Welfare, Annual Reports, 1935-1940 (Regina: King's Printer, 1935-40).

<sup>2</sup>Canadian Industrial Relations, The Report of the Task Force on Labour Relations (Ottawa: Queen's Printer, 1969), p. 9.

<sup>3</sup>B. Mabry, Labor Relations and Collective Bargaining (New York: Ronald Press Co., 1966), pp. 4, 17.

<sup>4</sup>H. D. Woods, Labour Policy in Canada (Toronto: Macmillan of Canada 1973), p. 3.

essentially seen as power relations.<sup>5</sup> The workers are usually trying to extend their power, i.e. labour service or the ability to produce, and restrain that of the employer, i.e. the prerogative to control both the job opportunities for labour service and the business operations. The employer is usually trying to prevent the attrition of his power, and also to prevent the growth of labour power or union power, i.e. the collective power of the individual workers.<sup>6</sup> The sellers of labour service, the workers or their union, "depend on the price of labour power for their subsistence and, therefore, are forced to maximize it, while the buyers, [the] employers, treat the price as a cost and are perpetually trying to minimize it."<sup>7</sup> This relationship results in a power conflict.

It is, however, erroneous to assume that a conflict relationship always exists.<sup>8</sup> There may be a considerable area of mutual interest between the employers and workers. Each group may achieve some of its objectives more effectively with the aid of the other. This essentially means that the groups will not ordinarily formulate demands which would bankrupt the company. If they did then neither group would be able to achieve its objectives. But conflict can never be entirely eliminated, because employer and labour interests do not always work in the same direction.<sup>9</sup>

The government sometimes becomes involved in the conflict after the employer and labour have failed to come to a mutual agreement, and a strike

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<sup>5</sup>H. Blumer, "Social Structure and Power Conflict," Industrial Conflict, eds. A. Kornhauser, R. Dubin and A. Ross (New York: McGraw-Hill Ltd., 1954), p. 237.

<sup>6</sup>H. D. Woods, op.cit., p. 4.

<sup>7</sup>V. L. Allen, The Sociology of Industrial Relations (London: Longman Group Ltd., 1971), p. 10.

<sup>8</sup>H. D. Woods, op.cit., p. 3.

<sup>9</sup>Ibid.

or lockout is to be called or has already resulted. In such cases the government's function is to settle the conflict, and thus establish better labour relations. The government can accomplish this by either strengthening the workers' power at the expense of the employers', or vice versa.<sup>10</sup>

The government can strengthen one group against the other, because it has the legitimate means to pass the appropriate legislation and the authority and power to administer it.

The evidence that has been accumulated on labour relations has been mainly confined to the irritation and the apprehension over strikes and the threats of strikes.<sup>11</sup> Newspapers, government agencies, and various other institutions, according to A. M. Ross and P. T. Hartman, have pre-occupied themselves with this aspect of labour relations.<sup>12</sup> Consequently, the Royal Commissions, the government reports and records, the private papers, the newspapers, and the other sources used in this thesis are not concerned directly with 'good' labour relations, i.e. the establishment of mutual cooperation between the employer and his employees, but with 'poor' labour relations as expressed by the ten coal miners' strikes. The terms 'good' and 'poor' are obviously value judgements and lack any purely technical measurements.<sup>13</sup> The sources, consequently, do not provide any direct information on non-strike situations, because no study was ever undertaken to determine why a strike did not occur at a particular time. Thus it seems that all strikes, whether they are regarded as contests of power, as labour's ultimate weapon, or as part of the collective bar-

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<sup>10</sup>S. M. Jamieson, Times of Trouble: Labour Unrest and Industrial Conflict, 1900-66 (Ottawa: Information Centre, 1972), p. 15.

<sup>11</sup>A. M. Ross and P. T. Hartman, Changing Patterns of Industrial Conflict (New York: J. Wiley and Sons Inc., 1960), p. 1.

<sup>12</sup>Ibid.

<sup>13</sup>R. Dubin, Working Union-Management Relations (Englewood Cliffs: Prentice Hall, 1958), p. 208.

gaining process, have been regarded as the major aspect or the classic feature of labour relations.<sup>14</sup>

The thesis is organized in the following manner. The first chapter is an analysis of the economic condition of the Saskatchewan coal industry during the 1930s. Chapter two is an examination and discussion of the mineworkers<sup>15</sup> working and living conditions during the period. The third chapter examines the causes and the events of the 1931 strike. Chapter four investigates the three main issues of the 1932 strikes. The fifth chapter is an attempt to define industrial peace and to determine if it existed between 1932 and 1937. The 1937 strike is also discussed in this chapter, for it reflects the state of affairs during this period. Chapter six is concerned with the recognition and jurisdictional disputes of 1938 and 1939. These disputes not only show the power conflict between employer and union, but also the rivalry between two unions. Finally, the conclusion will attempt to explain how the conflicts changed, and how at one time certain particular issues and at other times other issues were regarded by the mineworkers as most important.

I wish to express special thanks to Professor T.D. Regehr whose guidance and suggestions proved to be very helpful. I would also like to acknowledge the assistance of the Departments of History and Graduate Studies for their financial aid, the staffs of the Archives of Saskatchewan, the Glenbow-Alberta Institute, and the Public Archives of Canada, and finally Jeanne Trach for a superb typing job.

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<sup>14</sup>C. Kerr and A. Siegel, "The Interindustry Propensity to Strike — An International Comparison," Industrial Conflict, eds. A. Kornhauser, R. Dubin, and A. Ross (New York: McGraw-Hill Ltd., 1954), p. 204.

<sup>15</sup>The terms mineworkers and miners have been used interchangeably throughout the thesis.

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## GLOSSARY OF ABBREVIATIONS

ACCL	All Canadian Congress of Labour
AFL	American Federation of Labor
AS	Archives of Saskatchewan
CFL	Canadian Federation of Labour
CIO	Congress of Industrial Organization
DBS	Dominion Bureau of Statistics
DNR	Department of Natural Resources
GAI	Glenbow-Alberta Institute
IWW	Industrial Workers of the World
MWCUED	Mine Workers Central Union of Estevan and District
MWUC	Mine Workers Union of Canada
OBU	One Big Union
PAC	Public Archives of Canada
RCMP	Royal Canadian Mounted Police
SCMU	Saskatchewan Coal Miners Union
SMWA	Saskatchewan Mine Workers Association
TLC	Trades and Labour Congress
UMWA	United Mine Workers of America, District 18
USA	University of Saskatchewan Archives
WUL	Workers Unity League

## CHAPTER I

### THE ECONOMIC CONDITION OF THE SASKATCHEWAN

#### COAL INDUSTRY, 1930-1939

Labour relations are greatly affected by the industrial environment. The industrial environment of an industry may be influenced by the nature of the product, the structure of the product market, the demand for the product, the state of technological change, the labour cost as a percentage of the total cost, the average size of the company, the rate of expansion or contraction of the industry, the sensitivity of the industry to the business cycle, and the profitability of the industry.<sup>1</sup> These factors have both direct and indirect effects in determining the workers' propensity to strike. The industrial environment of the Saskatchewan coal industry fostered 'poor' labour relations, and thus precipitated the ten coal strikes of the 1930s.

Lignite was the product. Lignite, according to R. L. Sutherland, a consulting engineer for the coal operators, "is not a true coal."<sup>2</sup> Lignite represents one of the earlier stages in the transformation of the original plant material, through a natural process of carbonization, into the true coals—sub-bituminous, bituminous, and anthracite. In the earlier stages of this transformation, the action is largely bacterial. Later on

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<sup>1</sup>C. Kerr and A. Siegel, "The Interindustry Propensity to Strike—An International Comparison," Industrial Conflict, p. 196; and C. Kerr, "Peace and the Bargaining Environment," Collective Bargaining, ed. A. Flanders (Harmondsworth: Penguin Books Ltd., 1971), pp. 122-134.

<sup>2</sup>Archives of Saskatchewan, Saskatchewan Royal Commission on the Coal Mining Industry in Saskatchewan, 1934 (hereinafter referred to as Turgeon Coal Commission), Proceedings, Vol. 21, p. 136.

the action consists essentially in the elimination of moisture in the original plant material, combined with, or as a separate operation, the removal of some of the volatile materials<sup>3</sup> by heat or pressure.

Coals are not homogeneous products.<sup>4</sup> Coals are different according to the percentages of moisture, ash, volatile matter, fixed carbon, and sulphur contained in them, and their calorific value.<sup>5</sup> The true coals have a high calorific value, i.e. the amount of heat produced by the combustion of a unit weight of the coal. A coal with low percentages of moisture and ash and a high percentage of fixed carbon will have a high calorific value. A very low ash content, however, might fail to give the required protection to furnaces and boilers. Low volatile coals burn more steadily and are less smoky than high volatile coals. A coal with a high sulphur content is necessary for the production of manufactured gas and metallurgical coke. Table 1.1 shows how low ranking lignite is in comparison to its competitors—sub-bituminous and bituminous.

The structure of a coal is just as important as its chemical content and volatility in determining its use. The structure of lignite causes it to crumble or slack if exposed to the sun and air for any length of time. This means that the lignite has to be used soon after being mined, or be provided with covered storage. Unfortunately lignite is liable to spontaneous combustion when stored in any quantity. But a greater disadvantage of lignite is that on rapid heating it disinte-

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<sup>3</sup>The volatile material is the portion of the coal other than moisture that is driven off as gas or vapour when heated. See Canada, Report of the Royal Commission on Coal, 1946 (Ottawa: King's Printer, 1947), p. 6.

<sup>4</sup>Turgeon Coal Commission, Proceedings, Vol. 21, p. 136.

<sup>5</sup>Report of the Royal Commission on Coal, 1946, pp. 5-6.

Table 1.1 Comparative Analysis Of Saskatchewan Lignite  
With Sub-Bituminous And Bituminous

DISTRICT	Moisture %	Ash %	Volatile %	Fixed Carbon %	Sulphur %	Calorific Value BTU/lb.
Nova Scotia, Bituminous.....	4.0	8.4	32.2	55.4	2.9	13,340
Bienfait ) ..	35.0	6.1	26.1	32.8	0.4	7,345
Roche Percee) Lignite. .	35.0	6.5	26.4	32.1	0.5	7,420
Estevan ) ..	35.0	9.3	25.1	30.6	0.3	6,905
Canmore, Alberta Sub-Bituminous.....	1.5	8.2	12.8	77.5	0.7	13,910
Comox, B.C. Bituminous.....	3.7	10.7	36.5	49.1	0.4	12,510

Source: Canada, Report of the Royal Commission on Coal, 1946,  
pp. 14, 31, 50.

grates into relatively small fragments. The breaking down of the lumps retards the flow of air through the fuel bed of a furnace and slows down the rate of combustion. The broken down lumps of lignite also fall through the ordinary grates.<sup>6</sup>

By the 1930s these disadvantages had been overcome by the development of special equipment like the Kicker Stoker. The Kicker Stoker was designed in such a way as to have revolving kickers feed in the lignite, and spread it over non-sifting grates, thus preventing a loss of the unburned portions. In large, low pressure heating plants, in apartments and in relatively small public buildings, the use of the Kicker Stoker and other similar equipment produced such satisfactory results that it allowed the substitution of lignite for the higher quality Alberta and British Columbia coals that were being used.<sup>7</sup> Mr. Cunningham, secretary

<sup>6</sup> Archives of Saskatchewan, Royal Commission on the Coal Mining Industry of Saskatchewan, 1949 (hereinafter referred to as Graham Commission), Exhibit A-5 Royal Commission on Coal, 1945, Brief Presented By The Province of Saskatchewan, Regina, April 19-21, 1945, p. 9.

<sup>7</sup> Ibid., p. 21; Turgeon Coal Commission, Proceedings, Vol. 14, p. 37, and Vol. 15, p. 7.

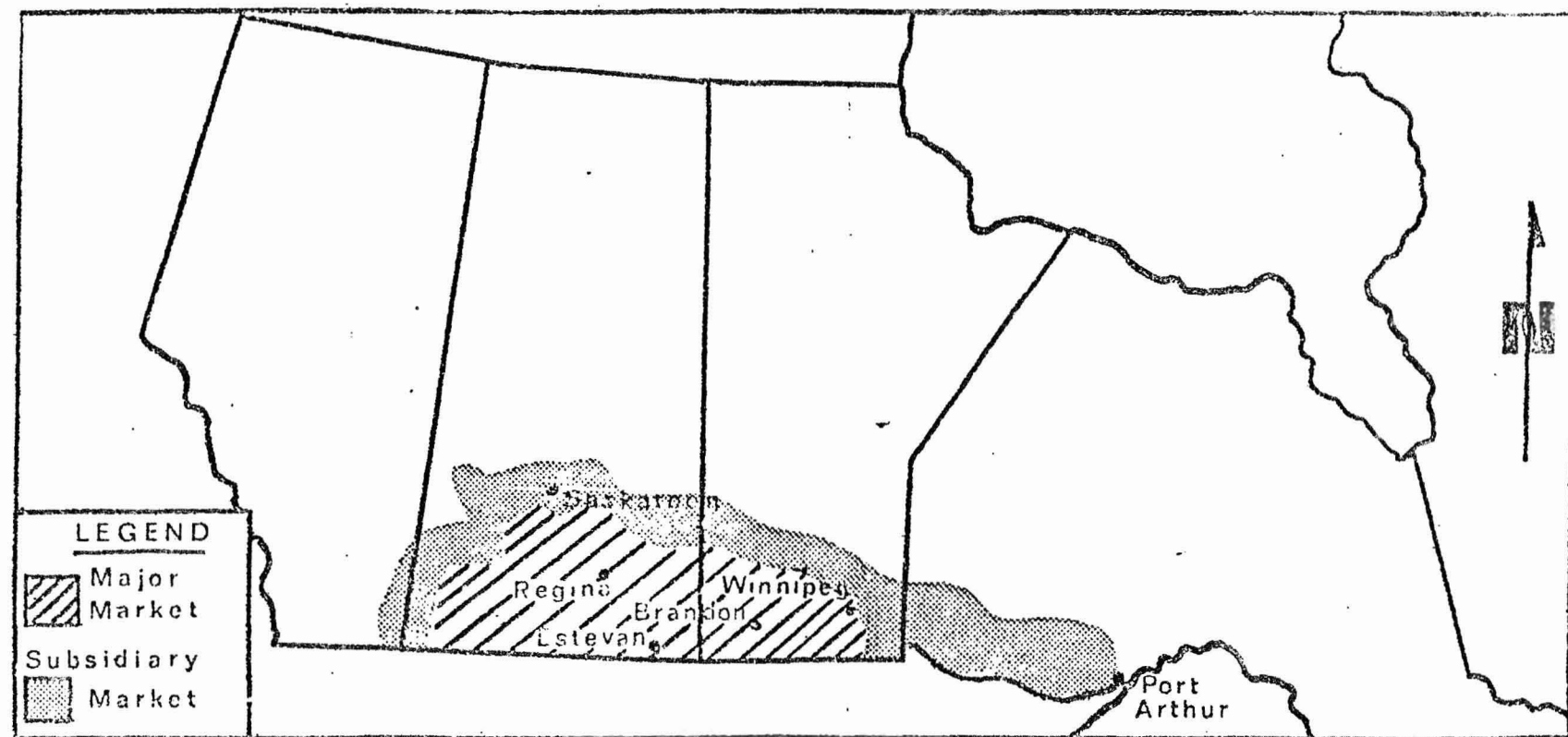
of the Regina School Board, substantiated this when he was questioned by the Turgeon Coal Commission:

Q. Now apart from the question of the cost of Souris Lignite as compared with other coals, is it a satisfactory fuel for the purpose of heating schools? A. Entirely satisfactory.  
Q. About what percentage of saving in fuel costs does your Board make, due to the use of Souris Lignite coal as opposed to Alberta Steam Coal? A. I think anywhere from 25 per cent [and] up.<sup>8</sup>

Savings such as this, however, were confined to the market area for Saskatchewan lignite, as Map 1.1 illustrates. The nature of lignite, the geographic location of the Saskatchewan lignite field, and the competition from other fuels made it non-competitive in markets beyond the area of southern Saskatchewan, Manitoba, and the southwestern corner of Ontario. To the east and northeast of southern Manitoba, the population was limited and the fuel requirement was largely supplied by wood. East of Winnipeg, the advantage lay with the Nova Scotia and New Brunswick bituminous coals, and the Pennsylvania Anthracite and Western Virginia bituminous coals which were transported from their respective coal fields, across the Great Lakes to Port Arthur, and then shipped by railway to destinations in the Prairies, Ontario and Quebec. To the west and northwest of southern Saskatchewan, the advantage lay with the British Columbia and Alberta coal fields, for virtually no Saskatchewan lignite went to this area, as Table 1.2 shows.

British Columbia and Alberta coals, however, continuously poured into Saskatchewan and Manitoba during the 1930s. In 1930 Alberta lignite producers provided Saskatchewan consumers with almost two times the total output of the Saskatchewan lignite field. Saskatchewan lignite production did not meet the amount of Alberta lignite coming into Saskatchewan until 1937. The following year the output of the Saskatchewan coal mines

<sup>8</sup>Turgeon Coal Commission, Proceedings, Vol. 24, pp. 9-10.



Map. 1.1 Market Area For Lignite, 1930-1939.

Sources: Report of the Royal Commission on Coal, 1946, pp. 447 and 588.

R. L. Sutherland, "The Place of Saskatchewan Lignite in the Coal Mining Industry of Western Canada," The Canadian Mining and Metallurgical Bulletin, October 1932, p. 574.

S. Hanson, "The Estevan Strike and Riot, 1931," (M.A. thesis, University of Saskatchewan, Regina, 1971), p. 18.

Table 1.2 Shipments Of Coal From Saskatchewan Mines By Destination, 1930-1939

DESTINATION	1930	1931	1932 (short tons)	1933	1934	1935	1936	1937	1938	1939
British Columbia	-	71	-	-	-	-	-	-	-	-
Alberta	1,535	33	-	-	-	-	-	-	-	-
Saskatchewan	247,750	329,394	429,990	477,209	469,933	466,675	521,473	505,263	486,219	434,891
Manitoba	233,552	244,408	362,569	376,653	381,213	404,227	433,004	482,049	453,143	452,051
Ontario	1,388	1,524	6,146	269	155	4,609	10,009	9,224	20,094	16,416
United States	218	426	593	537	2,235	1,931	485	634	696	802
Railroads	40,567	29,981	24,868	27,049	13,264	3,012	2,637	1,118	1,374	-
TOTAL	515,010	605,837	824,166	881,717	866,800	879,554	967,608	998,288	961,526	904,160

Source: Canada, DBS, Coal Statistics For Canada, "Saskatchewan," 1930-1939 (Ottawa: King's Printer, 1930-1939).

was greater, by a mere 2,213 tons, than all the coal entering the province from Alberta and British Columbia. Alberta and British Columbia coals, however, regained the lead in Saskatchewan in 1939. Thus Saskatchewan's total output in lignite for each year during the 1930s could have been easily consumed in the province, as Table 1.3 illustrates.

The Saskatchewan coal operators, however, were sending about forty to forty-seven percent of their total output to the Manitoba and Ontario markets, each year during the 1930s. The shipments increased from 233,552 tons in 1930 to 452,051 tons in 1939, an increase of ninety-four percent. Prior to 1932 the combined British Columbia and Alberta shipments (the majority of it being Alberta) more than doubled the Saskatchewan shipments into this area. After 1932, however, the Saskatchewan shipments increased so rapidly that by the late 1930s, they were almost equal the combined Alberta and British Columbia shipments, as Tables 1.4 and 1.5 show. A major reason for this change was that the Alberta coal shipments to both the Manitoba household and industrial markets decreased twenty-four percent, from 540,895 tons in 1930 to 408,824 tons in 1939, because Saskatchewan lignite was in greater demand. Consequently, the Saskatchewan operators had a well established market for their coal in Manitoba.

The Western Canadian coal producers were also in direct competition with the American coals in the Manitoba and Western Ontario industrial markets. To aid Canadian producers to meet this competition during the 1930s, the Federal Government, acting through the Dominion Fuel Board, devised a scheme of assisted freight rates called subventions on Canadian industrial coal into markets where it was in competition with American imported coal. As the competitive position varied from time to time, it was necessary almost annually to issue new Orders-in-Council in order to



Table 1.3 Output And Interprovincial Shipments Imports Made Available For Consumption In Saskatchewan, 1930-1939

	1930		1931 (short tons)		1932		1933		1934	
	0	1	0	1	0	1	0	1	0	1
Bituminous		127,788		120,467		111,889		94,247		74,567
Sub-Bituminous		61,733		27,215		33,858		21,707		14,165
Lignite	579,424	1,101,598	662,836	822,944	887,139	1,011,895	927,649	961,774	909,288	913,037
TOTAL	579,424	1,291,119	662,836	970,526	887,139	1,157,642	927,649	1,077,728	909,288	1,001,769
	1935		1936 (short tons)		1937		1938		1939	
	0	1	0	1	0	1	0	1	0	1
Bituminous		68,754		72,450		59,453		64,564		58,313
Sub-Bituminous		16,005		20,756		17,788		17,294		27,279
Lignite	921,785	1,049,298	1,020,792	1,159,754	1,049,348	1,018,253	1,022,166	938,095	960,000	968,132
TOTAL	921,785	1,134,057	1,020,792	1,252,960	1,049,348	1,095,494	1,022,166	1,019,953	960,000	1,053,724
0 = Saskatchewan Output										
1 = Coal Imports from British Columbia and Alberta										

Source: Canada, DBS, Coal Statistics For Canada, 1930-1939.

Table 1.4 Total Shipments Of Bituminous And Sub-Bituminous And Lignite Coals From Alberta Mines To Saskatchewan, Manitoba, And Ontario, 1930-1939

YEAR	Saskatchewan (short tons)	Manitoba	Ontario
1930	1,225,274	540,895	30,217
1931	903,801	443,107	26,750
1932	1,102,649	484,459	21,005
1933	1,058,154	452,952	38,978
1934	993,296	391,317	55,825
1935	1,124,623	441,091	64,820
1936	1,242,831	449,251	66,179
1937	1,085,680	438,906	63,316
1938	1,012,608	413,079	74,838
1939	1,044,991	408,824	90,207

Source: Canada, DBS, Coal Statistics For Canada, "Alberta," 1930-1939.

Table 1.5 Shipments Of Coal From British Columbia Mines To Saskatchewan, Manitoba And Ontario, 1930-1939

YEAR	Saskatchewan (short tons)	Manitoba	Ontario
1930	65,845	11,419	107
1931	66,725	57,562	72
1932	54,993	54,135	-
1933	19,574	71,946	409
1934	8,473	98,016	1,333
1935	9,434	95,646	14,274
1936	10,129	100,900	19,742
1937	9,814	59,410	20,741
1938	7,345	59,454	372
1939	8,733	64,483	16,361

Source: Canada, DBS, Coal Statistics For Canada, "British Columbia," 1930-1939.

adjust the reduction granted in the freight rates. Table 1.6 shows the various Orders-in-Council issued and their respective rates during the 1930s, for the Saskatchewan, Alberta, and British Columbia coal operators.

These adjustments, however, did not satisfy the Saskatchewan coal operators, even though the rates were supposed "to maintain the existing competitive position of Saskatchewan coal as against Alberta and British

Table 1.6 Subventions For Saskatchewan And British Columbia And Alberta Operators, June 13, 1930 - December 5, 1939.

		Saskatchewan	British Columbia and Alberta
June 13, 1930	P.C. 1399 P.C. 1400	50¢ per ton net	1/8¢ per ton mile - \$1.09 per ton
May 30, 1931	P.C. 1301	1/7¢ per ton mile 41¢ per ton	
May 30, 1931	P.C. 1303		1/7¢ per ton mile - \$1.24
April 13, 1932	P.C. 953 supersedes P.C. 1301	1/7¢ per ton mile 40¢ per ton	
	P.C. 952 supersedes P.C. 1303		1/7¢ per ton mile - \$1.20
May 30, 1933	P.C. 1120 supersedes P.C. 953	15¢ per ton	
	P.C. 1121 supersedes P.C. 952		1/12¢ per ton mile - \$0.70
May 28, 1934	P.C. 869 supersedes P.C. 953 & P.C. 1120	35¢ per ton	1/12¢ per ton mile - \$0.70
April 5, 1935	P.C. 895 supersedes P.C. 869	10% of Tariff 23¢ per ton	
	P.C. 894 supersedes P.C. 1121		10% of Tariff - \$0.52
Calendar Year 1936	P.C. 895	10% of Tariff 23¢ per ton	
April 5, 1935	P.C. 894		10% of Tariff - \$0.52
Calendar Year 1937	P.C. 895	10% of Tariff 23¢ per ton	
April 5, 1935	P.C. 894		10% of Tariff - \$0.52
Calendar Year 1938	P.C. 3972 supersedes	10% of Tariff 23¢ per ton	10% of Tariff - \$0.52
April 5, 1935	P.C. 895 & P.C. 894		
December 5, 1939	P.C. 3972 P.C. 3970	10% of Tariff 23¢ per ton	10% of Tariff - \$0.52

Source: Graham Commission, Exhibit 2-31, Royal Commission on Coal, Vol. 29, April 19, 1945, Exhibit No. 148, p. 2667.

Columbia coal in the same market areas.<sup>9</sup> Most of the Saskatchewan operators believed that the subventions discriminated against the Saskatchewan average coal price in favour of the Alberta average coal price.<sup>10</sup> Prior to the establishment of a subvention, for instance, the freight rate per ton from both the British Columbia and the Alberta coal fields to Winnipeg was \$4.95; from the Saskatchewan coal field it was \$2.30.<sup>11</sup> This meant that the Saskatchewan field ranked first in the Manitoba market, the Alberta second, and the British Columbia third. With the subventions of June 13, 1930, the British Columbia and Alberta producers received an average subvention of \$1.09 per ton, while the Saskatchewan producers received fifty cents per ton. The rating of these fields now became Alberta, British Columbia, and Saskatchewan.<sup>12</sup> This rating did not change, for in 1933 the subventions were still in favour of the Alberta field. J. R. Brodie, vice-president of Bienfait Mines Ltd., gave an example to prove this:

. . . from the Bellevue, Alberta field to Winnipeg is 841 miles, the subvention is 70 cents a ton. From Estevan to Winnipeg is 291 miles, [the subvention is 15 cents per ton]. Working it out on . . . their own . . . basis of calculation it should [be] 24.22 [cents per ton]. I think it is entirely wrong . . . to subsidise one field in the same country in a way that adversely affects another field in a different geographic position.<sup>13</sup>

Brodie, nevertheless, claimed that he would rather put up with this condition than "see it eliminated altogether because it has . . . eliminated

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<sup>9</sup>Canada, Report of the Royal Commission on Coal, 1960 (Ottawa: Queen's Printer, 1960), pp. 82-83.

<sup>10</sup>Turgeon Coal Commission, Factum on Behalf of Group Mines, B. D. Hogarth and W. W. Lynd, p. 9.

<sup>11</sup>Archives of Saskatchewan, Royal Commission on the Estevan-Bienfait Mining Dispute, 1931 (hereinafter referred to as Wylie Commission), Proceedings, Vol. 8, p. 302.

<sup>12</sup>Ibid., p. 320.

<sup>13</sup>Turgeon Coal Commission, Proceedings, Vol. 9, p. 23.

a certain amount of American coal."<sup>14</sup> With the advent of World War II, the assistance on shipments to Manitoba was dropped and was not reinstated.<sup>15</sup>

The subventions were not so serious an economic problem as the Saskatchewan operators made them out to be. Since the subventions only applied to the industrial market, they really could not weaken the economic position of the operators because only twenty-five percent of the lignite mined went to this market during the 1930s.<sup>16</sup> The remaining portion essentially went to the household (domestic) market, because lignite was suitable for household stoves and furnaces, but was of no use in the manufacture of coke and of little, if any, use in railway locomotive boilers.<sup>17</sup> Consequently, lignite mining was a seasonal operation. This meant that there was little demand for lignite during the spring and summer months. In other words, the great proportion of lignite mined was during the winter season, when there was a substantial demand, as Table 1.8 shows. But could such a limited seasonal demand be sufficient to meet the costs of extraction, especially the labour costs which averaged about fifty percent,<sup>18</sup> and still earn profits for the coal operators?

The Saskatchewan operators realized that they had to sell their lignite at a price lower than that of the British Columbia

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<sup>14</sup>Wylie Commission, Proceedings, Vol. 2, pp. 39-40.

<sup>15</sup>Report of the Royal Commission on Coal, 1960, p. 83.

<sup>16</sup>S. Hanson, "The Estevan Strike and Riot, 1931," (M.A. thesis, University of Saskatchewan, Regina, 1971), p. 18. By the late 1940s, however, as a result of increased efforts by the operators to acquire more industrial markets, seventy percent of the lignite mined went to this market. See Graham Commission, Report, p. 11.

<sup>17</sup>See Table 1.7 for the disposition of lignite during the 1930s.

<sup>18</sup>F. G. Neate, "The Canadian Coal Industry," The Canadian Mining and Metallurgical Bulletin, Vol. 28, 1935, pp. 420-421. Also see Table 1.9 for a comparison of the average labour cost per ton to the average value per ton of lignite.

Table 1.7 Disposition Of Coal From Saskatchewan Mines, 1930-1939

DESTINATION	1930	1931	1932	1933 (short tons)	1934	1935	1936	1937	1938	1939
Supplied to employees for domestic consumption	3,252	2,467	3,820	3,936	3,388	3,220	3,031	2,833	2,540	2,082
Shipments of coal to all destinations as shown in Table 1.2	515,010	605,837	824,166	881,717	866,800	879,554	967,608	998,288	961,526	904,160
Used under colliery boilers	33,024	28,042	25,302	26,442	24,404	23,656	23,159	20,481	24,430	14,561
Used in making briquettes	22,911	13,979	13,283	953	264	130	-	-	-	-
Used by companies railroads	3,911	3,286	5,361	5,445	6,965	7,721	7,844	8,887	9,179	8,043
Put on bank	2,262	7,610	11,860	4,279	6,983	4,675	6,204	10,540	8,135	23,611
Put on waste heap	993	2,716	8,075	9,879	6,731	8,546	17,271	18,721	25,879	25,869
Total disposition	581,363	663,937	891,867	932,651	915,535	927,502	1,025,117	1,059,750	1,031,689	978,326
Lifted from bank	1,939	1,101	4,728	5,002	5,757	5,357	4,325	10,402	9,523	17,870
Lifted from waste bank	-	-	-	-	490	360	-	-	-	456
TOTAL OUTPUT	579,424	662,836	887,139	927,649	909,288	921,785	1,020,792	1,049,348	1,022,166	960,000

Source: Canada, DBS, Coal Statistics For Canada, "Saskatchewan," 1930-1939.

Table 1.8 Output Of Coal From Saskatchewan Mines By Months, 1930-1939.

MONTH	1930	1931	1932	1933 (short tons)	1934	1935	1936	1937	1938	1939
January	78,063	81,308	110,505	130,121	125,695	145,695	147,055	150,436	135,401	138,084
February	50,186	55,094	112,934	119,071	94,922	79,756	149,828	115,006	123,097	151,399
March	47,140	63,088	85,140	71,938	77,281	79,243	69,906	79,100	63,731	89,470
April	25,550	30,420	37,360	34,957	34,206	45,149	46,173	45,661	41,151	29,114
May	20,744	22,521	16,586	20,739	25,740	28,942	27,765	23,538	29,962	19,067
June	20,993	17,970	15,369	19,916	21,421	23,589	26,453	22,906	23,984	31,658
July	20,264	16,347	19,075	18,447	23,575	23,952	26,415	21,948	24,907	25,815
August	21,517	19,527	19,330	26,363	31,109	33,982	30,526	30,139	44,686	38,029
September	42,690	35,130	51,814	67,330	86,167	53,375	80,956	87,457	67,439	74,621
October	91,030	84,518	130,498	146,510	136,636	132,740	161,727	160,331	134,576	110,343
November	81,955	130,998	148,312	129,396	115,787	153,369	119,862	150,158	180,589	139,270
December	79,292	105,915	140,216	142,861	136,749	121,993	134,126	162,668	152,643	113,130
TOTAL	579,424	662,836	887,139	927,649	909,288	921,785	1,020,792	1,049,348	1,022,166	960,000

Source: Canada, DBS, Coal Statistics For Canada, 1930-1939.

Table 1.9 Average Value Of Coal F.O.B. Saskatchewan Mines, Along  
With The Average Labour Cost Per Ton, 1930-1939

YEAR	Average Value Per Ton of Coal raised	Average Labour Cost per ton raised
1930	\$ 1.67	\$ .94
1931	1.42	.76
1932	1.38	.71
1933	1.38	.78
1934	1.36	.70
1935	1.40	.66
1936	1.43	.67
1937	1.42	.67
1938	1.35	.71
1939	1.30	.64

Source: Canada, DBS, Coal Statistics For Canada, "Saskatchewan,"  
1930-1939.

Table 1.10 Average Value Of Coal F.O.B. Mines,  
For Saskatchewan, Alberta And  
British Columbia, 1930-1939

YEAR	Saskatchewan Lignite	AVERAGE VALUE PER TON OF COAL RAISED			British Columbia Bituminous
		Bituminous	Sub-Bituminous	Lignite	
1930	\$ 1.67	\$ 3.49	\$ 2.82	\$ 2.91	\$ 4.04
1931	1.42	3.38	2.57	2.61	3.81
1932	1.38	3.29	2.37	2.51	3.80
1933	1.38	3.14	2.29	2.29	3.83
1934	1.36	3.19	2.33	2.25	3.60
1935	1.40	2.92	2.49	2.30	3.78
1936	1.43	2.88	2.53	2.33	3.68
1937	1.42	2.89	2.59	2.37	3.66
1938	1.35	2.81	2.59	2.41	3.63
1939	1.30	2.78	2.58	2.43	3.44

Source: Canada, DBS, Coal Statistics For Canada, 1930-1939.

bituminous and the Alberta bituminous, sub-bituminous, and lignite coals. It seems that the Saskatchewan operators carried this too far, when they maintained an average selling price of \$1.00 or more per ton below the British Columbia and Alberta coals, as Table 1.10 shows. C. Thomson, president of Manitoba and Saskatchewan Coal Company, believed that "the average price realization of this field could be bettered 25¢ per ton . . . and not disturb our competitive position, and not lose the sale of



a pound of coal to any other field."<sup>19</sup> But from examining Table 1.10 the average price of the Saskatchewan coal could have been increased by almost \$1.00 per ton, and it would not have disturbed the competitive position. In any event, the average price realization of Saskatchewan coal remained extremely low, and for the operators to earn profits, they had to keep their production costs as low as possible. The production costs depended upon the most efficient mining method used.<sup>20</sup>

The Saskatchewan lignite field employed two methods of extraction — the deep seam and the strip. R. J. Hassard, a homesteader, introduced the deep seam method in 1887, when coal mining commenced in the Souris region.<sup>21</sup> The initial approach to the lignite was either by vertical shaft, drift, or slope. Drift mines were opened by driving horizontally into the coal seam; such mines were located on the side of a hill. Slope mines were opened by tunneling into a hillside at an incline. Shaft mines were opened by a vertical descent through the overlying earth strata. From these mine entrances a system of roadways was designed to provide access to the coal seams, the transportation of miners, materials, and coal, and air passages for ventilation. Their pattern depended upon both the physical conditions and the general plan of the mine. All three approaches were used in the Saskatchewan coal field.

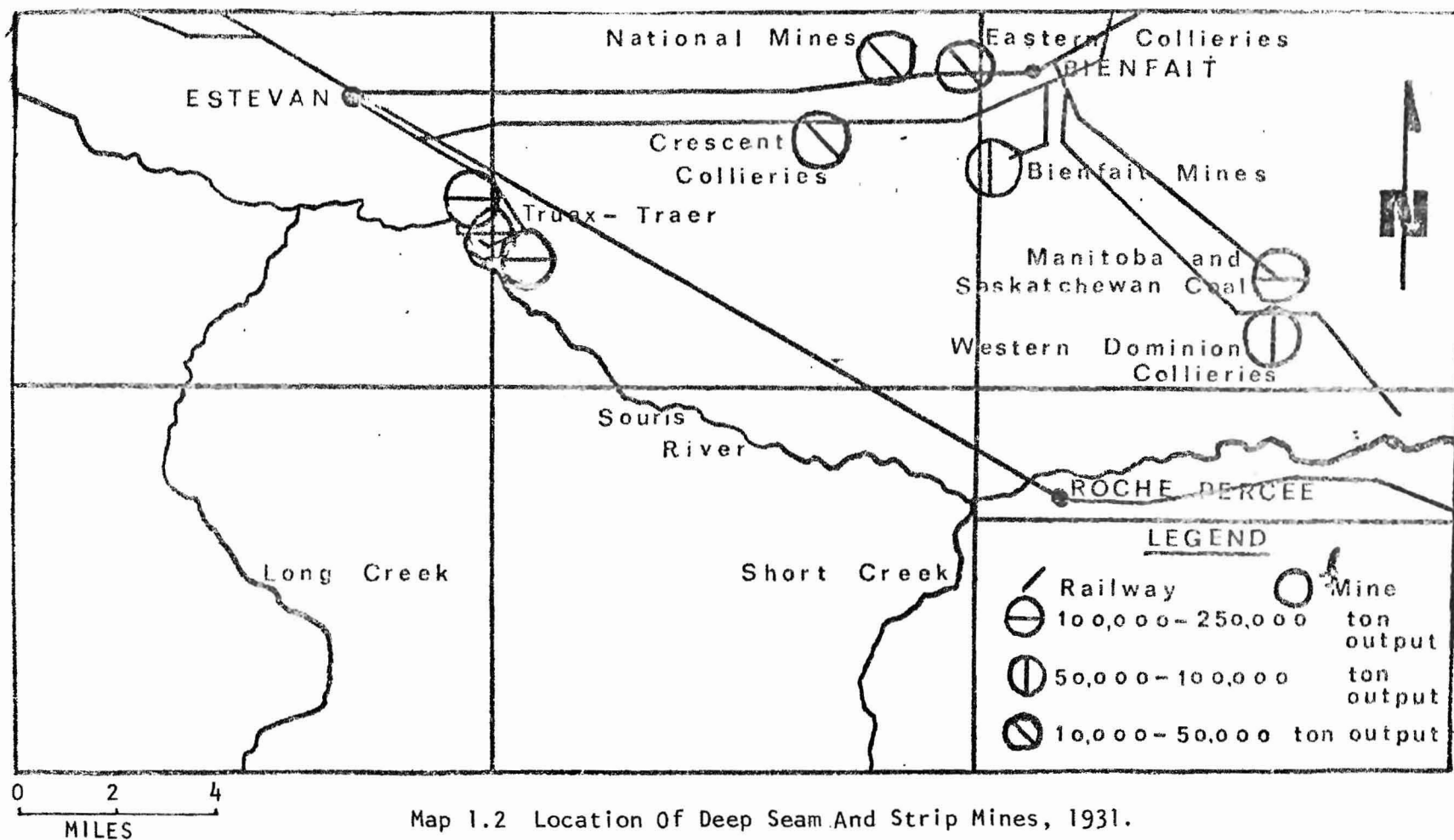
The deep seam mines, especially the 'Group,'<sup>22</sup> used the room-and-pillar

<sup>19</sup>Turgeon Coal Commission, Proceedings, Vol. 2, p. 32.

<sup>20</sup>Regina Leader-Post, November 15, 1939, p. 3.

<sup>21</sup>Later known as the Estevan-Bienfait region. See Graham Commission, Report, p. 10.

<sup>22</sup>The Group consisted of Bienfait Mines Ltd., Manitoba and Saskatchewan Coal Company, Crescent Collieries Ltd., Eastern Collieries Ltd., and Western Dominion Collieries Ltd. These were the five largest deep seam mines during the 1930s. (See Map 1.2 for their location.) Crescent Collieries, however, went bankrupt in 1936. Western Dominion merged with Truax Traer Coal Company, an American based stripping operation, in late 1938 and formed a new company called Western Dominion Coal Mines Ltd. The small or medium sized deep seam mines (mentioned by name in this thesis) were: H. E. Poage Mine, Baniulis



system to mine the lignite. The coal face was first undercut or sheared vertically or horizontally by a coal cutter to render the blasting safer, and more productive of lump sizes, when there was a demand for such sizes. Once the cutting was completed, holes were drilled into the coal face either by hand augers or by power drills. The shot holes were then charged with explosives and fired by fuses. The blast shook down or collapsed the coal face. The coal was then loaded into a mine car either by hand shovel or by mechanical loader, and transported along the haulage-way to the tipple to be weighed, dumped over screens or bars to be sized for the market demand,<sup>23</sup> and then shipped to market.

The deep seam method, however, had a number of disadvantages. In using the room-and-pillar system a series of entries and rooms were created with roofs that had to be supported by coal pillars or timbers, or they would collapse before the coal could be taken out. Since these pillars were not mined, and about one to two feet of coal was left on both the floor and the roof of the room to reduce the cost of timbering, only sixty per-cent of the coal was mined.<sup>24</sup> The other disadvantages were

Brothers, Lignite Coal Mines, North West Coal, Tisdale Mine, Jenish Brothers, Nicholson Mine, J. Parkinson, High Test Coal, H. Banks and Son, Rock Spring Coal, T. Sidall, Golden Glow Mine, Winstanley Brothers, and Banner and Rock Springs Mine.

