

National Bituminous Coal Wage Agreement of 1978

EFFECTIVE MARCH 27, 1978



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NATIONAL BITUMINOUS COAL

WAGE AGREEMENT OF 1974

Effective March 27, 1978

Article I—ENABLING CLAUSE

THIS AGREEMENT made this 25th day of March, 1978, between the coal operators and associations signatory hereto, as parties of the first part (each coal operator which is a signatory hereto being called "Employer") and the International Union, United Mine Workers of America (hereinafter called "Union"), on behalf of each member thereof, as party of the second part, covers all of the bituminous coal mines owned or operated by said first parties. This Agreement carries forward and preserves the terms and conditions of all the various District agreements executed between the United Mine Workers of America and the various operators and coal associations subject to the terms and conditions of this Agreement and as amended, modified and supplemented by this Agreement as herein set out.

This Agreement shall be binding upon all signatories hereto, including those Employers which are members of signatory associations, and their successors and assigns. In consideration of the Union's execution of this Agreement, each Employer promises that its operations covered by this Agreement shall not be sold, conveyed, or otherwise transferred or assigned to any successor without first securing the agreement of the successor to assume the Employer's obligations under this Agreement. Provided that the Employer shall not be a guar-

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antor or be held liable for any breach by the successor or assignee of its obligations, and the UMWA will look exclusively to the successor or assignee for compliance with the terms of this Agreement.

WITNESSETH: It is agreed that this contract is for the exclusive joint use and benefit of the contracting parties, as defined and set forth in this Agreement. It is agreed that the United Mine Workers of America is recognized herein as the exclusive bargaining agency representing the Employees of the parties of the first part. It is further agreed that as a condition of employment all Employees shall be, or become, members of the United Mine Workers of America, to the extent and in the manner permitted by law, except in those exempted classifications of employment as hereinafter provided in this Agreement. This provision does not change the rules or practices of the industry pertaining to management. The Mine Workers intend no intrusion upon the rights of management as heretofore practiced and understood. It is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relationships in the bituminous coal industry and to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment to be observed between the parties, and shall cover the employment of persons employed in the bituminous coal mines covered by this Agreement. Management will not abridge the rights of the Employees as set forth in this Agreement.

Article IA—SCOPE AND COVERAGE

Section (a) Work Jurisdiction

The production of coal, including removal of overburden and coal waste, preparation, processing and cleaning of coal and transportation of coal (except by waterway or rail not owned by Employer), repair and maintenance work normally performed at the mine site or at a central shop of the Employer and maintenance of gob piles and mine roads, and work customarily related to all of the above shall be performed by classified Employees of the Employer covered by and in accordance with the terms of this Agreement. Contracting, subcontracting, leasing and subleasing, and construction work, as defined herein, will be conducted in accordance with the provisions of this Article.

Nothing in this section will be construed to diminish the jurisdiction, express or implied, of the United Mine Workers.

Section (b) Exemptions Clause

It is the intention of this Agreement to reserve to the Employers and except from this Agreement an adequate force of supervisory employees to effectively conduct the safe and efficient operation of the mines and at the same time, to provide against the abuse of such exemptions by excepting more such employees than are reasonably required for that purpose.

Coal inspectors and weigh bosses at mines where men are paid by the ton, watchmen, clerks, engineering and technical forces of the Employer, working at

Art. IA

or from a district or local mine office, are exempt from this Agreement.

All other Employees working in or about the mine shall be included in this Agreement except essential supervisors in fact such as mine foremen, assistant mine foremen who, in the usual performance of their duties, may make examinations for gas as prescribed by law, and such other supervisors as are in charge of any class of labor inside or outside of the mines and who perform no production work.

The Union will not seek to organize or ask recognition for such excepted supervisory employees during the life of this contract.

The Employers shall not use this provision to exempt from the provisions of this Agreement as supervisors, more men than are necessary for the safe and efficient operation of the mine, taking into consideration the area covered by the workings, roof conditions, drainage conditions, explosion hazards, and the ability of supervisors, due to thickness of the seam, to make the essential number of visits to the working faces as required by law and safety regulations.

Section (c) Supervisors Shall Not Perform Classified Work

Supervisory employees shall perform no classified work covered by this Agreement except in emergencies and except if such work is necessary for the purpose of training or instructing classified Employees. When a dispute arises under this section, it shall be adjudicated through the grievance machinery and in such proceedings the following

Art. IA

rule will apply: the burden is on the Employer to prove that classified work has not been performed by supervisory personnel.

Section (d) Management of the Mines

The management of the mine, the direction of the working force and the right to hire and discharge are vested exclusively in the Employer.

Section (e) Union's Rights

Authorized representatives of the Union shall be permitted reasonable access to the mine property to insure compliance with this Agreement. The Employer shall provide candidates for Union office reasonable opportunity to campaign among his Employees during their nonworking hours and in non-working areas, provided there is no interference with production. The Employer further agrees to provide to the extent practicable, space on mine property for the holding of Union elections and the ratification of collective bargaining agreements.

Section (f) Application of This Contract to the Employer's Coal Lands

As part of the consideration for this Agreement, the Employers agree that this Agreement covers the operation of all the coal lands, coal producing and coal preparation facilities owned or held under lease by them, or any of them, or by any subsidiary or affiliate at the date of this Agreement, or acquired during its term which may hereafter (during

Art. IA

the term of this Agreement) be put into production or use.

Section (g) Contracting and Subcontracting

(1) **Transportation of Coal**—The transportation of coal as defined in paragraph (a) may be contracted out only to a contractor employing members of the UMWA under this Agreement and only where contracting out such work is consistent with the prior practice and custom of the Employer.

(2) **Repair and Maintenance Work**—Repair and maintenance work customarily performed by classified Employees at the mine or central shop shall not be contracted out except (a) where the work is being performed by a manufacturer or supplier under warranty, or (b) where the Employer does not have available equipment or regular Employees with necessary skills available to perform the work at the mine or central shop, provided, however, that the work shall be performed by UMWA members to the extent and in the manner permitted by law.

(3) The Employer may not contract out the rough grading in mine reclamation work.

Section (h) Leasing, Subleasing and Licensing Out of Coal Lands

The Employers agree that they will not lease, sublease or license out any coal lands, coal producing or coal preparation facilities where the purpose thereof is to avoid the application of this Agreement or any section, paragraph or clause thereof.

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Licensing out of coal mining operations on coal lands owned or held under lease or sublease by any signatory operator hereto shall not be permitted unless the work involved is performed by members of the United Mine Workers of America in the manner and to the extent permitted by law and that the licensing out does not cause or result in the layoff of Employees of the Employer: provided, however, that either the licensor or licensee, lessee or sublessee makes the appropriate payments provided by this Agreement to the United Mine Workers of America Health and Retirement Fund and otherwise abide by the terms of the Agreement.

Section (i) **Construction Work**

All construction of mine or mine related facilities including the erection of mine tipples and sinking of mine shafts or slopes which is not performed by the Employer, may be performed by such outside contractors as are designated by the Employer, and such work will be under the jurisdiction of the United Mine Workers of America in the manner and to the extent permitted by law.

**Article II—INDUSTRY
DEVELOPMENT**

**Joint UMWA-Industry
Development Committee**

The parties recognize that the need exists to improve the labor relations and productivity in the nation's coal industry and with this goal in mind, agree as follows:

- (1) There shall be established a Joint

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UMWA-Industry Development Committee (the "Committee"), consisting of three UMWA appointees, and three industry appointees; however, none of these appointees shall be any of the following:

A. UMWA International Officers—President, Vice President, and Secretary-Treasurer.

B. BCOA President, Vice Presidents, and members of the BCOA Executive Committee.

C. Presidents of Companies.

The UMWA and Industry appointees will be appointed within 15 days of the date of this Agreement, and the first meeting of the Committee will be held no later than 30 days from the date of this Agreement. Thereafter, the Committee must meet at least once in every two-month period. Any vacancy on the Committee will be filled within 30 days from the date of this vacancy.

(2) The Committee shall have the authority to hire consultants, investigators, researchers, lawyers, economists and others to assist in their work.

(3) The UMWA and BCOA shall generally direct the Committee activities and the Committee shall consult with the BCOA and the UMWA on a regular basis, and regularly report to the UMWA and the BCOA of its findings, recommendations and conclusions. The UMWA and the BCOA agree to give the Committee its full cooperation and assistance.

(4) The Committee shall, after consultation with the BCOA and UMWA, have the authority to appoint subcommittees on various topics. The Commit-

tee will coordinate these subcommittees, and their activities.

(5) The Committee shall have a yearly budget divided equally between the UMWA and BCOA but such budgets will not be less than \$50,000 per year and no higher than \$100,000 per year. Each party will be responsible for the salaries and expenses of its own appointees and subcommittee members.

(6) The issues which the Committee will research, explore and report upon during the first 12 months of the Agreement will include, but not be limited to, the following:

A. Labor Relations

The Committee shall (i) review the manner in which the grievance procedure is being applied by the parties and its effectiveness in the resolution of disputes; (ii) consider methods by which labor relations education may be improved; and (iii) examine the means by which unauthorized work stoppages may be eliminated.

B. Productivity

The Committee shall meet and discuss low productivity problems at coal mines and possible solutions to such problems. Low productivity is a serious matter and the parties recognize that improvement in this area will benefit both parties. The Committee may visit mines of the Employers for the purpose of studying work practices, safety standards, and other factors which affect productivity.

Art. III

(7) The Committee will report its findings and recommendations to the parties, in writing, every six months during the term of this Agreement.

Article III—HEALTH AND SAFETY

Section (a) Right to a Safe Working Place

Every Employee covered by this Agreement is entitled to a safe and healthful place to work, and the parties jointly pledge their individual and joint efforts to attain and maintain this objective. Recognizing that the health and safety of the Employees covered by this Agreement are the highest priorities of the parties, the parties agree to comply fully with all lawful notices and orders issued pursuant to the Federal Coal Mine Health and Safety Act of 1969, as amended, and pursuant to the various state mining laws.

Section (b) Federal Coal Mine Health and Safety Act of 1969

The parties to this contract, finding themselves in complete accord with the FINDINGS AND PURPOSE declared by the United States Congress in section 2 of the Federal Coal Mine Health and Safety Act of 1969 do hereby affirm and subscribe to the principles as set forth in such section 2 of the Act.

(1) In consequence of this affirmation the parties not only accept their several responsibilities, obligations and duties imposed by the Federal Coal Mine Health and Safety Act, but freely resolve to cooperate among each other and

Art. III

with the responsible officials of federal and state governments in determined efforts to achieve greatly improved performance in coal mine health and safety.

(2) Neither party waives nor repudiates any administrative, procedural, legislative, or judicial rights under or relating to the Federal Coal Mine Health and Safety Act of 1969.

Section (c) **Joint Industry Health and Safety Committee**

There shall be a Joint Industry Health and Safety Committee composed of six members, three to be appointed by the Union, one of whom shall have special knowledge and expertise in coal mine health matters, and three to be appointed by the Employers, one of whom shall have special knowledge and expertise in coal mine health matters. The Committee shall consult with the Mining Enforcement and Safety Administration and/or representatives of the Secretary of Health, Education and Welfare, looking toward review and appropriate development and revision of improved mandatory health and safety standards as provided in section 101 of the Federal Coal Mine Health and Safety Act. The Committee may also seek such joint consultations with the Mining Enforcement and Safety Administration for discussion of the technical aspects of petitions by the Employer or the Union as provided in section 301(c) of the Act. Where agreed by the parties, the Committee may meet to discuss health and safety matters of importance to the coal industry.

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Section (d) **Mine Health and Safety Committee**

(1) At each mine there shall be a Mine Health and Safety Committee made up of miners employed at the mine who are qualified by mining experience or training and selected by the local union. The local union shall inform the Employer of the names of the Committee members. The Committee at all times shall be deemed to be acting within the scope of their employment in the mine within the meaning of the applicable workmen's compensation law.

(2) The Union and Employer shall jointly establish and fund a course of health and safety training for members of the Mine Health and Safety Committee, which is designed to improve health and safety knowledge and skills. The Mine Health and Safety Committee shall participate in and shall be paid at their regular rates of pay by the Employer for attendance at training sessions. The training program will be established by the Joint Industry Training Committee.

(3) The Mine Health and Safety Committee may inspect any portion of a mine and surface installations, dams or waste impoundments and gob piles connected therewith. If the Committee believes conditions found endanger the lives and bodies of the Employees, it shall report its findings and recommendations to the Employer. In those special instances where the Committee believes that an imminent danger exists and the Committee recommends that the Employer remove all Employees from the involved area, the Employer is

Art. III

required to follow the Committee's recommendation and remove the Employees from the involved area immediately.

The Mine Health and Safety Committee shall, when engaged in its official duties as herein provided, be furnished transportation at the mine.

(4) The Committee shall give sufficient advance notice of an intended inspection to allow a representative of the Employer to accompany the Committee. If the Employer does not choose to participate, the Committee may make its inspection alone.

(5) If the Mine Health and Safety Committee in closing down an area of the mine acts arbitrarily and capriciously, a member or members of such Committee may be removed from the Committee. An Employer seeking to remove a Committee member shall so notify the affected Committeeman and the other members of the Mine Health and Safety Committee. If the Committee objects to such removal, the matter shall be submitted directly to arbitration within 15 days. If the other members of the Committee so determine, the affected member shall remain on the Committee until the case is submitted to and decided by the appropriate panel arbitrator. If the Employer requests removal of the entire Committee, the matter automatically shall be submitted to arbitration and the Committee will continue to serve until the case is submitted to and decided by the arbitrator. A Committee member shall not be suspended or discharged for his official actions as a Committee member.

Art. III

(6) Mine management and the Mine Health and Safety Committee shall meet monthly at times arranged by the parties for the purpose of reviewing mine accident prevention efforts, discussing mine accidents and resolving health and safety problems at the mine. Special meetings may be called by either party for the purpose of resolving safety matters.

(7) The Employer shall be responsible for paying Committee members for the performance of the following duties:

(i) Inspecting the entire mine and surface installations connected therewith with management on a regular basis mutually agreed upon by the Employer and the Committee, but in no case any less often than every three months. The Employer shall be responsible for paying each Committeeman one shift at his regular rate of pay once in every three-month period for performance of his duties under this paragraph.

(ii) Committee members shall be paid at their regular straight time rate of pay for up to two hours for time spent in joint monthly meetings with the Employer provided for in paragraph (6).

(iii) Investigating explosions and/or disasters including any mine fatality.

Section (e) Access to the Mine

In recognition of the UMWA's concern with health and safety in the coal mines, Union officials as described below and any authorized representative of

Art. III

the UMWA Safety Division or Department of Occupational Health, without interfering with the Mine Health and Safety Committee and the Mine Committee in the performance of their duties, shall be granted access to the mines on the following conditions:

(1) Subject to the routine check-in and check-out procedures at the mine, the officers of the International Union, the District President of the District involved, and authorized representatives of the International Union's Safety Division and Department of Occupational Health shall be afforded the opportunity to visit a mine to consult with management or the Mine Health and Safety Committee and to enter the mine at the request of either management or the Mine Health and Safety Committee.

(2) If the Mine Health and Safety Committee calls in such representatives to meet with mine management to discuss health or safety problems, mine management shall have the right to be represented by its own health or safety representative. Where application of a federal or state law or regulation is involved, either management or the authorized Union representative may invite federal or state inspectors to participate.

(3) Representatives authorized by the International Union may accompany state or federal coal mine inspectors investigating any fatal or serious nonfatal accident, ignition, mine fire or mine explosion.

(4) The President, Vice President and Secretary-Treasurer of the UMWA International Union shall be granted the

Art. III

right to visit any and all mines covered by this Agreement at any time.

(5) The provisions of this section are in no way intended to impair or to waive any statutory rights under federal or state laws or regulations which Union officials and representatives may have to enter upon mine property or enter the mines.

Section (f) Reports

The Mine Health and Safety Committee and the Employer shall maintain such records concerning inspections, findings, recommendations and actions, relating to the provisions of this Agreement, as may be agreed upon, and copies of all such reports shall be promptly exchanged.

The Employer shall each month provide the Mine Health and Safety Committee with two copies of a list of all accidents reported to MESA. Such report will reflect the nature of the injury and the location of the accident.