<sup>23</sup>To meet market demands, the coal was sized according to the following descriptions:

Size of Coal	Size limits
Run-of-mine	Retained on 1/8 inch screen
Lump	Retained on 1 1/2 inch screen
Egg	Passing 3 inch, retained on 2 1/2 inch screen
Stove	Passing 2 1/2 inch, retained on 1 1/2 inch screen
Nut Slack	Passing 2 inch, retained on 1/16 inch screen
Slack	Passing 3/4 inch, retained on 1/32 inch screen
Stocker nut	Passing 1 1/2 inch, retained on 3/4 inch screen
Stocker pea	Passing 3/4 inch, retained on 3/8 inch screen

See Report of the Royal Commission on Coal, 1946, p. 4; and Turgeon Coal Commission, Report, pp. 19-20.

<sup>24</sup>S. Hanson, "The Estevan Strike and Riot, 1931," p. 11.

the constant transference of machinery from room to room; the capital expenditure per ton of output was high; the subsidence in relation to the surface and other seams could not be controlled effectively; two successive phases of narrow work and pillar extraction could not be both successfully carried out; and the use of machinery and cars required a high standard of planning and organization, or output would be drastically reduced.<sup>25</sup>

The advantages of this method, nevertheless, seemed to outweigh the disadvantages prior to the 1940s.<sup>26</sup> The advantages were that a high proportion of 'productive workers' were engaged in actual coal-getting operations, and thus increased the output per man shift; the system was not dependent upon the completion of specific operations by the end of each shift; since there was no rigid cycle of operations, the advantages of multiple-shift getting could be gained; the work process was adaptable to deal with faults and intrusions without serious loss of output; the workers were attracted by the greater variety of the work and the greater skill required in its performance; and finally, supervision and the maintenance of discipline were facilitated, and the standard and progress of the work could be easily checked from shift to shift.<sup>27</sup>

The strip mining method, however, seemed more suitable for mining the lignite. Strip mining was profitable if there was, according to E. W. Garner, general manager of Truax-Traer Coal Company, one foot of coal for every five feet of overburden, "but with a longer boom on the shovel, that giving it a greater reach, it is possible that it could even remove greater overburden . . ."<sup>28</sup> Since the seams were

<sup>25</sup> Report of the Royal Commission on Coal, 1946, p. 80.

<sup>26</sup> Graham Commission, Report, p. 11.

<sup>27</sup> Report of the Royal Commission on Coal, 1946, p. 79.

<sup>28</sup> Turgeon Coal Commission, Proceedings, Vol. 15, p. 345.

from five to ten feet in thickness and were within one hundred feet of the surface,<sup>29</sup> the strip mining process was most appropriate. In this process, which Truax Traer introduced in the Saskatchewan field in 1930, an electric power shovel, capable of lifting out eighteen tons of overburden at one scoop, stripped off the soil from the coal. Behind it came bulldozers, to clear any soil that was still remaining, and smaller shovels, which scooped out the coal at about one ton a time, and loaded it into mine cars or trucks of twenty ton capacity.<sup>30</sup> The coal was then transported to the tipple where it was dumped over screens or bars to be sized, weighed, loaded, and shipped by rail to its destination.<sup>31</sup>

The strip method had a number of advantages over the deep seam method. The stripping operation usually had a recovery factor of 85 percent, considerably higher than the 60 percent of the deep seam method.<sup>32</sup> Timbering and ventilation equipment were unnecessary for stripping. In stripping, mine cars were not limited in size as were those in deep seam mines by the height and width of the haulage-way. Strip mines could be opened and put into production far more rapidly than deep seam mines, because preliminary preparations were much less extensive and time-consuming. This made possible a faster recovery of fixed charges.<sup>33</sup> But most important was that a stripping operation required fewer men than a deep seam operation, thus

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<sup>29</sup>Stanford Research Institute, A Study of Resources and Industrial Opportunities for the Province of Saskatchewan (Menlo Park: Stanford Research Institute, 1959), p. 229; and Graham Commission, Report, p. 9.

<sup>30</sup>Regina Leader-Post, November 15, 1939, p. 3.

<sup>31</sup>See Table 1.2 for the destination of Saskatchewan lignite.

<sup>32</sup>M. Freedman, "A Geographical Analysis of the Estevan (Saskatchewan) Coalfield, 1880-1966" (M.A. thesis, University of Saskatchewan, Saskatoon, 1968), p. 70.

<sup>33</sup>M.S. Baratz, The Union and the Coal Industry (New Haven: Yale University Press, 1955), pp. 12-13.

greatly reducing the cost of production. Table 1.11 clearly shows that the stripping machinery, displacing manpower, had substantially reduced the cost of production as expressed by the cut in labour cost per ton of coal.

Table 1.11 Labour Costs Per Ton Of Coal For The 'Group'  
And Truax Traer, 1931-1934

MINE	Labour Costs Per Ton of Coal			
	1931	1932	1933	1934
Crescent Collieries	- ¢	- ¢	94.5¢	72.3¢
Eastern Collieries	-	72.0	72.5	-
Bienfait Mines Ltd.	81.6	79.7	80.6	70.0
Western Dominion Collieries	99.0	84.0	81.0	-
Man. and Sask. Coal Company	85.0	85.3	62.6	58.1
Truax Traer Coal Company	-	16.7	21.1	19.9

Source: Turgeon Coal Commission, Exhibit C.63.

With these advantages, Truax Traer was in a stronger economic position than the deep seam mines. Truax Traer was able to produce more coal than any other Saskatchewan mine between 1931 and 1938, as Table 1.12 shows. For example, in 1934 the output of Truax Traer was 227,556 tons, while the largest deep seam mine, Man. and Sask. Coal, only produced 128,604 tons. With such a great output, Truax Traer was able to have economies of scale, and thus sell at a much lower price than the Group, as Table 1.13 shows.

Table 1.13 Average Realization Per Ton At The Mines Of The  
Group And Truax Traer, 1930 - April 30, 1934.

MINE	1930	1931	1932	1933	1934
Crescent Collieries	\$1.83	\$1.75	\$1.56	\$1.64	\$1.30
Eastern Collieries	2.11	1.72	1.37	1.52	1.45
Bienfait Mines Ltd.	1.85	1.74	1.53	1.56	1.48
Western Dominion Collieries	1.91	1.67	1.38	1.42	1.32
Man. & Sask. Coal Company	1.96	1.71	1.52	1.59	1.50
Truax Traer Coal Company	-	-	1.21	1.30	1.24

Source: Turgeon Coal Commission, Report, p.15.

The Group called Truax Traer's price cutting poor business ethics and

Table 1.12 Coal Output Of The 'Group', Truax Traer, And All Other Mines, 1930-1939

	1930	1931	1932	1933 (short tons)	1934	1935	1936	1937	1938	1939
Bienfait Mines	85,357	65,885	93,902	89,706	88,115	107,001	125,590	109,018	123,605	56,605
Crescent Collieries	63,318	46,330	54,476	60,172	60,566	48,738	14,536	-	-	-
Eastern Collieries	41,016	34,439	66,354	58,762	57,104	62,543	72,323	73,280	63,456	30,013
Man. and Sask. Coal Company	96,790	107,910	140,198	130,309	128,604	179,006	218,015	216,390	220,895	199,394
Western Dominion	119,847	94,220	139,575	120,191	121,860	72,191	69,320	160,201	168,497	362,291
Truax Traer Coal Co. (formerly Big Lump Company)	77,188	229,436	239,620	249,457	227,556	228,831	263,399	224,880	206,927	68,537
All Other Mines	95,908	84,616	153,014	327,152	225,483	223,475	357,609	265,579	238,786	243,160
TOTAL OUTPUT	579,424	662,836	887,139	927,649	909,288	921,785	1,020,792	1,049,348	1,022,166	960,000

Source: Canada, DBS, Coal Statistics For Canada, "Saskatchewan," 1930-1939.

unfair competition.<sup>34</sup> In fact, the Group accused Truax Traer of stealing customers from them after they had spent a great deal of time and money to get them. The Group tried to get more customers by placing educational and promotional advertisements in newspapers such as the Winnipeg Free Press, the Winnipeg Tribune, the Regina Daily Star, and the Regina Leader-Post; by sending out salesmen to industrial and other concerns which needed fuel the year round;<sup>35</sup> and by sending out consulting engineers like R. Sutherland to make examinations of plants that were prospective users of lignite, to determine what, if any, changes were required in their plant to permit them to use lignite, and to help them install special equipment to burn lignite.<sup>36</sup> Bienfait Mines, for example, spent five hundred dollars on such equipment, and donated the services of one of its engineers to help install it in the Robin Hood Flour Mills at Moose Jaw.<sup>37</sup> J. Brodie reported that it took persistent efforts for months to convince the Flour Mills to convert to the use of lignite, but as soon as it did, Truax Traer interfered by offering to supply the lignite at a lower price. Brodie claimed that it was "unfair competition [Truax Traer] always offer the coal at lower prices."<sup>38</sup> Truax Traer also interfered with the Group's marketing agency, the Great West Coal Company.<sup>39</sup> This Company besides selling the Group's coal would also install special blowers in apartment blocks in Winnipeg and the

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<sup>34</sup> Turgeon Coal Commission, Proceedings, Vol. 6, p. 56.

<sup>35</sup> Ibid., Vol. 8, p. 284.

<sup>36</sup> Ibid., Vol. 21, p. 96.

<sup>37</sup> Ibid., Vol. 9, p. 237.

<sup>38</sup> Ibid., p. 19.

<sup>39</sup> Each member of the Group paid an eight percent commission to Great West for selling the coal, taking all the credit risks, guaranteeing against loss, and employing all the capital to carry this out. See Ibid., Vol. 2, p. 38.



other cities in the market area (see Map 1.1). Once the blowers were installed, "along would come the Truax Traer people and take the business away."<sup>40</sup>

E. W. Garner of Truax Traer, however, did not see this as unfair competition. In fact, he claimed there was no special effort to take away business created by the Great West Coal Company or the Group. "I have heard these complaints before," reported Garner, "but nothing has ever been done about it, and as far as my inquiry into it [it] is just the dealers carrying on business in the ordinary way, and they are out to get any business they can get."<sup>41</sup>

The Group, especially J. Brodie, realized that unless Truax Traer's technological changes, persistent price cuts, and unfair competition ceased, it was just a matter of time till the deep seam mines would either have to become strippers or close down. Consequently, the Group attempted to cooperate with Truax Traer by establishing a quota system on the production and sale of lignite. To bring this about, three meetings—the first in May 1932, the second in May 1933, and the third in May 1934—were held between the representatives of the Group and Truax Traer. The meetings, however, failed because Truax Traer refused to abide by any quota system.<sup>42</sup>

Even though the Group and Truax Traer were primarily competing between themselves, their output and earnings were greatly affected by the competition from the Saskatchewan small mines. During the 1930s the number of reported small mines in Saskatchewan fluctuated between 51

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<sup>40</sup> *ibid.*, Vol. 15, p. 282.

<sup>41</sup> *ibid.*

<sup>42</sup> Turgeon Coal Commission, Exhibit C71, J. C. Thomson to Colonel J. A. Cross, K.C., January 3, 1935.

and 250: with 51 in 1930; 67 in 1931; 148 in 1932; 193 in 1933; 208 in 1934; 250 in 1935; 202 in 1936; 183 in 1937; 161 in 1938; and 151 in 1939.<sup>43</sup> This increase was a result of the relative ease of entry into the industry. Since the lignite deposits were so extensive, about thirteen billion tons covering a relatively vast area, it was possible to have many hundreds of mines in operation.<sup>44</sup> A large number of small mines were opened because the Great Depression of the 1930s had destroyed alternative sources of employment. A number of these mines, moreover, were opened because a number of miners who had taken part in the Estevan Riot of 1931 were blacklisted,<sup>45</sup> and had "taken coal leases of their own in an endeavour to make a living."<sup>46</sup> Finally, there was very little capital needed to open a small mine. The small operator's investment was usually confined to a few hundred dollars for a few mine cars, tracks, hand tools, explosives, and a truck for delivering the coal, with virtually no capital invested in large mining machinery, or a proper ventilation system. Furthermore, the small operators, according to the Group, were "not compelled to pay contributions under the Workmen's Compensation Act and also [did] not have to perform many of the duties imposed by the Mines Act such as sanitary housing; bath houses; the deduction from miners' pay cheques of doctors' and hospital fees, checkweighmans' salaries, etc."<sup>47</sup>

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<sup>43</sup>Canada, DBS, Coal Statistics for Canada, "Saskatchewan", 1930-1939.

<sup>44</sup>Graham Commission, Report, p. 9.

<sup>45</sup>The practice of placing unfavourable workers or labour agitators on a list which was circulated among employers for the purpose of jointly refusing employment to them. See P. H. Casselman, Labor Dictionary: A Concise Encyclopaedia of Labor Information (New York: Philosophical Library, 1949), p. 34.

<sup>46</sup>DNR, Coal Administration Branch, Policy Changes in Mines Act File, E. Swain, Summary Report of Estevan Coal District, September 25, 1933, p. 1.

<sup>47</sup>Ibid., p. 2.

Consequently the small operators, according to the Group, created unfair competition. The small mines also threatened the survival of the industry by giving excessive overages in weight of several hundred pounds to nearly a ton, for a price on a ton which was far less than the Group's selling price. One large operator reported that the

destructive competition from the small mines has continued for many years to be very injurious to the general growth and progress of the field. The small mines have done much the greater percentage of this trade at a ruinous price factor even on the basis of per net ton, and again in selling three tons or more at the price of two. Last season [a] small mine just 17 miles south of Moose Jaw sold 9000 tons; 6000 tons . . . in Moose Jaw . . . at a price factor 75 cents to \$1.00 per ton under the retail price. . . .<sup>48</sup>

In order to reduce this serious price competition, the Provincial Coal Administration Board was established in 1935 under The Coal Mining Industry Act, 1935. The Act gave the Board the power to "fix . . . the price or prices at which coal may be sold within the province. . . ."<sup>49</sup> The Board's attempts to stabilize prices seemed to work for a time, and was successful in the control of competition. But trouble arose in 1938, when the operators of Bienfait Mines, Western Dominion, Truax Traer, and Nicholson Mine declared their intention of lowering the price on both lump and cobble coals sold in the Manitoba market.

They called a meeting of all the operators on April 27, 1938, in order to consider their application for price reduction.<sup>50</sup> They argued that after giving the system a fair trial they found it impractical to control prices, because the stove, nut slack, and cobble coals had

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<sup>48</sup> Ibid., mine owner(?) to G. Spence, August 11, 1934, pp. 4-5.

<sup>49</sup> Statutes of the Province of Saskatchewan 1934-35 (Regina: King's Printer, 1935), p. 530.

<sup>50</sup> DNR, Coal Administration Branch, Estevan Coal Mines 1938-40, Minutes of Meeting Held in Town Hall, Estevan, on the afternoon of Wednesday, April 27, 1938 at 2 P.M. (hereinafter referred to as Minutes of April 27, 1938 meeting of the operators), Brief of Western Dominion, p.1

been selling well below the regulated prices. A large number of the small mines had done this, and were thus unjustly and unfairly taking away their business. Moreover, the Alberta and British Columbia coals were still providing competition in the Manitoba market. Finally, their employees were not getting sufficient working days to earn adequate wages, because of the lost sales.<sup>51</sup> Brodie proposed that there should be a reduction in the price of the coarse coal sizes.<sup>52</sup> He believed that if the prices were reduced, then the consumers would demand more coal. The result would be an increase in tonnage, sales, and profits. The meeting adjourned until May 26, in order to allow the other operators to give their reply.

When the meeting commenced, most of the operators voiced an unfavourable reply to the application for price reduction. Both H. Wallace of Eastern Collieries and F. Adams of Banner and Rock Springs Mines were utterly amazed at this foolish application, for they could not "understand where a cut in the prices . . . would bring the mines back to a position where they will operate at a profit instead of a loss."<sup>53</sup> From their own experience, they argued that in February 1936, a twenty-five cent per ton cut on their coarse coal in both the Moose Jaw and the Regina markets was implemented. The cut did not give them any additional tonnage, but in fact reduced their "tonnage at these points [more] than under the old prices."<sup>54</sup>

The small mines were also bitterly opposed to the application. The

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<sup>51</sup> Ibid.; and Brief of Truax Traer, pp. 1-5.

<sup>52</sup> Ibid., p. 5.

<sup>53</sup> Ibid., Minutes of Meeting Held in Town Hall, Estevan on the Afternoon of Thursday, May 26, 1938 at 2 P.M. Brief of H. Wallace and F. Adams, p. 22.

<sup>54</sup> Ibid.

small operators realized that the purpose of the application was to increase the sales of the applicants by putting the small mines out of business.<sup>55</sup> Even if the small operator was not put out of business, he would probably have to reduce wages or his work force. This was a very critical issue with the presence of the depression and labour discontent.<sup>56</sup>

Consequently, no agreement was reached between the operators who opposed the price cuts, and those in favour. The Saskatchewan Government, however, was willing to help solve the situation when, on September 13, it passed an Order-in-Council establishing a schedule of minimum prices for Saskatchewan coal at the minehead.<sup>57</sup> The Order-in-Council was able to control only the Saskatchewan market, because the government had no jurisdictional power to control the Manitoba market. The Manitoba market was thus left open, and there resulted a great deal of competition among the Saskatchewan operators. The competition remained severe until October 1941, when the Wartime Prices and Trade Board froze the market price of all coals.<sup>58</sup> The freezing of the market prices of coal, and the impact of World War II helped to increase the industrial market of Saskatchewan lignite in Manitoba.<sup>59</sup>

But before the coal prices came under the control of the Wartime

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<sup>55</sup> *Ibid.*, Brief of H. L. Johnston of the Lignite Coal Mines Ltd., p. 21.

<sup>56</sup> *Ibid.*, Brief of E. Jenish, A. E. Tisdale, W. Gill, P. Gembey, D. Bozak, W. Stefuik, H. Kuick, J. Olshanoski, E. J. Betland, and T. E. Parkinson, p. 12.

<sup>57</sup> Graham Commission, Exhibit A-5, p. 15.

<sup>58</sup> *Ibid.*

<sup>59</sup> Graham Commission, Report, p. 11.

Prices and Trade Board, the Saskatchewan coal industry was "in a very bad way."<sup>60</sup> This can be seen in the drastic reduction in the net profits of the five largest deep seam mines. Table 1.14 shows the net profits or losses of the Group between 1930 and 1934.

Table 1.14 Net Profit Or Loss Of The Group, 1930-1934

MINE	1930 \$	1931 \$	1932 \$	1933 \$	1934 \$
Crescent Col- lieries	1,851.33	1,187.55	(8,990.34)	( 4,129.74)	( 990.70)
Eastern Col- lieries	1,382.99	1,559.23	(4,153.28)	80.34	( 1,834.33)
Bienfait Mines	18,650.32	9,865.47	(1,795.79	( 3,489.58)	( 339.30)
Western Dominion	5,442.07	2,154.86	( 798.25)	6,676.50	(14,172.87)
Man. and Sask.Coal	7,871.26	7,098.10	(9,901.77)	(14,302.04)*	(16,633.02)*
			*10¢ per ton Depletion Re- serve without it the loss would have been:		
( ) denotes losses			(1,308.90) (3,501.63)		

Source: Turgeon Coal Commission, Factum of J. A. Cross and Exhibits No. G.5 and G.13.

The drop in profits was mainly a result of the decline in the realization. The average realization per ton declined twenty-two percent from \$1.67 in 1930 to \$1.30 in 1939. This decline was a result of several factors: the lack of currency in the prairie provinces due to the loss of wheat markets, and the drought and grasshoppers destroying potential crops; the competition from the strip mine; the opening up of a large number of small mines resulting in severe price cutting and the giving of large overweights to attract customers; and finally, the com-

<sup>60</sup>Turgeon Coal Commission, Proceedings, Vol. 12, p. 42.

petition coming from the British Columbia and Alberta coal fields.<sup>61</sup>

Because of the poor economic conditions of the industry, the Saskatchewan operators were hard pressed to give decent wages to the mineworkers. In fact, the operators were more inclined to reduce wages than give increases, because they claimed that was the only variable cost which could be reduced. "The only flexible thing we have," argued C. Thomson, "is the wage schedule. Other charges [such as] taxes . . . interest charges . . . workmen's compensation [and] other essential things are fixed."<sup>62</sup> This was not a reliable argument considering that there were other variable costs such as tools expenditure, maintenance, stores, materials, distribution, administrative and miscellaneous,<sup>63</sup> which could have been reduced. The operators, nevertheless, either reduced wages or, at least, prevented any substantial increases during the 1930s. The consequences of such a policy was to lower the mineworkers' standard of living. It was one of the main factors which drove the miners to go on strike. Thus the industrial environment of the Saskatchewan coal industry fostered 'poor' labour relations and precipitated the ten coal strikes.

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<sup>61</sup>Turgeon Coal Commission, Report, pp. 15-16; and E. S. Moore, "The Mining Industry and the Depression," The Canadian Economy and Its Problems, eds. H. A. Innis and A. Plumptre (Toronto: C.I.I.A., 1934), p. 34.

<sup>62</sup>Turgeon Coal Commission, Proceedings, Vol. 2, pp. 33-34.

<sup>63</sup>F. G. Neate, op.cit., p. 421.

## CHAPTER II

### THE MINEWORKERS' WORKING AND LIVING CONDITIONS,

1930 - 1939

The working and living conditions of the Saskatchewan coal mine-workers also promoted 'poor' labour relations, and were a cause for the ten strikes. This chapter will involve an examination of the working and living conditions of the mineworkers.

The working conditions varied considerably from mine to mine, and even within the same mine. Indeed, the same mine could have both 'good' and 'bad' working conditions. "Every mine," according to D. Thomas, a miner at Baniulis Brothers Mine, "is practically different, and even in the same mine you can have one room in a bad place and you can have another in a good place and they will change vice versa."<sup>1</sup>

Consequently operators like J. Brodie of Bienfait Mines reported that the working conditions were generally good, and in some cases almost excellent.<sup>2</sup> S. W. Holley, manager of Western Dominion Collieries, submitted an inspection report done by E. A. Lee, a mine inspector who had also been a part owner of a small mine during the 1920s, to prove how good the working conditions were at his mine: "Condition of shaft good, condition of slope good, condition of draft good, condition of roof good, ventilation good, repairs ordered none."<sup>3</sup>

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<sup>1</sup>Turgeon Coal Commission, Proceedings, Vol. 15, p. 135.

<sup>2</sup>Wylie Commission, Proceedings, Vol. 2, p. 4.

<sup>3</sup>Ibid., Vol. 8, p. 231.



Lee reported similar conditions in other mines, basing his reports on inspections carried out on the average every six weeks between May 1930 and August 1931. Lee's inspection of Crescent Collieries on August 18, 1931, was typical: "Condition of Shaft good, Condition of slope good, Condition of roof good, Condition of sides good, Ventilation good, Repairs ordered none."<sup>4</sup> S. W. Holley, a mine inspector, carried out inspections of these large mines between August and November 1934, and still found them to be good, as Table 2.1 shows. This does not mean that the large mines always had good conditions, but the few available reports give this impression.

Even a number of the mineworkers reported that they were satisfied with their working conditions. D. Thomas claimed that there were a number of mines in the Bienfait area that were "very comfortable for working conditions. . . ."<sup>5</sup> F. Olson, a digger, claimed that the conditions at Eastern Collieries were 'satisfactory.'<sup>6</sup> B. Nichol declared that he was satisfied with the working conditions at Western Dominion, and knew "of no miner . . . who [was] not satisfied."<sup>7</sup> V. Clark and A. Evans were also satisfied with their working conditions at Man. and Sask. Coal.<sup>8</sup> The drivers at the H. Poage Mine even signed a statement claiming they were "satisfied with [their] working conditions."<sup>9</sup> A Commissioner

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<sup>4</sup>Wylie Commission, Exhibits No. 3-18.

<sup>5</sup>Turgeon Coal Commission, Proceedings, Vol. 15, p. 119.

<sup>6</sup>Ibid., Vol. 19, p. 119.

<sup>7</sup>AS, W. F. Kerr Papers, Coal Miners' Wages 1937, G. A. Calvert, field officer to G. L. Geddie, Coal Administrator, January 13, 1937.

<sup>8</sup>Ibid., December 24, 1936.

<sup>9</sup>Ibid., January 27, 1937.

Table 2.1 S. W. Holley Mine Inspection Reports Of The Group  
And Truax Traer, August - November, 1934.

	File 3091 Truax Traer Aug. 4, 1934	File 3006 Western Dominion Oct. 11, 1934	File 3035 Eastern Collieries Oct. 25, 1934	File 3030 Crescent Collieries Oct. 30, 1934	File 3005 Bienfait Mines Oct. 31, 1934	File 3008 Man. & Sask. Coal. Co. Nov. 2, 1934
Number of ) below ground men ) employed ) above ground	- 52	107 25	53 12	45 14	88 20	86 24
Condition of shafts or slopes	S t r i p  M i n e	Good	Good	Good	Good	Good
Condition of Roof		Good	Good	Good	Good	Good
Condition of Sides		Good	Good	Good	Good	Good
Ventilation		Good	Good	Fairly Good	Good	Good
Repairs Ordered		Post a copy of daily inspection at bottom of slope or entrance to main travelling road, timber all weak places in roof espe- cially where roof is weak opposite room necks.	None	Post a plan of your two travelling roads in and out of mine. At slope bottom, make inspec- tion reports as instructed.	None	None
Working Conditions	Good	Good	Good	Only fair on account of water	Good	Good

Source: DNR, Coal Administration Branch, Turgeon Coal Commission, Exhibits Mine Inspection Reports.

asked F. Kirkbride, representative of the miners at National Mines, "Is there any complaint in regard to the working conditions of the mine?

A. No Sir."<sup>10</sup>

Most mineworkers, however, complained about certain working conditions. The Worker reported that it "heard talk about sweatshops in Eastern Canada, but somebody should come [to] Bienfait and see what a sweat system really is."<sup>11</sup> Since mining was a seasonal occupation, most of the miners were required to work long hours in order to earn as much money as possible to keep them and their families during the off season.<sup>12</sup> A number of miners complained about the long hours they put in each day, because the work was so physically demanding and exhausting that it prevented them from enjoying leisure time.<sup>13</sup> G. Murray, representative of the machinists at Western Dominion, reported that two engineers were employed for twenty-four hours a day—the day engineer working eleven hours and the night engineer working thirteen hours—seven days a week. The engineers complained that the eighty-four hours of work a week were far too many "for any man to stand up to. . . ."<sup>14</sup> The miners at Baniulis Brothers complained of working fourteen or fifteen hours a day, with only two hours for meals and rest.<sup>15</sup> The miners at H. Poage Mine worked a mere twelve hours a day, with two hours for meals and rest, and thought it was too much.<sup>16</sup> The diggers at Man. and Sask. Coal reported

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<sup>10</sup>Wylie Commission, Proceedings, Vol. 8, p. 414.

<sup>11</sup>The Worker (Toronto), December 1, 1934, p. 3.

<sup>12</sup>Turgeon Coal Commission, Proceedings, Vol. 14, p. 33.

<sup>13</sup>DNR, Coal Administration Branch, Policy Changes in Mines Act File, E. Swain, Report of Estevan Coal District, October 11, 1933, p. 8.

<sup>14</sup>Turgeon Coal Commission, Proceedings, Vol. 20, p. 8.

<sup>15</sup>Ibid., Vol. 15, p. 124.

<sup>16</sup>Ibid., Vol. 16, p. 137.

that their working day was only ten hours, with one hour for lunch.<sup>17</sup>

But when an order had to be filled immediately, they would be forced to work about fifteen hours without stopping for any meals.<sup>18</sup>

In order to rectify this problem, the miners demanded an eight-hour day, as provided for in The Coal Miners' Safety and Welfare Act, 1932. According to Section 33-(1), a miner was not to be employed "for more than eight hours in any twenty-four hours."<sup>19</sup> There was nothing, however, to prohibit extra hours of work if the miner and the operator mutually consented.

The mutual consent provision created further discontent among the miners, because the operators took advantage of it. G. Wilkinson, an entryman at Western Dominion, complained that miners who had agreed to work an extra hour "have been [on] occasions . . . employed ten hours in a shift."<sup>20</sup> The managers, however, claimed that most miners wanted to work these long hours. In fact, the miners circulated petitions consenting to longer hours of work.<sup>21</sup> Nevertheless, the demand for an eight hour day continued throughout the 1930s.

A number of diggers were dissatisfied about being kept in the mine between 7:00 A.M. and 9:00 A.M., when there were no mine cars for them

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<sup>17</sup>Wylie Commission, Proceedings, Vol. 6, p. 107.

<sup>18</sup>Ibid., p. 199.

<sup>19</sup>Revised Statutes of Saskatchewan 1940, Vol. III (Regina: King's Printer, 1940), p. 3931.

<sup>20</sup>Turgeon Coal Commission, Proceedings, Vol. 19, p. 124.

<sup>21</sup>Report of Board in the matter of the Industrial Disputes Investigation Act and of a Dispute between Western Dominion Coal Mines Ltd., Manitoba and Saskatchewan Coal Company Ltd., Bienfait Mines Ltd., Lignite Mines Ltd., Eastern Collieries of Bienfait Ltd., Baniulis Brothers Ltd., and Wilson Coal Company, (Employers), and their Employees, the majority of whom are represented by the United Mine Workers of America (hereinafter referred to as Majority Report June 30, 1939 or Minority Report July 10, 1939) Canada, Department of Labour, The Labour Gazette, Vol. 39, August 1939, p. 785.

to fill, because the power shovel received first priority. What added to the dissatisfaction was that managers like A. Wilson of Man. and Sask. Coal maintained that an average digger should load about sixteen tons a day, or he would be considered lazy, and might be subsequently discharged.<sup>22</sup> The diggers, however, were only able to load eight to ten tons of coal per day because of the car shortage.<sup>23</sup> The diggers told Wilson about this problem, but he refused to do anything about it.<sup>24</sup>

At the other mines, the miners complained about doing extra work, because the cutting machines left ledges of coal. This was more a problem among the men themselves than with management. The diggers explained that if the trackmen placed the tracks, which the cutting machines rode on, too close to the coal face, the machine was unable to cut the bottom two feet of coal in the seam. This meant that the digger would have to either pick the remaining two feet or shoot it at noon or 5:00 P.M. But if a miner could not shoot it, according to F. Olson, it took "double time . . . for the amount of coal you get"<sup>25</sup> and the little money that was earned.

Working long hours in a mine was made worse if a miner worked in water. Water only a few inches deep in the working places would cause a miner to be wet up to his knees. The result was that unless there was a washhouse for a miner to change his boots and clothes, these would freeze on him going home on a cold day.<sup>26</sup> Working in wet places was not only awkward, uncomfortable, and hazardous, but also necessitated extra expenses for the miners. Rubber boots cost \$5.00 a pair and slickers

<sup>22</sup>Wylie Commission, Proceedings, Vol. 7, p. 23.

<sup>23</sup>Ibid., Vol. 3, p. 122.

<sup>24</sup>Ibid., Vol. 6, p. 60.

<sup>25</sup>Turgeon Coal Commission, Proceedings, Vol. 19, p. 113.

<sup>26</sup>Majority Report June 30, 1939, Labour Gazette, August 1939, p. 785.

cost \$4.00, but both wore out within a few months.<sup>27</sup> Miners also purchased considerable amounts of blasting powder, but the damp conditions often rendered it ineffectual. The water problem got so bad in two sections of the Crescent Collieries, that Miss J. Hamilton, the general manager, finally decided to close them down.<sup>28</sup>

One of the most serious problems affecting the working conditions, and which management was entirely responsible for, was the poor ventilation found in most mines. The purpose of a good ventilation system was, according to J. Tearce, representative of the Crescent Collieries' diggers, "to clear the air through the mine, and by so doing, it makes better working conditions. You are able to work better in fresh air than in smoke."<sup>29</sup> When the air was not fresh and free from smoke it made the miner "sick and generally useless."<sup>30</sup> A number of doctors had examined the miners at Crescent Collieries, and found that the poor ventilation had damaged their lungs.<sup>31</sup>

The ventilation problem was most acute depending upon a miner's location in the mine. The miners working near the ventilating fan received fresh air, but by the time the air circulated to the other areas of the mine, it had become very polluted from the powder smoke and the black damp.<sup>32</sup> In every reported case of poor ventilation, the practice had

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<sup>27</sup>Wylie Commission, Proceedings, Vol. 5, p. 169; Vol. 10, p. 84.

<sup>28</sup>Turgeon Coal Commission, Proceedings, Vol. 15, p. 599.

<sup>29</sup>Ibid., Vol. 19, p. 28.

<sup>30</sup>Ibid.

<sup>31</sup>Ibid.

<sup>32</sup>Black damp was a term used to describe the foul air (i.e., an excess of carbon dioxide and a shortage of oxygen) caused by decomposition, men and horses exhaling, and water evaporating from the coal. Ten to fifteen percent of this gas would give a man a headache. Over fifteen percent would suffocate him. See Wylie Commission, Proceedings, Vol. 5, p. 7; Vol. 8, pp. 336-37.

been to shoot the coal at about 11:45 A.M., just before the miners went for dinner, and between 5:00 and 5:30 P.M., just before they went for supper.<sup>33</sup> Instead of keeping the fan running to clear the smoke, the engineer turned off the fan for the dinner hour. When the miners returned to resume work, they found the rooms full of smoke. This condition stayed for two or three hours after the shooting.<sup>34</sup> Because of this smoky condition, a number of miners complained that they could not see to work, and also suffered from headache, shortness of breath, and even suffocation.<sup>35</sup>

The poor ventilation existed because of the limitation of the provision in The Coal Miners' Safety and Welfare Act, 1932. According to Section 40, a mine only had to be kept sufficiently ventilated, with not less than two hundred cubic feet of pure air per minute, when the miners were working.<sup>36</sup> The fans that provided this ventilation only had to be "kept in continuous operation while [the] men [were] employed . . . in the mine. . . ."<sup>37</sup> The miners suggested that the old workings should be sealed off, and that more fans should be provided and kept running twenty-four hours a day in order to bring in more fresh air.<sup>38</sup>

The condition of the haulage-ways also created dissatisfaction. A miner at Bienfait Mines or Crescent Collieries could be electrocuted if he touched the uninsulated wires, strung along the haulage-ways, which carried 250 volts.<sup>39</sup> The uninsulated wires were used because the con-

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<sup>33</sup>Majority Report June 30, 1939, Labour Gazette, Vol. 39, August 1939, p. 785.

<sup>34</sup>Ibid.

<sup>35</sup>Ibid.

<sup>36</sup>Revised Statutes of Saskatchewan 1940, Vol. III, p. 3935.

<sup>37</sup>Ibid.

<sup>38</sup>Wylie Commission, Proceedings, Vol. 1, p. 106; Vol. 3, pp. 54-57.

<sup>39</sup>Ibid., Vol. 1, p. 55.

tact wires on the electric trolleys and the coal cutters were connected to them. The bare wires should have been insulated, but The Mines Act, 1930 did not require them to be so.<sup>40</sup> But with the passing of The Coal Miners' Safety and Welfare Act, 1932, trolley wires had to be elevated six feet six inches above the tracks or be insulated.<sup>41</sup> Even with this provision, the wiring was still a hazard. J. Tearce reported "that the dampness in the ground seems to draw the electricity through the protection that is around the wires and therefore give you shocks."<sup>42</sup>

Another problem in most mines was the lack of safety holes to provide refuge from blasts, cave-ins, or mine cars passing along the haulage-ways. The lack of safety holes was a result of the miners filling the mined out room entrances either with refuse or with timbers, rails, and tools. In fact, the miners violated the provision in The Coal Miners' Safety and Welfare Act which stated: "Such manholes or places of refuge shall be kept constantly clean and no person shall place anything therein so as to prevent access thereto."<sup>43</sup> It was to the miners' own advantage to keep these places cleared.

A number of miners at Bienfait Mines, Eastern Collieries, and Man. and Sask. Coal considered the manways—the steep flights of steps reaching straight down to the coal surface—dangerous. W. Choma, a miner at Eastern Collieries, explained that if the top steps were slippery from rain or snow, a miner could slip and fall to the bottom without being able to stop himself. This problem could have been solved if the

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<sup>40</sup>Revised Statutes of Saskatchewan 1930, Vol. III (Regina: King's Printer, 1930), pp. 3080-3098.

<sup>41</sup>Revised Statutes of Saskatchewan 1940, Vol. III, p. 3950.

<sup>42</sup>Turgeon Coal Commission, Proceedings, Vol. 19, p. 30.

<sup>43</sup>Revised Statutes of Saskatchewan 1940, Vol. III, pp. 3945-3946.



manways were built on a gradual slope, with level and wider steps.<sup>44</sup> In addition, these mines failed to provide machinery at the outlets, for the purpose of lowering and raising the miners. In fact, this was a violation of the Mines Act provision: "Proper and sufficient appliances, by means of which persons can be raised or lowered, shall be kept constantly available for use at each of said shafts or outlets."<sup>45</sup>

A more serious complaint of the miners was the lack of both first-aid kits and trained first-aid men. Most of the mines had a first-aid kit and a trained first-aid man above ground, but few, if any, had such supplies or personnel below the surface. J. Harris, a digger at Bienfait Mines, argued that there should be first-aid equipment kept at various accessible places, and there should also be one first-aid man for each mine district, "not like it is now with only one first aid man for the entire mine."<sup>46</sup> There was obviously need for such aid. If a miner received a serious cut, lost a finger, fractured a rib, or was electrocuted, he would need immediate first-aid attention. This was especially significant considering the number of accidents in coal mining. The number of reported fatal and non-fatal accidents for both surface and underground mineworkers in Saskatchewan had increased almost six times between 1929 and 1939, as Table 2.2 shows.

The nature of the accidents can be seen in a few examples. J. Davis, a miner at H. Poage Mine, was making his way up an entry when suddenly a slab of clay weighing about two hundred pounds fell from the roof, and struck him a glancing blow on the skull, causing severe bruising and a concussion.<sup>47</sup> T. Samenooke, a miner at

<sup>44</sup>Wylie Commission, Proceedings, Vol. 1, p. 83.

<sup>45</sup>Revised Statutes of Saskatchewan 1930, Vol. III, p. 3804.

<sup>46</sup>Wylie Commission, Proceedings, Vol. 1, p. 83.

<sup>47</sup>Estevan Mercury, November 18, 1937, p. 1.

Table 2.2 Fatal And Non-Fatal Accidents In The Coal Mining Industry Of Saskatchewan, 1929-1939

CAUSE OF ACCIDENT	1929		1930		1931		1932		1933		1934		1935		1936		1937		1938		1939	
	F	NF	F	NF	F	NF	F	NF	F	NF	F	NF	F	NF	F	NF	F	NF	F	NF	F	NF
UNDERGROUND:																						
Falls of roof or face	-	5	-	8	1	20	1	19	3	68	1	62	-	26	1	37	-	47	1	40	-	26
Mine Cars & Locomotives	-	8	-	14	-	34	2	38	1	22	-	33	-	34	-	34	-	40	1	54	-	54
Gas and Dust Explosions	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Explosives	-	-	-	1	-	3	-	2	-	-	-	-	-	-	-	1	-	-	-	3	-	3
Electricity	-	-	-	4	-	-	-	-	-	2	-	-	1	2	-	-	-	1	-	-	1	1
Timbering	-	-	-	1	-	5	-	-	-	-	-	-	-	4	-	4	-	10	-	6	-	6
Mining and Loading	-	-	2	38	-	34	-	59	-	59	-	75	-	40	-	73	-	74	-	63	-	51
Coal Cutting Machines	-	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous	-	22	-	7	-	19	-	67	-	43	-	53	-	24	-	17	-	19	-	25	-	53
Total Underground	-	37	2	73	1	115	3	186	4	194	1	223	1	130	1	166	-	191	2	191	1	194
SURFACE																						
Haulage and Cars	-	-	-	5	-	10	-	5	-	25	-	28	-	6	-	26	-	21	-	19	-	22
Machinery	-	-	-	2	-	6	-	-	-	-	-	6	-	10	-	14	-	9	-	7	-	5
Miscellaneous	-	-	-	21	-	34	1	29	-	34	-	37	-	25	-	36	-	28	-	18	-	34
Total Surface	-	-	-	28	-	50	1	34	-	59	-	71	-	41	-	76	-	58	-	44	-	61
TOTAL	-	37	2	101	1	165	4	220	4	253	1	294	1	171	1	242	-	249	2	235	1	255

Source: Canada, DBS, Coal Statistics for Canada, 1929-1939.