In addition, the Employer shall notify the Mine Health and Safety Committee promptly of all serious injuries known to management which must be immediately reported directly to MESA.

Section (g) Safety Rules and Regulations

Reasonable rules and regulations of the Employer, not inconsistent with federal and state laws, for the protection of the persons of the Employees and the preservation of property shall be complied with.

After the effective date of this Agreement, at least ten (10) days prior to the

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implementation of any new or revised safety rule or regulation, the Employer shall provide copies of the proposed rule or regulation to the Mine Health and Safety Committee and shall meet and discuss it with Committee members in an attempt to resolve any differences between the parties. If the Committee or any Employee believes that any such new rule or regulation or revision is unreasonable, arbitrary, discriminatory or adversely affects health or safety, they may file and shall process a grievance.

Section (h) Cooperation in Development of Mining Plans

During development, modification or revision of any mining plan pertaining to health and safety which must be submitted for approval in accordance with the Federal Coal Mine Health and Safety Act covering the following subjects—roof control, ventilation, dust control, noise, maintenance, permissible equipment, escapeways, emergency procedures, emergency transport and haulage—the Mine Health and Safety Committee shall be afforded the opportunity to submit comments or recommendations to the operator concerning such plans. At the request of the Committee, a representative of the UMWA Safety Division shall participate in such comments and recommendations.

The Employer shall provide an opportunity for review prior to the required submittal date and ten (10) days shall be allowed for written comments by the Mine Health and Safety Committee.

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Section (i) **Preservation of Individual Safety Rights**

(1) No Employee will be required to work under conditions he has reasonable grounds to believe to be abnormally and immediately dangerous to himself beyond the normal hazards inherent in the operation which could reasonably be expected to cause death or serious physical harm before such condition or practice can be abated. When an Employee in good faith believes that he is being required to work under such conditions he shall notify his supervisor of such belief. Unless there is a dispute between the Employee and management as to the existence of such condition, steps shall be taken immediately to correct or prevent exposure to such condition utilizing all necessary Employees, including the involved Employee.

(2) If the existence of such condition is disputed, the Employee shall have the right to be relieved from duty on the assignment in dispute. Management shall assign such Employee to other available work not involved in the dispute; and the Employee shall accept such assignment at the higher of the rate of the job from which he is relieved and the rate of the job to which he is assigned. The assignment of such alternative work shall not be used to discriminate against the Employee who expresses such belief. If the existence of such condition is disputed, at least one member of the Mine Health and Safety Committee shall review such condition with mine management within four (4) hours to determine whether it exists. If there is agreement that the condition

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does not exist, the Employee shall return to his regular job immediately.

(3) If the dispute remains unsettled following the investigation by a member of the Mine Health and Safety Committee and involves an issue concerning compliance with federal or state mine safety laws or mandatory health or safety regulations, the appropriate federal or state inspection agency shall be called in immediately and the dispute shall be settled on the basis of the findings of the inspector with both parties reserving all rights of statutory appeal. Should the federal or state inspector find that the condition complained of requires correction before the Employee may return to his job, the Employer shall take the corrective action immediately. Upon correction, the complaining Employee shall return to his job. If the federal or state inspector does not find a condition requiring correction, the complaining Employee shall return to his job immediately.

(4) For disputes not otherwise settled, a written grievance shall be filed no later than five working days after the findings of the inspector and the dispute shall be referred immediately to step 3 as provided for in Article XXIII, Settlement of Disputes, Section (c) (3). If upon final resolution of the dispute, as provided above, it is determined that an abnormally unsafe or abnormally unhealthy condition within the meaning of this section existed, the Employee shall be paid for all earnings he lost, if any, as a result of his removing himself from his job. In those instances where a determination has been made, as provided above, that an Employee did not act in

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good faith in exercising his rights under the provisions of this Agreement, he shall be subject to appropriate disciplinary action, subject, however, to his right to file and process a grievance.

(5) None of the provisions of this section relating to compensation for Employees shall apply where the Employer withholds or removes an Employee or Employees from all or any area of a mine, or where a federal or state inspector orders withdrawal or withholds an Employee or Employees from all or any area of a mine. However, this section is not intended to waive or impair any right to compensation to which such Employees may be entitled under federal or state law, or other provisions of this Agreement.

(6) The provisions of this section shall in no way diminish the duties or powers of the Mine Health and Safety Committee.

Section (j) **Physical Examination**

(1) Physical examination, required as a condition of or in employment, shall not be used other than to determine the physical condition or to contribute to the health and well-being of the Employee or Employees. The retention or displacement of Employees because of physical conditions shall not be used for the purpose of effecting discrimination.

(2) When a physical examination of a recalled Employee on a panel is conducted, the Employee shall be allowed to return to work at that mine unless he has a physical impairment which constitutes a potential hazard to himself or others.

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(3) That once employed, an Employee cannot be terminated or refused recall from a panel or recall from sick or injured status for medical reasons over his objection without the concurrence of a majority of a group composed of an Employer-approved physician, an Employee-approved physician, and a physician agreed to by the Employer and the Employee, that there has been a deterioration in physical condition which prevents the Employee from performing his regular work. Each party shall bear the cost of examination by the physician it designates and shall share equally the cost of examination by the jointly designated physician.

(4) Where an Employer challenges the physical ability of an Employee or panel member to perform his regular work and is subsequently proven wrong, the Employee shall be compensated for time lost due to the Employer's challenge, including medical examination expenses incurred in proving his physical ability to perform the requirements of the job.

Section (k) **Minimum Age**

No person under 18 years of age shall be employed inside any mine nor in hazardous occupations outside any mine; provided, however, that where a state law provides a higher minimum age, the state law shall govern.

Section (l) **Workmen's Compensation and Occupational Disease**

Each Employer who is a party to this Agreement will provide the protection

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and coverage of the benefits under workmen's compensation and occupational disease laws, whether compulsory or elective, existing in the states in which the respective Employees are employed. Refusal of any Employer to carry out this directive shall be deemed a violation of this Agreement. Notice of compliance with this section shall be posted at the mine.

Section (m) **Safety Equipment and Protective Clothing Allowance**

Safety equipment and devices, including electric cap lamps, self-rescuers, personal ear plugs, prescription safety glasses exclusive of eye examination costs, nonprescription safety glasses or goggles, and knee pads, shall be furnished by the Employer without charge. The Employee shall use and take reasonable care of equipment provided by the Employer. The Employer shall not be required to provide personal wearing apparel such as clothing, shoes, boots where worn as part of normal footwear, hats, belts, and gloves. Instead of supplying such personal wearing apparel, the Employer shall pay each Employee an annual protective clothing allowance. The protective clothing allowance will be \$100 for the year 1978, payable to each active Employee on the first payday following the resumption of operations at the mine at which he is employed and \$125 during each of the years 1979 and 1980, payable on the first payday following the anniversary date of this Agreement. A new Employee will be entitled to the appropriate allowance on the first payday following

his employment. No Employee shall be entitled to more than one clothing allowance during any contract year. Hip boots or waders shall be kept by the Employer at the mine and issued for use on the job to the Employee as unusual circumstances warrant.

Section (n) Maintenance

A maintenance program shall be established at each mine to ensure that equipment is maintained in a safe operating condition. Such programs shall include the requirement that equipment operators report promptly all equipment defects of which they have actual knowledge. Maintenance Employees shall exercise required safety precautions while carrying out their duties.

Section (o) Special Safety Problem Areas

To provide a specific contractual solution to safety problems which regularly occur and to insure uniform health and safety practices, the parties agree as follows:

(1) The Employer shall establish a program for operation and maintenance of all hoisting facilities and emergency escapeways. The escapeways shall be passable by injured Employees requiring stretchers, and shall be equipped with directional signs using reflective material.

(2) The Employer shall design, build and maintain all coal waste embankments and water impoundments in accord with statutory and regulatory requirements.

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(3) The Employer shall maintain at each mine a thoroughly equipped first-aid station and make appropriate arrangements for a doctor or nurse to be on call on short notice in cases of emergencies.

(4) The Employer shall provide a safe, quick and efficient means of transporting injured or sick Employees from any section of the mine to the surface and from the surface to nearby medical facilities.

(5) When an Employee is injured during his shift, he shall be promptly removed from the mine and paid for the complete shift. When an Employee becomes sick during his shift, and leaves because he cannot perform his work, he shall be paid until he reaches the portal.

(6) The Employer shall equip all port-a-buses where used with first-aid kits and potable drinking water stored for emergency purposes.

(7) The Employer shall station a responsible employee on the surface available to communicate at all times with Employees when they are at work underground.

(8) The Employer shall provide a safe mantrip for every miner as transportation in and out of the mines to and from the working section.

(9) No Employee shall be required to lift more weight than he or she is physically capable of lifting.

(10) Engineer and Pumper Duties—When required by the Employer, engineers, pumpers, firemen, power plant and substation attendants shall under no conditions suspend work but shall at all times protect all the Employer's

property under their care, and operate fans and pumps and lower and hoist persons or supplies as may be required to protect the Employer's coal mine and other related facilities.

(11) The Employer shall prohibit cutting, welding or burning in the face areas of any underground mine when any miners are inby unless the contaminated air is immediately directed into a return air course, or unless the cutting, welding or burning is far removed from the working areas so as to present no hazard to the men inby.

(12) The Employer shall regularly instruct all Employees as to the location of all escapeways and the proper procedure to be followed in cases of emergency exit. When an Employee is assigned to work in a section with which he is not familiar, his foreman shall inform him of the designated escapeways for that section.

Section (p) Settlement of Health or Safety Disputes

When a dispute arises at the mine involving health or safety, an immediate, earnest and sincere effort shall be made to resolve the matter through the following steps:

(1) By the aggrieved party and his immediate supervisor. Any grievance which is not filed by the aggrieved party within twenty-four (24) hours following the shift on which the grievant reasonably should have known of such grievance shall be considered invalid and not subject to further consideration under the grievance procedure. If the grievance is not settled at this step, the

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BCOA-UMWA Standard Health and Safety Grievance Form shall be completed and signed jointly by the parties.

(2) If no agreement is reached at step 1, the grievance shall be taken up by the Mine Health and Safety Committee, the UMWA district health and safety representative and mine management within four days of the conclusion of step 1.

If the dispute involves an issue concerning compliance with federal or state mine safety laws or mandatory health or safety regulations, the appropriate federal or state inspection agency shall be called in immediately and the dispute shall be settled on the basis of the inspector's findings with both parties reserving all statutory rights of appeal. If the dispute is not settled, a record shall be made of the position of the parties and the evidence at this step.

(3) If no agreement is reached at step 2 within five (5) days, the dispute shall be referred to an arbitrator for settlement in accordance with the procedure under Article XXIII, section (c) (4).

The grievant shall have the right to be present at each step, if he so desires, of the foregoing procedures until such time as all evidence is taken. A decision reached at any stage prior to step 4 of the proceedings above outlined shall be reduced to writing and signed by both parties. The decision shall be binding on both parties and shall not be subject to reopening except by mutual agreement.

Article IV—WAGES AND HOURS

Section (a) Basic Work Week

The basic work week shall begin at 12:01 a.m. Monday.

Section (b) Basic Work Day

(1) **INSIDE EMPLOYEES:** For all inside Employees a work day of eight (8) hours from portal-to-portal, which means collar-to-collar or bank-to-bank, is established including a staggered thirty (30) minutes for lunch, and without any intermission or suspension of operation throughout the day. For inside day workers these eight (8) hours shall be paid for at straight time rate. Overtime beyond eight (8) hours per day and forty (40) hours per week shall be paid for at time and one-half except as provided in section (d) with no pyramiding of overtime. Straight time rates for inside day workers shall be the total daily normal shift earnings for eight (8) hours divided by eight (8) hours.

(2) **OUTSIDE EMPLOYEES:** For all outside Employees except those covered in paragraph (3) of this section (including all surface mine and coke oven Employees), a work day of seven (7) hours and fifteen (15) minutes is established including a staggered thirty (30) minutes for lunch, and without any intermission or suspension of operations throughout the day. These seven (7) hours and fifteen (15) minutes shall be paid for at straight time rate. Overtime beyond seven (7) hours and fifteen (15) minutes per day and thirty-six and one-quarter (36.25) hours per week except

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as provided in section (d) shall be paid for at time and one-half, with no pyramiding of overtime. Straight time earnings for outside day workers covered by this paragraph shall be the total daily normal shift earnings for seven (7) hours and fifteen (15) minutes divided by seven and one-quarter (7.25) hours. However, the work day of any outside Employee engaged in the dumping, handling and preparation of coal and the manufacture of coke may be extended to eight (8) hours provided overtime is paid for work in excess of seven (7) hours and fifteen (15) minutes per day.

(3) OUTSIDE CONTINUOUS EMPLOYEES: For all outside continuous Employees who are engaged at powerhouses, substations and pumps operating continuously for twenty-four (24) hours daily, and continuous hoisting engineers, a work day of eight (8) hours is established including a staggered thirty (30) minutes for lunch and without any intermission or suspension of operations throughout the day. These eight (8) hours shall be paid for at straight time rate. Overtime beyond eight (8) hours per day and forty (40) hours per week shall be paid for at time and one-half, except as provided in section (d), with no pyramiding of overtime. Straight time earnings for day workers covered by this paragraph shall be the total daily normal shift earnings for eight (8) hours divided by eight (8) hours.

Section (c) Lampman

The lampman is not a continuous Employee under subsection (b) (3). A lamp-

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man works seven and one-quarter hours ($7\frac{1}{4}$) at straight time and is entitled to receive premium rates for any hours worked in excess of his seven and one-quarter ($7\frac{1}{4}$) hour shift.

Section (d) Saturday, Sunday and Premium Work

(1) Work performed on Saturday shall be paid for at time and one-half or rate and one-half, except that double time or double rates shall be paid for all work in excess of an Employee's basic work day as defined in section (b). Work performed on Sunday shall be paid for at double time or double rates. No coal will be produced or processed on Sunday or on the holidays (except birthday holiday) provided for in this Agreement, but the Employer shall be permitted to load previously mined and processed coal for shipment on Sunday or on those holidays, provided that the Employees engaged in such loading for shipment shall be covered by this Agreement and shall be paid at double time or double rates for all work performed on Sunday, and at triple time or triple rates for all work performed on those holidays.

(2) Work on the seventh consecutive day and holidays is optional.

(3) All Employees at mines which produce coal six (6) days per week shall be given a fair and equal opportunity to work on each of such six (6) days. Laying off individual Employees during the week for the purpose of denying them six (6) days' work is prohibited.

(4) The Employer shall have the right to schedule maintenance crews,

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powerhouse and substation Employees, pumpers, lamphouse and bathhouse men, firemen, fan attendants, switchboard operators and other similar Employees for Saturday and Sunday work and schedule their days off during the first five (5) days of the work week (except continuous hoisting engineers as now provided in subsection (b) (3) hereof). However, such Employees shall be given the opportunity to work the same number of days per week as the number of days on which the mine produces coal, and shall be given equal opportunity to share the available work on premium days.

(5) Except in cases of emergency, all Employees required to perform idle day work on Saturday will be notified by the preceding Thursday. The Employer shall post a list of the Employees required to perform idle day work on Saturday before the end of the day shift on the Thursday prior to the Saturday on which such work is required.

(6) An Employee called to work on idle days at a rate less than his regular classified rate may decline to perform that work at lower rates on idle days.

(7) Idle day work must be equally shared in accordance with past practice and custom. An overtime roster must be kept up to date and posted at each mine for the purpose of distributing overtime on an equitable basis to the extent practicable.

Section (e) **Standard Daily Wage Rate**

The standard daily wage rates paid for work performed under this Agreement and set forth in Appendix A and

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the job titles within the respective classifications are grouped in Appendix B, Part I, which includes the five grades for underground jobs in deep mines, Appendix B, Part II, which includes the five grades for jobs in strip and auger mines, and Appendix B, Part III, which includes the four grades for jobs in preparation plants and other surface facilities for deep or surface mines. The standard daily wage rate for each job classification shall be the standard daily wage rate for all job titles included in such classification. The list of job titles within each classification indicates only the rates to be paid to Employees bearing such job titles. No Employer shall have authority to introduce any job title or any classification into a mine in which it does not presently exist, except when ordered to do so by an arbitrator as set out in this section.

Where an Employee believes that the duties which he is required to perform are appropriate to a job title and classification other than those which have been assigned to him, he may file and process a grievance under Article XXIII (Settlement of Disputes) to be classified under the proper job title. Should an arbitrator decide that the complaining Employee has been improperly classified, he shall order the Employer to properly classify him under the proper job title. If the new classification involves a higher rate, the Employer shall reimburse him for all wages he would have earned had he been properly classified, retroactive to the date he filed his grievance. The time limit for the filing

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of grievances imposed by Article XXIII, section (d) (Settlement of Disputes) shall not be applicable to this section.

Article V—HELPERS ON FACE EQUIPMENT IN UNDERGROUND MINES

Section (a) Assignment of Helpers

(1) Full-time Helpers to Assist Continuous Mining Machine Operators and Roof Bolting Machine Operators.

A full-time helper shall be assigned to assist each continuous mining machine operator on each continuous mining section, and a full-time helper shall be assigned to assist each roof bolting machine operator on each continuous mining section and each conventional mining section, except as provided below.

(2) Roof Bolting Machines Which Do Not Require Full-time Helpers.

These provisions do not require the assignment of a helper to assist the operator of a roof bolting machine mounted on a continuous miner; or to a stoper (except where recognized by prior practice and custom); or to a twin-boom bolting machine if that machine is manned by two full-time roof bolters. Helpers shall not be required where two roof bolting machines are regularly assigned to work in a single working place; but when a roof bolting machine regularly assigned to work in a single place with another roof bolting machine works alone, a helper shall be assigned to assist the operator.

(3) Continuous Mining Machines Which Do Not Require Full-time Helpers.

A helper to assist the operator of a continuous mining machine shall not be required when such a machine utilizes a loading machine to load its coal, but a helper shall be assigned whenever a loading machine is not used.

Section (b) Duties and Responsibilities of Helpers

(1) Helper-Trainee. An Employee who successfully bids for a helper position shall be a helper-trainee for a maximum period of 120 days after he is awarded a helper's job. If after 30 days, it is determined that the Employee cannot successfully complete his period of training for the machine operator's job, he shall be returned to his former job and the helper job reposted and filled in the same manner. During the 120-day period, the helper-trainee shall be trained to operate the machine to which he is assigned and shall learn to perform the duties which are essential to the safe and efficient operation of the machine. And, in addition, he shall perform the jobs normally associated with the operation of the machine as directed by management. The helper-trainee shall be taught his duties by the machine operator and will be paid at wage grade four (4).

(2) Fully-Trained Helper. A fully-trained helper is an Employee who has successfully completed the maximum 120-day training period. The fully-trained helper shall then receive the machine operator rate and shall contin-

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ue to perform his helper duties and shall relieve and spell the machine operator in the operation of the machine. And, in addition, he shall perform the jobs normally associated with the operation of the machine as directed by management until such time as a permanent vacancy arises on the machine at which time he shall be promoted to the machine operator's job as provided in Article XVII, section (i) (11) (Seniority). At that time a new helper job will be posted and filled under the job bidding procedures.

Section (c) **Exemption**

The provisions of this Article shall not be applicable to machines at mines where by law or prior practice helpers or two full-time operators are assigned to face equipment. In addition, the provisions of this Article shall not be applicable in any UMWA District where by District agreement, helpers or two full-time operators are assigned throughout the District to face equipment.

Article VI—SHIFTS AND SHIFT DIFFERENTIALS

Section (a) **Multiple Shifts**

The Employer shall have the right to work all the mines or any one or more of them extra shifts with different crews. When the mine works only one shift, it shall be in the daytime, but this shall not prevent cutting and loading at night in addition to the day shift cutting and loading.

Section (b) Hoisting of Coal

The hoisting of coal shall be permitted on each shift.

Section (c) Shift Differentials

Employees scheduled for and starting work on the afternoon shift, whether paid by the day or by the ton, shall be paid twenty (20) cents additional for each hour worked. Employees scheduled for and starting work on the midnight shift, whether paid by the day or by the ton, shall be paid thirty (30) cents additional for each hour worked. Shift differentials shall be considered a part of the regular rate of pay in the calculations of overtime, premium rates, holiday, vacation, reporting, jury duty, military duty, bereavement pay, and personal or sick leave.

Section (d) Working into the Next Shift

An Employee who completes his regularly scheduled shift and continues to work into the next shift shall be paid the applicable differential for all additional hours worked. When an Employee works into the day shift from the midnight shift, he shall be paid the midnight shift differential for all hours worked on the day shift in addition to all hours worked on the midnight shift.

Section (e) Call-back

An Employee who completes his regularly scheduled shift and leaves his Employer's premises and is called out on another shift within a twenty-four hour

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period from the beginning of his regularly scheduled shift shall be paid the applicable premium rate together with any applicable shift differential for the hours worked on the additional shift.

Section (f) **Shift Rotation**

Time and one-half shall not be paid where the regular rotation of shifts requires the working of more than one shift in any consecutive twenty-four hour period.

**Article VII—MINE
COMMUNICATION COMMITTEES**

The parties recognize that, for their joint benefit, the prosperity and efficiency of the coal industry are dependent upon their ability to work cooperatively.

At the earliest practicable date after the introduction of the new Agreement, top level International Union and Employer representatives shall tour the mines throughout the industry in an effort to promote improved relationships and as an introduction to the below described program. Subsequent similar tours during the term of the Agreement shall also be developed as appropriate.

In order to further implement this expression of purpose, a Mine Communication Committee shall be established at each mine. The Union representation on the Committee shall be the local President, the Mine Committee Chairman and the Safety Committee Chairman. The Union members shall be certified to the Mine Management and a corresponding number of Employer

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members shall be certified to the Union. The Employer and Union members of the Committee shall meet at mutually agreeable times, but no less than once each month. The function of the Committee shall be to identify and discuss any problems or potential problems which, if unresolved, could interrupt the steady and regular operation of the mine.

The representative of management or the local union President may from time to time suggest to the Employer areas of special concern consistent with the purposes of the Committee and the provisions of this Agreement. The functioning of this Committee shall not affect the existing rights of either party under any other provision of this Agreement.

Article VIII—STARTING TIME

Section (a) Shift Starting Time

Each shift shall have a regular starting time established in accordance with past practice and custom.

Section (b) Lowering Employees

Employees shall be at the shaft collar or the bank in time to be lowered so as to be in the mantrip at the scheduled departure time. In mines where it is necessary to lower Employees at brief intervals, depending on the size and speed of the cages, platforms or other devices used to transport persons in shafts and slopes, their starting time may be reasonably staggered before or

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after the regular shift starting time in order to permit the safe and orderly lowering of the Employees.

Section (c) Safety and Maintenance

The Employer may stagger the starting time for individual Employees who perform safety, maintenance or other functions essential to the safe and efficient operation of the mine or surface facility.

Section (d) Surface Facilities

The regular shift starting time in surface facilities, such as preparation plants, cleaning plants and shops, need not be the same as the regular shift starting time for the mine.

Section (e) Crew Changes

Subject to the provisions of this Article, changing crews at the face will be permitted.

Article IX—ALLOWANCES

Section (a) Bereavement Pay

When death occurs in an Employee's immediate family (spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother or sister, step-father, step-mother, step-children, grandfather, grandmother and grandchildren), an Employee upon request will be excused for up to three (3) days, two (2) to be consecutive and include the day of the funeral and the third at the Employee's option. The Employee shall receive pay at his regular or applicable overtime or

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premium rate, provided it is established that he attended the funeral.

Section (b) Jury Duty

When a regular Employee is called for jury service, he shall be excused from work on the days he is required to appear in court. Employees called for jury duty, upon proof of such service and of the amount of pay received therefor, will be paid whatever sum, if any, is necessary in addition to the fees received for jury duty service to reimburse him for earnings lost because of such jury duty, including payment for any scheduled overtime or premium time.

Section (c) Reporting Pay

Unless notified not to report, when an Employee reports for work at his usual starting time, he shall be entitled to four (4) hours' pay whether or not the operation works the full four hours, but after the first four (4) hours, the Employee shall be paid for every hour thereafter by the hour, for each hour's work or fractional part thereof. If, for any reason, the regular routine work cannot be furnished, the Employer may assign the Employee to other than the regular work. Reporting pay shall not be applicable to any portion of the four hours not worked by the Employee due to his refusal to perform assigned work. Notification of Employees not to report means reasonable efforts by management to communicate with the Employee.

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Section (d) **Military Duty**

When an Employee is called to active duty in the armed forces, the national guard or the reserves, including emergency call-ups and summer encampment training, he shall be excused from work. Upon proof of service and the amount of pay received therefor, the Employee is entitled to receive a maximum of two (2) weeks pay in any calendar year at his regular rate, including payment for any regularly scheduled overtime and premium pay, less any amounts received by the Employee from the armed services, the national guard or reserves for such period.

Section (e) **Personal or Sick Leave**

(1) During each calendar year of this Agreement beginning with the year 1978, 1979 and 1980, each classified Employee with one year or more of classified service with his Employer shall become eligible for Personal or Sick Leave, at his regular rate (including regularly scheduled overtime where applicable, but not including premiums for Saturday, Sunday, holidays or birthday work) for any five (5) working days on which the Employee is absent from work for reasons of sickness, accident, emergency, or personal business.

(2) Paid Personal or Sick Leave shall not be utilized for any period of less than one (1) full regular workday.

(3) To the extent practicable, the Employee shall notify his immediate supervisor at least twenty-four (24) hours in advance of the shift or shifts for which he will be unable to report. In the event of sudden sickness, accident, or

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emergency, the Employee shall make a reasonable effort to notify his immediate supervisor at least two (2) hours in advance of the shift on which he is scheduled to work.

(4) If, at the end of any calendar year, an Employee has not exhausted the paid Personal or Sick Leave for which he becomes eligible under this section, he shall receive pay in lieu of such leave at his regular rate, including regularly scheduled overtime as provided in paragraph (1) above. His regular rate shall be the rate in effect at the end of such calendar year for the payroll period which includes the last workday of the calendar year.

(5) Personal or Sick Leave days shall not be counted as part of the seven (7) day waiting period under the sick and accident pay program unless the Employee is disabled as a result of sickness or accident so as to be prevented from performing his regular classified job and his disability is certified by a physician legally licensed to practice medicine.

Section (f) **Additional Allowance**

A \$100 payment shall be paid to each Employee who returns to work as scheduled following ratification of this Agreement. This payment shall be made on the first payday following the resumption of operations at each mine. An Employee who is unable to return to work as scheduled because of an excused absence shall be entitled to such payment on the first payday after his return.

Article X—COST-OF-LIVING WAGE INCREASE

Each Employee covered by this Agreement shall receive a cost-of-living wage increase in the amount of \$.30 per hour worked effective with the first pay period in the second year of this Agreement, and a cost-of-living wage increase of an additional \$.30 per hour worked effective with the first pay period in the third year of this Agreement in addition to the wage rates established in Appendix A. Cost-of-living wage increases under this Article shall, as they accrue, be considered as part of standard hourly wage rates for purposes of all payments to be made to Employees under this Agreement.

Article XI—SICKNESS AND ACCIDENT BENEFITS

Section (a) General Purpose

The general purpose of the Sickness and Accident Benefits Plan established by this Article is to protect Employees against financial hardship resulting from sickness or accident suffered on or off the job, by providing compensation for earnings lost.

Section (b) Eligibility

Any Employee with six (6) months or more of classified employment with the Employer who becomes disabled as a result of sickness or accident, so as to be prevented from performing his regular classified job, and whose disability is certified by a physician legally licensed to practice medicine, shall be eligible to receive Sickness and Accident Benefits under this Plan. An Employee whose disability is the result of a mine acci-

dent suffered while he has been a classified Employee of the Employer shall be eligible to receive Sickness and Accident Benefits effective with his first day of classified employment. Benefits will not be payable for any period during which the Employee is not under the care of a licensed physician.

For the purposes of this Article, "classified employment" means employment in a classified job which has not been broken by quitting, discharge, retirement, or refusal to return to work following layoff pursuant to the terms of Article XVII.

Benefits shall not be payable in the event that the Employee's employment had been terminated, or if he was laid off or was granted a leave of absence prior to his disability, or in the event that his disability is the direct result of an injury suffered prior to his employment with the Employer or while the Employee is engaged in employment other than classified employment with his Employer.

Benefits shall be terminated in the event that the Employee (1) receives a pension pursuant to Article XX; (2) receives Social Security old-age benefits; (3) accepts employment with another signatory Employer or with any employer not signatory to this Agreement; or (4) voluntarily severs employment with his Employer.

If, during a period when an Employee receiving Sickness and Accident Benefits is recovering from his disability, his Employer offers him a light-duty classified job, the Employee shall have the option to accept such employment, and Sickness and Accident Benefits shall

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terminate if he does so. For the purposes of this Article, "light-duty" shall be defined as including any job in which occupational hazards, lifting of weights, and exposure to extremes of temperature, dampness, and dust are substantially less than those of the job held by the Employee at the time of his disabling accident or illness.

Section (c) **Commencement and Duration of Benefits**

Sickness and Accident Benefits shall begin with the first day of disability resulting from an accident, and with the eighth day of disability resulting from sickness, except that if the Employee is hospitalized because of a disabling sickness requiring surgical treatment or intensive care, benefits shall begin with the first full day of hospitalization.

Benefits for disability resulting from an accident, either on or off the job, shall be payable for a maximum of 52 weeks, regardless of the length of the Employee's classified employment with the Employer at the time of the accident.

Benefits for disability resulting from sickness shall be payable according to the following schedule:

<u>Length of Classified Employment with the Employer</u>	<u>Maximum Number of Weeks</u>
At least 6 months but less than 1 year	6
At least 1 year but less than 5 years	13
At least 5 years but less than 10 years	26
At least 10 years but less than 15 years	39
15 years or more	52

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If an Employee returns to work after receiving Sickness and Accident Benefits for less than the maximum number of weeks to which he is entitled, and is then absent again within 90 days due to the same sickness or accident which disabled him originally, there shall be no waiting period for benefits payable during the remaining weeks of his eligibility but the period during which he again receives benefits will be considered with the first period as one continuous period of disability. If the second absence results from a different sickness or accident, the first absence does not affect the duration of benefits for which the Employee shall be eligible for the second absence. If the Employee returns to work for 90 calendar days between two periods of disability, the second period shall not be considered as being due to the same sickness or accident as the first disability.

A change in the cause of the Employee's disability during a continuous period of absence from work on account of disability does not extend the maximum duration of Sickness and Accident Benefit payments.

In the event that an Employee becomes disabled prior to the commencement of a strike or work stoppage, his eligibility for benefits shall not be affected by the strike or work stoppage. In the event that an Employee becomes disabled during a strike or work stoppage, the seven-day waiting period, if applicable, will run, but the Employee shall not be entitled to receive benefit payments for any day of disability during the strike or work stoppage.

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Section (d) Amount and Payment of Benefits

The amount of Sickness and Accident Benefits payable under this Plan shall be \$120 per week for disabilities occurring during the first year of this Agreement commencing on the effective date hereof; \$130 per week for disabilities occurring during the second year of this Agreement; \$150 per week for disabilities occurring during the third year of this Agreement, and prior to the termination hereof. All weekly benefit payments shall be prorated over a seven-day week (Monday through Sunday).

Benefits shall be reduced by deducting any or all of the following forms of compensation to the extent that they are applicable to and are payable for the same sickness or accident and the same period for which the Employee qualifies for Sickness and Accident Benefits under this Plan: (1) Workmen's Compensation benefits for temporary or permanent disability, including state Black Lung benefits; (2) State or Federal disability benefits, exclusive of veterans' benefits; (3) Social Security primary disability insurance benefits; and (4) Federal Black Lung benefits.

Payment of Sickness and Accident Benefits shall not be made for any days during an Employee's disability for which he receives wage allowances pursuant to this Agreement, but the duration of Sickness and Accident Benefits for which the Employee is eligible shall be extended by an equal number of days.

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Payment of benefits shall be made by check every two weeks, for all days during the preceding two weeks in which the Employee was eligible for benefits.