Baniulis Brothers Mine, was picking coal when a lump of coal broke from the roof and fell on his back. The nature of his injury was "bruises and skin abrasions over left shoulder and chest [and] right hip dislocated anteriorly."<sup>48</sup> J. Phillips, a labourer at Man. and Sask. Coal, was turning a loader around when he got his right arm squeezed between the box car loader and the box car. The nature of his injury was a "Painful haematoma two inches above [the] right elbow."<sup>49</sup> He was subsequently disabled from November 20, 1934 to November 23. Some miners were even killed. On September 27, 1932, J. Thompson, a driver at Eastern Collieries, fell off the mechanized mine car he was driving and was run over and killed.<sup>50</sup>

From these few examples one can see that coal mining involved great personal risk for the miners. In fact, the rate of accidental death among coal miners was higher than in any other occupation of similar size and nature during the 1930s.<sup>51</sup> The personal risk that this involved for the miners may be expressed in terms of the time they were exposed to the dangers of the mines, by showing the ratio of fatalities per million man-hours worked. Table 2.3 compares the Saskatchewan miners' average number of fatalities per million man-hours worked, for the ten-year period ending in 1931 and each year until 1939, with that of the other provinces. Between 1931 and 1939, Saskatchewan's and British Columbia's rates respectively increased by seventeen and two percent, while Nova Scotia's, New Brunswick's, and Alberta's respectively decreased by eight, five, and

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<sup>48</sup>DNR, Coal Administration Branch, Accident Memos File, September 17, 1934.

<sup>49</sup>Ibid., November 20, 1934.

<sup>50</sup>DNR, Coal Administration Branch, Mine Accidents File: Accidents in Saskatchewan Coal Mines, 1932.

<sup>51</sup>Report of the Royal Commission on Coal, 1946, p. 296.

Table 2.3 Average Number Of Fatalities Per Million Man-Hours  
Worked In Coal Mining, 1931-1939

TEN YEARS ENDING	Nova Scotia	New Brunswick	Saskatchewan	Alberta	British Columbia
1931	1.34	1.11	1.14	1.50	2.34
1932	1.36	1.54	1.52	1.40	2.23
1933	1.33	1.53	1.73	1.38	1.90
1934	1.29	1.50	1.73	1.34	1.92
1935	1.26	1.42	1.76	1.39	2.07
1936	1.23	1.39	1.39	1.21	2.20
1937	1.22	1.38	1.30	1.18	2.29
1938	1.27	1.33	1.30	1.20	2.48
1939	1.28	1.05	1.34	1.13	2.36

Source: Report of the Royal Commission on Coal, 1946, p. 296

twenty-five percent. Thus injuries and deaths in the Saskatchewan coal mines were a more serious problem than in any other province except British Columbia.

One of the main contentions of most Saskatchewan coal miners throughout the 1930s was that the wages they received for their productivity under hazardous working conditions were inadequate.<sup>52</sup>

Table 2.4 clearly shows that the Saskatchewan miners had the highest productivity in comparison to the other Western Canadian coal miners. Between 1930 and 1939, the Saskatchewan miners produced on the average 5.40 tons per day, while the British Columbia bituminous and Alberta bituminous, sub-bituminous, and lignite miners respectively produced on the average 2.22, 3.41, 3.65, and 3.32 tons per day.

Even with this high productivity, a number of Saskatchewan mine-workers seemed to be satisfied with their wages, because they realized that "Conditions in the Estevan-Bienfait field were very diverse. The wages that appl[ied] to one company could not apply to another. . . ."<sup>53</sup> For

<sup>52</sup>Turgeon Coal Commission, Proceedings, Vol. 20, p. 36.

<sup>53</sup>AS, Saskatchewan Department of Labour Deputy Minister's Office, Estevan-Bienfait Coal Mines File, Report of Joint Conference Government of Saskatchewan and Representatives of Coal Operators, UMW, CFL, September 27-28, 1939, p. 42.

Table 2.4 Average Output Of Coal Per Man-Day In Saskatchewan,  
Alberta, And British Columbia, 1930-1939

YEAR	Saskatchewan Lignite	AVERAGE OUTPUT PER MAN-DAY TONS			British Columbia Bituminous
		Bituminous	Sub-Bituminous	Lignite	
1930	5.350	3.313	3.746	3.106	2.060
1931	6.270	3.305	3.964	3.223	2.213
1932	5.404	3.276	3.849	3.203	2.154
1933	4.830	3.276	3.703	3.244	2.242
1934	5.119	3.283	3.814	3.283	2.400
1935	5.495	3.348	3.640	3.485	2.186
1936	5.231	3.529	3.464	3.265	2.171
1937	5.226	3.479	3.409	3.426	2.156
1938	5.242	3.556	3.409	3.426	2.156
1939	5.853	3.745	3.608	3.436	2.430

Source: Canada, DBS, Coal Statistics For Canada, 1930-1939.

example, the drivers at both Man. and Sask. Coal and Western Dominion received 33 1/3 cents per hour,<sup>54</sup> while the drivers at the Siddal Mine, a small mine, only received 25 cents per hour.<sup>55</sup> Some miners even signed statements claiming they were satisfied with their wages.<sup>56</sup> This satisfaction, however, seemed to be more of a fear of the high unemployment and lack of alternative sources of employment caused by the depression. "Wage-earners," according to H. B. Neatby, "were aware that in the ranks of the unemployed there were men who could probably replace them and would be delighted to do so at half the salary."<sup>57</sup>

Most miners, nevertheless, remained dissatisfied with their low wages. In fact, there was an overall reduction in the wages paid to the coal miners between 1929 and 1939, as Table 2.5 shows. In 1929 the average daily wage of the Saskatchewan coal miner was \$4.21, by 1939 it had

<sup>54</sup>W. F. Kerr Papers, Coal Miners' Wages 1937, G. A. Calvert to G. L. Geddie, January 13, 1937.

<sup>55</sup>*Ibid.*, February 3, 1937.

<sup>56</sup>*Ibid.*, January 13, 1937; and February 3, 1937.

<sup>57</sup>H. B. Neatby, The Politics of Chaos: Canada in the Thirties (Toronto: Macmillan of Canada, 1972), p. 22.

Table 2.5 Average Employment And Average Earnings In The Saskatchewan Coal Mines, 1929-1939

	1929	1930	1931	1932	1933	1934	1935	1936	1937	1938	1939
Average number of wage earners	561	529	538	748	891	882	813	847	874	841	667
Average number of days worked	225	205	196	219	216	201	206	230	229	232	246
Total wages (\$)	530,391	449,669	404,432	524,212	578,215	546,177	519,202	600,197	602,865	610,475	533,625
Average daily wage (\$)	4.21	4.15	3.83	3.20	3.00	3.08	3.10	3.08	3.01	3.13	3.25
Average annual wage (\$)	947.25	850.75	750.68	700.80	648.00	619.24	638.62	708.62	689.77	725.89	800.00

Source: Canada, DBS, Coal Statistics For Canada, 1929-1939.

fallen to \$3.25, a decrease of twenty-three percent. A decline in the income of wage earners during the depression, according to A. S. Whiteley, was a result of a reduction in the working period and a reduction in the rate of wages or salaries.<sup>58</sup> Between 1929 and 1935, the Saskatchewan miners experienced an average decline of nineteen working days per year; but from 1936 to 1939 they experienced an average increase of about ten days. Thus the reduction in the working period would only help to explain the income reductions prior to 1936. Consequently, the reduction in the miners' income was mainly a result of the reduction in their wage rates.

At the Man. and Sask. Coal Company, for example, wage rates were reduced on November 1, 1930 and on April 1, 1931, amounting to 5 cents per hour in the case of day men and \$10.00 per month for monthly men.<sup>59</sup> In March 1931 the monthly men at Western Dominion had their wages reduced by \$10.00 per month, the day men were reduced 5 cents per hour, machine men were reduced 4 cents per hour, machine men helpers were reduced 3 cents per hour, room miners were reduced from 55 cents to 40 cents per ton, and entrymen were reduced from 80 cents to 55 cents per ton.<sup>60</sup> The diggers at Eastern Collieries were earning 46 cents per ton before it was reduced to 25 cents per ton on May 1, 1931.<sup>61</sup> The company men at Crescent Collieries were earning 33 1/3 cents per hour before it was cut to 28 cents per hour on May 1, 1933.<sup>62</sup> G. A. Greig, professor at the University of Saskatchewan and Chairman of the Board of Conciliation in

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<sup>58</sup>A. S. Whiteley, "Workers During the Depression," The Canadian Economy and Its Problems, eds. H. Innis and A. Plumptre (Toronto: C.I.I.A., 1934), pp. 112, 114.

<sup>59</sup>Wylie Commission, Report, pp. 38-39.

<sup>60</sup>Wylie Commission, Proceedings, Vol. 6, p. 23.

<sup>61</sup>Ibid., Vol. 5, p. 163.

<sup>62</sup>Turgeon Coal Commission, Proceedings, Vol. 19, p. 61.

the Estevan coal strikes of 1938, reported that machine runners had earned 7 cents per ton in 1929, but by 1939 they were only earning 2 3/4 cents per ton. Loaders who received 45 cents per ton in rooms and 60 cents per ton in entries in 1929 were only receiving 29 cents in both places in 1939. General labourers earned 40 to 45 cents per hour in 1929, but only 30 to 33 1/3 cents per hour in 1939.<sup>63</sup>

There were a number of other factors which also contributed to the wage cuts. The miners accused the operators of placing limits on the weight of mine cars, over-estimating the dockage for slack, and using inaccurate scales. These were serious complaints because most miners were paid according to tonnage, and if they were cheated on it then their wages would obviously be lowered. The miners had a justifiable complaint when T. L. McWilliams, the scale weigher at Bienfait Mines, reported that some cars weighed as much as 5,300 pounds, but they were only given a maximum weight of 4,500 pounds.<sup>64</sup> The miners, however, did not even get paid for this 4,500 pounds because 850 pounds were deducted for slack. The miners complained that it was too much dockage since most of the slack was being sold or used in the company boilers.<sup>65</sup> They wanted to be paid for all the coal they mined.

The miners also complained about lost time, or not being paid fully for doing 'extra work' —water removal, clearing clay falls, timbering, and assisting in laying track. In the case of water removal, J. Robinson, a digger at Bienfait Mines, was paid only for 20 of 100 hours worked at

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<sup>63</sup>Majority Report June 30, 1939, Labour Gazette, Vol. 39, August 1939, p. 783.

<sup>64</sup>DNR, Coal Administration Branch, Turgeon Coal Commission, Exhibits, E. Swain, Report on Conditions in Estevan Coal District, October 14, 1933, p. 4.

<sup>65</sup>Ibid.



pumping water during March 1931. J. Billis, a miner at Eastern Collieries, also in one month worked 100 hours at pumping water, but was paid only for 24 hours.<sup>66</sup> J. Prezonka, H. Chitatzky, D. Uhyran, and W. Pyreh, all miners at Crescent Collieries where the greatest water problem existed, complained that they had bailed or pumped water for similar lengthy periods of time with little or no pay.<sup>67</sup>

A miner was expected to remove a clay fall without pay unless the pit boss believed it was not the miner's fault. But in most cases the pit boss considered it the miner's fault, for he was expected to timber as he mined. The complaint about timbering was the time spent—about ten minutes—going to the supply room to get a timber, bringing it back to the coal face and then sizing and cutting it to the height of the room.<sup>68</sup> A similar complaint was voiced about assisting the trackman. It often took 15 to 20 minutes for a digger to help a trackman carry rails from a supply room to a coal face.<sup>69</sup> If a digger did not assist the trackman, he would leave without installing the track and go to another room. Consequently, a digger was forced to assist the trackman if he wanted to mine his coal.

The cost of medical service was another complaint. In 1918 a program was instituted whereby each miner, depending upon the mine, had \$1.25 or \$1.75 deducted from his monthly pay to cover medical attendance, reduced rates for maternity cases, x-rays, specialists' services, and all prescribed drugs for himself and his family.<sup>70</sup> Some of the miners, however, complained that the fee was too much for what little service they

<sup>66</sup>Wylie Commission, Proceedings, Vol. 5, p. 85.

<sup>67</sup>Ibid., pp. 102-115.

<sup>68</sup>Ibid., p. 112; and Vol. 6, p. 116.

<sup>69</sup>Ibid., p. 29.

<sup>70</sup>Ibid., Vol. 10, pp. 195-98.

received. G. Beattie, a blacksmith at Bienfait Mines, reported that the fee "only cover[ed] medical attention. If I have to go to the hospital I have got to pay so much money down before I go into the hospital."<sup>71</sup>

The frequency of paydays was the final major complaint associated with wages. The miners were paid on a monthly basis because the coal was sold and the revenue earned on that basis, and also to cut down on book-keeping services.<sup>72</sup> The miners, however, wanted to be paid twice a month in order to take advantage of reduced prices at various stores.<sup>73</sup>

All these wage factors made the Saskatchewan mineworkers' standard of living worse, even when compared to the reduced cost of living. Between 1929 and 1939, the total Cost of Living Index dropped 20.2 points, from 121.7 to 101.5, as Table 2.6 shows.<sup>74</sup> This meant that if a worker had an income that dropped less than 20.2 percentage points or about 17 percent between 1929 and 1939, then his standard of living would have remained relatively the same. But since the Saskatchewan mineworkers' income had dropped by 23 percent during this period, their standard of living worsened. It worsened in those "matters of housing, clothing, and all those incidentals which add colour and life to that which may be otherwise a bare existence."<sup>75</sup> Indeed, most of the miners believed that they were at a bare existence because they were not, according to J. Tearce, "making a

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<sup>71</sup>Ibid., Vol. 3, p. 44.

<sup>72</sup>Ibid., Vol. 4, p. 7.

<sup>73</sup>Ibid., Vol. 8, p. 136; and Wylie Commission, Exhibits No. M-12.

<sup>74</sup>The relevance of this index was that G. E. Britnell used it in his Royal Commission To Determine The Amounts, If Any, To Be Paid By Way Of A Cost Of Living Bonus To The Employees Of The Coal Mine Operators Of The Estevan-Bienfait District, Saskatchewan, 1941 (hereinafter referred to as Britnell Commission), University of Saskatchewan Archives (USA), G. E. Britnell Papers IV, Royal Commission on Cost-of-Living in Coal Mining Industry District of Estevan-Bienfait File.

<sup>75</sup>A. S. Whiteley, op.cit., p. 126.

Table 2.6 Index Numbers Of Living Costs In Canada, 1929-1939\*

(1935 - 1939 = 100)							Home Fur-
YEAR	Total Index	Food Index	Rent Index	Fuel and Lighting Index	Clothing Index	Miscellaneous Index	nishings and
1929	121.7	134.7	119.7	112.6	134.8		
1930	120.8	131.5	122.7	111.8	130.6		
1931	109.1	103.1	119.4	110.0	114.3		
1932	99.0	85.7	109.7	106.8	100.6		
1933	94.4	84.9	98.7	102.5	93.3		
1934	85.7	92.5	92.8	102.5	96.9		
						Misc. Index	Home Fur-nishings Index
1935	96.2	94.6	94.0	100.9	97.6	98.7	95.4
1936	98.1	97.8	96.1	101.5	99.3	99.1	97.2
1937	101.2	103.2	99.7	98.9	101.4	100.1	101.5
1938	102.2	103.8	103.1	97.7	100.9	101.2	102.4
1939	101.5	100.6	103.8	101.2	100.7	101.4	101.4

\*This index reflects the changes in the cost of fixed budget covering retail prices of commodities, services, and housing based upon the expenditure experience of 1,439 urban wage-earner families in the year ending September 30, 1938. The record completed by these families was designed to provide budget data necessary for the accurate compilation of a cost of living index. The living expenditure records were only collected from families satisfying the following conditions: (1) All families to have husband and wife living in the home as joint heads with from one to five children. (2) All families to have been completely self-supporting during the survey year, with family earnings ranging from \$450 to \$2500 during that period. (3) All families to be living in self-contained dwelling units, not sharing either kitchen or bathroom facilities with other families.

Source: Canada, DBS, Prices and Price Indexes, 1913-1939 (Ottawa: King's Printer, 1941), pp. 54-55.

living wage . . . simply existing on the wages that [they were] receiving."<sup>76</sup>

For example, one miner reported his statement of wages and deductions for July 1931:

Coal mined, 36.5 tons at 45¢	. . . . .	\$ 17.56
Slack mined, 1 ton at 20¢	. . . . .	.20
Total earnings	. . . . .	\$ 17.76

<sup>76</sup>Turgeon Coal Commission, Proceedings, Vol. 19, p. 20.

Total earnings (forward)	. . . . .	\$ 17.76	
Deductions: Mine Stores	. . . . .	\$ 4.65	
House Rental	. . . . .	1.00	
Tool Rental	. . . . .	.50	
Doctor's Fee	. . . . .	1.50	
Lights	. . . . .	.25	
		<u>7.90</u>	
BALANCE		\$ 9.86	77
		<u><u>          </u></u>	

Out of this balance would come the food, clothing, and miscellaneous expenditures. Thus this miner made just enough to exist. J. Tearce was in no better position, even though he earned on the average \$64.00 per month after the payment of mine supplies. His expenses for his family of seven

usually run--for grocer[ies] . . . about \$39.00 to \$40.00 per month. Of course there is house rent, coal, light and doctor; that brings me up to \$56.00 per month on an average . . . [The remaining average of \$8.00 a month is used] To clothe my children and myself . . . and to pay insurance [sic].<sup>78</sup>

Most miners suffered similar living conditions, because they lived in company camps. A businessman who was sympathetic to the miners' plight declared, after visiting some of the camps, that

It's a darn shame . . . to see people living the way they have to, in absolute poverty. Their meals are often a little piece of meat and potatoes and black tea. I know. I've eaten with them in their homes.<sup>79</sup>

The miners' meagre meals were a result of the low wages, and the high food prices charged at company stores. A number of miners at Western Dominion, Crescent Collieries, and Man. and Sask. Coal complained that the prices charged for groceries and supplies at the company stores were too high in comparison with those charged in the Bienfait and Estevan stores. For example, W. Bonchal, a Man. and Sask. Coal digger,

<sup>77</sup>Saskatoon Star Phoenix, September 15, 1931.

<sup>78</sup>Turgeon Coal Commission, Proceedings, Vol. 19, p. 21.

<sup>79</sup>Regina Leader-Post, October 14, 1938, p. 2.

reported that a sack of shorts (a bran or coarse meal) cost \$1.35 in the company store, but only eighty cents in the Bienfait store. Beef cost fifteen cents per pound in Bienfait, but twenty cents in the company stores.<sup>80</sup> F. Booth testified that a hundred pound sack of flour cost \$3.00 in the company store, but only \$2.25 in Bienfait.<sup>81</sup> The miners could not take advantage of these lower prices, because management had told them that they had to buy all their supplies from the company store, or they would be fired.<sup>82</sup>

Management denied forcing the miners to buy from the company stores. Miss J. Hamilton, general manager of Crescent Collieries, declared that the miners were free to shop at the store of their own choosing.<sup>83</sup> "Never have I," testified A. Wilson, manager of Man. and Sask. Coal, "at any time told anyone they had to buy all their stuff at the store or be fired."<sup>84</sup> S. Holley, manager at Western Dominion, not only denied forcing his employees to purchase from the company store, but also advised his store-keeper to keep prices as low as possible.<sup>85</sup> J. Peterson of the Shand Coal Brick Company claimed that his employees

. . . can buy anywhere they like. We try to keep our prices just as low as possible. We know that the men can't stand any high prices on account of the low wages they are receiving and that we have to try to help them out. . . .<sup>86</sup>

How sincere Peterson was in helping out his employees becomes very questionable considering that his store earned profits of \$1,155.71 in 1931;

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<sup>80</sup>Wylie Commission, Proceedings, Vol. 6, pp. 165-66.

<sup>81</sup>Ibid., pp. 113, 116.

<sup>82</sup>Wylie Commission, Report, p. 49; and The Worker (Toronto), December 1, 1934, p. 3.

<sup>83</sup>Turgeon Coal Commission, Proceedings, Vol. 15, p. 602.

<sup>84</sup>Wylie Commission, Proceedings, Vol. 6, p. 370.

<sup>85</sup>Ibid., Vol. 8, p. 190.

<sup>86</sup>Turgeon Coal Commission, Proceedings, Vol. 15, p. 622.

\$1,187.51 in 1932; and \$810.32 in 1933.<sup>87</sup> These profits indicate that the prices were not kept as low as possible.

The miners' houses were also a reflection of poverty. The problems with the houses were the poor state of repair, the lack of room, and the relatively high rents. C. Smart, a fireman at Western Dominion, claimed that his house was "in pretty bad shape," even though he had spent "dozens and dozens of hours trying to fix the house better and keep some of the wind out."<sup>88</sup> G. Brown reported that the doors of his house did not fit, and there was a space between the floor and the wall which allowed a draft to come in. Every time he started a fire in his stove, the house would fill with smoke because the stove pipe was three inches from the roof.<sup>89</sup> The eleven members of the Baryluk family paid nine dollars a month for a house, at the Bienfait Mines camp, which Annie Baryluk described as:

one bedroom, two beds in there, dining room, no beds in there. . . . When it is raining the rain comes in the kitchen. There is only one ply of . . . cardboard paper nailed to about two inch wood board [which makes up the ceiling]. It is all coming down and cracked. . . . When the weather is frosty, when you wake up in the morning you cannot walk on the floor because it is all full of snow, right around the room.<sup>90</sup>

Mrs. Harris complained that the four members of her family were crowded into a house which she described as "A slope made into a bedroom. I have two beds in it. In the other room we live, eat, cook, [and] wash. . . ."<sup>91</sup> They paid seven dollars a month for rent, which she believed was five dollars too much.<sup>92</sup>

The miners and their families, unfortunately, were forced to live in

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<sup>87</sup> Ibid., p. 623.

<sup>88</sup> Wylie Commission, Proceedings, Vol. 8, p. 178.

<sup>89</sup> Ibid., p. 106.

<sup>90</sup> Ibid., Vol. 3, p. 78.

<sup>91</sup> Ibid., p. 82.

<sup>92</sup> Ibid., p. 84.

these deplorable houses instead of the better houses in Estevan and Bien-fait, because they would not be guaranteed work if they did not.<sup>93</sup> Since most of the miners had no choice but to live in the camps, they demanded that the houses be repaired and the rents reduced.

A. Wilson argued that the rents were reasonable considering that the charges for water, light, and sanitation were a minimum of two dollars per month.<sup>94</sup> Some managers agreed that the houses needed repairs, "but the thing is," claimed S. Holley, "we can't afford to do it."<sup>95</sup> Nevertheless, some money was provided for repairs, because a public health inspector reported that the miners' housing and sanitary conditions had improved in 1932.<sup>96</sup> Miss J. Hamilton declared that the sixteen houses in her camp were "in very good condition [because] there has been considerable repairs put on. . . ."<sup>97</sup> By 1939 both the Western Dominion and the Man. and Sask. Coal had camps comprised of orderly arranged and attractively painted houses.<sup>98</sup>

The bunkhouses at most mines, however, were in extremely poor condition. According to a public health inspector, they were crowded, dirty, the mattresses were infested with bed bugs, and there were no proper washing facilities. In fact, sanitary arrangements were disregarded entirely.<sup>99</sup> E. Swain reported that he had

never seen more squalid unsanitary conditions of greater magni-

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<sup>93</sup> Ibid., p. 74.

<sup>94</sup> Ibid., Vol. 6, p. 380.

<sup>95</sup> Ibid., Vol. 8, p. 274.

<sup>96</sup> Saskatchewan Department of Public Health, Annual Report, 1932 (Regina: King's Printer, 1933), p. 25.

<sup>97</sup> Turgeon Coal Commission, Proceedings, Vol. 15, p. 596.

<sup>98</sup> Minority Report July 10, 1939, Labour Gazette, August 1939, p. 797.

<sup>99</sup> Saskatchewan Department of Public Health, Annual Report, 1932, p. 25.

tude than that prevailing at the small mines. Five or more people living in a small bunk house, 8' x 16', wearing exceptionally dirty clothing, sleeping under dirty blankets, no decent provisions for a bath or a wash, no screens on the windows, the bunk house full of flies.<sup>100</sup>

The bunkhouses at Eastern Collieries were, according to an inspector, in a "terribly dirty condition." The condition was so bad that he recommended that the bunkhouses be closed up until they were thoroughly cleaned out, and made fit to live in.<sup>101</sup> Sanitation inspectors also notified the mine a number of times to provide washhouse facilities as stipulated in The Coal Miners' Safety and Welfare Act, 1932.<sup>102</sup> All mines were to provide washhouses in "good order and properly lighted and heated, and provided with lockers or hangers in or on which workmen may keep their clothing; and it shall be provided with hot and cold water . . . with a sufficient number of showers for the use of workmen regularly using the wash-house."<sup>103</sup>

As a result of the low wages, appalling living conditions, and the seasonal employment, many miners were forced to go on relief. According to the South East Saskatchewan Association of Rural Municipalities, the situation in the coal mines of the Estevan district was that "a large number of the men employed in or about the mines [were] unable to support themselves and their families while working, and practically all of the men employed were unable to support themselves and their families when

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<sup>100</sup>DNR, Coal Administration Branch, Turgeon Coal Commission, Exhibits, E. Swain, Report on Estevan Coal District, October 11, 1933, p. 6.

<sup>101</sup>DNR, Coal Administration Branch, Safety and Welfare of Mineworkers General Correspondence File: R. H. Murray, Director, Division of Sanitation, Memorandum February 19, 1934, p. 2.

<sup>102</sup>Saskatchewan Department of Public Health, Annual Report, 1937 (Regina: King's Printer, 1938), p. 42.

<sup>103</sup>Revised Statutes of Saskatchewan 1940, Vol. III, p. 3943.



laid off or only working part time. . . ."<sup>104</sup> Consequently, the relief officers in the Estevan-Bienfait district spent on the average about sixty percent of the total direct relief expenditure on the coal miners and their families.<sup>105</sup> The following table shows the total direct relief expenditure of the municipalities in the Estevan-Bienfait district:

Table 2.7 Total Direct Relief Expenditure

YEAR	No. 4 R.M. of Coalfields	No. 5 R.M. of Estevan	Town of Estevan	Village of Bienfait
1930	\$ 284.00	\$ 624.41	\$ 4,037.44	\$ 65.00
1931	1,748.70	3,743.21	2,866.94	851.55
1932	1,791.45	1,118.13	2,936.99	1,467.55
1933	2,912.07	1,999.64	5,107.42	2,124.66
1934	1,598.65	483.95	8,999.44	1,294.55
1935	-	1,814.68	13,504.09	1,922.74
1936	-	1,571.41	13,953.66	555.49
1937	-	385.40	8,083.47	215.75
1938	-	709.00	3,546.19	377.57
1939	238.08	446.80	9,799.30	2,158.42

Source: AS, Saskatchewan Department of Municipal Affairs. M.A.A. & I. Br., Financial Statements I. R.M. #4 and #5; II. Villages: Bienfait; III. Towns: Estevan, 1930-1939.

In conclusion, even though the working and living conditions varied from mine to mine and from year to year, they remained, on the whole, poor. Most of the miners worked from nine to fifteen hours per day under extremely deplorable and hazardous conditions for meagre wages. The meagre wages created further discontent among the miners because they not only meant a poor reward for their productivity, but also a drop in their standard of living. A fear of a fall in the standard of living, according to H. B. Davis, "has always been the strength of labour agitation."<sup>106</sup> In other

<sup>104</sup>Turgeon Coal Commission, Proceedings, Vol. 21, p. 29.

<sup>105</sup>Ibid.

<sup>106</sup>H. B. Davis, "The Theory of Union Growth," Trade Unions, ed. W. McCarthy (Harmondsworth: Penguin Books Ltd., 1972), p. 212.

words, the miners' dissatisfaction with their working and living conditions, which were provided by the operators, promoted poor labour relations, and gave them sufficient cause to go on strike.

## CHAPTER III

### THE ESTEVAN STRIKE OF 1931

The appalling working and living conditions, the wage reductions, and the poor economic condition of the industry were major underlying causes in the strike of September 8, 1931; but there were also three factors which hastened it. First, there was an absence of formalized grievance machinery for settling the mineworkers' complaints. The mineworkers, in other words, lacked a recognized union to represent them in negotiations with management. Second was the operators' obstinate refusal to recognize the Mine Workers' Union of Canada (MWUC) as a condition precedent to any negotiations for settling the mineworkers' complaints. Finally, there was the antagonistic attitude of James Sloan, president of the MWUC, to a Board of Conciliation.<sup>1</sup>

The absence of formalized grievance machinery created poor labour relations. A miner was unable to voice a complaint about wages or working conditions without management viewing it as unnecessary 'trouble making'. Moreover, a miner carrying out individual action was virtually powerless in a bargaining situation, because the labour market favoured the buyer. Many times the pit bosses warned the miners that unemployed men were waiting for their jobs.<sup>2</sup> Consequently, the operators, managers, and pit bosses silenced complaints with the arrogant statement: "If you

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<sup>1</sup>Wylie Commission, Report, pp. 123-24.

<sup>2</sup>Wylie Commission, Proceedings, Vol. 1, p. 96.

don't like it, pack your tools and get out."<sup>3</sup> With such conditions most miners "were afraid to speak";<sup>4</sup> and those that did were "kicked out and sometimes blacklisted. . . ."<sup>5</sup>

The pit bosses' use of abusive language also created poor labour relations. For example, when any complaints existed, or if something was wrong in the rooms at Eastern Collieries, H. Kushnerus, a pit boss, would come "in there, swearing all the time. . . ."<sup>6</sup> Kushnerus acknowledged that he used "rough language, but only to obtain results, not to silence complaints."<sup>7</sup> At the Man. and Sask. Coal, however, abusive or rough language was used to silence complaints. M. Mikac reported that when he complained of not being credited with four hours overtime for each day for two months, E. Anderson, a pit boss, shouted: "GOD DAMN YOU, you are lucky you get one hour."<sup>8</sup> Abusive language, of course, was used in many jobs, especially 'blue-collar', but an excessive amount did not always create positive results or promote 'good' labour relations. Furthermore, a worker's attitude towards employers and managers was often determined by how he was treated by their representatives. Many of the hostile attitudes towards employers and managers arose from inept supervisory behaviour.

Trade unionism was needed to rectify this power imbalance. Trade unionism, according to V. L. Allen, "is a substitute for individual action and is an integral part of the relationship between the buyers

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<sup>3</sup>This phrase, with slight variations, was used frequently by the operators, managers, and pit bosses. See *Ibid.*, Vol. 1, pp. 72 and 95; Vol. 5, p. 135; Vol. 10, p. 35; and Vol. 11, p. 168.

<sup>4</sup>*Ibid.*, Vol. 5, p. 135.

<sup>5</sup>*Ibid.*, Vol. 2, p. 103.

<sup>6</sup>*Ibid.*, Vol. 5, p. 149.

<sup>7</sup>*Ibid.*, Vol. 6, p. 23.

<sup>8</sup>*Ibid.*, p. 147.

and sellers of labour power."<sup>9</sup> H. A. Logan also pointed out that trade unionism was the best method for improving the workers' conditions in a capitalistic society.<sup>10</sup> Judge E. R. Wylie, who was appointed chairman of a Royal Commission to investigate and report on all aspects of the 1931 Estevan coal strike, also seemed to realize this. For he reported that "an organization in each mine with a committee authorized to represent the men in any difference or complaint would have removed much of the dissatisfaction."<sup>11</sup>

The Saskatchewan coal miners, however, had made a number of attempts at unionization prior to the 1931 strike. In December 1907, the miners' representatives asked J. Galvin, vice-president of the United Mine Workers of America (UMWA) District 18<sup>12</sup> in Calgary, to organize a local for them. Upon his arrival in Saskatchewan, Local No. 2672 was formed in the Roche Percee district in December 1907, and in January 1908 Locals No. 2682 and 2648 were established respectively in Estevan and Taylorton.<sup>13</sup> The union officials then asked the operators of Western Dominion and Man. and Sask. Coal to recognize their union, to concede an eight hour day, and a standard of wages that was prevailing in the lignite fields of southern

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<sup>9</sup>V. L. Allen, op.cit., p. 10.

<sup>10</sup>H. A. Logan, Trade Unions in Canada (Toronto: Macmillan of Canada, 1948), p. 1.

<sup>11</sup>Wylie Commission, Report, p. 93.

<sup>12</sup>The UMWA was an American industrial union. Its purpose was to "improve the material, intellectual and moral conditions of the toilers in and around mines. . . ." District 18 of the UMWA was organized in Western Canada in 1903. Its jurisdictional boundary included all workers employed in and around the coal mines, coal-washers, and coke ovens of Eastern British Columbia, Alberta, and Saskatchewan. Glenbow-Alberta Institute (GAI), UMWA District 18 Records, Constitution and By-Laws, 1915-55 File: District Constitution United Mine Workers of America District 18, 1915, pp. 1-2.

<sup>13</sup>W. Cherwinski, "Organized Labour in Saskatchewan: The TLC Years 1905-1945" (Ph.D. thesis, University of Alberta, 1972), p. 158.

Alberta.<sup>14</sup>

The operators, however, refused to recognize and negotiate with the UMWA. As a result, the UMWA officials called the miners at Western Dominion and Man. and Sask. Coal to go on strike in early March 1908.<sup>15</sup> During the strike, the Union made further attempts to negotiate with the operators, but these failed. Consequently, the UMWA, aware of the provision in The Industrial Disputes Investigation Act, 1907<sup>16</sup> for a Board of Conciliation to settle disputes between employers and employees, applied to the Federal Department of Labour on March 16, 1908, for two Boards of Conciliation.

The Board for the strike at Western Dominion was composed of F. Sherman, the Union's representative, J. Hannah, the Company's representative, and the Chairman, R. Myers, a County Judge of Winnipeg. F. Sherman, G. Crowe, the Company representative, and A. Dawson, a County Judge of Winnipeg, were members of the Board for the strike at Man. and Sask. Coal.<sup>17</sup> Since Sherman was on both Boards, they met together in Winnipeg on April 16, 17, 18, and 20. These meetings, however, proved unsuccessful. The Boards proceeded to Bienfait on April 29, for the purpose of reaching a joint agreement. A joint agreement, however, was not concluded. Consequently, the Boards parted to conclude separate agreements.

The Board investigating the Western Dominion strike finally reached an agreement on May 1. The agreement included full recognition of the

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<sup>14</sup>Labour Gazette, Vol. 8, April 1908, p. 1227.

<sup>15</sup>Ibid.

<sup>16</sup>Section 5 states: "Wherever any dispute exists between an employer and any of his employees, and the parties . . . are unable to adjust it, either of the parties to the dispute may make application to the Minister for the appointment of a Board of Conciliation and Investigation. . . ." See Chapter 20, Statutes of the Dominion of Canada, 1907 (Ottawa: King's Printer, 1907), p. 237.

<sup>17</sup>Labour Gazette, Vol. 8, April 8, 1908, p. 1227.

UMWA District 18, a closed shop with a checkoff, wage parity with the Alberta lignite fields, the employment of checkweighers, and the eight hour day, except in rush periods.<sup>18</sup> This agreement marked a victory for the miners' attempt to unionize, and to reduce the operator's power.

The miners at Man. and Sask. Coal, however, were not as successful. The Board continued its investigation until G. Crowe and A. Dawson finally issued a Majority Report on November 26, while Sherman waited until December 17 to submit his Minority Report. The Majority Report recommended an increase in the wage rates, but not union recognition.<sup>19</sup> The Minority Report recommended that the UMWA be recognized, and the same agreement in force at Western Dominion be introduced at Man. and Sask. Coal. The Company rejected the Minority Report, but agreed to accept the Majority Report.<sup>20</sup> As a result of the Man. and Sask. Coal Company's success in discriminating against the UMWA, the Western Dominion refused to recognize it, when the agreement ended in 1909. The miners' attempt at permanent unionization had thus been crushed.

The miners did not attempt unionization again until 1920. It is not too clear why they waited eleven years. But it was not a result of better labour relations, because four strikes occurred during this period: (1) October 26-28, 1916; (2) November 2-6, 1916; (3) June 2-5, 1917; and (4) July 5-16, 1917.<sup>21</sup> In all these strikes the miners were 'not organized into unions, and their demand for increased wages came direct from the employees to the mine managers.'<sup>22</sup> In the first two

<sup>18</sup>For a copy of the agreement, see ibid., June 1908, pp. 1440-1442.

<sup>19</sup>ibid., Vol. 9, January 1909, pp. 704-705.

<sup>20</sup>ibid., p. 703.

<sup>21</sup>Saskatchewan Department of Agriculture, Twelfth Annual Report (Regina: King's Printer, 1917), p. 173; and Thirteenth Annual Report (Regina: King's Printer, 1918), p. 157.

<sup>22</sup>ibid., Twelfth Annual Report, p. 172.

strikes the miners won compromises on their wage demands;<sup>23</sup> but in the last two the Saskatchewan Provincial Police were called in, and destroyed the miners' chances for the achievement of their demands.<sup>24</sup> As a result of the failure of the 1917 strikes, and the rapidly rising cost of living in the immediate postwar years,<sup>25</sup> the miners looked to the newly formed One Big Union (OBU) to organize them.

The OBU seemed the ideal organization, for it sought to encompass all workers in an industry into one union. This was generally considered desirable by the Western Canadian working class, because the nature of industry lent itself to this form of organization.<sup>26</sup> But the Saskatchewan coal miners were especially influenced to join the OBU, because of its preamble, which explained the relationship between capital and labour, and the practical everyday struggle to improve wages and working conditions in order to establish socialism:

Modern industrial society is divided into two classes, those who possess and do not produce, and those who produce and do not possess. Alongside this main division all other classifications fade into insignificance. Between these two classes a continual struggle takes place. As with buyers and sellers of any commodity there exists a struggle on the one hand of the buyer to buy as cheaply as possible, and on the other, of the seller to sell for as much as possible, so with the buyers and sellers of labour power. In the struggle over the purchase and sale of labour power the buyers are always masters—the sellers always workers. From this fact arises the inevitable class struggle.

As industry develops and ownership becomes concentrated more and more into fewer hands; as the control of the economic forces of society become more and more the sole property of imperialistic

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<sup>23</sup>AS, Saskatchewan Department of Labour Deputy Minister's Office Estevan Coal Strike 1931 File (hereinafter referred to as Estevan Coal Strike 1931 File), E. Pierce, mine inspector, to T. M. Molloy, Secretary, Bureau of Labour, November 7, 1916.

<sup>24</sup>Ibid., Pierce to Molloy, June 7, 1917.

<sup>25</sup>S. M. Jamieson, op.cit., pp. 159-161.

<sup>26</sup>D. Bercuson, "Western Labour Radicalism and the One Big Union: Myths and Realities," Prophecy and Protest: Social Movements in Twentieth-Century Canada, eds. S. Clark, J. P. and L. M. Grayson (Toronto: Gage Educational Publishing Ltd., 1975), p. 247.



finance, it becomes apparent that the workers, in order to sell their labour power with any degree of success, must extend their forms of organization in accordance with changing industrial methods. Compelled to organize for self defence, they are further compelled to educate themselves in preparation for the social change which economic developments will produce whether they seek it or not.

The One Big Union, therefore, seeks to organize the wage worker, not according to craft, but according to industry; according to class and class needs; and calls upon all workers to organize irrespective of nationality, sex, or craft into a workers' organization, so that they may be enabled to more successfully carry on the everyday fight over wages, hours of work, etc., and prepare ourselves for the day when production for profit shall be replaced by production for use.<sup>27</sup>

In June 1920 representatives of the Saskatchewan coal miners asked the OBU headquarters in Calgary to send an organizer. On June 30 the OBU officials sent P. M. Christophers, the former vice-president of the UMWA District 18, to the Saskatchewan coal mines. On July 3 he called the miners together for a meeting in Taylorton, but it was broken up by the Western Dominion officials.<sup>28</sup> Before the miners were completely dispersed, Christophers invited them to meet at the Bienfait Legion Hall on July 4.

This meeting, however, did not materialize, for at midnight Christophers' sleep in the King Edward Hotel in Bienfait was interrupted by an employer-sponsored vigilante committee: S. Dryden, president of the Estevan branch of the Great War Veterans' Association, Corporal G. Hunter of the Saskatchewan Provincial Police, T. Jones, A. Gough, J. Clarke, T. Munroe, and R. Thompson.<sup>29</sup> The Committee, after accusing

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<sup>27</sup>One Big Union Bulletin (Winnipeg), August 12, 1919, p. 3; and Canada, Department of Labour, Ninth Annual Report on Labour Organization in Canada, 1919 (Ottawa: King's Printer, 1920), p. 26.

<sup>28</sup>W. Cherwinski, op.cit., p. 162.

<sup>29</sup>AS, W. M. Martin Papers, Official Report of Proceedings at Trial of Those Alleged to Be Concerned in the Kidnapping of One P. M. Christophers (hereinafter referred to as Report of Kidnapping Trial), p. 35344.

Christophers of being a member of the Industrial Workers of the World (IWW),<sup>30</sup> forced him into a car and drove to Noonan, North Dakota. Hunter then explained to Christophers that "We had to do it to get you away from the crowd,"<sup>31</sup> but now he was free to go. Hunter was obviously confessing that the kidnapping was the first part of a strategy to prevent the Saskatchewan miners from joining the OBU.