Section (e) Filing of Claims for Benefits

To be eligible for payment of benefits, the Employee must give written notice of disability to the Employer, including certification by a licensed physician upon request by the Employer, within 21 days after the day claimed as the first day of disability. The Employer shall be responsible for promptly forwarding the Employee's claim to an acceptable insurance carrier as described in section (f) of this Article, unless the Employer elects to provide benefits directly, in which case any undisputed claim shall be paid within fourteen days of receipt of the Employee's claim.

Section (f) Structure and Administration

The establishment, administration, and operation of the Sickness and Accident Benefits plan shall be the joint responsibility of the Employers and the Union.

The Trustees of the United Mine Workers of America Health and Retirement Funds as defined in Article XX shall prepare and make available to the Employers and the Union a list of at least five (5) and initially not more than fifteen (15) acceptable insurance car-

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riers, based upon scrutiny of model plans provided by the respective carriers and such other criteria as the Trustees may deem pertinent. Subsequent thereto, the Trustees may add additional carriers to the list at their discretion. Upon the approval of the Employers, this list shall be distributed to all signatory Employers. Each Employer shall be solely and individually responsible for provision of the benefits set forth in this Article, either directly or through such of the acceptable insurance carriers as he may designate. If an Employer elects to provide benefits directly, he shall notify the Trustees and shall file with the Trustees an agreement to conform to the purposes and objectives of this Plan.

The Employer or his insurance carrier shall have the right to take reasonable steps to investigate the factual aspects of an Employee's claim, including examination of the Employee by a physician at the Employer's or carrier's expense, in the event of a dispute over medical evidence. A dispute unresolved after such investigation shall be subject to resolution at the fourth step of the grievance procedure as set forth in Article XXIII (Settlement of Disputes). A representative of the Department of Occupational Health of the International Union shall have the right to assist a grievant.

The Trustees shall have the right to investigate fully any or all disputed claims in order to establish consistency of coverage and of the awarding of claims and benefits. Based upon such investigation, the Trustees shall, at the

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end of the first 12 months experience with this Plan, prepare a report to the Employers and the Union and shall, pursuant to such report, prepare a revised list of acceptable insurance carriers, based upon the experience of the preceding year. The list may be further revised thereafter at the discretion of the Trustees. The Trustees shall have the power to remove any insurance carrier from the list for failure to provide the benefits described in this Article in a manner consistent with the terms of the Plan, and, in the event that an insurance carrier is so removed, it shall be the responsibility of any affected Employer to cancel any policy or policies he may have with any such disqualified insurance carrier, and to replace such policy or policies with a policy or policies provided by an acceptable insurance carrier, not less than 30 days after notification by the Trustees.

If, on the basis of their investigation of disputed claims, the Trustees find evidence that an Employer who elects to provide benefits directly has done so in a manner inconsistent with the terms of the Plan, the Trustees shall first inform such Employer and shall request that he establish coverage through any of the acceptable insurance carriers that he may designate. If the Employer fails to do so, and if the Trustees find that he is continuing to provide benefits in a manner inconsistent with the terms of the Plan, the Trustees may take such action as they deem necessary, including any and all legal means, to enforce compliance with the terms and objectives of the Plan.

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In the event that a carrier makes available additional or extended coverage based upon Employee payment of premiums, or an Employee chooses to seek such coverage from another carrier, nothing in this Article shall be construed as prohibiting such voluntary expansion of coverage. At the request of the Employee, and in accordance with the terms of Article XV (Checkoff), the Employer shall deduct such premium payments.

Article XII—HOLIDAYS

Section (a) Holidays Observed

The following holidays shall be observed during the term of this Agreement:

DURING THE FIRST YEAR OF THIS AGREEMENT, there shall be ten (10) paid holidays: 8-Hour-Day Holiday (April 1, 1978); Memorial Day (May 29, 1978); Independence Day (July 4, 1978); Labor Day (September 4, 1978); Veterans' Day (November 11, 1978); Thanksgiving Day (November 23, 1978); Christmas Day (December 25, 1978); the day following Christmas Day (December 26, 1978, in honor of Jock Yablonski); New Year's Day (January 1, 1979); and in honor of John L. Lewis, the Employee's birthday.

DURING THE SECOND YEAR OF THIS AGREEMENT, there shall be ten (10) paid holidays: 8-Hour-Day Holiday (April 1, 1979); Memorial Day (May 28, 1979); Independence Day (July 4, 1979); Labor Day (September 3, 1979); Veterans' Day (November 11,

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1979); Thanksgiving Day (November 22, 1979); Christmas Eve (December 24, 1979, in honor of Jock Yablonski); Christmas Day (December 25, 1979); New Year's Day (January 1, 1980); and in honor of John L. Lewis, the Employee's birthday.

DURING THE THIRD YEAR OF THIS AGREEMENT, there shall be ten (10) paid holidays: 8-Hour-Day Holiday (April 1, 1980); Memorial Day (May 26, 1980); Independence Day (July 4, 1980); Labor Day (September 1, 1980); Veterans' Day (November 11, 1980); Thanksgiving Day (November 27, 1980); Christmas Eve (December 24, 1980, in honor of Jock Yablonski); Christmas Day (December 25, 1980); New Year's Day (January 1, 1981); and in honor of John L. Lewis, the Employee's birthday.

Section (b) Sunday Holidays

If any of the foregoing holidays fall on a Sunday, it shall be celebrated on the following Monday.

Section (c) Monday Holidays

If any of the foregoing holidays are celebrated on a Monday, work on the Saturday preceding the holiday is optional for the Employees (except for those Employees covered by Section (o)(10) of Article III (Health and Safety)).

Section (d) Pay for Holidays Worked

Employees who work on the foregoing holidays will be paid triple time or triple rates, for all time worked.

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Section (e) Pay for Holidays Not Worked

Employees who do not work on the foregoing holidays will be paid their regular earnings for such day, including regularly scheduled overtime rates provided such Employee was not absent his last scheduled day prior to or his first scheduled day following the holiday because of an unauthorized work stoppage.

Section (f) Holidays During Vacation Period

When a holiday occurs during an Employee's scheduled vacation, he shall be paid for the holiday not worked in addition to his vacation pay and shall designate another day he wishes to take as a holiday.

Section (g) Birthday Holidays

If the Employee's birthday occurs on a day when the mine or other facility at which he is employed works, the Employee has the option of taking his birthday off and receiving one shift of pay at his regular rate, including his regularly scheduled overtime, or he has the option of working on his birthday and receiving triple time for all time worked.

If the Employee's birthday falls on Saturday and the mine does not work, and he is not otherwise entitled to perform idle day work, he is entitled to his regular rate, including his regularly scheduled overtime for the birthday holiday. If the Employee does work on his Saturday birthday, he is entitled to tri-

ple time, which is three times his straight-time rate, for all time worked.

If an Employee's birthday falls on February 29 or on any other scheduled holiday or during the vacation period or on a Saturday or Sunday, he may elect to designate another day to celebrate his birthday holiday.

Section (h) Holidays for Sick and Injured

An Employee forced to cease work because of injury or personal illness, including coal workers' pneumoconiosis, will for one (1) year following such injury or illness be compensated for all holidays when due occurring during the following 364 days provided he establishes medical proof of illness or injury.

Section (i) Time of Payment

Payment for holidays not worked shall be included with pay for the pay period in which the holiday occurs.

Article XIII—REGULAR VACATION

Section (a) Annual Vacation

An annual regular vacation of fourteen consecutive days shall be the rule of the industry. To assure consumers of a continued supply of coal and extend employment opportunities, there will be three separate regular vacation periods.

Section (b) Dates of Regular Vacation Period

(1) Beginning at 12:01 a.m. on Saturday, June 24, 1978, and ending at 12:01

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a.m. on Saturday, July 8, 1978; or beginning at 12:01 a.m. on Saturday, July 8, 1978, and ending at 12:01 a.m. on Saturday, July 22, 1978; or beginning at 12:01 a.m. on Saturday, July 22, 1978, and ending at 12:01 a.m. on Saturday, August 5, 1978.

(2) Beginning at 12:01 a.m. on Saturday, June 30, 1979, and ending at 12:01 a.m. on Saturday, July 14, 1979; or beginning at 12:01 a.m. on Saturday, July 14, 1979, and ending at 12:01 a.m. on Saturday, July 28, 1979; or beginning at 12:01 a.m. on Saturday, July 28, 1979, and ending at 12:01 a.m. on Saturday, August 11, 1979.

(3) Beginning at 12:01 a.m. on Saturday, June 28, 1980, and ending at 12:01 a.m. on Saturday, July 12, 1980; or beginning at 12:01 a.m. on Saturday, July 12, 1980, and ending at 12:01 a.m. on Saturday, July 26, 1980; or beginning at 12:01 a.m. on Saturday, July 26, 1980 and ending at 12:01 a.m. on Saturday, August 9, 1980.

(4) The Employer must make a separate written declaration for each mine he operates setting forth which vacation period he has elected to take. This declaration must be filed with the president of the respective UMWA district in which the mine or mines are located by May 15.

Section (c) Staggered Regular Vacation

To further assure a continued supply of coal and extend employment opportunities any Employer may, irrespective of past practice to the contrary, operate his mine without interruption and

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schedule regular vacations of fourteen days for each Employee at his mine during the calendar year. In the event the Employer elects to operate his mine without interruption, he must file a written declaration with the president of the respective UMWA District in which the mine is located within 30 days of the effective date of this Agreement for the year 1978 and by January 1 of the years 1979 and 1980.

Should the Employer elect to operate his mine without interruption, vacation periods shall be scheduled by the Employer at the times desired by individual Employees so long as this will not interfere with efficient operations as determined by the Employer and so long as not more than 15 per cent of the work force at a mine elects to be off on the same day. Should there be a conflicting choice of vacation between two or more Employees, the choice will be determined on a seniority basis. Each Employee shall have as much advanced notice of his scheduled vacation as practicable. Employees, at their option, may take vacation in one-week segments.

Section (d) Qualifying Period and Amount of Payment

(1) *Qualifying Period:* All Employees with a record of one year's standing from June 1, 1977, to May 31, 1978, shall receive as compensation for the 1978 vacation period the sum of twelve times the Employee's day wage rate. All Employees with a record of one year's standing from June 1, 1978, to May 31, 1979, shall receive as compensation for the 1979 vacation period the sum of

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twelve times the Employee's day wage rate; and all Employees with a record of one year's standing from June 1, 1979, to May 31, 1980, shall receive as compensation for the 1980 vacation period the sum of twelve times the Employee's day wage rate with the following exception:

Employees who enter or return from the armed services to their jobs during the qualifying period shall receive the full regular vacation due for the period in question. The Employee's regular vacation wage will be his regular standard daily wage rate, including any regularly scheduled overtime, at the time his vacation is due as set forth below.

(2) *Shift Differentials*: Shift differentials are included in the calculation of vacation pay. For Employees who rotate all three shifts, add the shift differential of 20¢ for the afternoon shift and 30¢ for the midnight shift and then divide the total of 50¢ by three to arrive at an average of $16\frac{2}{3}$ ¢ per hour shift differential. For Employees who only rotate the day and afternoon shifts, take the afternoon shift differential of 20¢ and divide by two to arrive at an average of 10¢ an hour shift differential.

(3) *Sick and Injured Employees*: All the terms and provisions of district agreements relating to vacation pay for sick and injured Employees are carried forward to this Agreement and payments are to be made in the sum as provided herein.

(4) *Pro Rata Payments*: Pro rata payments of regular vacation for the months they are on the payroll shall be provided for those Employees who are

given employment or who leave their employment during the qualifying period.

Section (e) Floating Vacation Days

For the calendar years of 1978, 1979, and 1980, each active Employee with one year of continuous employment with the Employer shall be entitled to four (4) additional days of paid vacation either on a consecutive or a non-consecutive day basis at such times as desired by the Employee so long as approved by the Employer at least 30 days in advance, and in accordance with the principles of Section (c) of this Article. The provisions of paragraphs (2), (3) and (4) of section (d) shall apply to this section.

Section (f) Time of Payment

The vacation payment shall be made on the last pay day immediately preceding the beginning of the respective vacation periods. Employees who leave their employment during the qualifying period shall receive their pro rata share of vacation payment at the time they sever their employment. In the event any Employer should sell, lease, transfer, assign or otherwise dispose of his mine, he shall pay to each of his Employees his pro rata share of vacation payment on the day of such sale, assignment or lease.

Section (g) Obligation for Payment

Failure of any Employer signatory hereto to make full and prompt payment of the amounts required hereby,

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in the manner and on the dates herein provided, shall at the option of the Union, be deemed a violation of this Agreement. This obligation of each Employer which is several and not joint, to so pay such sums, shall be a direct and continuing obligation of said Employer during the life of this Agreement; and it shall be deemed a violation of this Agreement if any mine, to which this Agreement is applicable, shall be sold, leased, subleased, assigned or otherwise disposed of for the purpose of avoiding the obligation hereunder.

Section (h) **Work During Vacation Shutdown**

When an Employer elects not to stagger vacations, but to close down its mining operations, Employees required to work at coke plants and other necessarily continuous operations on emergency or repair work, including the removal of overburden, and the loading and shipping of coal previously mined and processed shall have vacations at other agreed periods. Employees who are required to work during a vacation shutdown shall be assured of taking their regular vacation during the months of June, July or August, if they so desire. Should there be a conflict in alternative vacation periods between two or more Employees, the choice shall be determined on the basis of seniority.

Article XIV—GRADUATED VACATION

Section (a) **General**

Any Employee who has performed work in the calendar year and who had

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the length of continuous employment [See section (d) below] with the Employer specified in the table below, shall be entitled to the corresponding additional vacation days each year with pay subject to the following provisions of this Article.

<u>Length of Continuous Employment</u>	<u>Additional Day per year</u>
6 years but less than 7 years	1 day
7 years but less than 8 years	2 days
8 years but less than 9 years	3 days
9 years but less than 10 years	4 days
10 years but less than 11 years	5 days
11 years but less than 12 years	6 days
12 years but less than 13 years	7 days
13 years but less than 14 years	8 days
14 years but less than 15 years	9 days
15 years but less than 16 years	10 days
16 years but less than 17 years	11 days
17 years but less than 18 years	12 days
18 years or over	13 days

Section (b) Definition of Additional Days

For the purposes of this Article "additional vacation days" means Monday through Friday "working days."

Section (c) Definition of Continuous Employment

(1) For the purposes of this Article "continuous employment" means employment which has not been broken by voluntary quitting, discharge, retirement or a final determination of permanent and total disability under federal and/or state laws which provide compensation therefor.

(2) Continuous employment is NOT interrupted or broken by layoff. Therefore, time spent on an idle panel is counted in determining length of continuous employment. However, continuous

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employment is broken by refusal to return to work when there is available employment at the mine for those on said panel in accordance with the provisions of Article XVII (Seniority).

(3) Continuous employment is NOT interrupted or broken by transfers from one mine of the Employer to another mine of the same Employer.

(4) Continuous employment is NOT interrupted or broken by the sale, lease, sublease or assignment of any mine to which this Agreement is applicable for Employees who are continued in employment or reemployed from the idle panel by the successor company.

Section (d) **Amount of Continuous Employment**

The amount of continuous employment, or number of additional vacation days to which an Employee is entitled, is determined by the number of years he has been employed by the Employer as of May 31 of the year in which the graduated vacation is due. (Example: the number of days in 1978 is determined by the number of years he has been employed by the Employer as of May 31, 1978. The number of days in 1979 is determined by the number of years he has been employed by the Employer as of May 31, 1979 and so on.)

Section (e) **Time of Payment**

Graduated vacation payment shall be made on the last pay day immediately preceding the beginning of the Employee's graduated vacation.

Section (f) Rate of Payment

Graduated vacation payment will be based on the Employee's regular standard daily wage rate including any regularly scheduled overtime at the time his vacation payment is due, as provided in section (e) above, and shall include any applicable shift differentials.

Section (g) Scheduling and Pay in Lieu

Time for taking these additional days of graduated vacation shall be determined between the Employee and Employer but will be taken in the calendar year in which they are due unless the Employer and Employee agree that the latter may elect to be paid in lieu of taking them.

Section (h) Sick and Injured Employees

An Employee forced to cease work due to injury or illness will be paid his FULL graduated vacation payment for the calendar year in which he ceases work and his FULL graduated vacation payment for the calendar year in which he returns to work.