The second part of this strategy occurred on July 4, when thirty-four miners from the Western Dominion and four from the Crescent Collieries were fired and told to vacate their houses, because of their activity with the OBU.<sup>32</sup> Some of the miners protested their dismissal on the night of July 5, when shots were fired near the home of A. A. Millan, manager of Western Dominion.<sup>33</sup> All the operators in the area telegraphed Premier W. M. Martin, demanding police protection.<sup>34</sup> Both RCMP and Provincial Police were sent to the mine field.<sup>35</sup> This action plus that of the vigilante committee, who had been tried in August for kidnapping and found not guilty by a jury,<sup>36</sup> crushed the miners' attempts to organize with the OBU.

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<sup>30</sup>The IWW was a revolutionary syndicalist labour union founded in Chicago in 1905. The IWW planned to combine the American workers and then all the International workers into one big union with an industrial basis, a syndicalist philosophy and revolutionary aim. The new socialist society would be achieved by carrying out a general strike which would force the capitalist class to capitulate. See M. Dubofsky, We Shall Be All: A History of the Industrial Workers of the World (New York: Quadrangle, 1969), pp. 73-87.

<sup>31</sup>Report of Kidnapping Trial, p. 35342.

<sup>32</sup>W. Cherwinski, op.cit., pp. 162-63.

<sup>33</sup>W. M. Martin Papers, Labour File #100: A. A. Millan, Western Dominion; W. Addie, M. & S. Coal Co.; W. L. Hamilton, Bienfait Mine; A. Wilson, Crescent Collieries; M. Hawkinson, Bienfait Commercial Co., to W. M. Martin (telegram), July 7, 1920.

<sup>34</sup>Ibid.

<sup>35</sup>W. Cherwinski, op.cit., p. 163.

<sup>36</sup>Report of Kidnapping Trial, p. 35344.

The miners were also unsuccessful at unionization during the 1920s. There were two main reasons for this. First, many of the British miners working in the coal mines were being replaced by Slavic immigrants from Central and Eastern Europe. Since the immigrants had come from extremely deplorable conditions in Europe, the poor working conditions and low wages in the Saskatchewan coal mines seemed, in comparison, a great improvement. Thus the immigrants were willing, in the short run, to forgo unionism and accept the conditions in the mines, but the British miners were not, and moved out if they could. This trend is shown in Table 3.1.

The second reason was a result of management's power in preventing unionization. Management often threatened to discharge miners for their union activities. "When I was going round," testified G. Brown, "I was getting members for [a] union, and Mr. Molloy stopped me one day as I was passing his door, and he said . . . You better lay off this union stuff . . . If you don't lay off [it], Mr. Morfit will make it pretty hard for you. . . ."<sup>37</sup> G. Wilkinson reported that the management of Western Dominion informed two miners that if they did not stop organizing the mineworkers, they would "have their names removed from the [employment] list."<sup>38</sup> The miners replied, according to Wilkinson, that "they [had] the right to organize."<sup>39</sup>

In early 1931 the miners' representatives made various attempts to get a union organized. The representatives did not contact the UMWA District 18, because it was suffering severe setbacks with its locals in Alberta and British Columbia. Many of the operators were refusing to renew contracts with the UMWA, and were willing to recognize independent

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<sup>37</sup>Wylie Commission, Proceedings, Vol. 8, pp. 106-107.

<sup>38</sup>Ibid., p. 56.

<sup>39</sup>Ibid.

Table 3.1 The Population Of The Estevan-Bienfait District Classified  
According To Principal Origins Of The People, 1921 And 1931.

YEAR	Total Population	English	Irish	Scotch	Other Bri- tish Races	Polish	Roumanian	Russian	Ukrainian
Estevan (R.M. No. 5)									
1921	1,742	408	175	176	16	13	-	83	1
1931	2,261	380	199	174	18	54	22	181	150
Coalfields (R.M. No. 4)									
1921	1,673	481	126	255	9	23	-	53	77
1931	1,974	445	149	230	18	90	12	49	237
Estevan (town)									
1921	2,290	653	405	361	33	15	-	94	17
1931	2,936	744	432	433	65	14	18	98	27
Bienfait (Village)									
1921	260	72	53	37	6	1	-	4	19
1931	528	145	47	61	9	24	-	-	134

Source: Canada, DBS, Sixth Census of Canada, 1921 Vol. I - Population (Ottawa: King's Printer, 1924), pp. 496-497; and Seventh Census of Canada, 1931 Vol. III Population By Areas (Ottawa: King's Printer, 1933), pp. 438-439.

local unions or establish company unions.<sup>40</sup> With the UMWA in trouble and unable to help the Saskatchewan miners, the representatives turned to the Saskatchewan labour leaders to organize them.<sup>41</sup> The Saskatchewan labour leaders, however, made no apparent attempts to organize them.<sup>42</sup> The representatives then asked M. J. McGrath, a mine inspector, to send a union organizer to the field. McGrath, however, did not respond to the request, because the issue was 'outside the jurisdiction of the department. . . .'<sup>43</sup> Consequently, J. Loughran, acting president of the miners' representatives committee, decided to seek organization with another revolutionary union —The Workers Unity League of Canada (WUL).<sup>44</sup>

The WUL had been organized in June 1930 as the Canadian Section of the Red International of Labour Unions. The purpose of the WUL was to replace the capitalist orientated unions of the Trades and Labour Congress (TLC) and the All Canadian Congress of Labour (ACCL); to develop the struggle for national unemployment insurance; to extend the campaign for independent working class political action, for national and international trade union unity;<sup>45</sup> and

To organize the Canadian workers into powerful revolutionary Industrial Unions, created on the axis of the widest rank and file control; to fight for the defence and improvement of the conditions of the working class, mobilizing and organizing the Canadian workers for the final overthrow of capitalism and for the establishment of a Revolutionary Workers Government.<sup>46</sup>

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<sup>40</sup>Report of the Royal Commission on Coal, 1946, p. 289.

<sup>41</sup>Estevan Coal Strike 1931 File: T. M. Molloy to M. A. MacPherson, October 2, 1931.

<sup>42</sup>Ibid.

<sup>43</sup>Wylie Commission, Proceedings, Vol. 10, p. 14.

<sup>44</sup>Ibid., Vol. 11, pp. 165-66.

<sup>45</sup>T. Buck, Thirty Years: The Story of the Communist Movement in Canada 1922-1952 (Toronto: Progress Books, 1975), pp. 69-70; and I. Avakumovic, The Communist Party in Canada: A History (Toronto: McClelland and Stewart Ltd., 1975), p. 73.

<sup>46</sup>Twentieth Annual Report on Labour Organization in Canada, 1930. (Ottawa: King's Printer, 1931), p. 162.

Loughran believed that the WUL was the ideal organization to force the operators to accept their demands for better wages and working conditions.<sup>47</sup> This was a very naive position for him to take, because the operators were certainly not going to recognize a union that had as its objective the destruction of capitalism. Nevertheless, Loughran, in August 1931, sent a letter to the WUL head office requesting an organizer.<sup>48</sup>

The WUL sent M. Forkin. After holding several meetings with the miners, he advised them to join a new affiliate of the WUL, the Mine Workers Union of Canada. On August 25 practically all the miners in the field attended a membership meeting and joined the union.<sup>49</sup> J. Sloan claimed that he had obtained "a 100% sign up of mine employees of the coalfields. . . ."<sup>50</sup>

On August 27 A. Nelson, the secretary-treasurer of Bienfait, notified T. M. Molloy, the Deputy Minister of the Department of Railways, Labour and Industries, that about six hundred miners had joined the MWUC, that the Union would probably demand a considerable improvement in the miners' wages and working conditions, and that a strike was likely because the operators were not prepared to give in to the miners' demands.<sup>51</sup> T. Molloy, in response, went to Estevan to investigate the situation. On September 4 he attended a meeting of the operators who agreed to meet a committee composed only of Estevan-Bienfait miners.<sup>52</sup> Molloy reported

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<sup>47</sup>Wylie Commission, Proceedings, Vol. 11, pp. 165-166.

<sup>48</sup>Canadian Miner (Calgary), October 12, 1931, p. 3.

<sup>49</sup>Western Miner (Lethbridge), September 9, 1931, p. 1.

<sup>50</sup>Estevan Mercury, August 27, 1931, p. 1.

<sup>51</sup>Estevan Coal Strike 1931 File, A. Nelson to T. Molloy, August 27, 1931.

<sup>52</sup>Ibid. Short Chronological Review of the Labour Dispute—Saskatchewan Lignite Coal Fields, September-October, 1931 (hereinafter referred to as T. Molloy, Labour Dispute 1931), p. 1.

this to Sloan, Forkin, and two members of the miners' executive. Sloan replied that the miners would state their demands at a meeting to be held that evening at which the operators would have to attend and agree to recognize the Union.<sup>53</sup> Molloy then met with C. Morfit, president of the Coal Operators' Association, and reported Sloan's reply. Morfit repeated that the operators were willing to meet informal miners' committees to discuss wages and working conditions, but were not willing to recognize any Union connected with the Red International of Labour Unions.<sup>54</sup> Few operators, consequently, attended the meeting.

On the following day Sloan sent a letter to those operators who had not attended the meeting, informing them that another meeting was scheduled for September 7, "for the purpose of reaching an agreement covering all mines in this district, and if your company fails to be represented at this conference . . . I have been . . . instructed to inform you that your employees will cease work on . . . September 8, 1931."<sup>55</sup> The operators, however, refused to attend the meeting because they were not willing to recognize the MWUC.

As soon as Molloy heard of the decision to strike, and the operators' refusal to attend the meeting, he telegraphed Sloan on September 7:

Am informed operators refusing to meet your Union tonight and strike to take place tomorrow. Would strongly urge you advise men to observe the law in such matters and that you apply immediately for board under Industrial Disputes Act for thorough investigation working conditions and that men remain at work pending investigation.<sup>56</sup>

Sloan, however, did not send a reply to Molloy, because he believed

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<sup>53</sup> Ibid.

<sup>54</sup> Wylie Commission, Proceedings, Vol. 8, p. 396; and Vol. 10, p. 3.

<sup>55</sup> Estevan Coal Strike 1931 File, J. Sloan to S. W. Holley, September 4, 1931.

<sup>56</sup> Ibid., T. Molloy to J. Sloan, September 7, 1931.

that the Union was "not breaking any laws," and that it had "a right to strike."<sup>57</sup> According to the IDI Act, 1907, sanctioned by the IDI Act (Saskatchewan), 1926,<sup>58</sup> however, it was "unlawful for any employer to declare or cause a lockout, or for any employee to go on strike on account of any dispute prior to or during a reference of such a dispute to a Board under the provisions of this Act. . . ."<sup>59</sup> Sloan disagreed with this provision declaring that "our fight is right here with the operators and here we stay."<sup>60</sup> But Sloan was reported to have had a more violent response to a call for a Board of Conciliation when W. W. Lynd, an Estevan lawyer, suggested it: "To hell with the lawyers in Estevan, and to hell with the conciliation board, we don't want it and we are not going to have it."<sup>61</sup> Thus Sloan seemed determined to achieve the miners' demands by calling a strike, instead of using conciliatory measures. Consequently, the strike commenced.

On September 3 six hundred miners in twenty-two mines went on strike.<sup>62</sup> Truax Traer was not directly involved in the dispute because the MWUC, for no apparent reason, had not attempted to organize the employees. Sloan, however, warned the management of Truax Traer that there would be trouble if they shipped coal to anybody other than the Dominion Electric Power,

<sup>57</sup>Estevan Mercury, September 10, 1931, p. 1.

<sup>58</sup>As a result of the ruling on the Snider case in 1925, the IDI Act, 1907, no longer applied to industrial disputes within the legislative jurisdiction of any province. In 1926, however, the Saskatchewan Government passed The Industrial Disputes Investigation Act (Saskatchewan), 1926, which allowed the IDI Act, 1907 and its amendments to "apply to every industrial dispute . . . within or subject to the . . . legislative jurisdiction of the province." (See Statutes of the Province of Saskatchewan 1925-26 [Regina: King's Printer, 1926], p. 353.) This Act remained in force throughout the 1930s.

<sup>59</sup>The Revised Statutes of Canada, 1927, Vol. III (Ottawa: King's Printer, 1927), p. 2522.

<sup>60</sup>Estevan Mercury, September 10, 1931, p. 1.

<sup>61</sup>Wylie Commission, Proceedings, Vol. II, p. 246.

<sup>62</sup>Saskatchewan Department of Railways, Labour and Industries, Fourth Annual Report (Regina: King's Printer, 1932), p. 7.



the Estevan Hospital, and the local consumers.<sup>63</sup> The Union also made preparations to boycott non-union shops in Estevan, and possibly carry out a campaign of physical force.<sup>64</sup>

Both Police Chief McCutcheon and Mayor Bannatyne of Estevan certainly believed that physical violence might erupt, because of the hostile attitude of both parties. Consequently, they contacted M. A. MacPherson, the Attorney-General, and requested RCMP troops. Under the command of Detective Staff-Sergeant Mortimer sixteen RCMP were sent to Estevan on September 8.<sup>65</sup> Their purpose was to maintain law and order, and to force the miners back to work. They were assisted by a private force of thirteen special constables hired by the Saskatchewan Coal Operators' Association.<sup>66</sup>

The Association, with the additional police in the district, attempted to reopen the Eastern Collieries, Western Dominion, and Man. and Sask. Coal by using farm youths from the district. The miners, angered at this attempt to bring in 'scabs,' picketed the mines and demanded their closure. The operators on the advice of the police, who still lacked a sufficient force, accepted the demand and closed the mines.<sup>67</sup>

On September 21 the operators, believing that more police were needed to open the mines, asked H. McConnel, the Acting Attorney-General, to send reinforcements.<sup>68</sup> H. McConnel, however, refused to send additional police because there were more than enough in the coalfields, and there should be attempts at conciliation rather than physical force to

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<sup>63</sup>Western Producer (Saskatoon), September 17, 1931, p. 1.

<sup>64</sup>Regina Leader-Post, September 12, 1931, p. 1.

<sup>65</sup>Ibid., September 9, 1931, p. 8.

<sup>66</sup>Regina Daily Star, September 9, 1931, p. 8.

<sup>67</sup>Estevan Mercury, September 17, 1931, p. 4.

<sup>68</sup>Regina Leader-Post, September 24, 1931, p. 1.

end the strike.<sup>69</sup>

The Federal Government attempted conciliation when it sent its chief conciliation officer, M. S. Campbell, to Estevan on September 21.<sup>70</sup> But before a Board of Conciliation could commence under the IDI Act, the miners would first have to return to work. Campbell persuaded the operators to employ all the strikers without discrimination. The union leaders, however, refused to participate in conciliation until the operators recognized the union. Consequently, the attempt at conciliation broke down on September 25, when the operators refused to recognize the union.<sup>71</sup> Since the attempts to settle the issue by negotiations failed, the physical force alternative was tried.

On September 28 Police Chief McCutcheon received information that the miners were planning to hold a parade, for the purpose of gaining local support for their cause, and to advertise a mass meeting to be held in the Town Hall on September 29.<sup>72</sup> Anne Buller, a WUL organizer from Winnipeg, was to be the guest speaker. It is not clear how much additional support the miners could get in a town, the total population of which was only 2,936.<sup>73</sup> Many of these people, moreover, were friends or relatives of the miners. The only people who would not already be supporting the miners would be the operators and their families, friends, and associates.

Some miners apparently saw the dispute as a classical Marxist class conflict. The Canadian Miner described it as such in its October 12, 1931

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<sup>69</sup>Ibid.

<sup>70</sup>S. Hanson, "Estevan 1931," On Strike: Six Key Labour Struggles in Canada, 1919-1949, ed. I. Abella (Toronto: James Lewis and Samuel, Ltd., 1973), p. 48.

<sup>71</sup>Estevan Coal Strike 1931 File, T. Molloy, Labour Dispute, 1931, p. 3.

<sup>72</sup>Estevan Mercury, October 8, 1931, p. 8.

<sup>73</sup>Seventh Census of Canada, 1931, Vol. II Population by Areas, p. 438.

issue. According to Marxist theory a class conflict may lead to a riot:

. . . the collisions between . . . workmen and . . . bourgeoisie take more and more the character of collisions between two classes. Thereupon the workers begin to form combinations . . . against the bourgeoisie; . . . they found permanent associations in order to make provision . . . for . . . occasional revolts. Here and there the contest breaks out into riots.<sup>74</sup>

The conflict situation was also intensified by the actions of the Estevan authorities. The Mayor and the Town Council held a meeting on September 29 to discuss the miners' intended parade, and their holding of a mass meeting in the Town Hall.<sup>75</sup> The authorities seemed to purposely go out of their way to promote violence when they passed a resolution prohibiting the renting of the Town Hall to the miners, banning the parade, and authorizing the Estevan police and the RCMP to prevent any such demonstration.<sup>76</sup> Such drastic measures were not needed unless the authorities planned to physically crush the strike.

D. Moar, H. Hesketh, and J. McLean, members of the miners' committee, were notified of this resolution when they tried to pay for the rental of the hall at the town clerk's office.<sup>77</sup> The committee, however, thought that the resolution only applied to a walking parade, and not a motor cavalcade.<sup>78</sup> This rationalization was another indication that the committee wanted to force a showdown. Otherwise their reasoning shows extreme naivety. For it seems certain they could not have forgotten how the RCMP, for example, had stopped the June 21 'silent parade' in the

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<sup>74</sup>K. Marx and F. Engels, The Communist Manifesto (New York: International Publishers, 1948), p. 18.

<sup>75</sup>Estevan Mercury, October 8, 1931, p. 8.

<sup>76</sup>Minutes of Estevan Town Council, September 29, 1931, cited in S. Hanson, "The Estevan Strike and Riot, 1931," p. 120.

<sup>77</sup>Ibid.

<sup>78</sup>Ibid., p. 121.

Winnipeg General Strike of 1919.<sup>79</sup>

On September 29 about two hundred miners assembled in Bienfait, loaded into about forty trucks, and proceeded through the mining district picking up supporters.<sup>80</sup> As they reached the outskirts of Estevan, they unfurled banners demanding: "We Will Not Work For Starvation Wages," "We Want Houses, Not Piano Boxes," and "Down With The Company Stores."<sup>81</sup> They drove along Fourth Street, the principal thoroughfare, until they reached a cordón of twenty-two RCMP, who had been stationed there to prevent the demonstration.<sup>82</sup> Police Chief McCutcheon stopped the lead truck, and told the miners that they "had better pull back home for we are not going to allow you to parade through town. . . ."<sup>83</sup> An argument resulted, and McCutcheon tried to pull M. Day off the truck; but Day struck him with a piece of lathe. When two policemen seized Day, the other miners jumped from their trucks, and attacked the police by wielding clubs and throwing rocks and other debris at them. Sympathizers also appeared from other parts of the town, swelling the crowd, fighting with the police, to about three hundred.<sup>84</sup>

The police, unable to control the rioters with their batons, drew their guns and fired warning shots. The police also called out the fire brigade. No sooner had the firemen started spraying the rioters, when some of them manned the engine and put it out of operation. The fire-

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<sup>79</sup>Estevan Mercury, June 26, 1919; and D. J. Bercuson, Confrontation at Winnipeg: Labour, Industrial Relations, and the General Strike (Montreal: Queen's University Press, 1974), pp. 172-74.

<sup>80</sup>Regina Leader-Post, September 30, 1931, p. 14.

<sup>81</sup>Ibid.

<sup>82</sup>Ibid.

<sup>83</sup>S. Hanson, "Estevan 1931," p. 50.

<sup>84</sup>Canada, Report of the Royal Canadian Mounted Police, 1931 (Ottawa: King's Printer, 1932), p. 43.

men fled from the scene, while the police continued to fire warning shots. The rioters, however, did not disperse, but forced the police to the Town Hall wall. Police reinforcements, who had been stationed at Truax Traer and called for, arrived, and "rushed in and, with levelled rifles, began to scatter bullets into the crowd of strikers."<sup>85</sup> The RCMP officers claimed that they did not level their guns at the crowd, but fired at the ground in front. Unfortunately some of the shots ricocheted and killed three rioters and injured twelve others.<sup>86</sup> The remaining rioters dispersed, and the riot ended.

The riot proved that the miners could not achieve their demands by physical force. To make sure they did not attempt it again, forty-five RCMP were rushed in from Regina and sixty Estevan militia were called out.<sup>87</sup> The RCMP were also ordered to arrest those responsible for the riot. By mid-December twenty people had been arrested and remanded for trial.<sup>88</sup> With the physical force alternative eliminated, the miners' only hope to have their demands met was to try negotiations again.

The miners' representatives gave notice that they were prepared to negotiate a temporary agreement, under which they would return to work pending the report of Judge E. R. Wylie's Royal Commission on the Estevan Coal Strike of 1931. The miners agreed to T. Molloy's suggestion to meet the operators at a conference to be held in the Estevan Court House on October 6.

The conference was attended by T. Molloy, acting as chairman, and the representatives of both the operators and the miners. D. Moar, the

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<sup>85</sup> Regina Leader-Post, October 1, 1931, p. 1.

<sup>86</sup> Report of the Royal Canadian Mounted Police, 1931, p. 43.

<sup>87</sup> Regina Leader-Post, October 1, 1931, p. 1.

<sup>88</sup> For a detailed account of the trials, see S. Hanson "The Estevan Strike and Riot, 1931," pp. 151-161.

main negotiator of the miners, submitted a proposed contract listing twenty-seven clauses and a detailed wage schedule. The first clause demanded the recognition of the MWUC and pit committees at each mine. The remaining clauses were concerned with the improvement of the working and living conditions.<sup>89</sup> The proposed contract, however, was not to be negotiated at this conference. Molloy explained that the contract with its wage schedule would obviously take several days of bargaining, and the miners were only asked to state those demands which would have to be met before they returned to work, and leave the other matters for later negotiations.<sup>90</sup> Moar replied that the operators would have to agree to the payment of wages on a mine-run basis, the appointment of check-weighers, an eight hour day, water removal by company men, retroactive wage increases from the commencement of work, no discrimination against miners involved in the strike, and recognition of either the MWUC or the pit committees.<sup>91</sup>

The operators agreed to recognize the pit committees, but not the MWUC. They were also willing to pay on a mine-run basis, but the actual rate was to be left to negotiations between the pit committee and the operator of each mine. The operators also agreed that they would remove water from all working areas, the miners could have their own check-weighman, and retroactive wage increases from the resumption of work. The miners would be reinstated without discrimination provided that they were on the companies' payrolls as of September 7, 1931. The operators,

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<sup>89</sup>Wylie Commission, Exhibits, No. M-13.

<sup>90</sup>Estevan Coal Strike 1931 File: Preliminary Agreement Resulting From Conference of Operators and Miners of the Bienfait (Saskatchewan) Coal Field on which Miners Went Back to Work Pending Final Agreement and Findings of Royal Commission now Holding Sitzings at Estevan, p. 9.

<sup>91</sup>Ibid., p. 12.

however, refused to grant an eight hour day, but offered a nine hour day.

Moar did not accept the operators' proposal for a nine hour day. He argued that the eight hour day must be granted because it had been approved by the League of Nations. Moreover, the miners "get out less per hour in the last two or three hours of the shift of ten hours, than if they were working an eight hour day."<sup>92</sup> The operators claimed that the company men would then be required to work at least one hour longer, because they would have to take the loaded cars to the tipple, dump them, and then bring them back to the coal face. H. Freeman, manager of National Mines, seeing the obvious solution to this problem, suggested that the contract men should work eight hours a day, and the company men nine hours.<sup>93</sup> Both the miners and the operators accepted the suggestion.<sup>94</sup>

The following agreement was then signed:

We, the mine operators and employees in conference at the Court House, Estevan, this 6th day of October 1931 hereby agree that the mines be opened immediately and the men return to work on the following conditions:

- (1) That this be considered a temporary agreement pending the findings of the Wylie Royal Commission and the possible drafting of a working agreement between the operators and the men.
- (2) That Pit Committees for each mine be a recognized organization in each mine.
- (3) That the provision of the Mines Act be observed in relation to check weighers.
- (4) That all water in the roadways and working face be removed by the Company and that such places be kept as dry as possible.
- (5) That the terms of any schedule or agreement finally reached between operators and men be made retroactive to the date of the recommencement of work by the men.
- (6) That there shall be no victimization or discrimination against men on account of the strike, particularly in refer-

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<sup>92</sup> Ibid., p. 28.

<sup>93</sup> Ibid., p. 40.

<sup>94</sup> Ibid.

ence to men on the payroll as at September 7 last.

(7) That contract men be employed on an eight hour basis, face to face, and the company men work nine hours a day.

(8) That because of working conditions in the various mines, the removal of slack and questions of overweight be left to negotiations between the operators and the men's committees.<sup>95</sup>

The miners still had to ratify the agreement. On October 7 the miners, under the surveillance of forty armed RCMP officers, attended a meeting in the Bienfait Legion Hall to vote on the agreement.<sup>96</sup> The police presence probably influenced the miners' oral vote of 130 to 41 in favour of the agreement.<sup>97</sup> As a result, the strike ended on October 8, with an agreement between the operators and the miners that a permanent contract would be drawn up on October 19.

The WUL viewed the temporary agreement and the vote of acceptance as a betrayal and defeat of the strike. The WUL argued that the pit committees should have consistently fought for the miners' demands, and not have betrayed them by urging them back to work without their demands recognized. Accordingly, the WUL proposed that the miners should renew the struggle on October 19, and prevent the operators and the pit committees from accepting less than they originally demanded. Their immediate demands must be:

1. Oust all wavering and treacherous elements from the Pit Committees. Elect militant workers who will put up a real fight for the miners' demands.
2. That all demands of the miners be included in the District agreement on October 19.
3. Build up the Union, smash any attempt to sever the miners from the WUL, and prepare to strike on October 20 if the demands of the miners were not granted.
4. DEMAND THE IMMEDIATE REMOVAL OF THE POLICE AND THE

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<sup>95</sup> Ibid., pp. 40-41.

<sup>96</sup> Estevan Mercury, October 8, 1931, p. 1.

<sup>97</sup> Ibid.



## MILITIA, AND THE RELEASE OF ALL ARRESTED WORKERS!

5. DEMAND FULL COMPENSATION TO THE WIVES AND DEPENDENTS OF THE MURDERED AND WOUNDED STRIKERS!<sup>98</sup>

These demands and the MWUC posed an obvious threat to the attempts of the government and the operators to achieve a peaceful settlement in their favour. The government officials and the operators, accordingly, carried out various actions to smash the MWUC, and to keep the mines operating. On October 12 Premier J. T. M. Anderson made a special trip to Bienfait to urge the miners to affiliate with the conservative Trades and Labour Congress of Canada, the All Canadian Labour Congress, or the American Federation of Labor (AFL), and "to keep away from another revolutionary . . . organization."<sup>99</sup> On October 19, when the negotiations commenced, L. Maurice, vice-president of the MWUC, who had journeyed from Calgary to act as an advisor to the miners, was expelled from the meeting.<sup>100</sup> His expulsion seemed to be part of the general harrassment and persecution that was administered to any person or organization associated with the Communist Party of Canada. When the Communists were involved in labour disputes, "the government authorities," according to I. Avakumovic, "sided with management and lent the support of the state machine to end strikes as quickly as possible. . . ."<sup>101</sup> Consequently, the operators, to prevent an attrition of their power, refused to recognize the MWUC, but all, except H. Wallace of Eastern Collieries, recognized independent pit committees for each mine. Nevertheless, the operators, according to J. Brodie, granted the majority of the miners'

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<sup>98</sup> Estevan Coal Strike 1931 File, Open letter to the Miners of the Saskatchewan Coalfields from the Saskatchewan Manitoba District Council of the WUL.

<sup>99</sup> Estevan Mercury, October 15, 1931, p. 1.

<sup>100</sup> Ibid., October 22, 1931, p. 1.

<sup>101</sup> I. Avakumovic, op.cit., p. 72.

demands regarding working conditions and wages increases.<sup>102</sup>

D. Moar thought that the miners might not accept the agreement, because the wages were still less than what they had originally demanded, and the MWUC had not been recognized. On October 22, however, the miners voted 221 to 83 in favour of the agreement.<sup>103</sup> They accepted the agreement because they had no other alternative with the presence of the RCMP. L. Maurice declared that "The vote was a directly intimidated one, intimidation being carried on not only by the RCMP and the operators, but by Hon. M. A. MacPherson, Attorney-General, who openly fought against the Mine Workers' Union of Canada. . . ."<sup>104</sup>

Could such a settlement improve the labour relations in the Saskatchewan coal mines? MacPherson was of the opinion "that there will be industrial peace in the area," because the miners' vote to accept the agreement indicated that they fully appreciated the economic condition of the industry, and that they eliminated the MWUC themselves.<sup>105</sup> The miners may have understood the economic condition of the industry, but they certainly did not eliminate the union. That had been done by the operators, the government officials, and the RCMP. Maurice warned that "all is not clear sailing yet," for the miners' discontents have not all been alleviated.<sup>106</sup>

This certainly was the case at Eastern Collieries. The miners' discontent was a result of H. Wallace's failure to uphold most of the pro-

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<sup>102</sup> See Appendix I for a copy of the wage rates and the demands accepted by the operators.

<sup>103</sup> Estevan Coal Strike 1931 File: T. Molloy, Labour Dispute, p. 6.

<sup>104</sup> Estevan Mercury, October 29, 1931, p. 1.

<sup>105</sup> Regina Leader-Post, October 24, 1931, p. 16.

<sup>106</sup> Ibid.

visions in the October 19-20 agreement.<sup>107</sup> The key provision not upheld was the recognition of the pit committee. The pit committee had attempted on different occasions to meet with Wallace, but he had stated "that he refused to meet them and would hire and fire whom he pleased and would run his mine as he pleased."<sup>108</sup> Because of this attitude and the various provisions violated, the miners prepared to strike on December 3.

On December 2 Detective Sergeant Metcalfe informed W. J. Perkins, an Estevan barrister, that the miners at Eastern Collieries were preparing to strike. Perkins, acting on behalf of the Government, instructed Metcalfe to proceed to Bienfait, and persuade the miners' committee to either call off the strike or apply for a Board of Conciliation before going on strike. Metcalfe, with great difficulty, persuaded the miners' committee to call off the strike.<sup>109</sup>

Despite this potential strike, the government, the operators, and some of the miners hoped that Wylie's Commission would help improve the labour relations in the coal mines. Wylie completed his investigation on November 17, but he did not complete his Report until January 25, 1932. The Report summarized the causes of the strike, and proposed seventeen recommendations for the improvement of wages and working conditions, and certain amendments to the Mines Act.<sup>110</sup>

As a result of these recommendations, T. Molloy introduced Bill No. 64, an Act to amend the Mines Act, in the Saskatchewan Legislature on March 17, 1932.<sup>111</sup> The Bill was given second reading on March 28, and

<sup>107</sup> DNR, Coal Administration Branch, Mine Strikes and Disputes, W. J. Perkins Memorandum, December 4, 1931, p. 3.

<sup>108</sup> Ibid.

<sup>109</sup> Ibid.

<sup>110</sup> See Appendix II for a copy of the recommendations.

<sup>111</sup> Saskatchewan, Legislative Assembly, Journals, 1932 (Regina: King's Printer, 1932), p. 84.

referred to the Select Standing Committee on Law Amendments. Royal Assent was granted and The Coal Miners Safety and Welfare Act became effective November 1, 1932.<sup>112</sup> Most of Wylie's recommendations became law under the new Act.

In conclusion, the Estevan strike of 1931 clearly showed that the miners were unable to achieve their main objective—the recognition of the MWUC. The MWUC was too radical for the operators and the government who had sent in the RCMP to maintain law and order, and to break the strike. The operators, with government and police help, had retained most of their power, and also prevented the establishment of union power. The operators had made some concessions, but without an effective union to enforce their observance many of the concessions would be ignored by them. After the 1931 strike, there remained a serious imbalance of power in the coalfields which neither the October 19-20 agreement nor subsequent government legislation corrected. Further conflict was therefore to be expected.

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<sup>112</sup>Ibid., p. 105.

## CHAPTER IV

### THE 1932 STRIKES

Labour relations in the Saskatchewan coal mines remained strained throughout 1932, resulting in sporadic, albeit shortlived, strikes. The 1932 strikes involved three major issues: a closed shop and the payment of union dues in the January 28-29 and February 23-24 strikes, the dismissal of a checkweighman in the February 22-March 2 strike, and the February 24-26 sympathy strike for the miners striking because their checkweighman was dismissed. These strikes reflected the operators' attempts to regain the power they had lost with the signing of the October 19-20 agreement, and the miners' attempts to maintain what little power they had gained.

The miners, even though they had independent pit committees, did not have the power or the experienced guidance to compel the operators to uphold the October 19-20 agreement. As the Canadian Miner pointed out:

The miners, since the [1931] strike, have learned . . . that the mine owners and the Government are bent on breaking their Union, which would mean that all the gains would be lost, the miners would be whipped into submission, and slave away under worse conditions than ever.<sup>1</sup>

The MWUC, consequently, refused to disband despite the arrest of its organizers, and the operators' refusal to recognize it. In fact, more MWUC organizers were sent in from the Alberta fields to organize the

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<sup>1</sup>Canadian Miner (Calgary), February 10, 1932, p. 3.

miners and achieve union recognition.<sup>2</sup>

Most of the Saskatchewan coal miners, however, were only willing to stay in the MWUC if it repudiated affiliation with the Workers Unity League.<sup>3</sup> James Sloan promised the miners that the MWUC executive would discuss its affiliation with the WUL.<sup>4</sup> H. Hesketh, secretary of the MWUC Local No. 27, also wrote to the Federal Minister of Labour to find out if the MWUC was a legal union. H. Ward, the Federal Deputy Minister of Labour, replied that the MWUC had been registered on March 19, 1926 under The Trade Union Act, but since it had affiliated with the WUL, which had been declared an illegal organization<sup>5</sup> in November 1931, "its standing would appear to be a matter for the Attorney General of Saskatchewan to determine."<sup>6</sup> M. A. MacPherson had already determined that the MWUC was an illegal organization, and had carried out policies to crush it.<sup>7</sup>

In December 1931 an inspector from the Federal Department of Labour was sent to investigate the union issue in the Saskatchewan coal mines. The inspector questioned Hesketh and some of the miners about their position on union recognition. All this questioning, according to Hesketh, was a waste of time for "never anything came out of it."<sup>8</sup> Hesketh claimed the same thing happened when the miners complained to T. M. Molloy that they were unable to organize and achieve union recognition, because the

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<sup>2</sup>W. Cherwinski, op.cit., p. 169.

<sup>3</sup>Estevan Coal Strike 1931 File, W. J. Perkins to T. M. Molloy, December 21, 1931.

<sup>4</sup>DNR, Coal Administration Branch, Mine Strikes and Disputes, W. J. Perkins to T. M. Molloy, December 8, 1931.

<sup>5</sup>Justice Wright in York County Assize Court declared the WUL an illegal organization under Section 98 of the Criminal Code. See Ibid., H. Ward to T. M. Molloy, December 9, 1931.

<sup>6</sup>Ibid.

<sup>7</sup>Estevan Mercury, October 22, 1931, p. 1.

<sup>8</sup>Turgeon Coal Commission, Proceedings, Vol. 15, p. 116.

operators called them "Reds, Bolsheviks from Soviet Russia and all that sort of thing. . . ."<sup>9</sup> Molloy stated, according to Hesketh, that the miners would be allowed to organize, and would achieve their demands as long as they were within reason. And it did not matter whether "the Union is red, white, black or blue as long as you keep order."<sup>10</sup>

But, in fact, it did matter which union the miners became members of. T. M. Molloy certainly did not want the Saskatchewan miners to remain members of the MWUC. He believed that the miners might be persuaded to join the United Mine Workers of America, because it was non-revolutionary and suited to the industry.<sup>11</sup> He did not, however, want too strong a union for the miners, because "[t]he operators would undoubtedly have grounds for very serious complaint should I . . . create an organization among their men . . . [that would] eventually become sufficiently strong to embarrass in any way some of the operators."<sup>12</sup> Molloy, in other words, did not want to help the miners increase their power by allowing them a union that would place them on an equal footing with the operators. Consequently, he "got another Union"<sup>13</sup> the Saskatchewan Mine Workers Association (SMWA).

The SMWA was a local independent union organized and granted a charter in 1932.<sup>14</sup> The purpose of the union, according to its president T. Jennings, was to bring "about by legal and constitutional methods the

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<sup>9</sup> Ibid.

<sup>10</sup> Ibid.

<sup>11</sup> Estevan Coal Strike 1931 File, T. Molloy to W. J. Perkins, December 19, 1931.

<sup>12</sup> DNR, Coal Administration Branch, Mine Strikes and Disputes, T. Molloy to W. J. Perkins, December 12, 1931.

<sup>13</sup> Turgeon Coal Commission, Proceedings, Vol. 15, p. 116.

<sup>14</sup> Twenty-Second Annual Report on Labour Organization in Canada, 1932 (Ottawa: King's Printer, 1933), pp. 119-120.

betterment of conditions under which the miners in these areas work."<sup>15</sup>

W. J. Perkins, an Estevan barrister, believed the purpose of the SMWA was to help "driv[e] the Mine Workers Union of Canada out of this field."<sup>16</sup> This may have been the case. For once the MWUC was driven out, the SMWA soon dissolved in 1934.<sup>17</sup> The SMWA, however, was not involved in any strikes as a direct rival to the MWUC.

The MWUC, nevertheless, was not to be driven out of the field without a fight. The MWUC attempted to enforce a closed shop, at the Crescent Collieries, under which only members of the union would be allowed to work, and they would have to pay union dues.<sup>18</sup> Two miners, however, refused to join the MWUC and pay the dues when asked to do so.<sup>19</sup> J. Sloan called the MWUC miners at Crescent Collieries to go on strike. Seventy miners answered the call, and went on strike on January 28.<sup>20</sup>

W. Hamilton, general manager of Crescent Collieries, believing that the miners were solid and determined not to return to work until a closed shop was established, asked the two men to pay their dues immediately.<sup>21</sup> When the men paid their dues, and Hamilton agreed to employ only MWUC members, the miners returned to work on the following day.<sup>22</sup>

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<sup>15</sup>DNR, Coal Administration Branch, Mine Strikes and Disputes, T. Jennings to T. Molloy, n.d.

<sup>16</sup>Ibid., W. J. Perkins to T. Molloy, June 6, 1932.

<sup>17</sup>Twenty-Fourth Annual Report on Labour Organization in Canada, 1934 (Ottawa: King's Printer, 1935), p. 197.

<sup>18</sup>Public Archives of Canada (PAC), Canada, Department of Labour Records on the Estevan-Bienfait Coalminers' Strikes 1932, Vol. 350, File 14, A. Peattie to Deputy Minister of Labour (Federal), March 3, 1932.

<sup>19</sup>Ibid., "Strike Sheet," February 24, 1932.

<sup>20</sup>Department of Railways, Labour and Industries, Fifth Annual Report (Regina: King's Printer, 1933), p. 7.

<sup>21</sup>Canadian Miner (Calgary), February 10, 1932, p. 1.

<sup>22</sup>Canada, Department of Labour Records on the Estevan-Bienfait Coalminers' Strikes 1932, Vol. 350, File 14, A. Peattie to Deputy Minister of Labour (Federal), March 3, 1932.



This was a drastic switch in Hamilton's attitude towards the Union. He had fought off the MWUC in the 1931 strike, and had signed the October 19-20 agreement to recognize only a pit committee. Why would he suddenly help the MWUC establish a closed shop within a mere day? It seems that Hamilton realized that the cost of disagreeing would have been too great for the Company. The Company's lignite production for the season had already been greatly reduced by the 1931 strike, and further delay as a result of another strike would have allowed the other Saskatchewan operators to take over its orders. Hamilton had also received a letter from T. Molloy advising him that the labour unrest in the coal mines was a result of the conflict between the radicals and the moderates for the control of the MWUC, and that he should refrain from "dismissing men, refusing to meet committees or any other act that might be regarded as an attack either on the men or on the union."<sup>23</sup> But most important, the closed shop would still not force Hamilton to formally recognize and bargain with the union. Hamilton, in other words, would be required, for the sake of expediency, to employ MWUC members.

The operators, nevertheless, were still trying to crush the MWUC, and regain their lost power by not upholding the October 19-20 agreement. Eastern Collieries had not yet dug a well to provide fresh drinking water.<sup>24</sup> The Company was not providing free tools for the miners' use.<sup>25</sup> The Company was also forcing its employees to work more than eight hours in a shift.<sup>26</sup> Western Dominion and Crescent Collieries failed to keep

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<sup>23</sup>T. Molloy claimed he had sent similar letters to all the operators. DNR, Coal Administration Branch, Mine Strikes and Disputes, T. Molloy to W. Lynd, February 26, 1932.

<sup>24</sup>Turgeon Coal Commission, Proceedings, Vol. 19, p. 76.

<sup>25</sup>Ibid., p. 11.