Article XV—CHECKOFF

The membership dues, including initiation fees, and assessments of the United Mine Workers of America and its various subdivisions, credit union and other voluntary deductions, and Union-sponsored group auto insurance, as authorized and approved by the Interna-

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tional Union, United Mine Workers of America, shall be checked off the wages of the Employees by the Employers covered by this contract and shall be remitted by the Employers to the properly designated officers of the Union for distribution to its various branches. Such remittances shall be accompanied by an itemized statement showing the name of each Employee, his Social Security number, hours worked, and the amount checked off for dues, initiation fees, and assessments together with a list of Employees from whom dues, initiation fees and assessments have not been collected.

In order that this section may become effective and operate within the limitations of the Labor-Management Relations Act of 1947, the Union hereby agrees to furnish, with all reasonable dispatch to the respective Employers, and the Employers agree to aid, assist and cooperate in obtaining, written authorizations from each Employee so employed. Upon the presentation to the Employers of such authorizations in such reasonable form as time and circumstances, looking to the continuous and uninterrupted production of coal, may allow, said Employers shall make deductions so authorized and deliver the same to the designated District officer of the Union or to such authorized representative as may be designated by the Union.

Article XVI—TRAINING

Section (a) **Priority**

The parties agree that the establishment of effective training programs for

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Employees is essential to safe and efficient production of coal. Toward that end the Joint Industry Training Committee shall be continued and shall consist of three (3) representatives appointed by the United Mine Workers of America and three (3) representatives of the industry, appointed by the Bituminous Coal Operators' Association. This Committee shall meet primarily for the purpose of fostering and promoting the advancement of effective training in the industry.

The Joint Industry Committee will give special attention to the problems of Employers operating three (3) or fewer mines and aid in devising training programs for these companies that will permit them to institute effective training programs without imposing undue hardships.

The International Union and the Bituminous Coal Operators' Association shall each assign a trained staff representative to devote full time as long as needed to assist the Joint Industry Training Committee and the Employers signatory hereto in developing and implementing the various training programs provided for herein.

Section (b) Orientation for New Employees

(1) Orientation programs for new Employees, regardless of prior experience shall remain in effect, subject to the Employer's right to modify, during the life of this Agreement. Each program shall be developed by the Employer and shall emphasize health and safe-

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ty with particular emphasis on local conditions and associated hazards.

(2) Existing orientation programs shall be reviewed by the Employer jointly with appropriate officials of the Union (including the local union health and safety committee) upon the Union's request.

Existing programs shall include the elements listed in paragraph (3) of this section. Such review shall be carried out within six (6) months of the effective date of this Agreement.

(3) An orientation program for underground mine Employees shall include at least the following elements:

(i) Introduction to mining including a complete tour of underground and surface facilities; instruction and analysis of hazards encountered by inexperienced Employees; instruction in safety laws and regulations and company safety rules applicable to work of inexperienced Employees.

(ii) Description of the line of authority and responsibilities of supervisors and of the authority and responsibilities of the mine health and safety committee.

(iii) Procedures for entering and leaving the mine, including the check-in and check-out system, and procedures regarding the transportation of Employees and materials.

(iv) Escape and emergency evacuation plans.

(v) A review of the mine map with special attention to the escapeway system and the location of abandoned and dangerous areas.

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(vi) Instruction in the use, care and maintenance of the applicable self-rescue device.

(vii) Instruction in the use, care and maintenance of personal protective equipment.

(viii) Instruction regarding roof control, ventilation, rock dusting, dust and noise control plans and procedures at the mine.

(ix) Instruction in first-aid fundamentals, including artificial respiration, control of bleeding and treatment for shock.

(x) Instruction in the recognition and avoidance of electrical hazards.

(xi) Instruction regarding use of the mine communication system and the meaning of warning and directional signs.

(xii) Instruction in the prevention of haulage accidents.

(xiii) Instruction in the detection of methane.

(xiv) Instruction regarding general accident prevention.

(4) An orientation program for surface mine Employees or for surface area Employees of an underground mine shall include at least the following elements:

(i) Introduction to mining including a complete tour of the surface coal mine or the surface areas of the underground mine; instruction in and analysis of hazards encountered by inexperienced Employees; instruction in safety laws and regulations and company safety rules applicable to the work of inexperienced Employees.

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(ii) Description of the line of supervisory authority and responsibilities and the authority and responsibilities of the mine health and safety committee.

(iii) Instruction in the use, care and maintenance of personal protective equipment.

(iv) Instruction in first-aid fundamentals, including artificial respiration, control of bleeding, and treatment of shock.

(v) Instruction regarding plans and procedures for working safely in areas of highwalls, pits and spoil banks.

(vi) Instruction in the recognition and avoidance of electrical hazards.

(vii) Instruction in the safe operation of haulage and conveyor systems, in use at the mine.

(viii) General instruction in the prevention of accidents.

(ix) Instruction in use of the mine communication system and the meaning of warning signals and directional signs.

(x) Instruction in the current laws and regulations applicable to the tasks and work assignment of the individual Employee.

(5) Orientation programs for Employees at underground mines, surface mines and surface areas of underground mines, shall be not less than four (4) days for inexperienced Employees and not less than one day for experienced Employees. New Employees shall be paid for time spent in orientation programs at the lowest classified rate.

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(6) The parties recognize that there may be approved state or federal pre-employment programs which cover some of the basic aforementioned elements. In those particular cases where such programs exist, the company may adjust its program so that there shall be no duplication of training, provided that the number of days of orientation required by this Agreement shall not be affected.

Section (c) General Retraining Programs

(1) Retraining programs shall remain in effect, subject to the Employer's right to modify, during the life of this Agreement. Each program shall be developed by the Employer and shall emphasize health and safety with particular emphasis on local conditions and associated hazards. Every classified Employee shall participate in a general retraining program at least once during the calendar years 1978, 1979, and 1980.

(2) A retraining program at an underground mine shall include at least the following elements:

(i) Instruction regarding the roof control plans in effect at the mine and procedures for roof and rib control.

(ii) Instruction regarding procedures for maintaining ventilation and control of ventilation.

(iii) Instruction regarding proper procedures for working on and near moving equipment.

(iv) Instruction regarding proper procedures for riding on and in mine conveyances and the controls in effect

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for the transportation of Employees and materials.

(v) Instruction in the recognition and avoidance of electrical hazards.

(vi) Instruction in the fundamentals of first-aid.

(vii) Instruction in the use, care and maintenance of the applicable self-rescue device.

(viii) Instruction regarding the escape and emergency evacuation plans, including references to mine maps, main escapeway maps and working section escapeway maps.

(ix) Instruction regarding use of the mine communication system and the meaning of warning and directional signs.

(x) Instruction in the current laws and regulations applicable to tasks and work assignment of the individual Employee.

(3) A retraining program at a surface mine or surface area of an underground mine shall include at least the following elements:

(i) Instruction in the fundamentals of first-aid.

(ii) Instruction regarding plans and procedures for working safely in areas of highwalls, pits and spoil banks.

(iii) Instruction regarding procedures for escape and evacuation.

(iv) Instruction regarding fire warning signals and fire-fighting procedures.

(v) Instruction in the recognition and avoidance of electrical hazards.

(vi) Instruction in the procedures

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for recognition and control of hazardous gases and fumes.

(vii) Instruction in the safe operation of haulage and conveyor systems in use at the mine.

(viii) Instruction regarding the safe work procedures for night-shift Employees.

(ix) General instruction in the prevention of accidents.

(x) Instruction regarding proper procedures for working on and near moving equipment.

(xi) Instruction regarding proper procedures for riding on and in mine conveyances and the controls in effect for the transportation of Employees and materials.

(xii) Instruction in use of the mine communication system and the meaning of warning signals and directional signs.

(xiii) Instruction in the current laws and regulations applicable to the tasks and work assignment of the individual Employee.

(xiv) Instruction in the proper operation of equipment for equipment operators.

(xv) Instruction in safe procedures for handling explosives for all Employees who may be asked to handle explosives.

(4) The retraining program shall be not less than eight (8) hours for each Employee in each calendar year and shall be presented in increments of not less than two (2) hours. An Employee shall be paid for time spent in retraining programs at the regular rate applicable to his classification.

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Section (d) Safety Training for Specific Job

After an Employee has been awarded a specific job through job bidding before undertaking the duties of that job he shall receive a thorough job briefing relative to the hazards of the job, including a trial run on the machine or equipment under the direction of an experienced person. At each mine the Employer shall develop a job briefing program for Employees who have been awarded job bids. Emphasis shall be on health and safety aspects related to the local conditions and hazards of the particular job.

Section (e) Maintenance Training and Rate of Pay

The Employer shall establish for each mine a program for training Employees in maintenance jobs. Training vacancies may be posted as Maintenance—Trainee or Electrician—Trainee according to the custom in the mine, but in any event the training program shall include training in mechanical, welding and electrical skills. Management shall select such Employees for training on the basis of seniority and trainability as defined in section (g) of this Article. The method of training shall be accomplished in consideration of local variations from mine to mine but should in general employ techniques such as progressive job tasks, on-the-job training and classroom training. Each program shall also include a definitive progression of wages and a time schedule which shall be applied on the basis of satisfactory performance.

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Vacancies for trainees shall be posted in accordance with actual anticipated needs for developing maintenance skills. Where such skills are presently available within the classified work force, vacancies shall be posted for the job, as the case may be, and not for a trainee.

When an underground Employee is awarded a maintenance trainee job, the starting rate of a trainee shall be at Wage Grade 2. The trainee shall progress to Wage Grade 4 in a maximum of six months if he meets the job standards for the maintenance job. The trainee shall remain at this rate for a maximum of twelve (12) months at which time he progresses to Wage Grade 5 if his progress is such as to meet the standards for the highest rated maintenance job. When a maintenance trainee job is awarded for an outside or surface job (covered by Appendix A, Part II and Part III), the applicable progression shall be Wage Grades 2, 3, and 4.

If a trainee makes more rapid progress by meeting the standards of the program and fully qualifies for the maintenance job before the end of the maximum training period, that fact shall be recognized and if the Employee is assigned to and does perform the highest rated maintenance job and the work associated therewith, he shall be so classified and paid at such highest rate.

Section (f) New Inexperienced Employees at Underground Mines

No new inexperienced Employee in an underground mine hired after the date of this Agreement with less than forty-

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five (45) working days prior underground mining experience shall operate any mining machines at the face, or work on or operate any transportation equipment, mobile equipment or medium or high voltage electricity. All such new Employees shall always work in sight and sound of another Employee for a period of forty-five (45) days. During this period the new Employee shall be classified as a Trainee in order to permit him to gain maximum familiarity with the work of the mine as a whole, but to minimize exposure to hazards until more extensive experience in underground mining is achieved. At the end of the forty-five (45) working day period, he shall be eligible to bid on any vacancy that arises. Nothing in this section shall authorize any practice more permissive than that established by any applicable law or prior custom and practice.

Section (g) General Training Provisions

Any training program shall be conducted in accordance with the following provisions:

(1) Each training program shall emphasize health and safety in addition to the requirements of the job.

(2) Appropriate local and district officials of the Union (including the Mine Health and Safety Committee) shall have the opportunity to review each training program and make comments and suggestions prior to its implementation.

(3) The selection of Employees for training opportunities shall be in ac-

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cordance with seniority and trainability. Definition of Trainability—trainability shall include a job-related determination of an Employee's ability to absorb the training to be provided, the mental and physical capacity to ultimately perform the job for which he is being trained. The job-related determination shall be based on objective standards which may be an oral, written or work demonstration of trainability for the specific job and the applicant for training may establish his trainability by either oral, written or actual work demonstration or any combination thereof as he may choose.

(4) While in training, management will make periodic evaluations of the Employee's progress or lack thereof. An Employee who fails to complete the training program shall be allowed to return to his prior job, but if it is not available, to the general labor crew where he may bid on the vacancies to which his seniority entitles him.

Article XVII—SENIORITY

Section (a) Definition of Seniority

Seniority at the mine shall be recognized in the industry on the following basis: length of service and the ability to step into and perform the work of the job at the time the job is awarded.

In awarding bids on job postings, the parties agree that management will not show favoritism or discrimination. To help senior Employees achieve promotion, they shall be given preference to the extent practicable in the filling of

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temporary vacancies as set out in section (c) of Article XIX (Classification).

Section (b) **Reduction in Work Force**

In all cases where the working force is to be reduced, Employees with the greatest seniority at the mine shall be retained provided that they have the ability to perform available work.

Section (c) **Layoff Procedure**

In all cases where the working force is to be reduced or realigned, management shall meet with the mine committee at least 24 hours in advance and review the available jobs and the individuals to be laid off, retained or realigned.

Within five (5) days after an Employee is notified that he is to be laid off, he must fill out a standardized form and submit it to mine management. On this form, the laid-off Employee shall list: (1) his years of service at the mine; (2) his years of service with the Employer; (3) his previous mining experience with other Employers and the years of service with each; and (4) the jobs he is able to perform and for which he wishes to be recalled. Additionally, the Employee may also list, on the standardized form, (5) the mines of his Employer within the UMWA district on whose panel he wishes his name to be placed; (6) his choice of the mines of his Employer located in one additional geographically contiguous UMWA district on whose panel he wishes his name to be placed.

Upon receipt of the completed form, the Employer shall within seven calendar days, distribute a copy of the com-

pleted form to the Recording Secretary of the Employee's local union and to the respective panel custodians of all mines listed by the Employee at mines where he wishes his name to be placed on the panel in accordance with the provisions of this section.

Section (d) Panels

Employees who are idle because of a reduction in the working force shall be placed on a panel from which they shall be returned to employment on the basis of seniority as outlined in section (a). A panel member shall be considered for every job which he has listed on his lay-off form as one to which he wishes to be recalled. Each panel member may revise his panel form once a year.

Section (e) Panel Custodians

The superintendent of the mine and the Recording Secretary of the local union shall be joint custodians of the panel records. It shall be the obligation of the laid-off Employee to keep the custodians of all mine panels on which he is entitled to place his name informed of any change of address and/or telephone number where he may be regularly reached. Notice to the last known address of the laid-off Employee by certified mail shall be sufficient notice of recall. The Employee so notified may either accept or reject the job which is available; but if the Employee rejects a job which he has listed as one to which he wishes to be recalled or fails to respond within seven calendar days after receipt of such notice, his name shall be

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removed from the panel at that mine and he shall sacrifice his seniority rights at that mine.

Section (f) Panel Members Accrue Seniority

Employees who are placed on a panel shall retain the seniority earned prior to their layoff, and, in order to protect their relative seniority standing, will continue to accrue seniority while on the panel. Laid-off Employees who place their names on panels at other mines shall not accrue seniority on the mine panels other than their own.

Section (g) Right to be Recalled

Any person on the panel list who secures casual or intermittent employment during the period when no work is available for him at the operation shall in no way jeopardize his seniority rights while engaged in such temporary employment. However, any person on the panel list who secures regular employment at another operation, or outside the industry, and does not return to work when there is available employment at the mine for those on said panel, shall sacrifice his seniority rights at the operation and shall have his name removed from the panel list.

Section (h) Recall of Persons on Lay-off Status

When a job or training vacancy at a mine exists which is not filled by Employees within the active working force or from the mine panel, the panel custodians will review the list of Employ-

ees on the panel from other mines and the Employer shall recall to employment Employees on layoff status in the following order:

(1) If there are no Employees on the mine panel with the ability to perform the work of the job, then, the Employer shall recall the senior Employee who has such ability from the Employer's other mines within the same UMWA district who has requested his name to be placed on the panel at that mine and has listed the job to be filled as one for which he wishes to be recalled (length of service with an Employer at a mine for purposes of this provision includes total years of service with the Employer within the UMWA district) ;

(2) If there are no Employees on the mine panel or the District-Employer panel, who have the ability to perform the work of the job, then, the Employer shall recall the senior Employee from the Employer's other mines outside the UMWA District where the mine is located who has such ability and is entitled to under section (c) (6) and has requested his name to be placed on the panel at that mine and has listed the job to be filled as one for which he wishes to be recalled (length of service with the Employer at the mine for purposes of this provision includes total years of service with the Employer).

Signatory companies and coal producing divisions thereof, and wholly owned and controlled coal producing subsidiaries and wholly owned and controlled coal producing affiliates, shall be treated as one and the same Employer for panel rights purposes.