<sup>26</sup>Ibid., p. 73.

the working areas dry as they had agreed to. Crescent Collieries also failed to provide free tools and chalk to the miners.<sup>27</sup> The Company still maintained a bunkhouse despite its promise to eliminate it.<sup>28</sup> Bienfait Mines did not provide reduced charges for the use of electric lights, nor the materials to repair the company houses.<sup>29</sup>

The operators, to regain their lost power, were trying "to whittle away the rights of the other signatory to the agreement."<sup>30</sup> The operators were testing the exact nature of the obligations imposed and undertaken in the agreement. If these obligations could be reduced, then they would be able to regain what they had lost to the miners. W. Hamilton in particular was not only trying to reduce his obligations in the agreement, but also to break the closed shop provision introduced at his mine.

Hamilton was away in Winnipeg when his employees hired James McLean to be their checkweighman. McLean was hired because he was a MWUC member, even though he was not an employee of the mine, nor had the required three or more years experience as provided in the Mines Act, 1930.<sup>31</sup> According to Section 27.-(1): "The employees in any mine whose wages are regulated by the weight of the mineral recovered may, at their own cost, appoint one of their number (herein called a 'check-weigher') who shall be a practical working miner of at least three years' experience and resident in the province. . . ."<sup>32</sup> The Act also explained the job function of a

<sup>27</sup> Ibid., p. 111.

<sup>28</sup> Ibid., p. 8.

<sup>29</sup> Ibid., Vol. 15, pp. 195-214.

<sup>30</sup> J. C. Cameron and F. Young, The Status of Trade Unions in Canada (Kingston: Queen's University Press, 1960), p. 82.

<sup>31</sup> DNR, Coal Administration Branch, Mine Strikes and Disputes, RCMP Report Re: M. Day, A. Peattie, B. Peattie, J. Popof and H. Shykitka Industrial Disputes Investigation Act trial (hereinafter referred to as RCMP Report Re: M. Day et al IDI Act trial), February 25, 1932.

<sup>32</sup> The Revised Statutes of Saskatchewan 1930, Vol. III, p. 3089.

checkweigher:

27. (2) A check-weigher shall be granted every facility by the owner, agent or manager for checking, including facilities for examining and testing the weighing machine and checking the taring of the tubs and boxes when necessary; and also for counting boxes and tallies in order that the number of boxes, weights or quantities credited to each person may be ascertained. A shelter from the weather and a desk or table at which to write, shall be furnished him by the owner, agent or manager, and he shall have access to all parts of the bankhead necessary for the fulfilment of his duties.
28. The check-weigher shall not in any way impede, interrupt or interfere with the working of the mine, or interfere with the weighing, his duty being to check the weight only, and his absence shall not be a reason for interrupting or delaying the weighing.<sup>33</sup>

McLean carried out this function for eight days, and found that the miners were being docked from sixteen to eighteen percent of the contents of each car.<sup>34</sup>

Meanwhile, Hamilton had returned from Winnipeg and found out that McLean was not a qualified checkweighman.<sup>35</sup> He was also aware that McLean and the miners were sure to complain about the dockage on the mine cars. He also wanted to break the closed shop provision, and regain his lost power. For these reasons, Hamilton made preparations to have McLean discharged.

On February 22 at 8:30 A.M. Hamilton phoned Sergeant J. Molyneux of the RCMP detachment stationed at Estevan, and told him that he "was . . . firing a man and expected trouble."<sup>36</sup> Molyneux and Constable Steele

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<sup>33</sup> Ibid.

<sup>34</sup> Canada Department of Labour Records on the Estevan-Bienfait Coal-miners' Strikes 1932, Vol. 390, File 26, A. Peattie to Deputy Minister of Labour, March 7, 1932, p. 1; and Turgeon Coal Commission, Factum of D. A. McNiven, p. 15.

<sup>35</sup> Turgeon Coal Commission, Proceedings, Vol. 15, p. 595; and Vol. 7, pp. 14-22.

<sup>36</sup> DNR, Coal Administration Branch, Mine Strikes and Disputes, RCMP Report Re: James McLean, IDI Act, Section 60, February 24, 1932.

arrived at the mine at 9:45 A.M.<sup>37</sup> They met Hamilton at his office, and then all three proceeded to the tippie where McLean was working. Hamilton fired McLean, and ordered him off the property. McLean left without a protest so the RCMP officers returned to Estevan.<sup>38</sup>

At noon when the miners' committee—M. Day, A. Peattie, B. Peattie, J. Popof, and H. Shykitka—and thirty miners heard of McLean's discharge, a meeting was held in the company bunkhouse.<sup>39</sup> The miners decided that they would try to get McLean back by discussing his dismissal with Hamilton. Failing that they would call a strike. They allegedly tried to contact Hamilton, but he refused to meet with them, thus violating another provision in the agreement.<sup>40</sup> Hamilton, however, reported that he did not receive any notice that the committee wanted to discuss the issue.<sup>41</sup> W. Neblett, a pit boss, corroborated Hamilton's statement. For he testified that he asked the committee to discuss the issue with Hamilton, but "they said no, its up to him to see us."<sup>42</sup> The committee, in any event, called a strike. At 1:00 P.M. about seventy employees answered the call to strike.<sup>43</sup>

Hamilton contacted his lawyer for advice on what actions he should take. The lawyer explained that the miners were striking contrary to Sec-

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<sup>37</sup> Ibid., M. Day et al, IDI Act trial, March 1, 1932, p. 2.

<sup>38</sup> Ibid.

<sup>39</sup> Canada, Department of Labour Records on the Estevan-Bienfait Coal-miners' Strike 1932, Vol. 390, File 26, A. Peattie to Deputy Minister of Labour, March 7, 1932, p. 1.

<sup>40</sup> Labour Gazette, Vol. 32, April 1932, p. 397.

<sup>41</sup> DNR, Coal Administration Branch, Mine Strikes and Disputes, RCMP Report Re: M. Day et al, IDI Act trial, March 1, 1932, p. 2.

<sup>42</sup> Ibid.

<sup>43</sup> Canada, Department of Labour Records on the Estevan-Bienfait Coal-miners' Strikes 1932, Vol. 390, File 26, "Strike Sheet" Part I, March 6, 1932, and Part II, March 7, 1932.

tion 57 of the Industrial Disputes Investigation Act, which made it unlawful for a strike to commence prior to an application for a Board of Conciliation. Since no such application was made by the strikers, Hamilton lodged a complaint with the RCMP detachment in Estevan.<sup>44</sup>

On February 23 Sergeant Molyneux and Constable Steele arrived at the mine and arrested, on warrants sworn out by Hamilton, M. Day, A. Peattie, B. Peattie, J. Popof, and H. Shykitka.<sup>45</sup> The men were then taken to the Estevan jail. The next morning they appeared before Magistrate J. C. Martin, K.C. of Weyburn, but on application of their counsel the case was adjourned to February 27. Bail was fixed in each case at fifty dollars or two sureties of two hundred dollars.<sup>46</sup>

A general sympathetic strike threatened. On the morning of February 23, the miners at the National Mines held a meeting to determine whether or not they should stage a sympathetic strike for those striking at Crescent Collieries. A quarrel erupted among the miners concerning the control of the MWUC and the payment of union dues. A number of miners who did not belong to the MWUC argued that it was too radical under its present leadership, and would not join it. Consequently, twenty-five miners went on strike to protest against those who had not joined the MWUC and paid their dues.<sup>47</sup>

J. Anderson, the operator of National Mines, immediately entered negotiations with the strikers, because he, like the other operators, had received a letter from T. Molloy, advising him not to antagonise the

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<sup>44</sup>DNR, Coal Administration Branch, Mine Strikes and Disputes, RCMP Report Re: M. Day et al, IDI Act trial, March 1, 1932, p. 2.

<sup>45</sup>Canadian Miner, (Calgary), March 12, 1932, p. 3.

<sup>46</sup>Estevan Mercury, February 25, 1932, p. 1; and Saskatoon Star Phoenix, February 24, 1932, p. 3.

<sup>47</sup>Saskatchewan Department of Railways, Labour and Industries, Fifth Annual Report, 1932, p. 7.

MWUC members. The negotiations were short, and a mutually favourable agreement was concluded.<sup>48</sup> All the miners returned to work the next day.<sup>49</sup>

On February 23 the miners at Eastern Collieries and Bienfait Mines also held meetings concerning the possibility of a sympathetic strike, but their results were not the same as the National Mines' meeting. The miners at their respective meetings sympathized with the miners of Crescent Collieries, and voted to go on strike the following day.<sup>50</sup>

The MWUC radicals held a number of meetings, for the purpose of persuading the remaining miners in the coal field to join a sympathetic general strike.<sup>51</sup> Many of the miners, however, were not willing to go on strike, because an Estevan lawyer had advised them not to do so prior to a Board of Conciliation. Consequently, on February 26 a majority of the miners at Man. and Sask. Coal and Western Dominion voted not to join the strike.<sup>52</sup> The operators, the provincial government, and some of the miners regarded this result as a failure on the part of the MWUC radicals to maintain control of the local, and demonstrate union power.<sup>53</sup>

Labour solidarity was also weakening at Bienfait Mines and Eastern Collieries. On February 25 the strike committees at these two mines asked W. Heffernan, a Regina barrister, to negotiate a settlement of the dispute.<sup>54</sup> Heffernan accompanied by F. Cunningham, also a Regina barris-

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<sup>48</sup>Research has been unable to disclose the terms in the agreement.

<sup>49</sup>Estevan Mercury, February 25, 1932, p. 1.

<sup>50</sup>DNR, Coal Administration Branch, Mine Strikes and Disputes, Memo for Estevan Strike File, March 1, 1932.

<sup>51</sup>Ibid.

<sup>52</sup>Ibid.; and Winnipeg Free Press, February 27, 1932, p. 3.

<sup>53</sup>Regina Leader-Post, February 26, 1932, p. 1; and Winnipeg Free Press, February 27, 1932, p. 3.

<sup>54</sup>DNR, Coal Administration Branch, Mine Strikes and Disputes, W. Heffernan to T. Molloy, February 25, 1932.

ter, contacted T. Molloy and the operators of Bienfait Mines and Eastern Collieries on February 26.<sup>55</sup> After a brief discussion, the operators agreed to reinstate the miners.

All the miners at Bienfait Mines and Eastern Collieries reported for work on February 26.<sup>56</sup> Not all the miners, however, were reinstated. The operators, determined to crush the MWUC and what little union power the miners had, refused to rehire the active MWUC members and the pit committees. R. Hassard, manager of Bienfait Mines, refused to reinstate H. Hesketh, R. Carr, J. Buchinskey, J. Robinson, and J. Markoskey, because they were "thorough-going Communists. . . ."<sup>57</sup> The same plight happened to J. Klein, J. Stenen, A. Boruk, W. Choma, and J. Billis, all members of the pit committee at Eastern Collieries.<sup>58</sup>

Only the miners at Crescent Collieries were still on strike. The strike took an unexpected turn on February 26, when A. Peattie brought a charge, in the Police Court at Weyburn, against W. Hamilton alleging that he had unlawfully discharged a checkweighman appointed by the employees, without having first applied in writing to a district court judge for permission to do so.<sup>59</sup> According to Section 30 of The Mines Act:

The owner, agent or manager of a mine who desires the removal of a check-weigher on the grounds that he has impeded or interrupted the working of the mine or improperly interfered with the weighing or has otherwise misconducted himself, may complain in writing to a judge of the district court, who, if of the opinion that said complaint should be investigated, shall issue a summons to the check-weigher to appear at a time and place to be therein named.<sup>60</sup>

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<sup>55</sup> Ibid.

<sup>56</sup> Regina Leader-Post, February 26, 1932, p. 1.

<sup>57</sup> DNR, Coal Administration Branch, Mine Strikes and Disputes, Memorandum September 14, 1932, p. 2.

<sup>58</sup> Ibid.

<sup>59</sup> Saskatoon Star Phoenix, February 27, 1932, p. 3; and Winnipeg Free Press, February 27, 1932, p. 3.

<sup>60</sup> The Revised Statutes of Saskatchewan 1930, Vol. III, p. 3059.

Hamilton was arrested that night, but was immediately released on a cash bail of fifty dollars, and ordered to appear before Magistrate J. C. Martin, K.C. of Weyburn, on the morning of February 27.<sup>61</sup>

When Hamilton's trial began, it seemed predetermined that he would not be found guilty. The point at issue in his trial, according to the Labour Gazette, was the interpretation of the words "one of their number" in Section 27, subsection 1, of The Mines Act, 1930.<sup>62</sup> The miners' lawyer claimed that the Section permitted the miners to appoint any member of their union as checkweighman, even though he was not employed by the Company. Hamilton's lawyer argued that Hamilton had never employed J. McLean, and besides McLean did not have the three or more years' experience as a practical miner, thus he was not a checkweighman within the meaning of the Act. J. C. Martin was persuaded by this argument, and found Hamilton not guilty of violation of The Mines Act.<sup>63</sup> W. Heffernan, at the conclusion of the trial, declared that "The Mines Act is a piece of class legislation designed for the protection of the coal barons of this district."<sup>64</sup>

If Hamilton was not guilty of any violations, then the miners' committee at Crescent Collieries had to be. In their trial, J. C. Martin found M. Day, A. Peattie, B. Peattie, J. Popof, and H. Shykitka guilty of violating Section 57 of The Industrial Disputes Investigation Act. Martin imposed a fine in each case of twenty dollars and costs, or twenty-one days in jail.<sup>65</sup>

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<sup>61</sup> Saskatoon Star Phoenix, February 27, 1932, p. 3; and Winnipeg Free Press, February 27, 1932, p. 3.

<sup>62</sup> Labour Gazette, Vol. 32, April 1932, p. 473.

<sup>63</sup> Ibid.

<sup>64</sup> Estevan Mercury, March 10, 1932, p. 1.

<sup>65</sup> Labour Gazette, Vol. 32, April 1932, p. 390.



As a result of this ruling, and the defeat of the sympathy display, the miners called off the strike on March 2, and returned to work.<sup>66</sup> Hamilton, however, carried out a policy of discrimination similar to that adopted by Hassard and Wallace against their pit committees and those active in the MWUC.<sup>67</sup> This discrimination resulted in the breakup of the pit committees and the MWUC locals in March 1932.<sup>68</sup> The large operators had been successful in breaking the miners' union power. Some of the small operators,<sup>69</sup> however, probably recognized the SMWA until 1934, when it dissolved.

In conclusion, the three major issues of the 1932 strikes—the closed shop and the payment of dues, the dismissal of a checkweighman, and the sympathy demonstration—indicated that the power conflicts had changed from the 1931 strike. The January 28 and the February 23 strikes demonstrated the MWUC members' concern to enforce internal union discipline and the payment of union dues upon those who were recalcitrant. This was necessary for the establishment of collective action against the operators. The victory, however, was temporary. The MWUC suffered a disastrous setback when it chose to fight the dismissal of an unqualified checkweighman. Consequently, the operators, with the help of a court decision, were able to reduce significantly the power of the MWUC. The sympathy strike of February 24 was an attempt to express labour solidarity, for those miners striking because their checkweighman was dismissed. But the short-lived strike demonstrated the declining power of

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<sup>66</sup>Canada Department of Labour Records on the Estevan-Bienfait Coal-miners' Strikes 1932, Vol. 390, File 26, "Strike Sheet," April 16, 1932,

<sup>67</sup>Ibid.

<sup>68</sup>Twenty-Second Annual Report on Labour Organization in Canada, 1932, p. 122.

<sup>69</sup>Research has been unable to determine the mine or mines that recognized the SMWA.

the MWUC to persuade the miners to maintain labour solidarity. These power conflicts showed that the operators still had most of the power. Since there was no equal sharing of power between the operators and the miners, the labour relations remained 'poor' in the aftermath of the strikes.

## CHAPTER V

### INDUSTRIAL PEACE, 1932-1937?

In the aftermath of the 1931 and 1932 strikes, the labour relations were filled, for the most, with hatred, antagonism, bitterness, and distrust. One would expect that it would be impossible to have industrial peace. Yet there were, between 1932 and 1937, no major work disruptions of the kind which had characterized the Saskatchewan coal industry in 1931 and 1932. Before one can determine whether or not industrial peace existed in the Saskatchewan coal mines between 1932 and 1937, a definition of the term is needed.

C. Kerr defines industrial peace to mean "a continued state of mutually agreeable but noncollusive relations freely and amicably negotiated by parties of relatively equal strength."<sup>1</sup> This definition does not apply to the conditions in the Saskatchewan coal mines, because the miners did not have the same strength as the operators. The operators were successful in crushing the miners' attempts to gain relatively equal strength when the MWUC locals and the pit committees were dissolved in 1932. In doing this, the operators did not establish mutually agreeable relations.

G. C. Homans, however, uses the term industrial peace to designate a state of relative harmony and understanding between management and labour. For industrial harmony to exist, management and labour must, despite their differences of opinion, be willing to work together to in-

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<sup>1</sup>C. Kerr, op.cit., p. 121.

crease the effectiveness of the company in producing its product, and "to increase the human development and satisfactions of persons in the plant."<sup>2</sup> In other words, "Any attempt to conduct Industry along lines which assume other than mutual interests, or which presuppose other than honest purpose and intelligent cooperation," according to W. L. M. King, "must inevitably occasion injustice, and sooner or later lead to open discord and strife."<sup>3</sup>

Industrial peace, however, seems to be an ideal incapable of ever being fully attained.<sup>4</sup> P. H. Casselman believes the term is relative, and essentially means the absence of labour unrest. S. M. Jamieson defines labour unrest as a "state of potential conflict, a situation in which dissatisfaction, tension and hostility of a group, or groups, of workers towards employers, government, or other groups, including other workers, tend to generate conflict behaviour of one kind or another."<sup>5</sup> This would mean that industrial peace would be measured or determined from a reduction in conflict behaviour such as widespread tension and unrest, thefts of company property, sabotage, absenteeism, high labour turnover, and strikes and lockouts.<sup>6</sup>

Most of these conflict behaviour factors, however, are virtually impossible to identify and measure with any degree of accuracy for the Saskatchewan coal mines during the 1930s. Statistical data, which is

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<sup>2</sup>G. C. Homans, "Industrial Harmony as a Goal," Industrial Conflict, eds. A. Kornhauser, R. Dubin and A. Ross (New York: McGraw-Hill Ltd., 1954), p. 237.

<sup>3</sup>W. L. M. King, Industry and Humanity: A Study in the Principles Underlying Industrial Reconstruction (Toronto: University of Toronto Press, 1973, reprint of 1918 edition), p. 132.

<sup>4</sup>P. H. Casselman, op.cit., p. 196.

<sup>5</sup>S. M. Jamieson, op.cit., p. 13.

<sup>6</sup>Ibid., p. 12; and E. P. Kelsall, "The Way to Industrial Peace," The Journal of Industrial Relations, Vol. 16, June 1974, p. 108.

far from ideal, only exists for the labour turnover, the absenteeism, and the strikes and lockouts in the Saskatchewan coal mines during the 1930s.<sup>7</sup> The labour turnover in the mines was apparently high during the 1930s. Table 5.1 clearly shows that the number of employed mineworkers varied greatly from month to month, with November and December having the most, and June and July the least; and from year to year, with 1933 having the most and 1930 the least.

These fluctuations were a result of the voluntary quit rates reflecting job dissatisfaction, the seasonal nature of the industry, and the operations of the companies. High voluntary quit rates would probably not exist in the coal mines, because of the high unemployment and the scarcity of jobs caused by the depression. The seasonal nature of the industry, however, would probably account for the largest percentage of the labour turnover. Most of the miners would be employed during the winter months when there was a great demand for coal, but as soon as the weather became warmer, they would be gradually laid off until a minimum crew was left for the summer months. This process would be reversed as soon as the weather became colder. A lesser percentage was probably a result of the nature of the operations. According to J. E. L. Graham, chairman of the Royal Commission on the Coal Industry of Saskatchewan 1949, relatively unskilled labour could be used to a greater extent in strip mining, causing a higher labour turnover, than in deep seam mining where skilled miners were required.<sup>8</sup> Many of the jobs at a mine involved 'outside' contract work, for example, to construct a road

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<sup>7</sup>Research has been unable to disclose any evidence for thefts of company property or sabotage, but there is a limited amount of non-quantitative data on what appears to be widespread tension and unrest in the Saskatchewan coal mines.

<sup>8</sup>Graham Commission, Report, p. 25.

Table 5.1 Wage Earners Employed By Months In Saskatchewan Coal Mines, 1930-1939.

MONTH	Number of Wage Earners									
	1930	1931	1932	1933	1934	1935	1936	1937	1938	1939
January	723	672	872	1,212	1,273	1,152	1,115	1,110	1,110	1,128
February	631	613	843	1,159	1,144	1,008	1,110	1,025	1,049	1,088
March	521	545	715	842	909	834	827	768	758	915
April	364	381	504	462	507	556	554	588	528	379
May	338	321	359	414	408	443	409	507	439	255
June	312	295	310	390	390	425	393	480	428	304
July	329	317	428	348	399	401	393	492	503	301
August	382	345	462	505	507	455	574	591	538	338
September	545	420	770	1,067	1,094	823	1,103	1,148	846	591
October	777	772	1,143	1,521	1,408	1,220	1,332	1,361	1,278	993
November	740	908	1,302	1,427	1,319	1,273	1,216	1,253	1,391	815
December	<u>703</u>	<u>864</u>	<u>1,257</u>	<u>1,352</u>	<u>1,225</u>	<u>1,163</u>	<u>1,144</u>	<u>1,169</u>	<u>1,225</u>	<u>873</u>
Total Yearly Average Employed	529	538	748	891	882	813	847	874	841	667

Source: Canada, DBS, Coal Statistics For Canada, 1930-1939.

or to repair a building. A worker would be hired to do it, and once it was completed he would be discharged. Consequently, the labour turnover, even though it was high, did not cause a great deal of conflict behaviour in the mines.

The sketchy evidence on absenteeism also shows that there was little conflict behaviour in the coal mines. The only available evidence to indicate absenteeism was the percentage of coal production lost because of it. Table 5.2 clearly shows the percentage of production lost because of absenteeism in the Saskatchewan, Alberta, and British Columbia coal fields between 1930 and 1939. The Saskatchewan coal field was obviously

Table 5.2 Percentage Of Coal Production Lost  
Because Of Absenteeism, 1930-1939.

YEAR	Saskatchewan	Alberta	British Columbia
1930	-	0.2	0.5
1931	-	0.3	0.2
1932	-	0.2	0.2
1933	-	0.3	0.2
1934	-	0.1	0.2
1935	-	0.2	0.1
1936	-	0.3	0.1
1937	-	0.5	0.2
1938	-	0.6	0.1
1939	0.2	0.5	0.3

Source: Canada, DBS, Coal Statistics For Canada, 1930-1939.

not affected by absenteeism, because no production, except for 0.2 per cent in 1939, was lost because of it. Neither were the Alberta and British Columbia coal fields greatly affected by absenteeism. The depression had much to do with the result. It does not seem reasonable that a high absentee rate would exist during a period of high unemployment and job scarcity.

The most common expression of conflict behaviour is the strike or lockout. The Saskatchewan coal mines did not experience one single

strike or lockout between March 2, 1932 and November 10, 1937.<sup>9</sup> Other Canadian coal mines, however, experienced 129<sup>10</sup> disturbances between the end of 1932 and the beginning of 1938, as Table 5.3 shows.

Table 5.3 Strikes And Lockouts In Coal Mining  
In Canada, 1930-1939

YEAR	Number of Disputes	Workers Involved	Time Loss In Man Working Days
1930	15	6,228	24,183
1931	9	2,129	11,523
1932	33	8,540	132,766
1933	21	3,028	33,019
1934	26	11,461	91,459
1935	17	6,131	61,032
1936	22	8,655	56,766
1937	44	15,477	112,826
1938	25	5,054	21,366
1939	48	31,102	111,274

Source: Canada, DBS, The Canada Year Book 1940 (Ottawa: King's Printer, 1940), p. 782.

Thus the quantitative evidence on strikes and lockouts, absenteeism, and labour turnover indicates that industrial peace existed in the Saskatchewan coal mines between March 2, 1932 and November 10, 1937. Did industrial peace exist with what appeared to be tension and unrest among the miners? Did the Saskatchewan coal operators sincerely attempt to create conditions which would establish industrial peace, or did they set the seedbed for the growth of trade unionism and open industrial conflict?

In testimony before the Turgeon Coal Commission some of the miners claimed that the operators were making a sincere effort to establish industrial peace, and that labour relations were either good or satisfactory. For example, V. Clark, a digger,

<sup>9</sup>Saskatchewan, Department of Railways, Labour and Industries, Annual Reports 1932-1934; and Bureau of Labour and Public Welfare, Annual Reports 1935-1938.

<sup>10</sup>This excludes the one strike that occurred in Saskatchewan on November 10, 1937.



reported that the operators and the mineworkers had "a genial relationship."<sup>11</sup> Both the operators and the managers treated the mineworkers "A1".<sup>12</sup> G. Murray claimed that the labour relations at the Western Dominion were good because the mineworkers were always treated fairly.<sup>13</sup> He was asked if he found his "operator quite friendly and easy to get along with? A. Yes, get along fine together."<sup>14</sup> G. Wilkinson supported Murray's statement by testifying that management, since the signing of the October 19-20 agreement, had always been willing to meet the miners and "discuss any matter that came up."<sup>15</sup> G. Smith, a digger at Eastern Collieries, was asked if "The relationship between the company and the men has been rather pleasant? A. Good, yes."<sup>16</sup>

The labour relations, despite these claims, were still not satisfactory, because most of the operators refused to recognize the pit committees,<sup>17</sup> and uphold the provisions in the October 19-20 agreement. Eastern Collieries, for instance, was supposed to have 'good' labour relations, yet it still did not have a pit committee, and failed to uphold the provisions for the miners' use of free tools<sup>18</sup> and the eight hour day. In March 1932 management had posted the following notice:

Until present rush is over and to help preserve our natural markets from being flooded by Alberta coal, starting today—this mine will operate nine hours per day—starting at 8 a.m., and asks for the full cooperation of our employees.

The Management.<sup>19</sup>

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<sup>11</sup> Turgeon Coal Commission, Proceedings, Vol. 20, p. 52.

<sup>12</sup> Ibid.

<sup>13</sup> Ibid., p. 24.

<sup>14</sup> Ibid.

<sup>15</sup> Ibid., Vol. 19, p. 144.

<sup>16</sup> Ibid., p. 99.

<sup>17</sup> Turgeon Coal Commission, Factum of D. A. McNiven, p. 22.

<sup>18</sup> Turgeon Coal Commission, Proceedings, Vol. 19, p. 75.

<sup>19</sup> Canadian Miner (Calgary), March 12, 1932, p. 3.

A miner tore down the notice, because management had not discussed the change in hours with the miners. Management posted another notice offering a twenty-five dollar reward for information as to 'who had the audacity to tear down a notice posted by the Management. . . .'<sup>20</sup>

Crescent Collieries and Western Dominion were still not keeping the working areas dry.<sup>21</sup> The miners, even those at Western Dominion who were paid to remove the water, complained that they lost money when they were not actually mining coal. Crescent Collieries also failed to provide a washhouse as agreed to in the agreement.<sup>22</sup> The Crescent miners also had a grievance about their wages not being paid every fifteen days as provided for in The Coal Miners' Safety and Welfare Act, 1932.<sup>23</sup>

The crux of the discontent was the wages that the miners were receiving.<sup>24</sup> If anything would create discontent among the miners it would be a wage cut that would worsen their living conditions. "The cautious man who will take no risk to add to his wages," according to E. Welbourne, "will fight the hardest to maintain them."<sup>25</sup> The operators, even though they were incurring losses (see Table 1.14), created further discontent when they posted the following notice:

Owing to the very low average sales price of our coal, and to the very destructive business practices within the Saskatchewan field, the Bienfait Deep Seam Mines are compelled to reduce wage schedules 15 per cent effective November 1, 1934.

We may be forced to make a further substantial reduction in December in order to retain our market, meet our pay-rolls

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<sup>20</sup> Ibid.

<sup>21</sup> Turgeon Coal Commission, Proceedings, Vol. 19, pp. 15, 126.

<sup>22</sup> Ibid., p. 11.

<sup>23</sup> DNR, Coal Administration Branch, General Correspondence, a Crescent miner(?) to Minister of Mines, July 13, 1936.

<sup>24</sup> Turgeon Coal Commission, Report, p. 25.

<sup>25</sup> E. Welbourne, The Miners' Unions of Northumberland and Durham (Cambridge, 1923), p. 61, cited in H. B. Davis, op.cit., p. 211.

and give employment throughout the season to the same number of men as were engaged last year.

We regret very much that this action is forced upon us by trade conditions over which we have no control.

October 22, 1934

THE EASTERN COLLIERIES,  
THE CRESCENT COLLIERIES,  
BIENFAIT MINES LIMITED,  
MAN. & SASK. COAL COMPANY,  
WESTERN DOMINION COLLIERIES LTD.<sup>26</sup>

The miners saw this attempt to cut wages as "a policy of deliberately provoking a strike."<sup>27</sup> They emphatically protested against any such reduction, and entirely disagreed with the reasons given. The miners were willing to provide lignite for the consumer at a price based on heat value in competition with other fuels, and give a fair return on actual capital invested, as long as they had a wage which would insure them and their families an improved standard of living throughout the year.<sup>28</sup> The miners were certainly prepared to go on strike if their wages were cut.

The Saskatchewan Government, fearing that a strike would break out over the proposed wage cuts, asked the operators to delay any such action pending the investigation of a Commission. Accordingly, the Royal Commission on the Coal Mining Industry in the Province of Saskatchewan, 1934 was appointed by Order-in-Council on October 29, 1934. W. F. A. Turgeon was appointed Commissioner to inquire into all matters having to do with the Saskatchewan coal industry, including market conditions, alleged unfair business practices, coal prices, working and living conditions, and wage rates. He was also to make recommendations as to what action, if any, should be taken, by legislation or otherwise, to improve both the

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<sup>26</sup>Turgeon Coal Commission, Proceedings, Vol. 1, p. 19; and Report, p. 4.

<sup>27</sup>The Worker (Toronto), December 1, 1934, p. 3.

<sup>28</sup>Turgeon Coal Commission, Report, p. 4.

conditions of the workers and the operations of the industry.<sup>29</sup> On the same day, as a result, the Group operators posted a further notice:

At the request of the Provincial Government we are deferring any reduction in wages. The Government has appointed a Commission to investigate.<sup>30</sup>

Turgeon, after completing his massive investigation, came to the conclusion that the economic conditions were extremely poor among the different classes of operators; that even though living and working conditions had improved since 1931 they were still not satisfactory from the miners' viewpoint; that the attempt at wage reductions had created discontent among the miners; and unless something was done to establish harmonious conditions, conflict and labour unrest would prevail.<sup>31</sup>

Turgeon, however, did not make any recommendations to prevent the conflict and labour unrest. Numerous recommendations were put forth by the Counsel for the Commission, D. A. McNiven and J. A. Cross, and the Counsel for the Group mines, B. D. Hogarth and W. W. Lynd. D. A. McNiven made twenty-nine recommendations for the improvement of wages and working conditions, and the establishment of such legislation as The Coal Miners' Wages Securities Act of Alberta.<sup>32</sup> But the most salient recommendation was that the miners should have the right to organize and to engage in compulsory collective bargaining. J. A. Cross, on the other hand, listed thirteen recommendations concerned with the administrative and economic conditions of the industry.<sup>33</sup> B. D. Hogarth and W. W. Lynd formulated twelve recommendations for the controlling of prices and the

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<sup>29</sup> Ibid., p. 3.

<sup>30</sup> Ibid., p. 4.

<sup>31</sup> Ibid., pp. 25, 35.

<sup>32</sup> See Appendix III for a copy of the Recommendations of D. A. McNiven.

<sup>33</sup> See Appendix IV for a copy of the Recommendations of J. A. Cross.

licensing of all coal mines.<sup>34</sup>

As a result of all these recommendations, Bill No. 8, a repeal of The Coal Mines Licensing and Regulations Act, 1934, was introduced in the Saskatchewan Legislature on February 13, 1935.<sup>35</sup> The Bill was read for the second time on February 15, and referred to a Committee of the Whole. After a few minor amendments, the Bill was read for a third time and passed on February 20. Royal Assent was granted on the following day, and The Coal Mining Industry Act became effective.<sup>36</sup>

The Act did not provide for all the recommendations, but it did give the Minister of Natural Resources a large measure of control over the industry, for the purpose of stabilizing it, effecting the orderly production and marketing of coal, promoting industrial peace or harmony between the operators and the miners, providing for the fixing of a minimum wage to all classes of employees, and assisting all concerned in the formulation of codes or other measures intended to remedy defective conditions.<sup>37</sup> The Act, however, had two major shortcomings. First, the Saskatchewan Government would have no jurisdiction to control the Manitoba market, which consumed nearly half of the coal produced in Saskatchewan. Second, even though the Act made provision "to promote the formation of associations of operators or employees,"<sup>38</sup> it was not the same as allowing the miners to organize a union of their own choosing, and engage in compulsory collective bargaining. The miners' problems, in other words,

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<sup>34</sup>See Appendix V for a copy of the Recommendations of B. D. Hogarth and W. W. Lynd.

<sup>35</sup>Saskatchewan, Legislative Assembly, Journals 1935 (Regina: King's Printer, 1935), p. 91.

<sup>36</sup>Ibid., p. 120.

<sup>37</sup>The Statutes of the Province of Saskatchewan 1934-35 (Regina: King's Printer, 1935), pp. 527-531.

<sup>38</sup>Ibid., p. 528.

could not be solved by legislation which was designed essentially to improve the economic conditions of the Saskatchewan coal industry by licensing mines and stabilizing coal prices.

Unionization was the solution. A. E. Grauer believed that it would be much simpler for a competent union than the government "to ensure that workers' rights . . . [were] observed."<sup>39</sup> A union under reasonable leadership and direction would stabilize the industry, and would create better labour relations.<sup>40</sup> A union would also be a more effective means than legislation, for solving difficulties that arise from day to day, and removing the discontent that was common to most of the mines.<sup>41</sup>

From the operators' point of view there was no such obvious need for a union. The operators, like most employers, were against unions, and did not regard them as necessary for industry stabilization. "Unionization," moreover, "brings only added costs and interferences in the realm of management."<sup>42</sup>

The miners without an effective union lacked the power to control their conditions. Sixty miners in the Roche Percee district, consequently, made another attempt at unionization in December 1934, when they organized a local of the MWUC.<sup>43</sup> They tried to persuade the Estevan-Bienfait miners to take their lead, and prepare the union for "a determined stand in 1935 against the growing greed and insane driving of the mine operators."<sup>44</sup>

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<sup>39</sup>A. E. Grauer, Labour Legislation: A Study Prepared for the Royal Commission on Dominion-Provincial Relations (Ottawa: Kings' Printer, 1939), p. 91.

<sup>40</sup>Turgeon Coal Commission, Factum of D. A. McNiven, p. 22.

<sup>41</sup>Ibid.

<sup>42</sup>H. A. Logan, "Trends in Collective Bargaining: A Study in Causal Analysis," Readings in Canadian Labour Economics, ed. A. Kovacs (Toronto: McGraw-Hill Ltd., 1961), p. 175.

<sup>43</sup>The Worker (Toronto), March 2, 1935, p. 3.

<sup>44</sup>Ibid.

This stand would be based on the following demands:

1. Against wage cuts and for the 1931 wage scale.
2. Against discrimination and intimidation for those miners taking a leading part in union activities.
3. For sanitary conditions in the mines and houses; for wash houses and freedom for the miners to deal wherever they wish.
4. For a revision of the Compensation Act so that an injured miner may receive full compensation for the accident instead of 66 2/3 percent.
5. Revision of the Mines Act so that a miner undergo a complete test for miners' certificate instead of granting one to anybody who can pay the fee.
6. Against speed-ups which for the last three years have caused about 12 deaths and 80 accidents.
7. The right of the miners to organize into a union of their own choice.<sup>45</sup>

The majority of the Saskatchewan coal miners, however, did not rejoin the MWUC because they were disillusioned with it. The MWUC had failed to achieve all of the miners' demands in the 1931 and 1932 strikes. Consequently, even though the MWUC continued to send organizers in to the Saskatchewan coal field, they did nothing more than hold "secrete meetings at Estevan and Bienfait."<sup>46</sup> The MWUC was thus unable to provide effective leadership for the Saskatchewan miners.

Since the miners lacked effective leadership, they did not attempt any major strikes. There occurred, however, at 7:00 A.M. on November 10, 1937, a very minor strike, for the reinstatement of a dismissed miner.<sup>47</sup> D. Bozak, operator of the North West Mine, had dismissed

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<sup>45</sup> Ibid.

<sup>46</sup> DNR, Coal Administration Branch, Miscellaneous, H. D. Bishop, Coal Administrator to T. C. Davis, Acting Minister of Natural Resources, September 22, 1937.

<sup>47</sup> Canada, Department of Labour Records on the Estevan-Bienfait Coal-miners' Strikes 1937, Vol. 393, File 356, "Strike Sheet," Part 1, November 25, 1937.

W. Choma, because he left his work place before timbering it, thus allowing the roof to collapse. Choma claimed that he was sick and had to leave the work place. Bozak, however, did not believe him, and would not change his decision. Six miners believed this was an unjust action, and consequently staged a 'stay-down' strike—the first coal strike of this nature.<sup>48</sup>

The strikers demanded the reinstatement of Choma before they would return to the surface. Bozak agreed to reinstate him, but would only take back five of the strikers.<sup>49</sup> The strikers had to accept this arrangement, because one of them had become very ill. Consequently, the strikers returned to the surface at 3:00 P.M. on November 11, but did not resume work until November 15.<sup>50</sup> The strike was an indication that unionization would be the most suitable means for alleviating the miners' problems.

In conclusion, even though the labour relations remained strained between 1932 and 1937, the miners did not go on strike, except for a very minor dispute on November 10, 1937. The miners, however, were prepared to strike in 1934, when the operators attempted to implement wage cuts. Strike action was prevented when the government intervened with the appointment of Turgeon's Coal Commission. The legislation that resulted from the recommendations, however, did not alleviate the miners' grievances. Even some of the operators were aware of this. J. Parkinson of the Valley Coal Mine warned the operators that "there is a great deal of dissatisfaction among employees in the mine field and unless something is done to better conditions for the miners there is to be, very soon,

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<sup>48</sup> Regina Leader-Post, November 13, 1937, p. 1.

<sup>49</sup> Labour Gazette, Vol. 37, December 1937, p. 1322.

<sup>50</sup> Ibid.



another serious labour disturbance."<sup>51</sup> The strikes of 1938 and 1939 proved this warning right.

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<sup>51</sup>DNR, Coal Administration Branch, Minutes of April 27, 1938, Meeting of the Operators, Brief of J. Parkinson, p. 6.

## CHAPTER VI

### UNION RECOGNITION AND JURISDICTIONAL DISPUTES:

#### 1938 AND 1939

The 1938 and 1939 strikes were concerned with the recognition of the UMWA, and the rivalry between it and the Saskatchewan Coal Miners Union (SCMU) to represent the miners in collective bargaining. Much time and effort was spent in these power conflicts until an agreement, which recognized a union and improved the miners' wages and working conditions, was finally reached.

Unionization became easier with the passage of new labour legislation. In 1935 The National Labor Relations Act, or Wagner Act, was passed by the United States Congress to replace Section 7a of The National Industrial Recovery Act, 1933, which had been ruled unconstitutional, and also had not proved to be very effective in solving recognition and jurisdictional disputes. The Wagner Act was designed to solve recognition and jurisdictional disputes by establishing a unit appropriate for bargaining, the majority principle, non-interference of the employer in union affairs, and the obligation to bargain in 'good' faith.<sup>1</sup> Canadian authorities did not adopt the principles of the Wagner Act immediately, but in 1937 and 1938 a number of provinces moved cautiously in that direction.<sup>2</sup>

On January 28, 1938 Bill No. 22, which would grant the full right of labour organization and the principle of collective bargaining, was

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<sup>1</sup> H. D. Woods, Labour Policy in Canada, pp. 81-82.

<sup>2</sup> J. C. Cameron and F. J. Young, op.cit., p. 56.

introduced in the Saskatchewan Legislature. The bill incorporated some of the features of the Wagner Act, the Manitoba Strikes and Lockouts Prevention Act, the Alberta Industrial Conciliation and Arbitration Act, the British Columbia Industrial Conciliation and Arbitration Act, and the 1936 Trades and Labour Congress draft bill, demanding the recognition of trade unions and collective bargaining.<sup>3</sup> Bill No. 22 was read for the second time on February 16, and referred to a Committee of the Whole. The Committee amended the bill, and then read it for the third time and passed it on March 23, 1938.<sup>4</sup> Royal Assent was granted on the same day and The Freedom of Trade Union Association Act became effective.<sup>5</sup>

The Freedom of Trade Union Association Act made it lawful for employees to form trade unions, and to bargain collectively with their employers through the officers of the union, and unlawful for the employer to impose any restriction on these rights when employing workers. It did not, however, impose either union recognition or compulsory collective bargaining on the employer. But a penalty was provided for any attempt on the part of the employer to prevent a worker from joining a union through dismissal or threat of dismissal. It also required unions to file with the Minister of Labour a copy of their constitutions, bylaws, a list of their officers, and a statement of the number of their members.<sup>6</sup>

This Act made it lawful for the Saskatchewan coal miners to organize a union. Surprisingly, it was not the miners who made the first move to organize. In February 1938 Rev. S. B. East of Regina, appalled at the

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<sup>3</sup>Regina Leader-Post, January 25, 1938, p. 1.

<sup>4</sup>Saskatchewan, Legislative Assembly, Journals 1938 (Regina: King's Printer, 1938), p. 145.

<sup>5</sup>Ibid., p. 147.

<sup>6</sup>Statutes of the Province of Saskatchewan, 1938 (Regina: King's Printer, 1938), pp. 576-577.

mineworkers' working and living conditions (see Chapter 11), asked J. Chambers, secretary of the Regina Trades and Labour Council, to send an organizer into the coal mines.<sup>7</sup> Chambers was unable to send an organizer because there were insufficient funds to do so. But, he wrote to the Calgary office of the UMWA District 18 "requesting them to send a competent organizer into the Estevan-Bienfait area."<sup>8</sup> R. Livett, president of UMWA District 18, however, was unable to send J. Stokaluk until August 20,<sup>9</sup> because the Union was "tied up . . . with the negotiation of new contracts. . . ."<sup>10</sup>

When Stokaluk arrived, he commenced signing up members. Within a week a majority of the miners were signed, and Local No. 7606 of the UMWA District 18 was granted a charter.<sup>11</sup> At a meeting on September 11, the following officers were elected: V. Clark, president; D. Moar, vice-president; G. Carr, financial secretary; J. McDonald, recording secretary; and the Wage Scale Committee: G. Brown, B. Blomberg, R. Cosgrove, J. Watchman, E. North, B. Thomas, and M. Mozell.<sup>12</sup> The Committee then proceeded to prepare proposals to negotiate with the operators.

Meanwhile, the Saskatchewan Coal Miners Union, formed in 1938, commenced organizing the miners.<sup>13</sup> On September 18 seventy-three miners, at a meeting in the Taylorton Community Hall, voted to join

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<sup>7</sup>AS, Regina Trades and Labour Council (hereinafter referred to as Regina TLC) General Correspondence 1938, Rev. S. B. East to J. Chambers, February 15, 1938.

<sup>8</sup>Ibid., J. Chambers to Rev. S. B. East, February 16, 1938.

<sup>9</sup>Graham Commission, Exhibit No. 77, J. Stokaluk, p. 173.

<sup>10</sup>Regina TLC General Correspondence 1938, R. Livett to J. Chambers, February 18, 1938.

<sup>11</sup>Twenty-Eighth Annual Report on Labour Organization in Canada, 1938 (Ottawa: King's Printer, 1939), p. 230.

<sup>12</sup>Estevan Mercury, September 15, 1938, p. 1.

<sup>13</sup>Graham Commission, Exhibit No. 75, Supplementary Brief of SCMU, p. 2.

the SCMU.<sup>14</sup> The following officers were then elected: F. Peverceille, president; J. Pryznski, vice-president; J. W. Cook, secretary-treasurer; and the Wage Scale Committee: F. Lees, A. Turner, A. Potoma, J. Stepanski, A. Ostepchuk, E. Lees, and L. Graham.<sup>15</sup> The new members expressed a desire to affiliate with the Canadian Federation of Labour (CFL),<sup>16</sup> because the UMWA and the Regina TLC were calling the SCMU a company union.<sup>17</sup> F. Pevercelle, therefore, sent a letter to the CFL headquarters in Ottawa requesting an organizer.

J. McKinlay, vice-president of the CFL, sent three organizers — J. Millar, A. Maynard, and Mrs. I. Patton<sup>18</sup> — to the Saskatchewan coal mines in late September. While Maynard and Patton visited some of the larger mines to persuade the miners to join the SCMU and the CFL, J. Millar attended a meeting of the new SCMU members on September 26. Millar briefly explained that the CFL would promote the interests of its membership unions by:

- a) The organization of the workers in autonomous bodies for economic action i.e., organization on the industrial field.
- b) Furthering such legislation as shall be of immediate benefit to the workers, and which may serve to improve their economic position.<sup>19</sup>

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<sup>14</sup>Minority Report July 10, 1939, Labour Gazette, Vol. 39, August 1939, p. 788.

<sup>15</sup>Estevan Mercury, September 29, 1938, p. 1.

<sup>16</sup>The CFL had been organized in September 1902, and was first known as the National Trades and Labour Congress. Its function was to oppose the AFL unions as much as possible, while promoting Canadian national unions. The CFL functioned as a national organization until 1927, when it merged with the ACCL. It remained in the ACCL until 1937, when it once more became a separate national organization. See H. A. Logan, Trade Unions in Canada, p. 370.

<sup>17</sup>Regina TLC General Correspondence, 1938, J. Chambers Memo, October 17, 1938, pp. 1-2.

<sup>18</sup>According to the secretary of the Hotel, Restaurant Employees and Bartender International Union of Toronto, Patton was a notorious strike-breaker. See Ibid., p. 1.

<sup>19</sup>Twenty-Seventh Annual Report on Labour Organization in Canada, 1937 (Ottawa: King's Printer, 1938), p. 27.

The miners accepted the explanation, and unanimously voted to affiliate with the CFL.<sup>20</sup>

Meanwhile, the UMWA Wage-Scale Committee had completed drawing up its proposals, and on September 22 had sent out letters to Jenish Brothers Mine and Tisdale Mine in the Estevan area; Wilson Coal Co., Baniulis Brothers, Bienfait Mines, D. Bozak Mine, W. Stefuik Mine, Eastern Collieries, and High Test Lignite Co. in the Bienfait area; H. E. Poage Mine in the Roche Percee area; Western Dominion, H. Banks, Man. and Sask. Coal Co., and M. Rohatyn Mine in the Taylorton area; and the Banks and Closier Mine and Prospect Mine in the Pinto area. The Wage-Scale Committee claimed that the UMWA had signed up all their employees, and that their representatives desired that they attend a meeting at the Estevan Town Hall on September 28, to discuss the following demands:

1. That recognition of the Union Check-Off and Close-Shop be granted.
2. That the eight-hour day be adhered to from bank to bank.
3. That the machine-men wages be raised to \$6 per day.
4. That the miners and loaders wages be raised to \$4.75 per day.
5. That all other rates for common labor be raised to \$4.50 per day.
6. That all contract rates be increased in proportion to the increase in the day rates.
7. That the inequalities now existing, also conditions requiring to be adjusted be considered in joint conference with a view to bringing about an amicable settlement to the end of consummating a uniform contract for the mines you represent.<sup>21</sup>

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<sup>20</sup> Minority Report July 10, 1939, Labour Gazette, Vol. 39, August 1939, p. 789.

<sup>21</sup> UMWA Correspondence, Estevan Mine Dispute 1938-40, J. Stokaluk, V. E. Clark, J. McDonald to Representatives of the Coal Operating Companies of Estevan-Bienfait District, Saskatchewan, September 28, 1938; and AS, Department of Labour, Deputy Minister's Office, Estevan-Bienfait Coal Mines: General File, September 1938-October 1944, V. Clark, J. McDonald, and J. Stokaluk, September 28, 1938.

Most of the operators ignored the letters, but A. Turner, general manager of Western Dominion, sent a letter to Stokaluk on September 28, claiming that he would recognize the SCMU, and that all employees would be required to become members.<sup>22</sup> A. Turner and A. Wilson, general manager of Bienfait Mines No. 2, realized that the UMWA was much more powerful than the SCMU, and it would be to their advantage to recognize the weakest union. On September 28 Turner and Wilson entered negotiations with F. Pevercelle and J. Cook of the SCMU and I. Patton and A. Maynard of the CFL, and agreed to recognize the SCMU(CFL), establish a closed shop with a checkoff, observe the provisions of The Coal Miners Safety and Welfare Act, and provide a small increase in the wage rates. Wilson signed the agreement with the SCMU and the CFL,<sup>23</sup> but Turner did not sign until October 8,<sup>24</sup> because a few more meetings were needed to discuss certain points. In the meantime, to assure the union that he recognized it, he posted the following notice:

To the employees of the  
Western Dominion Coal Mines Ltd.

Notice is hereby given that the Saskatchewan [Coal] Mine Workers Union, which is affiliated with the Canadian Federation of Labour of Ottawa, Canada, has now been recognized by the Company and that our agreement with the [Union] provides that all employees are required to be members of the Saskatchewan [Coal] Mine Workers Union.

The Union has intimated to the Company that it will give the Company only until October the first to imple-

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<sup>22</sup>UMWA Correspondence, Estevan Mine Dispute 1938-40, A. Turner to J. Stokaluk, September 28, 1938.

<sup>23</sup>The agreement was to be effective from August 1, 1938 to July 31, 1940. W. F. Kerr Papers, Ministers' Memorandums 1938-40 File, Agreement between SCMU and Bienfait Mines No. 2, September 28, 1938.

<sup>24</sup>The agreement was to be effective from July 1, 1938 to June 30, 1940. UMWA Correspondence, Estevan Mine Dispute 1938-40, Agreement between SCMU and Western Dominion Coal Mines, October 3, 1938.

ment the provisions of the agreement. We are accordingly advising our employees. So that they may be fully informed of the necessity of the Company to carry out the terms of the agreement with the Union.

Western Dominion Coal Mines  
September 28, 1938.

(signed) A. Turner  
E. Pierce<sup>25</sup>

On October 1 when six or seven miners, who were UMWA members, reported for work at Western Dominion, they were asked to show their SCMU membership card. Since they did not have one, they were refused the right to work.<sup>26</sup> As a result of this discrimination, a UMWA committee met with A. Turner. Turner claimed that the men would be allowed to work as soon as they joined the SCMU. This was not what the UMWA wanted to hear.

Consequently, on the same day, the UMWA committee met with T. C. Davis, Attorney-General, to see if he could settle what appeared to be a jurisdictional dispute, i.e. two or more unions seeking to obtain the right to represent a group of workers.<sup>27</sup> The Committee argued that Western Dominion was discriminating against UMWA members, and forcing them to join the SCMU. The Government should therefore hold a plebiscite to allow all the Saskatchewan miners to vote on the union of their choice. The union receiving the majority vote would then be given the exclusive right to organize the field.<sup>28</sup> Davis refused the request, because the Government did not have the authority to conduct such a plebiscite, and

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<sup>25</sup>Department of Labour, Deputy Minister's Office Estevan-Bienfait Coal Mines: General File, September 1938-October 1944.

<sup>26</sup>Regina Leader-Post, October 3, 1938, p. 1.

<sup>27</sup>H. Woods, "Canadian Collective Bargaining and Dispute Settlement Policy: An Appraisal," Canadian Journal of Economics and Political Science, Vol. 21, no. 4, 1955, p. 448.

<sup>28</sup>Regina Leader-Post, October 1, 1938, p. 3; and Saskatoon Star Phoenix, October 3, 1938, p. 1.



even if it did, it had no authority to enforce a majority decision of the miners. Moreover, organized labour all across Canada would be opposed to such a principle, for all unions had the right to organize and to collective bargaining.<sup>29</sup> The Committee responded that it would make its demands upon the operators, but if they refused to accept them, then a strike would be called.<sup>30</sup> Davis warned them that the government would "come into the picture to prevent any break of the law and to prevent the use of violence."<sup>31</sup>

The UMWA delegates, consequently, asked the operators to meet and negotiate an agreement. The operators, however, refused to do so. For at a meeting on October 2, they had passed a resolution that they would not recognize the UMWA, and if any union was to be recognized it would be the SCMU(CFL).<sup>32</sup> As a result of the operators' refusal to negotiate with the UMWA, and the Government's refusal to settle the jurisdictional dispute, the UMWA officials called out the miners at Western Dominion on October 3.<sup>33</sup>

A picket line was formed at Western Dominion. To strengthen the picketing, and to prevent the Bienfait Mine No. 1 from filling Western Dominion coal orders, the UMWA officials called out the miners at Bienfait Mine No. 1 on October 7.<sup>34</sup> The UMWA officials also invited the operators to a conference on October 11, for the purpose of negotiating an agreement for union recognition and better wages and working conditions.<sup>35</sup>

<sup>29</sup> Ibid.

<sup>30</sup> Ibid.

<sup>31</sup> Ibid.

<sup>32</sup> Canadian Labour Herald (Vancouver), Vol. 2, No. 2, November 1938, p. 1.

<sup>33</sup> Estevan Mercury, October 6, 1938, p. 8.

<sup>34</sup> Labour Gazette, Vol. 38, November 1938, p. 1219.

<sup>35</sup> Regina Leader-Post, October 6, 1938, p. 2.

A general strike would be called if the operators refused to meet.

The strike at Western Dominion seemed to be growing weaker when about eighty miners told Patton, Maynard, and Mr. Prescott, a Western Dominion manager, that they were prepared to return to work on October 10.<sup>36</sup> On October 8 Patton, Maynard, and Prescott, believing that the strikers would use violence to prevent the SCMU members from returning to work, asked T. C. Davis to provide police protection.<sup>37</sup> Davis, however, refused to interfere by sending police unless definite signs of violence were in evidence.<sup>38</sup> The SCMU members were not satisfied with this answer, and consequently met with Premier W. J. Patterson, T. C. Davis, and R. Parker, Minister of Labour and Public Welfare. After a long discussion, Patterson assured them that protection would be provided, and he would also meet with the UMWA and the operators to settle the dispute.<sup>39</sup>

On October 12 a UMWA delegation told Patterson that a general meeting of the members was scheduled for that night, and it was expected that a general strike would be called, because the large operators had not attended the October 11 meeting.<sup>40</sup> But they would recommend at the meeting that further action be postponed if the Government and the oper-

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<sup>36</sup>Department of Labour Deputy Minister's Office, Estevan-Bienfait Coal Mines: General File, September 1938-October 1944, T. Molloy Memo Strike-Taylorlorton, October 8, 1938.

<sup>37</sup>Ibid.

<sup>38</sup>Canada, Department of Labour Records on the Estevan-Bienfait Coal-miners' Strikes 1938, Vol. 399, File 154, F. Harrison to W. M. Dickson, October 24, 1938, p. 1.

<sup>39</sup>Ibid.

<sup>40</sup>Only fifteen of the small mine operators attended the meeting and agreed to recognize the UMWA and introduce better wages and working conditions. The fifteen mines that signed were: Tisdale Mine, Jenish Brothers, Nicholson, J. Parkinson, and J. Olshanski in the Estevan area; North-West Coal, North Deep Seam, and High Test Coal in the Bienfait area; H. Banks and Son, Rock Spring Coal, and H. Banks and Lee in the Pinto area; Winstanley Brothers, T. Sidall, and Golden Glow Mine in the Roche

ators agreed to the following conditions: that a Board of Conciliation under the IDI Act be established, that all mines be opened and all strikers allowed to return to work, and the operators would not compel a miner to join or refrain from joining a union.<sup>41</sup>

On October 14 a delegation of the operators met with W. J. Patterson. He told them that the strike could be settled if they accepted the UMWA's conditions.<sup>42</sup> The operators, however, were against a Board of Conciliation. They explained that representation of both unions on a Board of Conciliation was impossible because, under the provisions of the IDI Act, the employees could only have one representative on the three-man Board. It seemed doubtful that both unions would agree to one man to represent them and the miners, especially when the conflict not only involved wages and working conditions, but also a jurisdictional rivalry. The operators, therefore, recommended that a Royal Commission should be appointed to investigate the conflict, gather the facts, and make the recommendations.<sup>43</sup> Patterson did not commit himself to the operators' recommendation, for the UMWA would have to decide.

The UMWA members made their decision on October 16, when they voted unanimously to reject the operators' recommendation.<sup>44</sup> They rejected it, because they saw the failure of the Wylie and the Turgeon Coal Commissions to grant their demands of union recognition and collective bargaining.

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Percee area. See UMWA Correspondence, Estevan Mine Disputes 1938-40, A. J. Morrison to V. E. Clark, October 28, 1939.

<sup>41</sup> Department of Labour Deputy Minister's Office, Estevan-Bienfait Coal Mines: General File, September 1938-October 1944, T. Molloy Memo, October 12, 1938.

<sup>42</sup> Canadian Labour Herald (Vancouver), Vol. 2, No. 3, December 1938, p. 2.

<sup>43</sup> Ibid.

<sup>44</sup> UMWA Correspondence, Estevan Mine Dispute 1938-40, P. Conroy to A. J. Morrison (telegram), October 16, 1938.

Consequently, they voted in favour of a general strike.<sup>45</sup>

On October 17, 575 miners went on strike at Bienfait Mine No. 2, Eastern Collieries, Baniulis Brothers Mine, Lignite Coal Mines, and Man. and Sask. Coal.<sup>46</sup> This so-called general strike was short-lived, for the Federal Minister of Labour, N. Rogers, intervened.<sup>47</sup> Rogers told the UMWA officials that before a Board of Conciliation could be established, the miners would have to return to work. The UMWA officials, wanting a Board of Conciliation to investigate their demands, agreed to Rogers' request.<sup>48</sup>

On October 21 the miners resumed work in all, except two, of the mines.<sup>49</sup> The Board of Conciliation, however, could not be called unless a majority of the miners wanted it. Since each union claimed that it represented a majority of the miners, Rogers decided to hold a ballot in each of the eight large mines to determine whether or not a majority of the miners were in fact members of the UMWA and wanted the Board. The voting was completed on November 19. The UMWA and the Board were chosen respectively by a vote of 504 to 122 and 589 to 37. Table 6.1 shows the breakdown of the voting in each mine.

The members of the Board were then chosen. A. J. Morrison, secretary-treasurer of UMWA District 18, represented the miners, B. D. Hogarth represented the operators, and A. R. Greig, professor at the University of

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<sup>45</sup> Ibid.

<sup>46</sup> Labour Gazette, Vol. 38, November 1938, p. 1220.

<sup>47</sup> Canadian Labour Herald (Vancouver), Vol. 2, No. 3, December 1938, p. 8.

<sup>48</sup> Ibid.

<sup>49</sup> Canada, Department of Labour Records on the Estevan-Bienfait Coal-miners' Strikes 1938, Vol. 390, File 150, F. E. Harrison to W. M. Dickson, October 22, 1938.

Table 6.1 Vote Taken At Various Estevan-Bienfait Coal Mines With Reference To  
An Application Made By The UMWA For The Establish-  
ment Of Board Of Conciliation

Name of Mine	For Board of Conciliation	Against Board of Conciliation	In favour of representa- tion by CFL	In favour of representa- tion by UMWA	Spoiled Ballots	Total Ballots Cast
Western Dominion Coal Mines Ltd.	147	13	60	100	4	164
Lignite Coal Mines Ltd.	58	1	18	41	2	61
Man. & Sask. Coal Company	117	4	20	101	1	122
Baniulis Brothers Ltd.	26	4	2	28	1	31
Bienfait Mine Ltd. No. 2	29	2	3	28	4	35
Eastern Collieries Ltd.	66	9	10	65	3	78
Dominion Briquettes & Chemi- cals Ltd.	14	1	6	9	9	24
Bienfait Mine Ltd. No. 1	132	3	3	132	3	138
	<u>589</u>	<u>37</u>	<u>122</u>	<u>504</u>	<u>27</u>	<u>653</u>

Source: UMWA Correspondence, Estevan Mine Dispute 1938-40, F. E. Harrison to J. Stokaluk,  
November 19, 1938.

Saskatchewan, was appointed chairman.<sup>50</sup> The Board commenced its investigation of wages, working conditions, and union recognition in December 1938.<sup>51</sup> But the Board did not finish its investigation until June 30, 1939, because it had a postponement from January 18 to May 15. Moreover, the Board did not arrive at an unanimous report. Greig and Morrison submitted their report and recommendations on June 30, 1939, while Hogarth submitted his on July 10, 1939.

Greig and Morrison found the UMWA members' grievances legitimate, and made the following recommendations. The wages were to be increased according to the rates listed in Table 6.2. Living conditions could be improved if washhouses were provided at every mine that employed twelve or more men, and small air intake openings were installed in bunk-houses.<sup>52</sup> Working conditions could be improved if the shooting was done at the end of the day, and an adequate allowance and pumping equipment were given to miners working in wet places.<sup>53</sup> An Act such as the Alberta Industrial Conciliation and Arbitration Act, which compelled an employer to recognize a union of a majority of his employees, should be introduced in Saskatchewan.<sup>54</sup> Finally, the operators should recognize the UMWA.

Hogarth disagreed with these recommendations. He was against the recognition of the UMWA in the Estevan field.<sup>55</sup> He was also against the enactment of legislation which would force an operator to recognize a

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<sup>50</sup> Majority Report June 30, 1939, Labour Gazette, Vol. 39, August 1939, p. 782.

<sup>51</sup> Ibid.

<sup>52</sup> Ibid., p. 784.

<sup>53</sup> Ibid., p. 785.

<sup>54</sup> Ibid., p. 786.

<sup>55</sup> Minority Report July 10, 1939, Labour Gazette, Vol. 39, August 1939, p. 790.

Table 6.2 Recommended Wage Rates Of The Board Of Conciliation

CLASSIFICATION	Rates paid	Rates asked	Rates Recommended	
			Contract	or per hour
Loaders	\$ .18 per ton	\$ .30 per ton	\$ .22 1/2	\$ .45
Unloading mud	.25 per car	.35 per car	.30	.45
Loading, shooting, timbering	.50 per car	.80 per car	.65	.45
Loading, shooting, timbering entries	.90 per car	1.20 per car	1.00	.45
Ditto off the solid	1.35 per car	1.55 per car	1.45	.45
Box car loader	.10 per ton	.14 per ton	.12	.40
Machine runners	.60 per room	.90 per ton	.70	.75
Machine runners entries	.32 1/2 per entry	.55 per entry	.40	.75
Loading foreman	.45 per hour			.50
Tipple checker	.40 per hour			.40
Hoist engineer	.45 per hour			.55
Loco. engineer	.50 per hour			.60
Loco. fireman	.33 1/3 per hour			.40
Brakeman	.40 per hour			.45
Teamsters	.33 3/3 per hour			.40
Blacksmiths	.50 per hour			.60
Carpenters	.40 per hour			.50
Electricians	.50 per hour			.60
Machinist	.50 per hour			.60
Other labour	.33 1/3 per hour			.40

Source: Majority Report June 10, 1939, The Labour Gazette, Vol. 39, August 1939, p. 784.

union of a majority of his employees.<sup>56</sup> He made an unjust claim that working conditions were not appalling, and that wages should not be increased.<sup>57</sup> Hogarth, in other words, did not provide any positive recommendations to improve the labour relations in the coal mines.

The UMWA, believing that the Majority Report would improve the labour relations, invited the operators to attend a conference on August 22 to discuss and implement the Majority recommendations. The operators, however, ignored the invitation, and the Majority Report. A. Turner of Western Dominion created more antagonism for the UMWA when he signed a new agreement with the SCMU on August 21. The agreement, which was to remain in force until April 30, 1941, made provision for a closed shop and a check-off, a new wage schedule, an eight hour day, but management maintained the right to make all the rules and regulations as it saw fit in the handling of the business.<sup>58</sup>

As a result of the operators' refusal to accept the recommendations of the Majority Report, and the signing of a new agreement with the SCMU, a UMWA delegation met with the Government on September 6.<sup>59</sup> The delegation wanted to implement the recommendations of the Majority Report, and to reduce the power of the operators. Premier W. J. Patterson sympathized with the UMWA, but with the start of World War II, the Government had a number of other concerns to take care of before the labour dispute could be settled.<sup>60</sup> He suggested that a meeting of the representatives of the

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<sup>56</sup> Ibid., pp. 791-792.

<sup>57</sup> Ibid., pp. 792-793.

<sup>58</sup> W. F. Kerr Papers, Ministers Memorandums 1938-40 File, August 21, 1939, Agreement between Western Dominion Coal Mines Ltd. and Saskatchewan Coal Miners Union Local No. 1.

<sup>59</sup> Department of Labour Deputy Minister's Office Estevan-Bienfait Coal Mines, Report of Conference between the Government of Saskatchewan and the Delegation Representing the UMWA, September 6, 1939, p. 1.

<sup>60</sup> Ibid., p. 24.



operators, the UMWA, the CFL, and the Government could be arranged for September 27, to discuss means of restoring industrial peace in the coal mines.<sup>61</sup>

When the September 27 meeting opened, it seemed doubtful that industrial peace would be restored. The operators and the unions were not willing to make a compromise. Both J. Brodie of Western Dominion and A. Meikle of the CFL claimed that 'good' labour relations existed between the SCMU(CFL) and the operators that recognized it. They could not see why the 'good' labour relations should be destroyed by the recognition of the UMWA.<sup>62</sup> A. Morrison, however, argued that the operators should recognize the UMWA, because the Majority Report had recommended it, and the vast majority of their employees wanted the union to negotiate for them.<sup>63</sup>

Similar arguments continued until F. Harrison, a conciliator from the Federal Department of Labour, finally submitted a number of proposals that might settle the dispute:

- a) Both Unions to withdraw from the field; both Unions to surrender any Agreements they may have with the operators, and the operators in turn to surrender all Agreements they have with the Unions.
- b) The men in the employ in the coal industry should forthwith organize a local organization of their own, unaffiliated with any existing National or International Unions.
- c) That this local organization should bargain collectively on behalf of all employees in the Estevan-Bienfait coal field with the operators and that in their negotiations for an agreement they have the right to have the assistance of any persons they desire.
- d) That the agreements so drawn between the operators and this organization shall be in effect until the first of April, 1940, and that during the period between today's date and April 1, 1940, neither the CFL nor the UMWA will enter

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<sup>61</sup> Ibid.

<sup>62</sup> Ibid., Report of Joint Conference Government of Saskatchewan and Representatives of Coal Operators, UMWA, CFL of Estevan-Bienfait Coal Mines, September 27-28, 1939, pp. 6-11.

<sup>63</sup> Ibid., pp. 12-13.

the Estevan-Bienfait field for the purpose of organization.

e) That men who have been regularly employed during recent years by the operators and who in 1939 [sic] have been dismissed for other than cause, shall be re-employed.<sup>64</sup>

F. Pevercelle, J. Cook, and A. Meikle refused to accept the proposals, because they were still bound to carry out the agreement that they had signed with Western Dominion and Bienfait Mines. Pevercelle, however, agreed that to ensure industrial peace during the war, the SCMU would not cause any interruptions in the production of lignite, and it would also refrain from organizing other miners unless they made application to join the union.<sup>65</sup>

The operators were appreciative of Harrison's proposals, but made four alternate proposals designed to restore industrial peace. They suggested that both unions refrain from further organization, and the existing agreements be maintained for the duration of the war and one year thereafter; that a Fair Wage Officer be appointed; that in all mines where no union or contract existed, the miners should appoint a committee to negotiate with their operators, and should a dispute arise the matter should be referred to the Fair Wage Officer; and they would only re-employ the discharged miners when their services were needed.<sup>66</sup>

P. Conroy and A. Morrison submitted a compromise. As to clause (a), they were willing to surrender their agreements as long as the CFL and the operators did the same. As to clause (b), they maintained that the new labour organization as of September 1, 1940, may affiliate with any national or international union as long as the vote of affiliation was done under the auspices of the Saskatchewan Government or the Federal

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<sup>64</sup> Ibid., pp. 14-15.

<sup>65</sup> Ibid., pp. 21-22.

<sup>66</sup> Ibid., p. 23.

Department of Labour. They agreed to clause (c) if the basis for wage negotiations would be that awarded by the Board of Conciliation. They also accepted clause (d) providing that it extended for the duration of the war and one year thereafter. The final clause was accepted on the condition that the local men would be hired in preference to men from outside the district as long as they had the ability and competency to do the work.<sup>67</sup>

With the parties still far apart in their positions, W. J. Patterson suggested that a smaller committee might be formed to see if it could bring them closer together. The parties agreed to the suggestion, and immediately formed the following committee: P. Conroy, A. Meikle, J. Brodie, C. Thomson, F. Harrison, Premier Patterson, and J. W. Estey, the newly appointed Attorney-General.<sup>68</sup>

The committee met continuously during the first week in October. Since A. Meikle and J. Brodie were not willing to break their contract and accept Harrison's proposals, J. W. Estey suggested the following proposals:

1. There shall be a central organization to be set up as the bonafide employees may agree upon.
2. There shall be local unions in each mine that employs more than ten men and these unions shall conduct their business upon such basis as they may in each case decide but that in all major matters they may request the assistance of the central organization and that all agreements with the operators shall be subject to the approval of the central organization, except only that the terms of the existing contract with the stripper shall remain in force.<sup>69</sup>

J. Brodie and A. Meikle accepted these proposals, because their agreement

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<sup>67</sup>Ibid., p. 38.

<sup>68</sup>Ibid., p. 53.

<sup>69</sup>UMWA Reports and Memo, Estevan Mine Dispute 1938-40, Memorandum submitted by J. W. Estey to Committee Representing the Coal Operators and Miners, October 6, 1939.

would not be dissolved. C. Thomson was also willing to accept the proposals, because the deep seam operators would not have to recognize the UMWA. Obviously P. Conroy was not willing to accept them, because an independent local union would be established with the SCMU still in the field, but the UMWA forced out. The negotiations, as a result, ended in a deadlock on October 7.<sup>70</sup>

Since the negotiations had failed to persuade the operators to accept either the recommendations of the Majority Report or Harrison's proposals, the UMWA believed that another strike was their only alternative. Consequently, on October 16, four hundred miners went on strike at Western Dominion Coal Mines, Eastern Collieries, Baniulis Brothers Mine, H. Poage Mine, Lignite Coal Mine, and Man. and Sask. Coal.<sup>71</sup> Picketers prevented SCMU members and scabs from entering the struck mines. The picketers also posted leaflets, which had the message:

DON'T BE A SCAB. DON'T BE A LEPER.  
DON'T BE A CRIMINAL. DON'T LIVE IN  
SCAB TOWN. JOIN THE STRIKE OF YOUR  
FELLOW WORKERS IN THEIR FIGHT FOR  
FREEDOM. THIS MEANS YOU.<sup>72</sup>

In retaliation against the picketing of Western Dominion, J. Brodie ordered B. D. Hogarth to file an application to have it restrained. On October 23 Hogarth filed an application with Justice J. Embury in King's Bench Chambers in Regina.<sup>73</sup> Justice Embury accepted the application, and granted an injunction to Western Dominion. The injunction was designed

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<sup>70</sup>W. F. Kerr Papers, Minister's Memorandums 1938-40, G. A. Calvert to J. R. Hill, October 10, 1939.

<sup>71</sup>Canada, Department of Labour Records on the Estevan-Bienfait Coal-Miners' Strikes 1939, Vol. 403, File 125, "Strike Sheet," Part 1, October 21, 1939.

<sup>72</sup>W. F. Kerr Papers, Minister's Memorandums 1938-40, UMWA Leaflet, n.d.

<sup>73</sup>Regina Leader-Post, October 23, 1939, p. 1.

to "restrain picketers from watching and besetting the plaintiff's property, molesting and interfering with the mine property, interfering with the operation of the plaintiff's business, interfering with the carrying out of the contract between the SCMU and the mine, intimidating workmen in an attempt to prevent them from joining the local union, and trespassing on the company's property."<sup>74</sup> The order was to remain in force until November 14, with the Company having the right to apply for renewal. On November 2, however, after M. A. MacPherson, the UMWA counsel, applied to have the injunction set aside, Embury altered it "to clearly permit peaceful picketing."<sup>75</sup>

On October 25 three truckloads of SCMU members, believing that the injunction would now allow them to return to work, drove to the Western Dominion, but were prevented entry by one hundred picketers.<sup>76</sup> The SCMU members turned and headed back to Estevan. They returned the next day accompanied by two RCMP officers and the sheriff of Estevan.<sup>77</sup> But once again the picketers prevented their entry.

As a result of these failures to open Western Dominion, B. D. Hogarth asked C. D. LaNauze, Assistant Commissioner of the RCMP, to issue warrants for the arrest of picketers obstructing employees returning to work.<sup>78</sup> LaNauze was unable to do this until ordered by the government. On October 29 A. T. Procter, acting Attorney-General, requested the RCMP Commissioner to send a sufficient force to ensure peace and order.<sup>79</sup> But he claimed

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<sup>74</sup> Ibid.; and Winnipeg Tribune, October 21, 1939.

<sup>75</sup> Labour Gazette, Vol. 39, December 1939, p. 1219.

<sup>76</sup> Regina Leader-Post, October 25, 1939, p. 1.

<sup>77</sup> Ibid., October 26, 1939.

<sup>78</sup> Canada, Report of the Royal Canadian Mounted Police, March 31, 1940 (Ottawa: King's Printer, 1940), p. 13.

<sup>79</sup> Ibid.

that the

. . . Police are not going in as 'strike breakers,' nor are they going in to enforce the injunction obtained by Western Dominion Coal Mines. . . . They will, however, clear the highways for traffic and prevent molestation of men desiring to return to work.<sup>80</sup>

Despite Procter's claim, the UMWA believed that the RCMP would act as strikebreakers. By clearing the highways and protecting scabs returning to work, the RCMP deprived the strikers of their power to force the operators to recognize the UMWA and negotiate a contract. Consequently, the UMWA officials circulated, through the coal mining communities, a petition protesting the sending of a large force of RCMP to the strike area.<sup>81</sup> On November 1, they presented the petition, bearing about 2,500 signatures, to Premier Patterson.<sup>82</sup> But they were already too late. A contingent of a hundred and fifty RCMP with sixteen horses under the command of Inspector F. B. Baxter had arrived in the strike area on October 30.<sup>83</sup> On the following day about ninety SCMU members, under RCMP escort, passed through the picket lines at Western Dominion without any physical violence breaking out.<sup>84</sup>

P. Conroy, nevertheless, organized another protest to have the RCMP removed from the coal mines. He sent letters to various labour organizations and consumer groups asking them to protest the presence of the RCMP in the coal mines, and to have the citizens refuse "to burn coal mined by companies not recognising the United Mine Workers of America. . . ."<sup>85</sup>

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<sup>80</sup> Regina Leader-Post, October 30, 1939, p. 1.

<sup>81</sup> Ibid.

<sup>82</sup> Ibid., November 1, 1939, p. 1; and Winnipeg Free Press, November 2, 1939.

<sup>83</sup> Report of the Royal Canadian Mounted Police, March 31, 1940, p. 4.

<sup>84</sup> Ibid.

<sup>85</sup> Regina TLC General Correspondence 1939, P. Conroy to J. Chambers, November 4, 1939.

Conroy received positive replies for his appeal to protest and boycott. On November 2 the School Maintenance Association Local No. 16 passed a resolution voicing a protest against the RCMP in the strike area.<sup>86</sup> On the same day the Rural Municipal Council of Estevan also passed a resolution describing the presence of the RCMP as 'undesirable.'<sup>87</sup> On the following day three hundred Regina citizens, under the sponsorship of the Regina Civic Labour Association, passed resolutions demanding the withdrawal of the RCMP from the coal mines, and calling upon all citizens to burn only Saskatchewan lignite mined from companies that recognized the UMWA.<sup>88</sup> The Cumberland Local of District 18 sent a formal protest to J. W. Estey, Attorney-General, claiming that it

. . . vigorously protests against the system of intimidation being practiced on the miners of Estevan by the very presence of the RCMP which brings back unpleasant memories of those who participated in the previous struggle.

We are positive that the members of the United Mine Workers of America in and around Estevan are loyal, lawabiding citizens and will remain so. We maintain that the withdrawal of the extra police will better serve the interests of the majority, which is real democracy, and will allow the miners of Estevan the right to join the union of their own choice, establish collective bargaining, and the right to strike after all peaceful methods have been pursued in any dispute.<sup>89</sup>

The protesting and boycotting seemed successful, for Bienfait Mine No. 2 and Man. and Sask. Coal had been scheduled to open respectively on November 6 and 7, but were prevented from doing so. The boycotting had reduced the demand for any coal from these mines, and the picketers had prevented any strikebreakers from returning to work at these mines. The

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<sup>86</sup> Ibid., H. W. Walton, secretary of SMA Local No. 16 to J. Chambers, November 6, 1939.

<sup>87</sup> Saskatoon Star Phoenix, November 2, 1939, p. 4.

<sup>88</sup> Regina, Leader-Post, November 4, 1939, p. 1.

<sup>89</sup> People's Advocate (Vancouver), November 24, 1939, p. 2.

protests and the relatively peaceful nature of the strike made it possible for the withdrawal of twenty RCMP on November 11.<sup>90</sup> Three days later J. W. Estey authorized a further withdrawal of thirty RCMP, including the personnel and horses of the mounted section.<sup>91</sup> Fifty RCMP were withdrawn on November 21. J. W. Estey reported that the remaining fifty RCMP were sufficient to handle any potential trouble that might arise.<sup>92</sup>

Meanwhile, a number of meetings were held to bring an end to the strike. On November 8 J. W. Estey held a meeting between the Government and the operators.<sup>93</sup> The meeting failed, for not all the operators were willing to accept Harrison's proposals.<sup>94</sup> At a meeting in Winnipeg on November 21, the UMWA officials and the representatives of the operators tried to work out a settlement. Once again the operators refused to recognize the UMWA or Harrison's proposals.<sup>95</sup> J. W. Estey believed that these efforts failed because no genuine effort had been made to achieve a compromised settlement. He, therefore, hoped that a compromised settlement could be reached in a conference of all the parties. Accordingly, he sent telegrams to the representatives of the operators and both unions inviting them to a conference to be held at the Parliament Buildings on November 29.<sup>96</sup>

The conference opened with J. W. Estey outlining the complex situation which existed: there were two labour unions, two types of mine, and,

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<sup>90</sup>Report of the Royal Canadian Mounted Police, March 31, 1940, p. 14.

<sup>91</sup>Ibid.

<sup>92</sup>Regina Leader-Post, November 21, 1939, p. 3.

<sup>93</sup>Labour Gazette, Vol. 39, December 1939, p. 1219.

<sup>94</sup>Ibid.

<sup>95</sup>Regina Leader-Post, November 21, 1939, p. 3.

<sup>96</sup>UMWA Correspondence, Estevan Mine Dispute 1938-40, J. W. Estey to A. Morrison (telegram), November 27, 1939.



even with the presence of the war, there were more miners than available jobs. But the operators and the unions were to concern themselves with a minimum wage schedule, the determination of one trade union for the entire field, and the items to be negotiated in an agreement between the operators and the one trade union.<sup>97</sup>

Despite the hostile attitude among the parties, the negotiations on the minimum wage schedule and the one trade union reached a relatively quick compromise. The operators accepted the UMWA proposal that "40 cents in the shaft and 50 cents in the strip" should prevail.<sup>98</sup> All the parties agreed that one union would be set up to organize all the miners, except those at Western Dominion. The Company would be allowed to continue its contract with the SCMU. The UMWA, the CFL, and the Government would help to establish the union, but the members would "elect their officers and would negotiate contracts with the respective operators."<sup>99</sup> As soon as the union was established both the UMWA and the CFL would leave the field for the duration of the war and one year thereafter. The union would be dissolved after this period, and both the UMWA and the CFL would be allowed to return.<sup>100</sup>

The parties then turned to the items to be negotiated in an agreement between the Central Union and the operators. D. Mitchell of the CFL suggested the following items: an eight hour day, a seniority list from the date the men returned to work, wages should be adjusted according to the cost of living, and membership in the Central Union to be confined to those

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<sup>97</sup> Department of Labour Deputy Minister's Office Estevan-Bienfait Coal Mines, Report of Second Coal Strike Conference, November 29-December 7, 1939, p. 18.

<sup>98</sup> Ibid., p. 16.

<sup>99</sup> Ibid., p. 52.

<sup>100</sup> Ibid., p. 53.

holding jobs when work resumed.<sup>101</sup> P. Conroy of the UMWA also made a number of suggestions: a closed shop for the entire field, the Central Union to have the help of the UMWA to negotiate a contract, the wage schedule to be retroactive to October 1, 1939, and the injunctions brought against the UMWA to be dismissed.<sup>102</sup>

Little discussion or time should have taken place on these items if they were to be negotiated and finalized at a later meeting between the Central Union and the operators. But eight days, from November 30 to December 7, were spent in negotiations. The negotiations were relatively long, because "collective bargaining can never be abstracted from the power struggle no matter how impressive its apparatus for the rational settlement of disputes."<sup>103</sup>

The collective bargaining finally came to an end on December 7 with an agreement to end the strike. At a later date all the operators, except the Western Dominion stripping operation, were to negotiate with the Central Union in order to establish a contract on the following conditions: all employees to be members of The Mineworkers Central Union of Estevan and District (MWCUED), a seniority list for each mine and a field list in which local residents would have priority if any operator exhausted his seniority list, a closed shop, an eight hour day, a cost of living bonus, a wage schedule retroactive to the day the men returned to work, and the civil action against Local 7606 of the UMWA District 18 to be dismissed.<sup>104</sup>

The UMWA officials had accepted the agreement, but would the miners?

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<sup>101</sup> Ibid., p. 73.

<sup>102</sup> Ibid., p. 74.

<sup>103</sup> V. L. Allen, op.cit., p. 41.