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Section (i) **Job Bidding**

Filling of all permanent vacancies and new jobs created during the term of this Agreement will be made on the basis of mine seniority as set forth in the following procedure:

(1) The job or vacancy shall be posted by management in a conspicuous place at all portals of the mine for a period of seven (7) calendar days, but no less than five (5) production days, and will be properly identified as to portal (underground mines), job title, wage rate, at non-rotating mines as to shift, and the most recent measurement of respirable dust in the work place (underground mines). If the new job or vacancy does not yet exist, the estimated date when the job or vacancy will exist will also be posted.

(2) Any Employee who believes he has the ability to perform the work of the permanent vacancy or new job shall be entitled to bid on such vacancy during the seven-day posting period.

In addition, eligible panel members will also be considered on the basis of seniority as defined in section (a) above for permanent vacancies or new jobs that the panel member listed as jobs to which he wished to be recalled. For purposes of this section, a panel member shall be presumed to have bid on each job he has listed on his layoff form as one for which he wished to be recalled.

(3) At the close of the posting period, upon request, the Employer shall make available to the Union panel custodian, the names of all Employees who have bid and panel members who listed the job as one for which they wished to be

recalled. Within five (5) production days after the end of the posting period, the senior Employee having the ability to perform the work of the job (including panel members) making a bid for such permanent vacancy or new job shall be selected from the applicants.

In order to fill the present job of the successful bidder, he may be required to remain on his present job for a period of time not to exceed 30 days. If during that 30-day period, the job for which he has been selected is filled by any other Employee, the successful bidder shall receive the established rate of pay for the job for which he has been selected—if that rate is higher than his present job rate—for the actual hours he would have worked on the new job had he not been retained on his present job.

(4) All Employees absent from work due to illness or other legitimate reason during the posting period shall be notified by management of the vacancy. An Employee who is on leave of absence working for the local, district or International Union, if he so requests, shall also be notified by management of the vacancy. The Employer shall, on the date of the posting, give notice to such Employees by certified mail to their last known address.

(5) During the posting period and the selection period, the management shall have the right to fill such vacancy with an Employee they may select. However, the experience an Employee has gained during the posting and selection period shall not be considered as evidence of his ability to perform the job.

(6) No claim shall be recognized by either the Employer or Union represent-

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atives for any vacancy after the posting period and the job has been filled by the senior Employee making a bid for the same who has the ability to perform the work of the job.

(7) If the senior Employee bidding withdraws his bid before the end of the posting period, notice of the withdrawal shall be posted next to the job posting and the posting period shall be extended for at least 48 hours to include at least two full production days.

(8) Under ordinary circumstances, in order to provide a safe and stable work force, (a) an Employee will not be entitled to bid on a vacancy or new job which carries the same or a lower wage rate than his present rate for a period of 12 months after his last job change under this procedure. The 12 months will commence from the date the Employee was selected as the successful bidder and not from the date he was actually reassigned; (b) no time limitation will apply to an Employee who bids on a vacancy or new job which carries a higher wage rate than his present rate.

(9) If an Employee withdraws his bid before the end of the posting period, he shall be ineligible for that job in that instance, but shall retain all bidding privileges for all subsequent jobs. If an Employee does not withdraw his bid before the end of the posting period and is selected for the job, he must accept the job provided the job was properly identified.

(10) If the job which is posted involves work in a "less dusty area" of the mine (dust concentrations of less than one milligram per cubic meter), the provisions of this Article shall not

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apply if one of the bidders is an Employee who is not working in a "less dusty area" and who has received a letter from the U.S. Department of Health, Education and Welfare informing him that he has contracted black lung disease and that he has the option to transfer to a less dusty area of the mine. In such event, the job in the less dusty area must be awarded to the letterholder on any production crew who has the greatest mine seniority. Having once exercised his option, the letterholder shall thereafter be subject to all provisions of this Article pertaining to seniority and job bidding. This section is not intended to limit in any way or infringe upon the transfer rights which letterholders may otherwise be entitled to under the Act.

(11) The provisions of paragraph (3) above shall apply to postings for the positions of continuous miner operator or roof bolter on continuous mining sections or roof bolter on conventional mining sections which are required by this Agreement to be permanently assigned a full-time helper, except as follows: Subject to the applicable provisions of this Article, permanent vacancies in these machine operator positions shall be awarded to the senior operator or fully-trained helper bidding, but, if no operator or fully-trained helper bids, the senior fully-trained helper on the shift shall be promoted to such job.

Section (j) Training for Vacancy Not Filled by Bidding

Subject to the provisions of Article XVI, (Training), a permanent vacancy

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and new job which remains unfilled after having been posted in accordance with the provisions of section (i) of this Article may be filled by hiring a new applicant who has the ability to perform the work. If no such applicant is available, and the vacancy is to be filled, a training opportunity for such vacancy shall be posted for a period of seven calendar days, but no less than five (5) production days, and will be identified as a training opportunity for the specific job involved. The Employee who is to be trained shall be selected from the applicants in accordance with the provisions of Article XVI, section (g) (Training).

The successful applicant shall be offered such on-the-job training or other more formal training opportunities and instruction as determined by management taking into consideration the complexity, skill and knowledge required for successful performance of the specific job in question.

Section (k) **Transfer to Other Mines of Employer**

Employees laid off in a reduction in force shall at their request be placed on the panel of the other mine or mines of the same Employer in the same UMWA district and the Employee's choice of one additional UMWA district which is geographically contiguous to the UMWA district in which he was employed, provided that Employees laid off after the effective date of this Agreement shall make their requests in writing within the five (5) calendar days

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following their layoff. Signatory companies and coal producing divisions thereof and wholly owned and controlled coal producing subsidiaries and wholly owned and controlled coal producing affiliates shall be treated as one and the same Employer for panel rights purposes.

When a mine is being abandoned or being closed or there is a reduction in force and work is available at the other mine or mines of the same Employer and the Employees have requested their names be placed on the panel or panels of such mine or mines, the Employees from the mine being abandoned or closed or the Employees laid off in the reduction in force, shall be transferred to the other mine or mines where work is available. They shall be transferred in line with their position on their former mine's panel list but their seniority at the mine to which they are being transferred shall not begin until the date they start work at the new mine with the following exceptions:

When Employees from the mine being abandoned or closed are required to remain there to assist in closing or dismantling work, they will have the right to transfer later, but their seniority will be retroactive to the date when they would have been transferred had they not been required to remain at the mine being abandoned on dismantling work.

Should such closed or abandoned mine be reopened or should work be available for the Employees laid off in a reduction in force, they will be permitted to return to the former mine with full accumulated seniority therein.

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Section (l) Leave of Absence

Employees who have an official request for a leave of absence shall be granted leave to participate in Union activities and to serve as district or international officers or representatives and shall retain their seniority and accrue seniority while they are on such leave. Employees who have an official request for a leave of absence shall be granted leave to accept a temporary Union assignment, not to exceed four (4) consecutive months, and upon the expiration of such leave shall be entitled to return to their former jobs and shifts. Except in cases of District or International Conventions or District Conferences relating to national contract negotiations, no more than two (2) Employees may accept such temporary Union assignments from the same mine at the same time. Permanent Union appointees and those Employees who are elected to district or international office shall be entitled to return to a job, provided that Employees with greater seniority at the mine are not on layoff status, and may bid on such vacancies as are posted. Where, by prior practice or custom, a permanent Union officer or appointee is entitled to return to his job, that practice shall be continued. This provision is retroactive to April 1, 1964.

Section (m) Permanent and Temporary Supervisors

Employees who are promoted to a supervisory position exempt from coverage under this Agreement for a period in excess of four (4) months shall retain their original seniority as of the

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date of their promotion, but will not accumulate any seniority for the time spent in such supervisory position. If the Employee worked more than four (4) months in a supervisory position, he will accrue no seniority during the four-month period. If the Employee worked four (4) months or less, he will continue to accrue seniority during the four-month period.

Section (n) **Shift Preference**

When a permanent vacancy or new job is filled at a mine where shift rotation is not practiced, the Employee with the greatest seniority shall be given preference with respect to the day, afternoon and midnight shift work, on the basis of the same procedure set forth in the job bidding section of this Article.

**Article XVIII—TONNAGE RATES
AND HAND LOADING**

Section (a) **Tonnage Rates**

Hand loaders employed on a tonnage rate basis will be paid a tonnage rate to be negotiated between the Employer and the President of the UMWA District in which the company operates subject to the approval of the International Union. Tonnage rates and portal pay for hand loaders shall be periodically adjusted in accordance with Article X.

Section (b) **Checkweighmen**

The Employees shall have the right to a checkweighman of their own choos-

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

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

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

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

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

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

Section (c) Preparation and Cleaning of Coal

Each district agreement shall provide for the preparation and proper cleaning of coal.

Reject clauses providing as follows shall be eliminated from all district agreements:

“At mines where in order to maintain and improve the earnings of both the loaders and the cutters, and where it is impracticable to maintain loader earnings if all the impurities were removed underground, certain portions of those impurities are loaded and rejected either by hand or mechanical methods at the tipple.

“The question of rejects shall be referred to the local mine committee who shall, with the mine manage-

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ment, determine the amount and quantity of rejects that reach the coal producers' tipples and cleaning plants and an adjustment shall be made in the tare weight of the mine car sufficient to cover this amount and quantity. Should a disagreement ensue, it shall be handled as any dispute arising under this contract. Operators accepting this plan agree to eliminate the practice of docking for impurities as applying to individual workers."

All reject clauses of a similar character shall be eliminated from district agreements.

Section (d) **Delivery of Cars**

For each mine where the practice now prevails, the delivery of cars to the working places in the mines by pushing will be the subject of local negotiations and will not be prohibited where it is impracticable to deliver them to the working place otherwise than by pushing. Any controversy as to the continuation of the practice where it now prevails must be considered as a dispute and shall be settled promptly in accordance with the customary grievance machinery.

Section (e) **Explosives**

Matters affecting the cost of explosives are referred to the district conferences.

Section (f) **Bottom Coal**

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

Section (g) **Cutting Coal**

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

Section (h) **Blacksmithing**

There will be no charge for blacksmithing.

Section (i) **Rockdusting**

Rockdusting shall be done at the expense of the Employer.

Section (j) **Day Men Transferred**

When day men are transferred to loading coal the individual affected, if aggrieved, shall have the right of review under the settlement of disputes procedures provided in this Agreement.

Article XIX—CLASSIFICATION

Section (a) **Working in Classification**

An Employee shall normally be assigned to duties customarily involved with his regular classified job in accordance with the following principles.

Section (b) **Classification Requirement**

Within sixty (60) days of his employment or within sixty (60) days of the effective date of this Agreement, whichever is earlier, each new Employee—unless prohibited by law—shall be classified in a regular, recognized occupation. Failure to so classify such new Employee will result in automatic classification at the rate which is the highest rate for

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any work performed during the period since he was employed and has not been classified. Nothing in this section, however, shall be understood to require double manning of jobs or prevent return of an Employee to his usual classification following temporary assignment to another job.

Section (c) Temporary Assignments

Every reasonable effort shall be made to keep an Employee at work on the job duties normally and customarily a part of his regular job, and to minimize to the extent practicable the amount of temporary assignments of particular individuals to other jobs. However, where a senior Employee has expressed a desire to improve his ability to perform a job to which he wishes to be promoted, to the extent practicable, he shall be given a preference in filling temporary assignments in regard to that job.

Section (d) Protection Against Discrimination

In no case may the Employer make a temporary assignment for the purpose of disciplining or discriminating against an Employee.

Section (e) Compensation for Temporary Assignments

When an Employee works on another job on a temporary basis, he shall be compensated for the entire shift at the higher of his regular rate or the rate of the job to which he is temporarily assigned. This section shall not be construed to apply to Employees whose

regular job duties include the relief of other Employees for short periods of time which do not exceed thirty (30) minutes for each occurrence during the basic workday. For such relief periods, however, the Employee providing relief shall be paid the higher rate.

Article XX—HEALTH AND RETIREMENT BENEFITS

Section (a) General Purpose

This Article makes provision for pension, health and other benefits for Employees covered by this Agreement, and for former Employees who were covered under the United Mine Workers of America Welfare and Retirement Fund of 1950 ("1950 Fund"), and for the spouses and dependents of such Employees. The benefits to be provided are as set forth under separate plans and trusts referred to in Sections (b) and (c) of this Article.

A general description of the benefits to be provided appears immediately following this Article.

For purposes of this Article, the 1950 Pension Plan and Trust, the 1974 Pension Plan and Trust, the 1950 Benefit Plan and Trust and the 1974 Benefit Plan and Trust and each of them shall be a continuation of the benefit program established under the UMW Welfare and Retirement Fund of 1950 (hereinafter the 1950 Fund) provided that:

(1) The 1950 Pension Trust shall be solely responsible for all indebtedness, accounts payable, claims, causes of action and other liabilities (except as pro-

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vided in (2) below) incurred or arising prior to December 6, 1974, and shall likewise be entitled and shall succeed to all assets held in trust by the 1950 Fund and all assets due the 1950 Fund on said date and to all rights heretofore accruing to or exercisable by the 1950 Fund;

(2) For all participants covered by the 1974 Pension Plan and Trust, the 1974 Pension Trust has assumed the liabilities for pensions including those arising out of past service credits attributable to employment prior to December 6, 1975.

Each participant and beneficiary shall be entitled only to the pension benefits provided in and paid from either the 1950 Pension Plan and Trust or the 1974 Pension Plan and Trust and each participant, beneficiary and dependent shall be entitled only to the benefits provided in and paid from the 1950 Benefit Trust, the 1974 Benefit Trust, or the individual benefit plans referred to in Section (c).

The general purpose of the plans referred to in this Article shall be to provide health care for working and retired miners and their dependents; pensions for miners upon their retirement; health care and financial support for eligible disabled miners; and financial support for surviving spouses and surviving dependents provided by each of the Trusts and Plans referred to in this Article.

Except as otherwise specifically set forth in this Article, it is agreed that the Trusts referred to in this Article are irrevocable Trusts created pursuant to, and within the scope of, Section

302(c) of the Labor-Management Relations Act, 1947, and shall endure as long as the purposes for their creation shall exist.

Section (b) 1950 Plans and Trusts

The United Mine Workers of America 1950 Pension Trust ("1950 Pension Trust") is incorporated by reference and made a part of this Agreement. The terms of the 1950 Fund have heretofore been amended by substituting the terms of the 1950 Pension Trust and of the United Mine Workers of America 1950 Pension Plan ("1950 Pension Plan"). The 1950 Pension Plan is incorporated by reference and made a part of this Agreement. The pensions to be paid from the 1950 Pension Trust are as set forth in the 1950 Pension Plan.

The United Mine Workers of America 1950 Benefit Plan and Trust ("1950 Benefit Trust") is incorporated by reference and made a part of this Agreement. The 1950 Benefit Trust provides health and other benefits, not including pension benefits, and the terms and conditions under which those benefits will be provided are as set forth in the plan under the 1950 Benefit Trust.

Upon the discharge of all its obligations, any remaining assets in either the 1950 Benefit Trust or the 1950 Pension Trust shall, upon termination of such Trusts, be transferred to the 1974 Benefit or Pension Trusts, respectively.

Section (c) 1974 Plans and Trusts

(1) The United Mine Workers of America 1974 Pension Trust ("1974 Pension Trust") is incorporated by reference and made a part of this Agree-

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ment. The pensions to be paid from the 1974 Pension Trust are as set forth in the United Mine Workers of America 1974 Pension Plan ("1974 Pension Plan"), which is incorporated by reference and made a part of this Agreement. This Plan is a continuation of the pension program of the 1950 Fund and was effective December 6, 1974.

(2) The 1974 Benefit Plan and Trust ("1974 Benefit Trust") is incorporated by reference and made a part of this Agreement. The 1974 Benefit Trust provides certain health and other benefits, not including pension benefits, and the terms and conditions under which those benefits will be provided are as set forth in the plan under the 1974 Benefit Trust and under the terms of this Article.