<sup>104</sup> Department of Labour Deputy Minister's Office Estevan-Bienfait Coal Mines, General File, September 1938-October 1944, "Principles to be embodied in the Contract to be negotiated by the Central Union with the Operators," December 7, 1939.

P. Conroy and J. Stokaluk, at a mass meeting in the Bienfait Legion Hall on December 10, explained the agreement to the miners.<sup>105</sup> The miners, after hearing the explanation, unanimously ratified the agreement.<sup>106</sup> Thus the 1939 strike came to an end. The remaining fifty RCMP were moved out on December 9, and work was resumed on December 11.

The labour relations, however, did not improve, and there was even the possibility of another strike. The operators of Baniulis Brothers, Eastern Collieries, H. Poage Mine, Lignite Coal Mine, and Western Dominion were not fulfilling the provision to reinstate all the miners on the payroll as of October 1, 1939.<sup>107</sup> In addition, A. Wilson and J. Metcalfe, managers of Western Dominion, ordered someone to burn down and smash with a bulldozer a number of the shacks loaned to the miners by H. Nicholson, mayor of Estevan.<sup>108</sup> These actions so infuriated the miners that they prepared to strike on January 8.

The union officials, however, had not authorized the strike call. Stokaluk, consequently, called for a mass meeting in the Bienfait Legion Hall on January 7.<sup>109</sup> He persuaded the miners not to go on strike. He assured them that their grievances would be settled when the MWCUED Committee<sup>110</sup> finished formulating the provisions to be negotiated with the operators.<sup>111</sup>

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<sup>105</sup> Regina Daily Star, December 11, 1939, p. 1.

<sup>106</sup> Ibid.

<sup>107</sup> DNR, Coal Administration Branch, Estevan Coal Mines 1938-40, P. Conroy to W. F. Kerr, December 19, 1939, pp. 1-4.

<sup>108</sup> Ibid., J. Stokaluk to J. Hill, January 7, 1940, p. 3.

<sup>109</sup> Ibid.

<sup>110</sup> The Committee consisted of P. Conroy, A. Meikle, and C. A. Scott, Commissioner of the Department of Natural Resources. The Committee was established on December 22, 1939 according to the provision in the December 7 agreement. Regina Leader-Post, December 22, 1939, p. 3.

<sup>111</sup> DNR, Coal Administration Branch, Estevan Coal Mines 1938-40, J. Stokaluk to J. R. Hill, January 7, 1940, p. 3.

The MWCUED Committee finally completed the proposed agreement in mid-January.<sup>112</sup> On January 21 the Committee and the MWCUED members elected the following officers: J. Stepanski, president; D. Moar, vice-president; V. Clark, secretary treasurer; and W. Wilson, recording-secretary.<sup>113</sup> With the officers elected and the provisions formulated, the Committee sent notices to the operators asking them to attend a meeting on January 29, to negotiate an agreement.<sup>114</sup>

The operators postponed the meeting twice before they finally met the Committee on February 2.<sup>115</sup> No agreement was finalized at this meeting. There were still a number of points of controversy concerning the working conditions and the wage schedules.<sup>116</sup> The Committee and the operators did not conclude an agreement until March 15.<sup>117</sup>

The agreement had forty clauses concerning the improvement of working conditions, and the defining of the power relationship between the operators and the miners. The wage schedules provided for 116 company and contract rates for all the classifications of labour in the strip and deep seam mines.<sup>118</sup> The representatives of the Union and the operators signed the Agreement on the conditions that it be ratified by the Union membership, and that all persons engaging in coal mining accept them, or a law

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<sup>112</sup> Ibid., J. Tyman Report of Progress Made in the Estevan District, January 23, 1940, p. 1.

<sup>113</sup> Canada, Department of Labour Records on the Estevan-Bienfait Coal Miners' Strikes 1939, Vol. 403, File 125, Special Report, January 22, 1940.

<sup>114</sup> DNR, Coal Administration Branch, Estevan Coal Mines 1938-40, J. Tyman Report of Progress Made in the Estevan District, January 23, 1940, p. 1.

<sup>115</sup> Ibid., C. A. Scott to J. R. Hill, February 2, 1940.

<sup>116</sup> Ibid.

<sup>117</sup> Regina Leader-Post, March 18, 1940, p. 1.

<sup>118</sup> See Appendix VI for a copy of the clauses and the wage schedules.

be passed imposing the wage rates on everybody concerned.

At a mass meeting in the Bienfait Legion Hall on March 17, about six hundred miners, overcome with joy, ratified the Agreement.<sup>119</sup> The MWCUED Committee carried out the second condition when it met with H. Johnston, Commissioner of Labour and Public Welfare, and prepared a report of the wage schedules for W. F. Kerr, Minister of Natural Resources. On April 15 Kerr submitted the report to the Executive Council.<sup>120</sup> On April 16 the Executive Council approved and passed the wage schedules by Order-in-Council 410/40.<sup>121</sup> A minor amendment—the word 'miner' replaced the word 'mines' in the sentence "Under loading, shooting and timbering mines shall buy their own powder and supplies"—was made by a subsequent Order-in-Council 607/40. It was passed on May 22 and became effective on June 1, 1940.<sup>122</sup>

It seemed that the March 15, 1940 agreement would improve the labour relations and ensure industrial peace, for at least the duration of the war and one year thereafter. But this was not to be the case. The labour relations did not improve during the 1940s, because the operators did not fulfill their obligations in the agreement. C. A. Scott blamed much of the discontent on the "lack of proper personnel relations."<sup>123</sup> Despite the existence of grievance machinery, most of the operators refused to meet the miners' grievance committees to discuss and rectify the "grie-

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<sup>119</sup>Regina Leader-Post, March 18, 1940, p. 1; and Winnipeg Tribune, March 18, 1940.

<sup>120</sup>Saskatchewan Bureau of Labour and Public Welfare, Sixth Annual Report, 1940 (Regina: King's Printer, 1940), p. 18.

<sup>121</sup>The Saskatchewan Gazette, Vol. 36, No. 8, April 16, 1940 (Regina: King's Printer, 1940), p. 5.

<sup>122</sup>Ibid., Vol. 36, No. 10, May 31, 1940, p. 2.

<sup>123</sup>Department of Labour Deputy Minister's Office Estevan-Bienfait Coal Mines: C. A. Scott File, November 1940-October 1942, Report on Visit to Estevan and Bienfait Coalfields, October 26, 1942, p. 5.

vances in connection with daily operations, adjustments of pay, transfers, etc. . . ."<sup>124</sup> Grievances also arose over the employment of Mennonites, and the rivalry between the SCMU and the MWCUED.

The problem with the Mennonites was a result of a large number of miners leaving the coal mines either to enlist or to search for better wages and working conditions in the Alberta and Nova Scotia coal mines.<sup>125</sup> Consequently, many of the Saskatchewan mines experienced drastic cuts in their production of coal. The operators, instead of improving the wages and working conditions to induce the miners to stay, proposed the bringing in of Mennonites from the Manitoba and Saskatchewan colonies. The miners, however, objected "to working beside 'conscientious objectors'."<sup>126</sup> Some of the miners even made threats of violence towards them.<sup>127</sup>

The rivalry between the SCMU and the MWUCED existed at the Western Dominion. According to the March 15 Agreement, the SCMU was to only exist at the Western Dominion strip mine. All other mines and any new deep seam mines starting up were to recognize the MWUCED. The agreement was violated when A. Wilson opened a deep seam mine in 1941, and ordered the miners to join the SCMU.<sup>128</sup>

Since Wilson and the SCMU were violating the agreement, the members of the MWUCED filed an application with the Wartime Labour Relations Board to affiliate with the UMWA District 18. A vote was conducted by the Board, and the result was that UMWA District 18 was endorsed as the

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<sup>124</sup> Ibid.

<sup>125</sup> Ibid., C. A. Scott to R. Neilson, Chief Executive Officer, National War Labour Board, October 15, 1942.

<sup>126</sup> Ibid., C. A. Scott to E. Little, Director, National Selective Service, Ottawa, October 26, 1942.

<sup>127</sup> Ibid., S. W. Holley to J. Hill, October 19, 1942.

<sup>128</sup> Ibid., C. A. Scott File January-July 1943, C. A. Scott to A. MacNamarra, Deputy Minister of Labour (Ottawa), July 28, 1943, p. 3.

bargaining agent for all the Saskatchewan mineworkers, except those of Western Dominion.<sup>129</sup> On June 1, 1945 certification of the UMWA was granted, and the MWCUED was dissolved.<sup>130</sup> The UMWA then negotiated with the operators for a new agreement which became effective July 1, 1945.<sup>131</sup> Between December 1947 and October 1948, the UMWA tried to negotiate with the operators for another agreement providing for better wages and working conditions and a welfare fund.<sup>132</sup> The operators, however, refused to sign a new agreement. Consequently, the UMWA called a strike on November 3, 1948.<sup>133</sup>

In conclusion, the union recognition and jurisdictional disputes of 1938 and 1939 were caused by the large operators' refusal to recognize the UMWA, and the rivalry between it and the SCMU(CFL). The operators did not want to recognize the UMWA, because it would reduce their power. Most of the operators, except those who recognized the less powerful SCMU(CFL), refused to recognize any union until the Government intervened. The miners, with the help of the Government and the UMWA, were able to reduce the power of the operators, when they were compelled to recognize the MWCUED and engage in collective bargaining with it. The miners, to some extent, had been successful in equalizing the power relationship, but the labour relations still remained 'poor'.

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<sup>129</sup>Graham Commission, Exhibit N. 1-3, Submission of UMWA District 18, p. 2.

<sup>130</sup>Ibid.

<sup>131</sup>Ibid.

<sup>132</sup>Saskatchewan Department of Labour, Fifth Annual Report 1948 (Regina: King's Printer, 1948), p. 15.

<sup>133</sup>Ibid.

## CHAPTER VII

### CONCLUSION

The labour relations in the Saskatchewan coal mines during the 1930s were far from satisfactory. The labour relations were 'poor' because the operators were only concerned with furthering their own interests at the expense of the mineworkers. Depending upon the circumstances, the operators often felt it necessary to ill-treat the mineworkers. The operators, in other words, maintained the attitude that the mineworkers had no say in the determination of the working conditions and the wage rates. This meant that the operators had most of the power.

Their power was increased or, at least, made more secure with the presence of the Great Depression. This did not apply in the product market, because the depression caused drastic cuts in the coal prices and profits. The operators' power, in other words, was increased in the labour market. The operators did not have to pay high wages, even if they were prosperous, because there were more men seeking work than available job openings. Consequently, if a mineworker complained about working nine to fifteen hours per day at a job that was extremely hazardous and physically demanding, and receiving a wage that just barely kept him from starving, the operator merely had to tell him to pack his tools and get out. For there was an overabundance of workers willing to work under such conditions, and for half the pay.

Because of these conditions, the mineworkers turned to trade unionism. They believed that trade unionism would rectify the power



imbalance that the buyers of labour power had over the sellers. The mineworkers would then be able to demand and achieve an improvement in wages and working conditions.

The mineworkers' first attempt at unionization during the 1930s was with a revolutionary union—the Mine Workers Union of Canada. Judge E. R. Wylie could not see how the operators and the government could be expected to recognize a union that was affiliated to the Red International of Labour Unions. Consequently, the operators' refusal to recognize the MWUC was a cause of the 1931 strike. The other causes were the deplorable working and living conditions, the lack of grievance machinery to discuss and rectify complaints, and the antagonistic attitude of J. Sloan, president of the MWUC, to a Board of Conciliation.

Even though the strike was defeated with the help of the RCMP, the miners were still able to achieve a partial success. They had demanded the recognition of the MWUC and pit committees, twenty-six proposals for improved working conditions, and an increase in the wage schedules. They did not get their union recognized, but they did achieve, with the help of the J. T. Anderson Government, most of their demands for better wages and working conditions. The agreement of October 19-20, 1931 was an indication of the mineworkers' success in reducing some of the operators' power.

The operators, however, fought to regain their lost power, while the mineworkers tried to maintain their new power. The mineworkers' attempt to maintain their new power appeared in the January 28 and the February 23, 1932 disputes. These disputes involved the employment of only MWUC members at Crescent Collieries and National Mines. The MWUC mineworkers were successful in achieving their demands without the aid of the government. But this was only a temporary victory.

The operators' attempts to regain their lost power was evidenced in their constant whittling away of their obligations in the agreement. The mineworkers reported many examples of the operators' failure to uphold the provisions. But the most serious violation occurred at Crescent Collieries when W. Hamilton, in the presence of two RCMP officers, fired the mineworkers' unqualified checkweighman. On February 22, 1932 the Crescent mineworkers went on strike to have their checkweighman reinstated. The mineworkers at Bienfait Mines and Eastern Collieries sympathized with those at Crescent Collieries, and on February 24 went on strike. The mineworkers lost the strikes, even though labour solidarity was shown. The Courts ruled that the checkweighman, according to The Mines Act, 1930, was unqualified. When the mineworkers at all three mines returned to work, their pit committees were not rehired. This meant that the only labour organization in the field, before it dissolved in 1934, was the SWMA. The operators had thus been successful in weakening the power of the mineworkers, while strengthening their own.

The mineworkers were unable to muster any more struggles until the late 1930s, because they lacked effective union power. The mineworkers, however, were prepared to go on strike in 1934, when the operators attempted a wage cut. The strike was prevented when the government intervened by appointing the Turgeon Coal Commission to investigate the operation of the industry. The subsequent legislation was able to maintain some industrial peace until a very minor strike occurred on November 10, 1937. The strike was concerned with the reinstatement of an unjustly discharged miner. The miners' costly victory was an indication that a strong union was needed.

The recognition and jurisdictional disputes of 1938 and 1939 mark a

transition from the 1937 and the 1932 disputes, but come very close to the 1931 dispute. The 1938 and 1939 disputes were concerned with wages, working conditions, and union recognition as had existed in the 1931 dispute, but there was a difference. Two non-revolutionary unions were involved in a struggle for the representation of the mineworkers.

The 1938 and 1939 disputes occurred despite the existence of the Saskatchewan Freedom of Trade Union Association Act, 1938, which granted employees the right to form or join a trade union, and to engage in collective bargaining with their employers. Freedom of association, however, was worthless if the elected representatives of a majority of the employees were refused recognition by a strong employer.<sup>1</sup> In other words, until the passage of P.C. 1003 under the War Measures Act in 1944, which compelled employers to recognize certified trade unions and compulsory collective bargaining,<sup>2</sup> the employers were still free not to recognize trade unions.

Moreover, the Saskatchewan operators were aware that if a union failed to win recognition, then it could not possibly establish the relationship basic to collective bargaining. For once recognition was granted and fully respected by the employer, the two parties then entered a formal relationship based on the sharing of power.<sup>3</sup> The employer no longer had absolute control over the administration of his employees, for he now had to share it with the union.

A power struggle was certain when the UMWA entered the Saskatchewan coal fields in 1938. The large mine operators refused to recognize the

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<sup>1</sup>J. C. Cameron and F. Young, op.cit., p. 87.

<sup>2</sup>H. A. Logan, "The State and Collective Bargaining," Canadian Journal of Economics and Political Science, Vol. 10, November 1944, pp. 476-486.

<sup>3</sup>H. D. Woods, "Canadian Collective Bargaining and Dispute Settlement Policy: An Appraisal," op.cit., p. 448.

UMWA, even though it had signed up a vast majority of their employees.

A. Turner of Western Dominion and A. Wilson of Bienfait Mines No. 2 recognized the SCMU(CFL), a so-called company union, to insure that they would not be forced to recognize the UMWA. Since the operators were not willing to recognize the UMWA and engage in collective bargaining with it, the UMWA officials called the October 3, 7, and 17, 1938 strikes.

The W. J. Patterson Government held a number of separate meetings with the UMWA and the operators to try to end the strikes. The meetings failed, because the operators did not want to accept the UMWA's request for a Board of Conciliation. This deadlock remained until N. Rogers, Federal Minister of Labour, intervened by allowing the UMWA to file an application for a Board of Conciliation.

The Board of Conciliation proved inadequate, because it lacked the power to enforce its findings and recommendations on the parties in conflict.<sup>4</sup> Consequently, when A. R. Greig and A. J. Morrison submitted their Majority Report in June 1939 recommending that wages be increased, working conditions improved, and the UMWA recognized, they could not enforce them on the operators. This meant that if the UMWA wanted its demands met, it would have to call another strike.

The Patterson Government, aware of this, arranged for two conferences in September to attempt a settlement. The conferences, however, proved failures. The first conference was merely a voicing of the UMWA's demands. The second failed, because the SCMU(CFL) and the operators refused to accept F. Harrison's proposals for the establishment of a Central Union, and both the UMWA and the CFL leaving the field for the duration of the war and one year thereafter. The UMWA, consequently, called another strike on October 16, 1939.

<sup>4</sup>A. E. Grauer, op.cit., p. 119.

The operators and the UMWA were prepared to carry out the struggle to the bitter end. The Patterson Government, however, eventually persuaded the warring factions to try negotiations once again. The negotiations commenced on November 29 and finally ended on December 7 with an agreement to end the dispute. The MWCUED and the operators finalized the agreement on March 15, 1940.

The March 15 agreement marked the first time in the history of the Saskatchewan coal mines that all the large operators recognized a union and engaged in collective bargaining with it. The miners, with the help of the UMWA and the Government, had been, to some extent, successful in equalizing the power relationship. Obviously, without a union the miners had very little, if any, power to improve their lot. Unionization and "collective bargaining," according to C. Williams, Saskatchewan Minister of Labour, "has had the result of improving the miners' lot in this province. . . ."<sup>5</sup> This accomplishment had come after a decade of 'poor' labour relations characterized by conflict, frustration, and the ten power struggles.

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<sup>5</sup>Graham Commission, Exhibit No. 2-78, p. 197.

## APPENDIX I

October 19 and 20, 1931 agreement signed by the operators of Manitoba and Saskatchewan Coal Company (M & S), Western Dominion Collieries Ltd. (WDC), Crescent Collieries Ltd. (CC), Eastern Collieries Ltd. (EC), and Bienfait Mines Ltd. (BM) and the miners of these mines.

1. Recognition of the Mine Workers Union of Canada and Pit Committees.
  - M & S A. Agreed to deal with committees of our own men only.
  - WDC The Company will meet a Committee of its own men at any and all times.
  - CC The Company will meet a Committee of its own men at any and all times.
  - EC No.
  - BM The Company will meet a Committee of its own men at any and all times.
2. Establishment of the eight hour day from bank to bank.
  - M & S A. Agreed to eight hour day face to face for contract workers, nine hour day face to face for men working by the hour.
  - WDC The agreement arrived at on October 6 providing eight hours face to face for contract miners and nine hours bank to bank for day men, to continue.
  - CC Miners eight hours day face to face. Day men nine hours. Should miners choose to work ten hours in busy season, day men can work also.
  - EC Agree to an 8 hr. day from face to face for contract miners. Company men 9 hr. day.
  - BM Miners eight hours face to face. Day men nine hours. Should miners choose to work ten hours, Day men work also.
3. Right for the contract miners to appoint their checkweighman.
  - M & S A. Agreed to checkweighman.
  - WDC Contract miners may have a checkweighman at their own expense.
  - CC Contract miners may have a checkweighman at their own expense.
  - EC Yes.
  - BM Yes.
4. Materials to be delivered to the face, or where required by the miners.
  - M & S A. Material to be delivered to room necks close to working place.
  - WDC The present practice for all material being delivered to the working face or as near . . . as is practical, to be continued.
  - CC The present practice for material being delivered to the working face or as near . . . as practical will be continued.
  - EC Does not apply.

- BM The present practice for all material being delivered to the working face or as near . . . as is practical, to be continued.
5. Powder and supplies to be sold to miners at cost price.
- M & S A. Powder \$3.50 per keg and other mine stores to be sold at cost plus 10%.
- WDC Powder to be sold to the miners at \$3.50 per keg as long as the present price of powder continues.
- CC Powder to be sold to the miners at \$3.50 per keg, as long as the present price of powder prevails; other supplies have been reduced as far as possible.
- EC Powder \$3.50—supplies to be cut as low as possible.
- BM Powder to be sold to the miners at \$3.50 per keg as long as the present price of powder continues.
6. No discrimination or intimidation of employees who purchase their goods in private stores.
- M & S A. Agreed upon.
- WDC The present practice of permitting employees to purchase goods where and when they please, to continue.
- CC The present practice of permitting employees to purchase goods where and when they please to continue.
- EC Does not apply.
- BM Granted.
7. Coal to be sold to miners at cost price.
- M & S A. Coal to be delivered to miners in camp @ 1.50 per ton of 2000 lb.
- WDC Coal to be delivered to employees on company property at a price of \$2.25 per load of 3,000 lbs. to those living on top of the hill, and \$2.75 per load of 3,000 lbs. for those living in the valley.
- CC Coal to be delivered to miners in camp at \$1.50 per ton.
- EC Price to miners \$1.50 per ton f.o.b. mine.
- BM Dollar fifty per ton delivered in camp.
8. Miners should receive their pay every second Saturday.
- M & S A. Nothing was agreed upon.
- WDC Due to the present economic conditions existing pay days will be monthly . . .
- CC Cannot possibly pay oftener than once a month.
- EC Miners can get subs—especially married men.
- BM Not granted.
9. Bunkhouses to be eliminated.
- M & S A. Does not apply.
- WDC Does not apply.
- CC Cannot eliminate bunkhouses at present.
- EC No.
- BM No.
10. The charge for room and board in the company boarding houses shall not exceed one dollar per day.

M & S A. Already being done.  
 WDC Already in effect.  
 CC Our boarding house is charging 90¢ per day for board.  
 EC The present price is 90¢ per day for board.  
 BM Already in effect.

11. Contract miners shall have the right to choose their own partners.

M & S A. Agreed to allow contract workers to pick their own partners subject to restriction when interfering with other work.  
 WDC Subject to the approval of the company at all times.  
 CC Subject to the approval of the company at all times.  
 EC Whenever possible.  
 BM No, to be settled by pit boss and committee.

12. 75 cents extra wages per day for both contract and day workers working in wet places.

M & S A. Not agreed upon.  
 WDC Company to keep places dry.  
 CC No, cannot possibly pay this.  
 EC Men to be paid for starting and stopping electric pumps.  
 BM No.

13. Equal turn of cars for all men.

M & S A. Miners to receive equal turn of cars when mine is in operation providing they do not lose their turn any time in the day.  
 WDC Equal turn of cars for all men working in the mine that day, providing he is able to keep his turn.  
 CC Equal turn of cars for all men working in the mine that day, providing he is able to keep his turn.  
 EC If men can hold their turn when mine is working.  
 BM When the mine is operating yes as far as practicable.

14. Free tools for the men and no charge for sharpening them.

M & S A. Agreed upon.  
 WDC The present practice of furnishing free tools to the men with the present nominal charge for sharpening, will continue.  
 CC The present practice of furnishing free tools to the men with the present nominal charge for sharpening will continue.  
 EC Conditions as at present.  
 BM No, to remain as at present.

15. A charge of 25¢ for light or bulb and continuous 24-hour service.

M & S A. Light charges to remain as at present, getting same below cost now.  
 WDC The present rates and service to continue.  
 CC No, cannot grant this as we are not breaking even on our lights now.  
 EC Charges of 25¢ per man per month for light.  
 BM Does not apply.



16. House rent to be charged one dollar per room, and proper repairing to be kept up by the company.

M & S A. House rents to remain as at present.  
WDC Present rates to continue and the Company will do everything possible towards repairs as soon as it is financially able.  
CC Present rates to continue and the company will do everything possible towards repairs as soon as it is financially able.  
EC This is up to individual mines.  
BM Reasonable repair to be kept up by the Company.

	Present Rate	New Rate
	\$ 7.00	\$ 5.00
	10.00	7.00
	11.00	8.00
	9.00	6.50
Harris house	7.00	4.00

17. All companies to install wash houses and the men shall be charged 50¢ a month for the use of same.

M & S A. Wash houses already installed.  
WDC Impossible to install under present business conditions.  
CC Will erect a wash house as soon as possible, but cannot do so at present under present financial conditions.  
EC Will install wash houses when possible to do so.  
BM Agree to do so when possible.

18. Company to supply fresh drinking water.

M & S A. Plenty of fresh drinking water available at all times.  
WDC Does not apply . . .  
CC Does not apply.  
EC The company will bore a well as soon as possible.  
BM As before.

19. Where the miner has to remove bone clay or blackjack from any portion of the seam, same to be paid on the basis of 10¢ per inch per lineal yard.

M & S A. Does not apply.  
WDC Does not apply . . .  
CC No change on this item from past practice.  
EC Does not apply.  
BM Does not apply.

20. The company to remove all machine slack or cuttings, or where the miner loads same to be paid on a mine run basis, on the regular tonnage rates.

M & S A. Not agreed upon.  
WDC No change in the present custom.  
CC Miners to remove all cuttings as usual, but all slack loaded in cars to be paid for at the rate of 20¢ per car, and, if unloaded, an additional 20¢.  
EC Yes.  
BM Miners to remove all cuttings as before but all slack loaded in cars to be paid for at the rate of 14¢ per ton.

21. All rubbish, rock and other material and waste to be handled and unloaded by the company.

M & S A. Agreed upon.  
 WDC Not more than one car of clay shall be placed in the spare room of a miner during any one working day.  
 CC Miners to unload this at 25¢ per car.  
 EC Yes.  
 BM Miners to unload this at twenty-five cents per car.

22. All water to be removed by the company, on all roads, and at the working face, and same places to be kept as dry as possible.

M & S A. Agreed upon.  
 WDC The company will keep all roads and working faces as dry as is practical.  
 CC The company to pay by the hour for removal of water from the working face, work to be done by the miners.  
 EC Yes.  
 BM The company to pay by the hour for removal of water from the face, work to be done by the miner.

23. The company to be responsible for all cars lost or damaged in the mine.

M & S A. Agreed upon except where due to carelessness of employees.  
 WDC The company is to be responsible except when such loss or damage is caused through the carelessness of the miner. A miner informing the driver of that district and the pit boss that a car has been left in a dangerous place will relieve the miner of the responsibility of the loss or damage of the car later.  
 CC No, the company only responsible for damage of cars when fault of company, miner to pay for cars damaged in the case of his own fault or neglect. Whenever car is in danger, miner must report same to driver and Pit Boss. Damaged cars through miner's neglect to be charged to him at the cost of repairing.  
 EC This is subject to adjustment by the miners' committee and the mine manager.  
 BM No. The company only responsible for damage to cars when fault of company. Miner to pay for cars damaged in the case of his own fault or neglect. Whenever car is in danger Miner must report same to Driver and Pit Boss. Damaged cars through Miner's neglect to be charged to him at the cost of repairing.

24. Where any part of the mine has caved in the workmen not to be held responsible for loss of tools or any other materials.

M & S A. Every miner must leave his tools at room neck close to entry when leaving work. If he leaves them at the face he will be charged.  
 WDC The workmen not to be held responsible for loss unless through his own carelessness and failure to report to the pit boss.  
 CC The workmen not to be held responsible for loss unless through his own carelessness and failure to report to the Pit Boss.  
 EC This is subject to adjustment by the miners' committee and the mine manager.  
 BM Tools to be brought to the room neck at the end of each shift.

This eliminates any responsibility to the Miner.

25. All wrecked cars of coal to be paid for by the average weight of same type of cars for the day.
- M & S A. Agreed upon.  
WDC The present practice of paying for cars lost in wreck, to be continued.  
CC The company will pay for accidentally wrecked cars when it is the company's fault. Where the miner over-builds or loads too loose he will be responsible himself.  
EC Yes, except when from man's own carelessness.  
BM The Company will pay for accidentally wrecked cars when it is the Company's fault. Where the Miner overbuilds or loads too loose he will be responsible himself.
26. Company to supply all chalk to miners free of charge.
- M & S A. Already being done.  
WDC The present practice of supplying chalk to the miners free of charge will be continued.  
CC The present practice of supplying chalk to the miners free of charge will be continued.  
EC Yes.  
BM Does not apply
27. In any room more than 20 feet wide, over-shovelling to be paid at 50¢ per lineal yard.
- M & S A. No room will be driven more than 20 feet wide except where cutting on both sides of track.  
WDC No change in present system.  
CC No pay for overshovelling. Miners are not asked to shovel in a room over 20 feet wide.  
EC Does not apply.  
BM No pay for overshovelling. Miners are not asked to shovel in a room over 20 feet wide.
- \*28. Machine rates will be adjusted to 7¢ per ton to be distributed, 4¢ to the machineman and 3¢ to his helper.
29. The present system of mining and weighing as it applies to the contract miner to continue and an advance of 5¢ per ton given to present contract mining rates.
30. An increase of \$5.00 per month will be given all monthly men, they to continue to work as heretofore.
31. All day men will receive an increase in hourly rate over rates paid prior to October 8 of 10%.

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\* Conditions 28 to 32 inclusive only applied to the agreement signed by C. C. Morfit and S. Holley representing Western Dominion Collieries and G. Wilkinson, P. Dzuba, G. Brown and T. Bowman representing the employees of this mine.

32. All of the above changes to be retroactive as to the time of recommencement of work on October 8.

Rate of Wages

1. Manitoba and Saskatchewan Coal Company

Agreed that men paid by the hour get paid 10 hours pay for nine hours of work, at the old rate.

Contract workers a raise of 10 per cent.

Other rates agreed to:

Underground:

Labourers	33 1/3 cents per hour
Drivers	33 1/3 cents per hour
Trackmen	36 cents per hour
Trackmen Helpers	33 1/3 cents per hour
Timbermen	39 cents per hour
Timbermen Helpers	33 1/3 cents per hour
Hitcher	41 1/2 cents per hour
Hitcher Helpers	33 1/3 cents per hour
Pumpman	36 cents per hour
Engineer haulage	39 cents per hour
Rope Rider	33 1/3 cents per hour
Boys under 18	20 cents per hour
Shovel operator	55 cents per hour
Shovel operator Helper	45 cents per hour
Sullivan Bottom Cutter Operator	4 cents per ton
Sullivan Bottom Cutter Helper	3 cents per ton
Jeffrey Arcwall Cutter Operator	3 cents per ton
Jeffrey Arcwall Cutter Helper	2 cents per ton
Shearing machine Operator	50 cents per place
Shearing machine Helper	30 cents per place
Shot firers	12 cents per ton
Loaders	27 1/2 cents per ton

Surface:

Pit Boss	\$140.00 per month
Foreman	120.00 per month
Stokers	33 3/4 cents per hour, 8 hour day
Stationary Engineer	140.00 per month
Clerk	120.00 per month
Store Manager	100.00 per month
Night Watchman	100.00 per month
Mechanic	55 cents per hour
Mechanic Helper	40 cents per hour
Blacksmith	45 cents per hour
Car Repairer	45 cents per hour
Loco. Engineer	50 cents per hour
Loco. Fireman	33 1/3 cents per hour
Loco. Brakeman	33 1/3 cents per hour
Loaderman	39 cents per hour
Tipple Operator	40 cents per hour
Weighman	40 cents per hour
Labourers	33 1/3 cents per hour

2. Western Dominion Collieries Ltd.

<u>Occupation</u>	<u>Rate Sept. 1, 1931</u>	<u>Present Rate adopted Oct. 19 &amp; 20, 1931</u>
Solid coal, Miner	70¢ per ton	75¢ per ton
Entry coal, Miner	55¢ per ton	60¢ per ton
Room coal, Miner	40¢ per ton	45¢ per ton
Machinemen	3¢ per ton	4¢ per ton
Machinemen Helper	2 1/2¢ per ton	3¢ per ton

<u>Occupation</u>	Rate Sept. 1, 1931	Present Rate adopted
		Oct. 19 & 20, 1931.

Underground Daymen (formerly paid on the basis of a 10 hr. day, now paid on the basis of 9 hr. day) works out as follows:

Track boss	35¢ per hr.	38.88¢ per hr.
Trackmen	30¢ per hr.	38 1/3¢ per hr.
Loco. Drivers	35¢ per hr.	38.88¢ per hr.
Horse Drivers	30¢ per hr.	33 1/3¢ per hr.
Trappers	15¢ per hr.	16.66¢ per hr.
Pumpmen	32 1/2¢ per hr.	36.1¢ per hr.
Cager 1	35¢ per hr.	38.88¢ per hr.
Cagers	30¢ per hr.	33 1/3¢ per hr.
Timbermen 1	35¢ per hr.	38.88¢ per hr.
Timbermen	32 1/2¢ per hr.	36.1¢ per hr.

Surface:

Power house firemen	32 1/2¢ per hr.	36.1¢ per hr.
Tipple Engineer	35¢ per hr.	38.88¢ per hr.
Tipple loadermen	32 1/2¢ per hr.	36.1¢ per hr.
Tipple labourers	30¢ per hr.	33 1/3¢ per hr.
Trackmen (1 at 32 1/2)	30¢ per hr.	33 1/3¢ per hr. (36.1)
Blacksmith	52 1/2¢ per hr.	58.3¢ per hr.
Carpenter	35¢ per hr.	38.88¢ per hr.
Loco. Fireman	32 1/2¢ per hr.	36.1¢ per hr.
Teamsters	30¢ per hr.	33¢ per hr.

An increase of \$5.00 per month to all monthly men, they to continue work as heretofore.

3. Crescent Collieries Ltd.

Company men	30¢ per hr.	33 1/3¢ per hr.
	32 1/2¢ per hr.	36.9¢ per hr.
	35¢ per hr.	37 1/2¢ per hr.

Contract Mining:

Rooms	45¢ per ton	46¢ per ton
Entries	56 1/2¢ per ton	60¢ per ton

Present Rate adopted  
Oct. 19 & 20, 1931

Occupation:

Machine men	7 3/4¢ per ton
Trackmen	28¢ per hour
Drivers	28¢ per hour
Hoist men	28¢ per hour
Maintenance	28¢ per hour
Pumping	37¢ per hour
Cageing	30¢ per hour
Weighman	30¢ per hour, Previous to November, 37 1/2¢ per hour

Present Rate adopted  
Oct. 19 & 20, 1931

Loadermen  
Blacksmith  
Teamster

28¢ per hour  
\$120.00 per month  
\$50.00 per month

4. Eastern Collieries Ltd.

Rate Sept. 1, 1931

Present Rate adopted  
Oct. 19 & 20, 1931

Surface:

Daymen	30¢ per hr.	33 1/3¢ per hr.
Loadermen	35¢ per hr.	35¢ per hr.
Blacksmith	35¢ per hr.	37 1/2¢ per hr.
Tippleman	32 1/2¢ per hr.	35¢ per hr.

Underground:

Pit Boss	42 1/2¢ per hr.	42 1/2¢ per hr.
Machineman	35¢ per hr.	35¢ per hr.
Machineman Helper	35¢ per hr.	35¢ per hr.
Cager	35¢ per hr.	35¢ per hr.
Trackman	37 1/2¢ per hr.	37 1/2¢ per hr.
Trackman Helper	32 1/2¢ per hr.	35¢ per hr.
Drivers	30¢ per hr.	33 1/3¢ per hr.
Ordinary Labour	30¢ per hr.	33 1/3¢ per hr.
Engineer	\$120.00 per month	\$120.00 per month
Nightman	\$90.00 per month	\$90.00 per month

Entry Coal: 29 cents per ton and 25 cents per lineal foot when mined and sheared. When not sheared 29 cents per ton and 50 cents per lineal foot.

Rooms: 29 cents per ton and to be cut as near bottom as possible.

5. Bienfait Mines Ltd.

Occupations:

Rate Sept. 1 1931

Present Rate adopted  
Oct. 19 & 20, 1931

Underground:

Miners:

Room-men (shovel, machine cut)	40¢ per ton	45¢ per ton
Entrymen (shovel, machine cut)	60¢ per ton	65¢ per ton

On miner's tonnage a dockage of 21 1/2% as agreed upon in September 1931 is taken.

Pit Boss	\$145.00 per month
Pumpman	35 3/4¢ per hour
Boss Trackman	35 3/4¢ per hour
Machine runners	45¢ per hour
Machine Helpers	40¢ per hour
Ordinary labour	33 1/3¢ per hour

	Rate Sept. 1, 1931	Present Rate adopted Oct. 19 & 20, 1931
<u>Above-Ground:</u>		
Manager		\$375.00 per month
Bookkeeper		\$120.00 per month
Engineer		41 1/2¢ per hour
Top-Boss		41 1/4¢ per hour
Blacksmith		41 1/4¢ per hour
Blacksmith Helper		35¢ per hour
Weighman		35 3/4¢ per hour
Powder House and general utility man		35 3/4¢ per hour
Loader man		35 3/4¢ per hour
Ordinary labour		33 1/3¢ per hour

The above scale of wages as agreed upon in September 1931 has been adhered to.

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Source: Wylie Commission, Exhibits, No. C-21, M-13, O-83, O-86, O-89.

## APPENDIX II

### RECOMMENDATIONS OF JUDGE E. R. WYLIE

1. That the agreements arrived at between the men and the operators during the conference held on October 19th and 20th continue in force until September 1st 1932.
2. That during the Summer of 1932 wage schedules for the following year, or such longer period as may be agreed on, be fixed at a conference between the operators and the men of the respective mines.
3. That in order to remove a cause of friction in the future as to dockage screenings, etc. the wage schedules of the Miner be worked out so that in every Mine where the change of system can be reasonably effected, the Miner shall be paid on a Mine-run basis.
4. That pending the revision of these schedules, normal conditions of timbering in the rooms continue to be included in the tonnage rate, but that any abnormal condition, requiring additional timbering in the rooms, be paid for at the present rate for timbering in entries, or at such other rate as may be agreed on.
5. That on the revision of wage schedules, provision be made for a different rate for the man not qualified under the Act to have charge of a working face, and the qualified man with whom he is working in the same room.
6. For the better enforcement of health regulations, that the Government consider the advisability of including all Mining Camps outside of an incorporated village in a separate unit or Health District.
7. That provision be made in the Mines Act or Public Health Act, requiring the owner, manager or agent to keep all houses in Mining Camps, occupied by Mine workers, in a reasonably good state of repair, and to provide the Camp with a sufficient supply of good drinking water.
8. A more thorough inspection of the Mines and a more detailed inspector's report, covering all working conditions in the Mine and reporting on any contravention of the Act and regulations.
9. The strict enforcement of all provisions of the Mines Act and regulations.
10. An inspection of the tippie scales on or before the first day of September in each year by the Inspector of Weights and Measures.



11. That the check weighman, or representative Committee from any Mine may, at any time, apply to the Minister who shall be empowered to and may, if he thinks it necessary, direct an inspection either as to weight or as to the condition of the scales.
12. That the heat value in B.T.U. and other values of the coal mined in different districts of Saskatchewan, be ascertained and fixed by Government analysis.
13. That the heat value in B.T.U. and other values of the coal from all Mines producing coal above a certain quantity for sale, be ascertained and fixed in the same way.
14. That the Government consider the advisability of introducing legislation, with a view to having the coal from all Mines in the Province, producing coal above a certain quantity, sold under a trade name, and the name of the Mine and the area in which it is situated designated.
15. That the working arrangement between the operators and the men for the deduction of an agreed amount for medical services and sick fund, be continued, and that the amount be paid out by the operators as directed by the men, the details to be worked out and embodied in future legislation.
16. That the special Rules referred to in Section 39 of the Mines Act be formulated and adopted at a special conference between the Manager and a representative Committee of the men at each Mine, and approved by the Minister as soon as possible.
- 16-a That in view of the evidence submitted, the existing subvention rate be reconsidered by the Canada Fuel Board.
17. That the Mines Act be amended so as to incorporate in due form the following provisions:
  - (a) A provision making it clear that the Act is intended to apply to Coal Mining, and not to other forms of Mining.
  - (b) That in addition to the Certificates of Manager and Pit Boss provided by the Act, there shall be a Third Class Certificate granted to any applicant qualified to act as Manager of a Mine where less than six persons are employed, and a Miner's Certificate granted to any applicant entitled to be in charge of a working face.
  - (c) That no person be allowed to operate a Mine where less than six persons are employed, without having first obtained the Third Class Certificate referred to, at least.
  - (d) That no Miner be allowed to be in charge of a working face at any Mine, unless he is the holder of a Miner's Certificate, and that no Miner shall receive such Certificate, unless he has been employed in some capacity underground in a Mine for, at least, six months, and has satisfied the Inspector by oral examination as to his ability as a Miner.