(3) (i) Except as provided in (ii) below, effective on June 1, 1978, each signatory Employer shall establish an Employee benefit plan to provide, implemented through an insurance carrier(s), health and other non-pension benefits for its Employees covered by this Agreement as well as pensioners, under the 1974 Pension Plan and Trust, whose last classified employment was with such Employer. The benefits provided pursuant to such plans shall be guaranteed during the term of this Agreement by each Employer at levels set forth in such plans. Such plans shall also include that each signatory Employer continue to make the death benefit payments in pay status as of December 5, 1977, for deceased Employees and pensioners under the 1974 Pension Plan whose last classified employment was with such Employer, in the same man-

ner and in the same amounts as previously provided for in the 1974 Benefit Plan and Trust. The plans established pursuant to this subsection will be incorporated by reference and made a part of this Agreement, and the terms and conditions under which the health and other non-pension benefits will be provided under such plans are as to be set forth in such plans.

During the interim period commencing on the effective date of this Agreement and ending on May 31, 1978, each Employer shall pay to the 1974 Benefit Trust as provided in Section (d) (1) (iv) of this Article.

(ii) In lieu of (i) above, any signatory Employer may elect to implement the above health benefit coverage through a private insurance carrier(s) on the effective date of this Agreement. Any signatory Employer who elects under this subparagraph (ii) to implement health benefit coverage through a private insurance carrier(s), from the date of this Agreement, shall have no further responsibilities, except as provided in Section (d) (1) (iv), (v) (d) and (vi) (a) of this Article, to make contributions to or otherwise be responsible for benefits provided under the 1974 Benefit Plan and Trust.

(iii) The 1974 Benefit Plan and Trust shall continue after May 31, 1978, for the sole purpose of providing health and other non-pension benefits, during the term of this Agreement, to any retired miner under the 1974 Pension Plan or any successor plan(s) thereto who would otherwise cease to receive the health and other non-pension benefits

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provided herein because the signatory Employer (including successors and assigns) from which he retired is no longer in business. Such entitlement shall extend to surviving spouses and other beneficiaries who are eligible for health coverage as a result of their relationship to such a miner whose last classified employment was with a signatory Employer which is no longer in business.

The Union and Trustees shall assist and fully cooperate with the Employers in obtaining all necessary opinion letters, exemptions, or rulings from the Department of Labor, the Internal Revenue Service or other applicable federal agencies, in order to implement the provisions of this subsection so as to ensure compliance with all applicable federal laws and regulations and ensure the deductibility for income tax purposes of any and all contributions made by signatory Employers to the 1974 Benefit Trust and the individual health plans referred to in this Section.

Section (d) Contributions by Employers

(1) During the life of this Agreement, for the periods of time indicated below, each signatory Employer engaged in the production of coal shall contribute to the Trusts referred to in this Article the amounts specified below based on cents per ton on each ton of two thousand (2,000) pounds of bituminous coal produced by such Employer for use or for sale, and, in addition, each signatory Employer (including those engaged in the production of coal and

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those not engaged in the production of coal) shall contribute to the Trusts referred to in this Article the amounts specified below based on cents per hours worked by each of the Employer's Employees who perform classified work under this Agreement.

BCOA may elect to change or convert the cents per ton basis of funding contained herein to a different method of funding so long as such alternate method produces the equivalent contribution to that provided herein on a cents per ton basis. It is further understood that if such election is exercised all references to cents per ton contributions or obligations arising therefrom in this Article shall be read as to reform such references to the appropriate method of funding.

(i) Into the 1950 Pension Trust: for the period beginning March 27, 1978, and ending March 26, 1979, 95.0¢ per ton on each such ton; for the period beginning March 27, 1979, and ending March 26, 1980, 95.0¢ per ton on each such ton; and for the period beginning March 27, 1980, and ending when this Agreement is terminated, 95.0¢ per ton on each such ton;

(ii) Into the 1950 Benefit Trust: for the period beginning March 27, 1978, and ending March 26, 1979, 35.0¢ per ton on each such ton; for the period beginning March 27, 1979, and ending March 26, 1980, 35.5¢ per ton on each such ton; and for the period beginning March 27, 1980, and ending when this Agreement is terminated, 35.5¢ per ton on each such ton;

(iii) Into the 1974 Pension Trust: for the period beginning March 27, 1978,

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and ending March 26, 1979, 75.0¢ per hour on each such hour worked plus 8.5¢ per ton on each such ton; for the period beginning March 27, 1979, and ending March 26, 1980, 76.0¢ per hour on each such hour worked plus 8.0¢ per ton on each such ton; for the period beginning March 27, 1980, and ending when this Agreement is terminated, 75.0¢ per hour on each such hour worked plus 8.0¢ per ton on each such ton.

(iv) Into the 1974 Benefit Trust: for the period beginning on March 27, 1978, and ending on April 26, 1978, 16.5¢ per hour on each such hour worked; for the period beginning on April 27, 1978, and ending when this Agreement is terminated, 2.0¢ per hour on each such hour worked. Any signatory Employer who does not elect to implement coverage through a private insurance carrier(s) on the effective date of the Agreement shall contribute for the period beginning March 27, 1978, and ending May 31, 1978, an additional 86.0¢ per hour on each such hour worked.

(v) In addition to the contributions indicated above, during the life of the Agreement, each signatory Employer shall, for the periods of time indicated below, contribute to the Trusts established in this Article in the amounts shown below based on cents per ton on each ton of two thousand (2,000) pounds of bituminous coal after production by another operator, procured or acquired by such Employer for use or for sale on which contributions to the appropriate Trusts as provided for in this Article have not been made (amounts shown below include cents per

hours worked contributions converted to tonnage equivalents).

(a) Into the 1950 Pension Trust: for the period beginning March 27, 1978, and ending March 26, 1979, 95.0¢ per ton on each such ton; for the period beginning March 27, 1979, and ending March 26, 1980, 95.0¢ per ton on each such ton; and for the period beginning March 27, 1980, and ending when this Agreement is terminated, 95.0¢ per ton on each such ton;

(b) Into the 1950 Benefit Trust: for the period beginning March 27, 1978, and ending March 26, 1979, 35.0¢ per ton on each such ton; for the period beginning March 27, 1979, and ending March 26, 1980, 35.0¢ per ton on each such ton; and for the period beginning March 27, 1980, and ending when this Agreement is terminated, 35.5¢ per ton on each such ton;

(c) Into the 1974 Pension Trust: for the period beginning March 27, 1978, and ending March 26, 1979, 58.5¢ per ton on each such ton; for the period beginning March 27, 1979, and ending March 26, 1980, 59.0¢ per ton on each such ton; and for the period beginning March 27, 1980, and ending when this Agreement is terminated, 58.0¢ per ton on each such ton; and

(d) Into the 1974 Benefit Trust: for the period beginning March 27, 1978, and ending March 26, 1979, 1.0¢ per ton on each such ton; for the period beginning March 27, 1979, and ending March 26, 1980, 1.0¢ per ton on each such ton; and for the period beginning March 27, 1980, and ending when this Agreement is terminated, 1.0¢ per ton on each such ton.

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The parties hereto mutually agree that, if at any time during the term of this Agreement a court or tribunal of competent jurisdiction determines by a final decision that is not appealable that the provision appearing in paragraph (v) just preceding is invalid or in violation of the National Labor Relations Act, 1947, as amended, or other Federal or state law, the parties shall, at the option of and upon demand by the Union without affecting the integrity of any other provision of this Section or any other provision of the National Bituminous Coal Wage Agreement, meet and engage in good faith negotiations to agree upon a clause to be inserted into this Agreement in replacement of the provision found invalid or unlawful.

(vi) At any time during the term of this Wage Agreement, the Bituminous Coal Operators' Association may reallocate the contributions to be paid under the respective subdivisions (i) and (ii) in this Section, which reallocation will increase the cents per ton to be contributed into the 1950 Pension Trust and correspondingly will decrease the cents per ton to be contributed by the Employers into the 1950 Benefit Trust, or which will decrease the cents per ton to be contributed into the 1950 Pension Trust and correspondingly will increase the cents per ton to be contributed by the Employers into the 1950 Benefit Trust, provided that notice shall be given to the Union, and to the Trustees (who shall in turn notify all contributing Employers) of the cents per ton to be allocated to each such Trust at least 30 days prior to the date the contributions become due and owing to the re-

spective Trusts, subject to the following terms and conditions:

(a) In lieu of or in addition to making the reallocations set forth above, BCOA may, to the extent necessary to fund the benefits provided by the 1950 Benefit Plan and 1974 Benefit Plan during the term of this Agreement, increase the rate of contributions to be made to the 1950 Benefit Trust and 1974 Benefit Trust during the term of this Agreement, which contributions, as may be adjusted from time to time, shall be made by all Employers signatory hereto during the term of this Agreement. In the event the BCOA ceases to exist, or in the event that more than 50% of the tonnage membership of BCOA on the effective date of this Agreement has withdrawn prior to the time when such reallocation or adjustment in contributions is to be made to effectuate the guarantee of health benefits, then action to be taken under this Section, or any other Section of this Article requiring action by BCOA, may be taken by a majority vote, based on tonnage, of Employers who were BCOA members on the effective date of this Agreement.

(b) Except as otherwise specifically set forth in this Article, no monies previously paid into or due and owing to either Trust nor any assets of either Trust shall be transferred to the other Trust;

(c) No decrease in the cents per ton to be contributed to the 1950 Pension Trust shall be adopted which can reasonably be expected to cause the 1950 Pension Trust and Pension Plan to fail to meet the minimum funding standards

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set forth in Section 302 of Title I, Subtitle B, Part 3, of ERISA or Section 1013 of Title II, Subtitle A, Part I of ERISA, or to fail to satisfy any applicable provisions of the Internal Revenue Code of 1954, including Sections 401 and 501 of said Code;

(d) No increase in the cents per ton to be contributed to the 1950 Pension Trust shall be adopted which will increase the contributions of the Employers to such Trust to an amount in excess of those amounts which, for Federal income tax purposes, are fully deductible by said Employers when paid into such Trust, pursuant to the provisions of the Internal Revenue Code of 1954;

(e) No reallocation of the contributions to be paid to the two Trusts shall be made which will increase the total combined contributions required by this Article to be made by the Employers to those two Trusts, except to the extent provided for in Section (d) (1) (vi) (a); and

(f) No decrease in the cents per ton to be contributed to the 1950 Benefit Trust shall be adopted which will result in any reduction of the benefits currently provided in the 1950 Benefit Trust, nor shall any change in the cents per ton to be contributed to the 1950 Benefit Trust be adopted which will cause the contributions of the Employers to such Trust not to be fully deductible as paid or accrued under the applicable provisions of the Internal Revenue Code of 1954.

(vii) Hours of work for purposes of Employer contributions to the plans and trusts described in this Article shall

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include all hours worked, or fractions thereof, by Employees in a classified job covered by this Agreement. Hours actually worked for which a premium pay of any type is provided shall be treated for purposes of Employer contributions to the Trusts as though worked on a straight-time basis. Reporting pay for hours not actually worked shall not be included for the purpose of making Employer contributions to the Trust.

(2) The Trustees are hereby directed to establish a royalty rate or rates for bituminous coal which is recovered from slurry ponds, sludge piles, and other coal refuse, which is sold during the life of this Agreement, and such royalty rate will be paid on each ton of such coal recovered for use or for sale. Royalty rates currently being paid for coal recovered from slurry ponds, sludge piles and other coal refuse shall remain in effect unless and until changed by the Trustees. All royalties payable by Employers pursuant to this paragraph shall be divided among the 1950 Benefit Trust, the 1974 Benefit Trust, the 1950 Pension Trust and the 1974 Pension Trust in proportion to the total contribution paid to each such Trust by all Employers for the month preceding the month in which such royalty is due and payable.

(3) The sole obligation under this Section of any Employer signatory hereto shall be to contribute the amounts specified in this Section.

(4) The obligation to make payments to the Trusts specified in this Article shall become effective on the dates specified in the respective Subdivisions (i)

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through (v) of this Section, and the first payments are to be made on the 10th day of each month after such specified dates, and thereafter continuously on the 10th day of each succeeding calendar month.

(5) It shall be the duty of each of the Employers signatory hereto to keep current said payments due to the Trusts, and to furnish to the International Union, United Mine Workers of America and to the Trustees of those Trusts a monthly statement showing on a mine-by-mine basis the full amounts due hereunder and the tons of coal produced, procured or acquired for use or for sale and the hours worked with respect to which the amounts are payable. Payments to those Trusts shall be made by check payable, as appropriate, to:

"Trustees of the United Mine Workers of America 1950 Pension Trust"

"Trustees of the United Mine Workers of America 1950 Benefit Trust"

"Trustees of the United Mine Workers of America 1974 Pension Trust"

"Trustees of the United Mine Workers of America 1974 Benefit Trust"

The Trustees are hereby authorized to require each signatory Employer to make payment of all contributions to the 1950 Benefit Trust, the 1974 Benefit Trust, the 1950 Pension Trust and the 1974 Pension Trust by a single check made payable in such manner as may be specified by the Trustees.

(6) Payments shall be delivered or mailed to the office of the Trusts currently located at 2021 K Street, N.W., Washington, D.C. 20006, or as otherwise designated by the Trustees of those Trusts.

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(7) Failure of any Employer signatory hereto to make full and prompt payments to the Trusts specified in this Article in the manner and on the dates herein provided shall be deemed a violation of this Agreement. This obligation of each Employer signatory hereto, which is several and not joint, to so pay such sums shall be a direct and continuing obligation of said Employer during the life of this Agreement and it shall be deemed a violation of this Agreement, if any mine, preparation plant or other facility to which this Agreement is applicable shall be sold, leased, subleased, assigned, or otherwise disposed of for the purpose of avoiding any of the obligations hereunder.

(8) Each Employer agrees to give proper notice to the President of the local union at the mine by the 18th day of each month that the Employer has made the required payment to the Trusts for the previous month, as required by this Article, or is delinquent in such payment, such notice to set forth the amount paid to the Trusts, or the amount of the delinquency, the tonnage produced and the hours worked with respect to the mine or mines under the jurisdiction of such local union.

(9) Title to all the monies paid into and/or due and owing to the Trusts specified in this Article shall be vested in and remain exclusively in the Trustees of those Trusts. It is the intention of the parties hereto that those Trusts shall constitute irrevocable trusts and that no benefits or money payable from those Trusts shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encum-

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brance or charge, and that any attempt so to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge the same shall be void.

(10) It is understood that the individual Employees of Employers agree, through their representative, the United Mine Workers of America, to surrender any personal or individual right to or interest in monies paid or required to be paid to the Trusts pursuant to this Agreement.

(11) Any judgment obtained by the Trustees of the Trusts established pursuant to this Agreement for a default giving rise to damages accruing to more than one of the Trusts established hereunder shall be allocated by the Trustees among such Trusts in proportion to the amounts owing to each which gave rise to such judgment.

Section (e) **Responsibilities and Duties of Trustees**

(1) The 1950 Pension Trust, the 1950 Benefit Trust, the 1974 Pension Trust, and the 1974 Benefit Trust shall be administered by a Board of three Trustees, one of whom shall be appointed by the Employers; one of whom shall be appointed by the Union; and one of whom shall be a neutral party, selected by the other two. The Trustee appointed by the Union shall be the Chairman. The Trustees, or their duly appointed successors, shall serve for the duration of the Agreement and as long thereafter as the proper continuation and administration of the Trusts shall require. The representative of the Employers on the Board of Trustees shall be Kenneth

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L. Houck, Bethlehem, Pennsylvania, the representative of the Union on said Board of Trustees shall be Julius Mullins (subject to IEB approval), and Paul R. Dean, Washington, D.C., is appointed as the neutral Trustee. Said three Trustees so named and designated shall constitute the Board of Trustees to administer the Trusts in accordance with the requirements, terms and conditions of each such Trust.

(2) It is the intent and purpose of the contracting parties that full cooperation shall be given by each of them to one another, to the Trustees provided for under this Article, and to all affected mine workers, to the eventual coordination and development of policies and working agreements necessary or advisable for the effective operation of the Trusts and Plans.

(3) Action which may be required by the Employers in connection with any matter hereunder, including but not limited to the appointment of a successor Trustee, may be taken by those Employers who are parties to this Agreement, and authorization, approval or ratification of Employers representing fifty-one per cent (51%) or more of the total contributions made to the Trusts during the calendar year (or such shorter period which may have elapsed after the effective date of this Agreement) previous to that in which the action is taken shall be sufficient and shall bind all Employers.