- (e) That an applicant for a Third Class Certificate must have qualifications, at least, equal to those of a qualified Miner, and must satisfy the Inspector by oral examination as to his ability to manager the class of Mine to which his Certificate applies.
- (f) That any applicant for a Third Class Certificate, or any applicant for a Miner's Certificate, being dissatisfied with the decision of the Inspector may appeal in writing to the Minister, who may appoint a special Board for the purpose of granting such applicant an oral examination, or may otherwise decide the matter, and his decision shall be final.
- (g) That on and after the 1st day of September, 1932, all wages earned by any person, or persons, employed in or about a Mine, in which twenty or more persons are employed underground, shall be paid twice a month unless otherwise agreed.
- (h) In a Mine where wages depend on the amount of coal gotten out, all wages shall be paid according to the weight or admeasurement of all the coal gotten out by the Miner, with a provision that an agreement may be made between the Miner and the operator for deductions on account of slack or nut coal, or on account of impurities in the coal.
- (h-a) That an adequate amount of ventilation shall mean not less than 200 cubic feet of pure air per minute, for each person and animal employed in the Mine.
- (i) That the Mine fan be kept in operation for 24 hours a day, including Sundays, and that should it be stopped at any time during working hours, the Miners be immediately withdrawn until the operation of the fan is resumed.
- (j) That all air passages be kept reasonably clear of clayfalls or other impurities.
- (k) That all doors in actual use in the Mine be kept closed, and that all doors not in actual use be taken off the hinges, and that no doors be propped, or fastened back, or opened, except for the passing of persons, animals, cars or locomotives.
- (l) That the Owner, Agent or Manager in every Mine shall post in some conspicuous place at the Mine, a plan showing the ways of ingress or egress to and from the various outlets, with the travelling roads leading thereto.
- (m) That immediately after inspection, the Inspector shall cause to be posted in some conspicuous place at, or near, the entrance to the Mine, a copy, or duplicate, of his report.
- (n) That properly constructed ambulances, or stretchers, with splints, bandages, and sufficient other medical supplies necessary for the purpose of rendering first aid, shall be kept at every Mine ready for immediate use in case of accident.

- (o) That at least one person in every Mine shall hold a Certificate showing that he has taken a course in First Aid and Ambulance work, fitting him to give first aid to persons injured in or about the Mine.
- (p) That where more than 20 persons are employed below ground, a wash-house approved by the Minister shall be provided containing hot and cold water, where such persons may conveniently wash themselves and dry and change their clothes.
- (q) That the present agreement in the larger Mines referred to as to hours, be continued until September 1st 1932, and that, thereafter, no Miner shall be allowed to work below ground for more than 8 hours during any consecutive 24 hours, except in case of emergency, provided that the time may be extended by special agreement between the operators and the men when necessary, in order to enable the Mine to fill increased orders in the busy season, or rush orders at other times.
- (r) That man-holes be required in every haulage way, the same to be at least 3 feet in depth from the wall, 5 feet high, and 3 feet wide, and when old rooms or cross-cuts are used as man-holes, the same shall be properly marked in accordance with the Act and kept clear of refuse or other material.
- (s) That no working place in a Mine shall be driven more than 60 feet ahead of ventilation, without cross-cuts.
- (t) That sub-section 3 of Regulation 5 of the Mines Act be revised so as to make it clear that in all Mines where inflammable gas has not been found within the preceding 12 months, the Pit-Boss, or other competent person shall inspect the Mine every day, immediately before work is commenced in any day.
- (u) That a copy of the report of such Inspector shall be signed as provided by the Act and also posted in a conspicuous place at, or near, the entrance of the Mine.
- (v) That Section 37 of the Regulations be repealed and a new Section substituted, providing that a sufficient supply of suitable timber shall be constantly kept in each working place, as near the working face as is practicable, and in no case shall it be further away than the nearest cross-cut to the working face, or other convenient place in the vicinity thereof.
- (w) That the Miners in any Mine may require the Owner, Manager or Agent to deduct a certain pro-rata amount from their wages to pay the check weighman, but will pay the same to him in such amount and at such time as the men in each Mine direct.
- (x) The recommendations in this report have been limited to complaints made during the Inquiry, and matters arising therefrom, but some further revision of the Act, in due course, would appear to be necessary in order to better regulate the Industry in its present state of development.

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Source: Wylie Commission, Report, pp. 139-47.

## APPENDIX III

### RECOMMENDATIONS OF D. A. McNIVEN

#### 1. Wages

1. That there be no reduction in the present wage scales in operation at the Five Deep Seam Mines.
2. That the hourly wage scale of company men in the employ of Eastern Collieries Limited be increased from 30¢ per hour to 33 1/3¢, being the wage agreed upon at the conclusion of the strike in 1931.
3. That the wage rate, both of company and contract men in the employ of the Crescent Collieries Limited be restored to the level agreed upon at the conclusion of the strike in 1931.
4. That the contract rate for coal loaders in the employ of the M. & S. Mine be increased from 25¢ to 30¢ per car.
5. That the contract rate for coal diggers in the employ of Eastern Collieries Limited be increased from 29¢ per ton to 35¢ per ton, being the rate applicable in the summer months, when lump coal is reduced to cobble size.
6. That the present day levels be increased by an amount equivalent to 50 percent of an increase in present price of coal at the mine head and that such increase be made a condition of any increase in the price of coal at the mine head.
7. That a minimum or fair wage be established for application to the whole mining area by competent authority, part of whose responsibility would be its enforcement.

#### 2. Working Conditions

1. That all mines be licensed by governmental authority and that a condition of granting such license be the ability of the mine operator to provide good working and living conditions and the maintenance of a proper wage schedule for the miner.
2. That there be a more rigid inspection of the smaller mines particularly with regard to living and working conditions and having regard to the safety of the miner, and that inspection reports be made in greater detail.
3. That all mines be brought under the Workmen's Compensation Board

and that failure to pay the rates charged result in the cancellation of license and closing of the mine.

4. That the rule of seniority apply in all mines, for example, in the giving of work during the slack season preference be given to the older employees—provided older man just as capable as younger man for particular work.

### 3. Legislation

1. That legislation similar to the Trades and Industries Act of the Province of Alberta and Quebec be enacted in this province.
2. That the price of coal be stabilized at the mine head in a manner similar to that used in the Drumheller field pursuant to the Trades and Industries Act of the Province of Manitoba and on a basis that will give to invested capital a fair return and insure the worker a living wage to be made applicable to all mines.
3. That the retail price of all fuels for consumption in Saskatchewan be fixed by competent authority on a plan similar to that followed by the Local Government Board in fixing the price of milk.
4. That the wholesale price of all coal mined in Saskatchewan for consumption in Saskatchewan be fixed by competent authority on a plan similar to that followed by the Local Government Board in fixing the price of milk.
5. That legislation be enacted in this province similar in terms to the Coal Miners' Wages Securities Act in the Province of Alberta.
6. That the area of any lease granted in the future be restricted to a minimum of 40 acres.
7. That until present day consumption of lignite coal has been increased by 250,000 tons, no new leases for mining coal be granted and no new mines be opened up except for the personal use of the owner thereof.
8. That the Department of Natural Resources collect, assemble and distribute authoritative information with respect to the merits of lignite coal, and the kind of burning equipment necessary for its most efficient use. This should be done without reference to the product of any particular mine.
9. That every fatal accident be fully investigated and the Provincial Act be amended so as to provide a plan for such investigation similar to that obtaining in Nova Scotia or Alberta, or in the alternative that the jury empanelled be selected from the workmen in mines other than the one where the accident occurred.
10. That the coal industry be placed under the supervision of a Board or other governmental agency whose responsibility would be the enforcement of legislation pertaining to the industry and the adjustment of matters as between the operator, the wage earner and

the consumer.

4. General

1. That the hours of employment as provided for in the Mines Act be adhered to, particularly in the smaller mines, where the evidence shows that the men work anywhere from 8 to 14 hours for a minimum return.
2. That the hours of continuous employment for engineers, firemen and others doing special work be reduced with allowances such as provided for in the Act relating to One Day's Rest in seven without corresponding reduction in the monthly wage.
3. That the operators be directed to reduce the cost of production by effecting an adjustment of interest rates paid on capital borrowed many years ago commensurate with present day interest rates.
4. That the operators be directed to reduce the cost of production by effecting a reduction in the amounts paid to high salaried officials.
5. That a saving in the cost of production could well be effected by a reduction in the number of sizes of coal without any concurrent loss to the consumer.
6. That mines removed from railroad facilities cannot ship coal as economically as those situated on the railroad and therefore might justifiably be precluded from shipping coal and as compensation therefore be allotted certain territory in which the shipping companies would be precluded from selling their product.
7. The sub-ventions paid by the Government of Canada are unfair and inequitable and constitute a discrimination against the Lignite fields of Southern Saskatchewan in its natural geographical market.
8. That the wage earners in this Industry have the right to organize . . . without interference from the operators and that the principle of Collective Bargaining be recognized.

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Source: Turgeon Coal Commission, Factum of D. A. McNiven.

## APPENDIX IV

### RECOMMENDATIONS OF J. A. CROSS

1. Sizes of Coal should be standardized, and where possible the number of sizes decreased.
2. That a Coal Sales Act be passed similar to The Coal Sales Act (Alberta), Chapter 21, of 1925, or The Coals Sales Act (B.C.), Chapter 38, of 1931.
3. If the policy of subvention in respect to industrial shipped coal is to be continued then the appropriate Provincial Authority in conjunction with the shipping mines operation should make representations to the appropriate Dominion Authority to have the same put on a proper footing, so that the discrimination against Saskatchewan in relation to Alberta coal be removed.
4. That an Act be passed similar to The Coal Miners Wages Security Act of Alberta, Chapter 46, of 1928 as amended.
5. Sampling and chemical analysis. Steps should be taken to at least gradually extend the analysis by an official of the Government duly qualified for the purpose or by a like official of the University. The information should be available to mine operators and consumers but should not be published.
6. The consolidation or amalgamation of mines should be encouraged among the mine operators, having due regard to the rights of all parties concerned.
7. That all mines, both large and small, should be placed on the same footing so far as Workmen's Compensation Insurance is concerned, and that there should be a tightening up in so far as all regulations are concerned.
8. That the Department of Natural Resources, which has a Mines Branch and a staff of officials, be given jurisdiction over and exercise the administrative functions of Government in regard to all matters directly concerning the coal industry of the Province; except those which more properly belong to the Bureau of Labour, such as those dealing with wages and industrial disputes.
9. That with the object of securing unified control of all Government activities affecting the coal industry, arrangements be made for close cooperation among such branches of Government as Mines Branch of Department of Natural Resources, Bureau of Labour and Workmen's Compensation Board. A close system of cooperation should result in

doing away with duplication of services, that might be otherwise performed by one official.

10. That one of the functions of the Department of Natural Resources be the assembling and publication of all important information concerning the coal industry.
11. That a small advisory board be appointed by the Lieutenant Governor-in-Council to confer with and advise the appropriate department in respect to the industry. The Board should be thoroughly representative of the industry with say the Deputy Minister of Natural Resources as chairman. That such board be paid only actual out of pocket expenses for attending meetings.
12. That no further mining leases be issued except for personal use of the lessee, unless necessity for the opening of another mine be shown, and that efforts be made to have the Canadian Pacific Railway and other owners of coal mining properties agree to do likewise.
13. That as a temporary measure an Act be passed along the line of the Department of Trade and Industries Act of Alberta, Chapter 33 of 1934, but made applicable only to the Coal Industry, and leaving as far as possible the business in the control of the Industry itself.

Provision should be made for flexibility so that changing conditions in the industry can be conveniently and readily met. At least all shipping mines should be brought under its control, and proper provision made for enforcement of any scheme set up. The Constitutional limitations of the Province must of course be observed.

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Source: Turgeon Coal Commission, Factum of J. A. Cross.



## APPENDIX V

### RECOMMENDATIONS OF B. D. HOGARTH AND W. W. LYND

1. Control of mines and leasing of coal lands under one department in order to ensure the formation of a uniform policy.
2. Each mine must be licensed before it can operate.
3. Regulations to be set up under the Act prescribing the conditions under which licenses will be granted.
4. Until the Act is passed and the machinery set up for its administration, and for determining minimum prices as hereinafter suggested, the prices in effect at the end of the quota agreement should be maintained and the present wage schedules maintained.
5. That the composite cost of production be ascertained by examination by a Government auditor of the books and financial statements of the Group mines; and that a minimum price schedule be set up for the industry which will yield an average realization equal to the composite cost figure.
6. That if a minimum price be established, then a minimum wage schedule should also be established, based on 30 cents an hour for common labour. The minimum hourly wage not to apply to contract workers. Without a minimum price, a minimum wage would be absolutely unfair and unjust.
7. That a board of control be established by the Act, such board to be composed of 5 members, that one of such members be selected by the stripping mines, one by mines selling annually 35,000 tons and less, and 2 by underground mines selling annually more than 35,000 tons; each group to elect its own member or members of the board; and the voting power to be based on tonnage sold for the previous year; the fifth member of the board to be the chairman, and to be nominated by the Minister, and to be a Judge of the Court of Appeal or the Court of King's Bench in Saskatchewan; the board to regulate and control the industry in all its phases, and to have the power to make regulations governing the industry, including the establishment of codes with a view to abolishing unfair and unethical business practices, such regulations, when passed by the board, to have the same force and effect as if passed by the Legislature.
8. Fines and penalties to be imposed on any licensee committing breaches of the Act or regulations, with a provision for cancellation of a license if a licensee has on more than three occasions in one coal season been convicted of a breach of either the Act or regulations.

9. Amendments of the Mines Act, where necessary, to make its provisions apply equally to all classes of mines, and a stricter inspection of the mines and enforcing of the law.
10. Workmen's Compensation Act to be made applicable to all mines. Small mines to be put in a class by themselves and made to carry the burden of their own accidents and fatalities. Employees to be assessed an initial amount of one percent of their pay; merit system to apply, and assessments of employees to be increased in proportion to any increase in rates to employers.
11. No license to be issued until satisfactory evidence is furnished:
  - (a) That the applicant has paid all wages of his employees;
  - (b) That the applicant is under the Workmen's Compensation Act, and has paid all assessments made on him under that Act;
  - (c) That the applicant has paid all rents and royalties that have become due and payable.
12. Legislation along the lines of the Alberta Coal Miners' Wages Security Act requiring satisfactory evidence of the financial ability of a licensee to meet obligations in respect to wages, or in lieu thereof, requiring a licensee to furnish a bond to the satisfaction of the Minister guaranteeing the payment of the wages of his workmen.

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Source: Turgeon Coal Commission, Factum on Behalf of Group Mines, B. D. Hogarth and W. W. Lynd.

## APPENDIX VI

### AGREEMENT ENTERED INTO BETWEEN:

THE MINeworkERS CENTRAL UNION OF ESTEVAN AND DISTRICT

Of the First Part

- and -

MANITOBA AND SASKATCHEWAN COAL COMPANY, ROCHE PERCEE COAL MINING COMPANY, LIGNITE COAL MINES LTD., BADGERINE MINE, HIGH TEST LIGNITE COAL COMPANY, JENISH BROTHERS MINE, NORTH WEST COAL COMPANY, EASTERN COLLIERIES, BANIULIS BROTHERS LTD., NORTH COAL MINE, AND WESTERN DOMINION COAL MINES LTD.

Of the Second Part.

It is mutually agreed and understood that the following conditions and rates shall govern the parties hereto from March 15, 1940, and that this contract will remain in full force and effect for the period that Canada will be engaged in a state of war and for one year following the date on which the state of war is concluded. To discuss a renewal or change of this contract, either party will give at least thirty days' notice to the other prior to the date of its expiration. If the Company desires to terminate this agreement it will notify the Secretary of the Union; if the Union wishes to terminate this agreement it will, through its Secretary, notify the Coal company. In any case the parties will meet in conference prior to the expiration of this contract to discuss changes or renewals thereof.

### COST OF LIVING REVIEW

It is agreed between the contracting parties that commencing March 1st, 1940, a review of the cost of living will be conducted by the Company and the Union every three months. The Union will appoint its representative, as will the Company in conjunction with other Coal companies. The two appointees will agree on a third representative. These three representatives will constitute a Board of Review, will assess any increase in living costs and if it has been found that the cost of living has advanced in the preceding three monthly period, the extent of such increase will be applied in the form of a bonus as an addition to all wages, both datal and contract, as specified in this agreement.

### MANAGEMENT OF MINE

The right to hire and discharge, the management of the mine and

the direction of the working forces are vested in the Company and the Mineworkers Central Union of Estevan and District shall not abridge this right. However, the Company agrees not to discharge employees or refuse work to applicants on account of, or because of their membership or affiliation with the Mineworkers Central Union of Estevan and District.

#### CHECK-OFF

This contract is made and entered into for the sole use of the members of the Mineworkers Central Union of Estevan and District, and the members of the mines named as parties of the Second Part. All men in and around the mines or other plant coming within the scope of this agreement who are eligible to become members of the Mineworkers Central Union of Estevan and District shall join that organization and agree to sign Check-Off for all dues, and assessments and fines, and the management of the mines or plants agrees to make deductions for the same without charge, from the pay due the members of the Mineworkers Central Union of Estevan and District, and to forward such deductions made, to the Acting Secretary of the Union, or such other person as that official may designate.

#### FORM OF ORDER

\_\_\_\_\_ 194

TO \_\_\_\_\_  
\_\_\_\_\_

I authorize and empower you to deduct and pay to the Acting Secretary of the Mineworkers Central Union of Estevan and District or such other person as that official may designate, from my earnings from month to month, the sum of Three Dollars (\$3.00) or such less amount as may be designated by the Acting Secretary of the Union, or such other person as he may appoint by order.

NOTE: All sums over and above One Dollar and Fifty cents (\$1.50) per month shall be authorized in writing by the Acting Secretary to the Coal Companies, party to this agreement, it being understood that the sum of One Dollar and Fifty Cents will be the amount deducted from the pay of the members of the Mineworkers Central Union of Estevan and District. It is further understood that the Company will furnish a list of names of the workmen, from whom dues, assessments or fines have been deducted, each month, to the Acting Secretary of the Mineworkers Central Union of Estevan and District. All cheques shall be made payable to the "Mineworkers Central Union of Estevan and District" and marked "For Deposit Only".

#### RETROACTIVE PAYMENT OF INCREASES

It is mutually agreed and understood that all increases in this contract shall be made retroactive to the date following the termination of the strike which was December 10th, 1939.

### SENIORITY

It is mutually agreed and understood that seniority shall govern employment of all employees in the matter of employment and re-employment. Such seniority shall be based on the length of service of employees with the mine or other plant, and lay-offs or re-hiring of employees shall take place on this basis. It is agreed and understood that this is subject to the ability of the man to perform the work required.

### UNEMPLOYMENT

It is agreed and understood that when all mines have employed their full quota of employees they shall hire any additional employees required from a list containing names of unemployed mineworkers, and will, in all instances, give preference to the unemployed workers on such list before any workers from outside the district are hired. This list will be established jointly by the Union and the Company, and the Company will notify the Union Secretary when there is employment to be had for any local unemployed mineworker. To facilitate the proper functioning of this joint undertaking, each Company, party to this agreement, will post a notice at each mine, stating that preference of employment will be given to local resident mineworkers whose names are on the list above referred to. It is understood, however, that ability to perform the work required will determine employment from such list.

### SETTLEMENT OF LOCAL AND GENERAL DISPUTES

In case any disputes or grievances arise under this agreement or any supplementary agreement made in connection therewith, whether the dispute is claimed to have arisen by the Company or any person or persons employed, or by the men as a whole, then the Parties shall endeavor to settle the matter as hereinafter provided. The first step in adjusting grievances shall be for the workman or workmen affected to apply to the Pit Boss or foreman in charge of the work where the dispute arises, and, in the event of their agreeing, their decision shall be final. In the event of disagreement, the second step shall be for the mine or plant committee to discuss the dispute with the superintendent or manager of the mine or other plant. Should they arrive at agreement on the said dispute their decision shall be final. Should they fail to agree, the grievance shall be taken up by the Secretary of the Mineworkers Central Union of Estevan and District with the management of the mine or other plant affected, and in the event of their settling the matter their decision shall be final. Failing the ability of any of the parties to agree, the Union and the Company shall endeavor to select an Independent Chairman, and failing to agree shall ask the Minister of Labour to appoint such Chairman, whose decision shall be final and binding on both parties.

In the meantime, while all disputes or grievances are being investigated and settled, all workmen shall remain at their employment pending investigation and until final decision has been reached. Where the grievance has been caused by a workman or workmen being discharged, he or they shall remain out of employment until the dispute is adjusted

but if it is found that he or they have been unjustly discharged, compensation shall be made to the workman or workmen for loss of work, provided such claim is made by the Union to the Company within ten days of the date of such settlement. It shall be left to the Company and the Union to determine jointly what amount, if any, that is to be paid. Any breach of this agreement by any of the Parties hereto is not to void said agreement the same shall continue in force and effect.

#### DUTIES OF MINE OR PLANT COMMITTEE

The Mine or Plant Committee shall be a committee of three in each mine or other plant covered by this agreement, selected by the employees. Due notice of such selection, properly certified in writing, shall be given to the Company. The duties of the Mine or Plant committee shall be confined to the settlement of disputes between employees and the Company arising out of this agreement and all other agreements made in connection therewith, when the workmen and the Pit Boss or Foreman, have failed to agree. Under no circumstances shall members of the Committee leave their place of work during working hours for the purpose of settling any dispute, unless involving a stoppage of the mine, and the Committee and the Company shall cooperate to prevent any such stoppage.

#### NEW WORK

Whenever any new work arises, or a new job arises, a price for which has not been provided, either party shall seek a meeting with the other for the purpose of establishing a fair price thereon. Both parties shall be guided by existing prices and their effect on the earnings of employees. In the event of the Company and the Union being unable to settle the question in the manner as provided by the Settlement of Local and General Disputes clause, both parties will refer the dispute to an Independent Chairman and as provided for in that clause.

#### EMPLOYEES NOT UNDER UNION JURISDICTION

Office staffs and bosses or foremen are not to be included in the employees eligible for membership in the Mineworkers Central Union of Estevan and District. The term "bosses and foremen" shall be interpreted to mean anyone who has charge of two or more men and has power of discharge over employees working under him. Where such bosses or foremen do the work of that usually performed by Union members, except in case of emergency work, he or they shall automatically become members of the Union. This has reference to any work performed by the members of the Union. Where such bosses or foremen are employed at work usually performed by Union members, for a period of five days in any one month, they shall be deemed to have exceeded the term "emergency work" and shall pay Union dues to the Mineworkers Central Union of Estevan and District.

#### CONSTRUCTION AND REPAIRS

It is agreed that when construction and repairs is necessary at

the mine or other plant the Company shall give preference to employees, provided they are able to perform the work required. In any event, workers engaged on such work will be considered as under the jurisdiction of the Union and pay dues to the Union while engaged at such work.

#### PENALTY FOR ABSENCE FROM WORK

When an employee absents himself from his work for a period of more than two days, unless through sickness or by first having arranged with the mine or plant foreman and obtaining his consent, he may be discharged. All employees, whose absence from work would cause any stoppage of work must, before absenting themselves, properly arrange with the Company for or of their absence, otherwise they may be discharged. Any employee who habitually, to the extent of five days per month, absents himself from work, may be discharged.

#### DISCHARGE OF SALARIED EMPLOYEES

In the event of the Company finding it necessary to dispense with the service of employees who are paid on a salary basis, the Company shall give notice of such to the employee affected, such notice being in conformity with the terms on which salary is paid. For example, an employee who is paid by the month shall be given one month's notice, or the equivalent of his month's salary, should the Company feel it necessary to dispense with his services immediately.

#### PURCHASE OF GOODS

It shall be understood and agreed that all employees shall be at perfect liberty to purchase goods wherever they may choose to do so.

#### EMPLOYEES TO CARE FOR MINE OR PLANT

In the event of local or general suspension of work, arising out of any cause whatsoever, either at the expiration of this agreement or otherwise, employees who are required for maintenance of the mine or plant shall not cease work, but shall, if the Company so requires them, stay at their places of employment and fully protect the Company's property under their care, but it is further understood and agreed that the Company will not ask them to hoist or prepare in any way coal for sale in the market.

#### RETIREMENT

Where any employee has drawn his time before the regular pay-day, he shall be deemed to have severed his connection with the Company and any alleged grievance he may have had, ceases to be under this agreement. The words "Drawn before the Regular Pay-Day" are satisfied by the application of the Employee for, and his receipt thereof of his time check before the regular pay-day.

PAY-DAY

All wages earned by any person or persons employed in or about the mine or other plant shall be paid as at present. Any employee desiring to leave the service of the Company, shall, on his request, be paid all monies due him, within two days after his stoppage of work.

OVERTIME

All overtime shall be paid at the rate of time and one-half. Companies are requested to eliminate overtime and work on Sundays as much as possible.

WORKDAY

The length of the workday will be on an eight-hour basis and in conformity with the provisions of the Coal Mines Act of the Province of Saskatchewan, subject to changes therein.

HIRING OF DISPLACED EMPLOYEES BY COMPANIES  
HAVING SEVERAL OPERATIONS

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

DIVISION OF WORK

It is understood that all employees shall be given equal division of work, where reasonably practicable, during slack periods.

DISABILITY

Men having permanent partial disability or partial disability, received in or around the mines or other plant, shall be given preference in the class of work they can perform at the rates prescribed therefor in this agreement, provided that any such vacancy arises.

LIGHT WORK FOR AGED MEN

This will be a matter for sympathetic consideration by the Union and the Company and wherever possible to maintain an aged employee in service he shall be so employed at current agreement rates.

SUB-CONTRACTING

No sub-contracting of employees' services or that which will alter prescribed rates for work performed by employees under this contract



shall be allowed in any mine or plant operated by the Company.

#### HOLIDAYS

The following days only shall be observed as holidays:- New Year's Day, Good Friday, Victoria Day, Dominion Day, Labour Day, Thanksgiving Day, Union Election day and Christmas Day.

#### FUNERALS

In the event of an instantaneous death by accident in or around the mine or plant, the employees may suspend work on the day of the accident, but shall continue to work until the day of the funeral when they may suspend work.

#### EMPLOYEES ELECTED TO UNION POSITIONS

When an employee is elected to any permanent position within the Mineworkers Central Union of Estevan and District he shall retain his seniority in the mine or plant at which he was employed prior to his election and shall, upon application for work, be given employment on the basis of his seniority with the Company, when his services with the Union are discontinued.

#### CONTRACT NOT TO BE VOIDED BY UNION CONSTITUTION OR RULES

This contract is in no way to be voided or set aside because of any rule now in force or subsequent change in the constitution in the Mineworkers Central Union of Estevan and District.

#### MARKET RESTRICTIONS

It is agreed that the Mineworkers Central Union of Estevan and District will not in any way restrict or interfere with the marketing of coal, coke or briquettes to any person, firm or corporation. This is not intended to prevent, however, any measures that will be helpful to the Company in increasing the sale of its product, such measures not to be contradictory to the terms of this contract.

#### DEEP SEAM MINE PROVISIONS

#### CHECKWEIGHMEN AND CHECKMEASURERS

The company will grant the right to the miners to employ checkweighmen and checkmeasurers and will grant them every facility, including weigh sheets free of charge to enable them to render a correct account of all coal weighed or checked, and will allow the mine cars to be tared from time to time, the weighing machinery to be tested from time to time,

and will deduct from the wages of all contract miners such amount as may be designated by them from time to time and will pay over to the checkweigher or checkmeasurer such sums as are designated.

#### MINIMUM RATES

When a miner's working place becomes deficient owing to any abnormal condition, thereby preventing him from earning the minimum wage of \$ \_\_\_\_\_ per shift, the Company shall pay him a sufficient amount to secure him the said minimum, providing he has done a fair day's work.

#### MINERS TAKEN TO DO COMPANY WORK

It is not the intention of the Company to take contract miners away from their working place to do Company work but when it does, it shall pay him his average contract daily wage for the preceding pay period. Where such wage is not above the daily minimum for miners, the Company shall pay him the minimum rate for miners.

#### DELIVERY OF MATERIALS AND MINE CARS

The Company will at all times deliver an adequate supply of timber, ties and rails to the working face and will also take all mine cars to and from the working face.

#### WET PLACES

A working place where water drops from the roof in quantities sufficient to wet a man's clothing or where standing water is over three inches deep, shall be considered a Wet Place and the workman or workmen shall be paid fifty cents extra per day.

#### ROCK MINERS

When a man is engaged on Rock Work he shall be classed as a Rock Miner and be paid Rock Miners' wages. If he is engaged on repair work, where the amount of rock is greater than the amount of coal, then he shall be paid Rock Miners' wages.

If the amount of coal is greater than the amount of rock he shall be paid Coal Miners' wages. When he is engaged in brushing rock he shall be paid Rock Miners' wages.

#### POWDER AND SUPPLIES

Where powder and supplies are being sold by the Company to the employees they shall be furnished at cost price which shall include handling, transportation and insurance. In any dispute involving the cost of powder and supplies the matter shall be settled in the same manner men-

tioned in the clause dealing with Settlement of Local and General Disputes.

### TOOLS

Trackmen, timbermen, miners and all employees on day wages shall be supplied with tools by the Company. The employee will be responsible for the return of such tools to the Company when leaving service or finishing work for which the tools were required, or shall pay for same.

### FOR ALL MINES AND PLANTS

#### HOSPITAL ARRANGEMENTS

The matter of Doctor and hospital arrangements is to be arranged as provided for by the Workmen's Compensation Act of Saskatchewan.

#### WASH HOUSE

The Company will co-operate with the Union in establishing wash-house facilities for employees and in maintaining such in a clean and sanitary condition. A rate for use of such will be mutually agreed upon by the Companies and the Union.

#### UNEMPLOYED FIELD LIST

The Companies and the Mineworkers Central Union of Estevan and District shall jointly compile a list of unemployed mineworkers. Each Company shall certify to the Union that such workman or workmen have been employed at its mine or mines before he or they are put on such list. The list shall give details of the unemployed mineworkers' classification, age, status, whether married or single. When a man or men are hired the Union and the Companies shall jointly strike him or them off the list. When suitable, preference of employment shall be given local workmen before any applicants from outside the district are hired. In all cases, however, employment shall be based on the ability of the men to perform the work required.

#### ENFORCEMENT OF AGREEMENT

This Agreement shall not be operative or binding until it has been executed by all those engaged in coal mining or until a law applicable to the coal mining industry has been passed and has become effective imposing minimum wages at the rates specified in this Agreement and applicable to all persons, firms and corporations engaged in the production of coal. Such regulations to be applied to the whole province.

If it is found that any party hereto is not adhering to the terms of this agreement, and the necessary action to enforce such adherence is not taken within one month then the other parties hereto may at their option consider this agreement null and void and that they are not bound

by the provisions thereof.

Where any workman, employed under this contract, shall work at any classification for less than the prescribed rates he shall be dismissed from his employment and shall automatically lose his membership in the Union.

This Agreement, with rates and conditions as contained in Schedules annexed hereto and marked A, B, C, D and Amendments to Agreement Covering Small Mines as contained in Schedule E, shall be forthwith submitted by the Union for ratification by referendum vote to its membership, and upon being ratified by a majority voting upon such referendum, this Agreement and all of its provisions as described above shall be deemed to have become and to have been binding on the parties of the first and second parts as from the date as provided for in this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the 15th day of March 1940.

In the presence of

Witness: Allan Meikle  
P. Conroy

Manitoba & Saskatchewan Coal Co. Ltd.  
Crawford M. Thomson, Mike Rohotyn

Roche Percee Coal Mining Co. Ltd.,  
H. E. Poage

Lignite Coal Mines Ltd.,  
H. L. Johnston

Badgerine Mine,  
Hugh Banks

Jenish Bros.,  
Joe Jenish

Banner Mine,  
Albert Uhrich

North West Coal Co.,  
A. Konopaki

H. Banks  
Frank Zieglgansberger

Eastern Collieries of  
Bienfait Ltd.,  
H. Wallace

High Test Lignite Coal Co. Ltd.,  
Tom Muze                      Hans Anderson  
E. Insko                      Nels Anderson  
F. L. Thompson              William Gill  
P. Gembey                      William Olmey

Baniulis Bros. Ltd.,  
A. G. Baniulis

Western Dominion Coal Mines Ltd.,  
A. C. M. Wilson

North Coal Mine,  
Wm. Stebiuk

SCHEDULE ADATAL WAGES ABOVE AND BELOW GROUND  
FOR DEEP SEAM MINES

<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>
Machine Runners	.50 per hour
Machine Runners' Helpers	.45 per hour
Shearing Machine Operators	.50 per hour
Shearing Machine Operators' Helpers	.45 per hour
Miners on solid	.45 per hour
Loaders	.42 1/2 per hour
Shot Firers	.50 per hour
Shot Firers' Helpers	.45 per hour
Track Layers	.40 per hour
Switch Layers	.42 1/2 per hour
Timbermen	.42 1/2 per hour
Trip Riders	.40 per hour
Cagers	.40 per hour
Cagers' Helpers	.40 per hour
Motormen	.42 1/2 per hour
Driver	.40 per hour
Pumpmen	.42 1/2 per hour
Trappers (men)	.40 per hour
Mechanical Loaders (Underground)	.55 per hour
Mechanical Loaders Helpers	.45 per hour
Carpenters	.55 per hour
Blacksmiths	.55 per hour
Electrician	.55 per hour
Electrician's Helpers	.40 per hour
Tipple Checker	.40 per hour
Box Car Loadermen	.42 per hour
Screen Men	.42 1/2 per hour
Truck Drivers	.45 per hour
Tipple Dumper	.40 per hour
Railway Car Handlers	.40 per hour
Night Engineer and Fireman	.44 per hour
Firemen Stationary Boilers	.40 per hour
Truck Labourers	.40 per hour
Stableman	.40 per hour
Blacksmith's Helper	.40 per hour
Car Repairer and Rough Carpenter	.44 per hour
General Repair Man	.55 per hour
General Repair Man's Helper	.40 per hour
Slope Hoistman	.42 1/2 per hour
Scraper Runner	.40 per hour
Box Car Shoveller	.42 1/2 per hour
Hoist Engineer	.50 per hour
Locomotive Engineers	.55 per hour
Locomotive Firemen	.42 1/2 per hour
Brakeman	.42 1/2 per hour
Teamsters	.40 for time worked
Common Labour	.40 per hour

Boys in any category

.25 with raise of 5¢ per hour  
each year for 3 years and  
when he does man's work,  
man's pay.

Carpenters' Helpers

.40 per hour

Timbermen's Helpers

.40 per hour

SCHEDULE BCONTRACT RATES IN THE DEEP SEAM MINES

<u>CLASSIFICATION</u>	<u>RATES</u>
Loaders, 43 1/2 cubic feet to ton	.19 per ton
Unloading slack	.16 per ton
Loading, Shooting and Timbering in rooms behind Machine Cuts	.37 per ton
Loading Cobble Coal in rooms be- hind Machine Cuts	.39 1/2 per ton
Loading, Shooting in entries in rooms behind Machine Cuts	.60 per ton
Loading slack	.16 per ton
Conveyor Loaders	.16 1/2 per ton
Machine Runners in Rooms	.62 per room
Machine Runners' Helpers in Rooms, 6' x 25' room	.52 per room
Machine Runners in Entries	.34 per entry
Machine Runners' Helpers in Entries	.34 per entry
Loading and unloading clay	.25 per ton
Shot firers in Rooms	1.22 per room
Shot firers in Entries	.72 per entry
(In both cases shot firers shall be supplied by the Company with free powder.)	

On the basis of payment for loading on a tonnage basis, a tare of the mine cars at each mine will be conducted jointly by the coal company and the union and the weight of the car thereby determined. Such tare shall be on a basis of 43 1/2 cubic feet per ton. All tonnage based on 43 1/2 cubic feet to ton.

Under 'loading, shooting and timbering' miners shall buy their own powder and supplies.

SCHEDULE CMANITOBA AND SASKATCHEWAN COAL COMPANYRATES GOVERNING MACHINE CUTTING RATES

<u>CLASSIFICATION</u>	<u>RATES</u>
Sullivan Machine Runners in Rooms	.72 per room
Sullivan Machine Runners' Helpers	.62 per room
Lignite Mine Sullivan Machine Runner	.67 per room
Lignite Mine Sullivan Machine Runners' Helper, 9' Bar, 21' to 23' wide room	.57 per room
Sullivan Machine Runners in Entries	.37 per entry
Sullivan Machine Runners' Helpers in Entries	.37 per entry

Note: above rates apply for nine foot bar on Sullivan machines.

Jeffrey Shearing Runners	.33 per place
Jeffrey Shearing Runners' Helpers	.29 per place
Goodman Shearing Machine Runners	.36 per place
Goodman Shearing Machine Runners' Helpers	.36 per place

CONTRACT RULES FOR TRUCK DRIVERS AT  
BANIULIS BROTHERS' MINE

<u>CLASSIFICATION</u>	<u>RATES</u>
Truck drivers with Company truck	.45 per hour
Box car shovellers, Ry. weights to govern	.11 per ton

CONTRACT RATES FOR TRUCK DRIVERS AT  
LIGNITE COAL COMPANY

Box car shovellers. Ry. weights to govern	.11 per ton
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Where trucking contracts are entered into by any Company, the Company shall pay the workman driving the truck the contract rate of 45 cents per hour to be deducted from payments made under this contract.



SCHEDULE DSCHEDULE OF RATES FOR STRIP PITS

<u>CLASSIFICATION</u>	<u>Operating Rate per Hour</u>	<u>Repair Rate per Hour</u>
Stripping Shovel Operator	1.00	.75
Loading Shovel Operators (two years and over)	1.00	.75
Loading Shovel Operators (under two years)	.75	.60
Shovel Oilers	.60	
Shovel Groundmen	.50	
Box Car Loaders	.45	.40
Drag Scrapers	.45	.40
Locomotive Engineer	.60	.50
Locomotive Fireman	.50	.40
Switchman	.45	.40
Dinky Operators	.45	.40
Caterpillar Operators	.50	.40
Caterpillar Operator with Stripping and Bulldozing Equipment	.60	
Blacksmith	.75	
Track-Truck Drivers	.50	.40
Common Labour	.40	
Tipple Operator	.50	
Tipple Oilers	.50	.40
Carpenters	.60	
Electricians	.75	
Shot Firers in Pit	.50	.40
Sweepers	.40	
Stationary Engineers	.60	
Stationary Firemen	.50	.40
Machinist	.75	
Dump Man	.45	.40
Mechanic	.75	
Box Car Shovellers	.42 1/2	
Truck Drivers	.45	.40
Trucks Hired with Man	2.00 per hour	
Small Truck	100.00 per month	
Night Watchman	75.00 per month	
Caretaker of Wash house	80.00 per month	

SCHEDULE EAMENDMENTS TO AGREEMENT COVERING SMALL MINES

The following comprise a series of amendments to the general clauses and rates of pay as agreed to by the Mineworkers Central Union of Estevan and District and the Larger Coal Companies. It is agreed that these exceptions or amendments shall apply only to the smaller mines.

	<u>Rates</u>
Truck Drivers	.40 per hour
Machine runners helpers	.40 per hour
<u>Shovelling Coal in Boxcar by Chute</u>	
By Shovel	.09 per ton
By Fork	.10 per ton
<u>Shooting Coal off the Solid</u>	
Entries	.85 per ton
Rooms	.65 per ton

The above rates are contingent on mutual arrangements between the Mine Committee and the Company in the matter of adjustment for clay or other impurities in the seam.

ADDITION TO 'PAY-DAY' CLAUSE

In the event of a breakdown or other occurrence beyond the control of the Company payment to workmen shall be made only for time worked. The foregoing shall apply to all mines covered by this agreement.

TOOLS

All day men shall be supplied with free tools. All contract men shall pay the sum of 50¢ per month for rent of tools, blacksmithing arrangements to remain as at present.

TRUCK DRIVERS

In addition to the prescribed rate of 40¢ per hour as applicable to the small mines, the employee and the company may agree on a contract basis provided that such contract is based on a minimum of 40¢ per hour to the workman.

CUBIC FEET PER TON

The Company and the Committee may determine by measurement the actual weight of the contents of the mine car and pay the prescribed tonnage price on the measurement found to be correct.

MEMORANDUM OF SUPPLEMENTARY AGREEMENT TO MAIN AGREEMENT AS SIGNED AND  
ATTESTED TO BY:

MINEWORKERS CENTRAL UNION OF ESTEVAN AND DISTRICT

Of the First Part

- and -

WESTERN DOMINION COAL MINES LIMITED

Of the Second Part.

1. It is hereby understood and agreed that the provisions of this agreement shall have no application to the Strip Mine operations of the Western Dominion Coal Mines Limited.
2. It is agreed and understood that the Mineworkers Central Union of Estevan and District and the members thereof, and the officers or employers of the Western Dominion Coal Mines Ltd., shall refrain from exercising influence in any way on the employees of the Western Dominion Coal Mines Ltd., Strip Plant.
3. Present arrangements where railway transportation facilities are regarded as part of the Western Dominion Coal Mines Strip Plant operations will continue.
4. Unless where deep seam coal is being produced and hoisted the use of tipples for the production of Strip Plant coal will be accepted as under the jurisdiction of the Western Dominion Coal Mines Limited Strip Plant.

Witness:

Allan Meikle (sgd)

MINEWORKERS CENTRAL UNION OF ESTEVAN  
AND DISTRICT

Joseph Stepanski, Pres. (sgd)  
William Wilson, Rec. Sect'y. (sgd)

WESTERN DOMINION COAL MINES LIMITED

A. C. M. Wilson (sgd)

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Sources: Saskatchewan Department of Labour, Deputy Minister's Office  
Estevan-Bienfait Coal Mines: C. A. Scott File, January-July,  
1943; and GAI, UMWA Reports and Memo, Estevan Dispute 1938-40.

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