(4) All covenants, rights and obligations accruing to the Trusts, and the Benefit Plan, and the Trustees of the Pension and Benefit Trusts and Plans,

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and all breaches, violations and/or defaults of any provision of this Article pertaining to the Trusts and Plans, the Trust Agreements, or Pension Plans, shall be enforced by the Trustees, at their discretion, through any and all available legal means, without first exhausting the grievance and arbitration procedures set forth in this Agreement.

(5) It is the agreement and intent of the parties to this Agreement that no contributions to the 1950 Benefit Trust made on or after March 27, 1978, shall be used for the purpose of paying or otherwise funding benefits which accrued between and including December 6, 1977, and March 26, 1978, or for the purpose of paying or otherwise funding any other benefits (except death benefits) which accrued or other expenses incurred by said Trust for any period of time prior to the effective date of this Agreement, or to fund the return of any deductibles or co-payments paid or incurred by any participant or beneficiary of the 1950 Benefit Plan and Trust between July 1, 1977, and December 5, 1977; provided, however, that (a) the Trustees shall have the authority to use up to a maximum of \$6.65 million (\$6,650,000) which amount is reflected in the January 31, 1978, report of the Trustees of the 1950 Benefit Trust as the estimated accrued liability of such trust, to pay for health services actually performed on claims accrued up to and including December 5, 1977; (b) the Trustees of the 1950 Benefit Plan and Trust are hereby authorized to pay death benefits under such Plan and Trust for deaths occurring between and including December 6, 1977, and imme-

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diately prior to the effective date of this Agreement; (c) the Employers will pay death benefits at the level prescribed by and in the manner as previously provided for by the 1974 Benefit Plan and Trust, for deaths occurring between and including December 6, 1977, and immediately prior to the effective date of this Agreement on behalf of their respective Employees and pensioners who were participants in the 1974 Benefit Plan and Trust on December 5, 1977; and (d) the Employers agree that a total of \$5 million (\$5,000,000), of which amount \$2 million (\$2,000,000) of future contributions to the 1950 Benefit Trust, and \$3 million (\$3,000,000) of contributions to the 1974 Benefit Trust, may be utilized by the Trustees of such Trusts in their sole discretion for the sole purpose of funding, only to the extent that such five million dollars (\$5,000,000) contribution allows, the return of deductibles and co-payments actually paid no later than January 6, 1978, by participants and beneficiaries of the 1950 Benefit Plan and Trust and 1974 Benefit Plan and Trust for claims incurred between and including July 1, 1977, and December 5, 1977. The Trustees shall also have the discretion to reallocate between such Trusts the contributions available for such deductibles and co-payments.

Section (f) **Audits, Reports and Notices**

(1) It is agreed by the contracting parties that annual independent audits of the Trusts shall be made by independent certified public accountants to be designated by the Trustees of the

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Trusts. A statement of the results of such audits shall be sent to the contracting parties and shall be made available upon written request to any working or retired miner or to any beneficiary either by mail or at the principal office of the Trusts, or at such other place as may be designated by the Trustees.

(2) If the Trustees determine that there is reasonable cause to question the accuracy of the sums paid under Section (d) of this Article, or of any verification thereof made by an Employer for a given monthly or annual period, the Employer shall, upon written request by the Trustees, make available for inspection and/or copying at reasonable times and places to a representative of the Trustees, those records which are necessary to verify the accuracy of the sums paid.

(3) A complete accounting, on a mine-by-mine basis, of contributions received by the Trusts under this Article shall be furnished by the Trustees, at least on a quarterly basis, to the International Union. Such an accounting will also be supplied to the District and Local offices of the Union with respect to the mine or mines under their jurisdiction. Such accounting shall include tonnages of coal produced and hours worked with respect to which contributions were paid, together with an identification of any period or periods in which contributions were delinquent, showing the amounts of such delinquencies. The Trustees shall take such action as they deem appropriate to collect any such delinquencies, and shall advise the

International Union and the appropriate Districts and Locals of the Union, on at least a monthly basis, of such delinquencies, as long as such delinquencies continue.

(4) Upon the written request of any International, District or Local officer of the Union, the Trustees shall make available within seven (7) days of receipt of such request an up-to-date accounting of contributions made and delinquencies outstanding, in respect to any mine or related facility with respect to which such officer has union jurisdiction.

(5) The Trustees shall furnish the Employers and the Union with such other documentation and information as provided for in each of the Trusts described herein.

Section (g) Administration of Trusts

(1) Each Employer shall make available to the Trustees within a reasonable time such information as the Trustees may determine to be reasonably required for the purpose of administering the Trusts and Plans.

(2) The Trustees shall respond to all written requests for information, applications, and other communications from beneficiaries within 15 working days from their receipt at the office of the Trusts. A response from the Trustees may be either a telephonic communication or a letter acknowledging receipt of such communication from the beneficiary. A pension application must be initially approved or denied within 12 weeks of the receipt of the application. The foregoing shall not apply in the

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event of delays caused by conditions beyond the control of the Trustees.

(3) The Trustees shall police and monitor the rolls of those entitled to benefits from the Trusts. On at least a quarterly basis, the Trustees shall have available a complete listing of current beneficiaries, identified by UMWA district and local union jurisdiction, if applicable. The Trustees shall promptly investigate and determine the eligibility or ineligibility of any beneficiary whose right to receive benefits from the Trusts has been challenged by an Officer of the International, District or Local Union or by any Employer. In the event that a beneficiary or beneficiaries shall be determined to be ineligible for health care or other benefits, the Trustees shall take prompt action to correct the situation.

(4) The Trustees are authorized, upon prior written approval by the Employers and the Union, to make such changes in the Plans and Trusts hereunder as they may deem to be necessary or appropriate.

They are also authorized and directed, after adequate notice and consultation with the Employers and Union, to make such changes in the Plans and Trusts hereunder, including any retroactive modifications or amendments, which shall be necessary:

(a) to obtain all necessary determination letters or rulings from the Internal Revenue Service or other applicable federal agencies so as to ensure compliance with all applicable federal laws and regulations and ensure the

continued qualification of the 1950 and 1974 Pension Plans and Trusts and the deductibility for income tax purposes of any and all contributions made by signatory Employers to such Trusts as paid or incurred;

(b) to conform the terms of each Plan and Trust to the requirements of ERISA, or any other applicable federal law, and the regulations issued thereunder;

(c) to obtain determination letters from the Internal Revenue Service that the two Pension Plans will each meet the requirements of Section 401 of the Internal Revenue Code and the Trusts thereunder will be exempt under Section 501(a) of such Code and that the two Benefit Trusts will be exempt under Section 501(c)(9) of such Code;

(d) to establish the deductibility for income tax purposes of any and all contributions made by the signatory operators to the Pension Trusts and Benefits Trusts as paid or incurred; or

(e) to comply with all applicable court or government decisions or rulings.

Section (h) Guarantee of 1950 Plans and Trusts and 1974 Plans and Trusts

Notwithstanding any other provisions in this Agreement the Employers hereby agree to fully guarantee the pension and health benefits provided by the 1950 Pension Fund, the 1950 Benefit Fund, the 1974 Pension Fund, the 1974 Benefit Fund and all other benefit plans de-

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scribed in Section (c) of this Article XX during the term of this Agreement.

In order to fully fund these guaranteed benefits the BCOA may increase, not decrease, the rate of contributions to be made to the 1950 Pension Fund, the 1950 Benefit Fund, the 1974 Pension Fund, the 1974 Benefit Fund and all other benefit plans described in Section (c) of this Article XX during the term of this Agreement. These contributions, which may be adjusted from time to time, shall be made by all Employers signatory hereto during the term of this Agreement.

**GENERAL DESCRIPTION
OF THE HEALTH AND
RETIREMENT BENEFITS**

The following is a general description of certain information contained in the UMWA 1950 Pension and Benefit Plans and Trusts, the UMWA 1974 Pension Plan and Trust and the individual health and benefit plans. This description is intended merely to highlight certain information; it is not a complete statement of all of the provisions of the Plans and Trusts, nor is it intended to be a Summary Plan Description as defined in the Employee Retirement Income Security Act of 1974, and is qualified in its entirety by, and subject to the more detailed information contained in the Plans and Trusts, copies of which are on file and available for inspection at the offices of the UMWA Health & Retirement Fund, 2021 K Street, N.W., Washington, D.C.

(1) PENSIONS FOR MINERS RETIRED UNDER THE 1950 PENSION PLAN:

Pension payments for the months of February and March, 1978, will be reinstated at prior levels and payment will be made as soon as possible. The differential between pensioners receiving black lung benefits and those not receiving black lung benefits is eliminated. Beginning on the first of the month following the effective date of this Agreement, pension benefits are according to the following schedules:

- (a) For pensioners with at least 20 years of credited service who retired on other than a disability pension and who receive state or federal Black Lung benefits, the pension is immediately increased on the first of the month following the effective date of this Agreement to \$275 per month.
- (b) For pensioners with at least 20 years of credited service who retired on other than a disability pension and who do not receive state or federal Black Lung benefits, the pension is immediately increased on the first of the month following the effective date of this Agreement to \$275 per month.
- (c) For pensioners who retired on a disability pension, the pension is immediately increased on the first of the month following the effective date of this Agreement to \$130 per month, with a second increase one year later to \$135 per month, and a third increase two years later to \$137.50 per month. Such pensioner will be entitled to retain his Health Services card for life. Upon his death, his wid-

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ow will retain a Health Services card until her death or remarriage.

(d) For pensioners with less than 20 years of credited service, the pension is unchanged from prior levels.

Any pensioner who is receiving a disability pension or a pension with at least twenty years of credited service under this Plan is entitled to receive health benefits until death for each month in which he earns less than \$200. As in the case of a pensioner, a widow is entitled to receive health benefits until her death or remarriage for each month in which the widow earns less than \$200.

(2) PENSIONS FOR MINERS WHO RETIRED UNDER THE 1974 PENSION PLAN PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT:

Beginning on the first of the month following the effective date of this Agreement, pension benefits for pensioners who retired prior to the effective date of this Agreement are according to the following schedules:

(a) For pensioners who retired on other than a deferred vested or minimum disability pension, the pension is immediately increased on the first of the month following the effective date of this Agreement by \$10 per month, with a second increase of \$10 per month one year later, and a third increase of \$5 per month two years later. Such pensioner will be entitled to retain his Health Services card for life. Upon his death, his widow will retain a Health Services card until her death or remarriage.

(b) For pensioners who retired on a minimum disability pension, the pension is immediately increased on the first of the month following the effective date of this Agreement to \$130 per month, with a second increase one year later to \$135 per month, and a third increase two years later to \$137.50 per month. Such pensioner will be entitled to retain his Health Services card for life. Upon his death, his widow will retain a Health Services card until her death or remarriage.

(3) PENSIONS FOR MINERS WHO RETIRE ON OR AFTER THE EFFECTIVE DATE OF THIS AGREEMENT:

A working miner who retires on or after the effective date of this Agreement and who is eligible for a pension under the terms of this Agreement will receive pension benefits based upon the 1974 Pension Plan. Subject to (4) below, full credit is provided for years worked as a classified Employee in mines of signatory Employers.

The earliest retirement age is 55. A miner may retire at 55 with 10 or more years of signatory service.

Pension benefits are increased as a miner accumulates years of signatory service. Benefits are also increased based upon a miner's age at the time of retirement with maximum benefits payable to miners who retire at the age of 62 or more.

For retirement on or after the effective date of this Agreement the maximum benefit schedule is increased to the following:

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- \$13.50 per month multiplied by the years of signatory service for the first 10 such years, plus
- \$14.00 per month multiplied by the years of signatory service for the second 10 such years, plus
- \$14.50 per month multiplied by the years of signatory service for the third 10 such years, plus
- \$15.00 per month multiplied by the years of signatory service for each such year over 30.

To estimate your pension, use the table on page 172.

(4) SIGNATORY SERVICE:

Effective as of the calendar year 1978, each miner who works at least 1,000 hours in a calendar year as a classified Employee with a signatory Employer will receive credit for a full year of signatory service for the purpose of determining the amount of the pension. Time spent performing contractual obligations (such as safety inspections, mine committee work, etc.) shall be considered as hours worked in the schedule below. Time spent performing work for the UMW, its districts and local unions in lieu of regular scheduled classified work for the Employer shall be considered as hours worked in the schedule below. A person who is eligible to receive sickness and accident benefits will receive credit as hours worked in the schedule below, for the period of eligibility. Each miner who works less than 1,000 hours in a calendar year as a classified Employee with a signatory Employer will receive credit for the

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above purpose for a percentage of a year calculated in accordance with the following schedule:

<u>Hours Worked</u>	<u>Percentage of a Year of Signatory Service</u>
less than 250	0
250 - 499	25%
500 - 749	50%
750 - 999	75%
1,000 or more	100%

For the purpose of calculating benefits and/or determining vesting, employment with the United Mine Workers of America, following classified employment with an Employer, shall be treated as signatory service, provided that the employee does not receive a pension from the United Mine Workers of America Pension Plan based on such service.

(5) PENSIONS FOR DISABLED MINERS:

A miner who becomes permanently and totally disabled as a result of a mine accident after the effective date of this Agreement will become eligible for pension benefits in accordance with the following schedule:

- (a) If a miner has less than ten years of signatory service at the time of retirement, the miner will receive a \$135 per month pension. Such pensioner will be entitled to retain a Health Services card for life. Upon his death, his widow will retain a Health Services card until her death or remarriage.

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(b) If a miner has ten years or more of signatory service at the time of retirement, the miner will receive the greater of the minimum pension payable to a miner with less than ten years of signatory service or a pension based upon the years of signatory service which the miner has accumulated at the time of retirement calculated in accordance with the benefit schedule in (3) above. Such pensioner will be entitled to retain a Health Services card for life. Upon his death, his widow will retain a Health Services card until her death or remarriage.

(6) PENSIONS FOR SURVIVING SPOUSES:

The 1974 Pension Plan provides for Surviving Spouse pensions. Benefits for an eligible surviving spouse will be payable in accordance with the following:

(a) If, on or after the effective date of this Agreement, a working miner dies (regardless of cause) and would have been eligible for an immediate pension had the miner retired on the date of death, the surviving spouse will be eligible for a pension equal to 50% of the pension the miner would have received, and will receive this pension until death. Such surviving spouse will be entitled to retain a Health Services card until death or remarriage.

(b) Upon the death of a pensioner, other than a deferred vested pensioner with less than 20 years of service, the surviving spouse of such pensioner will receive a pension equal to 50%

of the pensioner's pension until death. Such surviving spouse will be entitled to retain a Health Services card until death or remarriage.

(c) If a miner working on or after the effective date of this Agreement becomes eligible for a pension, other than a deferred vested pension with less than 20 years of service, at any time thereafter, upon his death after age 55, the surviving spouse will be entitled to receive a Surviving Spouse pension equal to 50% of the miner's pension until death. Such surviving spouse will be entitled to retain a Health Services card until death or remarriage.

(7) DEFERRED VESTED PENSION:

If after the effective date of this Agreement a working miner terminates employment for any reason after completing at least 10 years of signatory employment, and before age 55, the miner will be eligible to receive a pension at age 62, or an actuarially reduced pension at any time after 55. This pension will be calculated in accordance with (3) above. The Surviving Spouse pension described in paragraph (6) does not apply to the surviving spouse of a miner receiving a deferred vested pension with less than 20 years of service.

(8) LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS:

For the first time, effective immediately under the terms of this Agree-

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ment, Life and Accidental Death and Dismemberment Insurance benefits will be provided by the Employer for working miners in accordance with the following schedule:

(a) Upon the death of a working miner due to other than violent, external and accidental means, life insurance benefits in the amount of \$12,000 will be paid to the miner's named beneficiary. Spouses who are not eligible for surviving spouse pension benefits, will continue eligibility for a Health Services card (also covers dependents) until remarriage or for 60 months, whichever occurs first.

(b) Upon the death of a working miner due solely to violent, external and accidental means, life insurance in the amount of \$24,000 will be paid to the miner's named beneficiary. Spouses who are not eligible for surviving spouse pension benefits, will continue eligibility for a Health Services card (also covers dependents) until remarriage or for 60 months, whichever occurs first.

(c) If a working miner should lose 2 or more members due to violent, external and accidental means, the miner shall receive a \$12,000 dismemberment benefit. If a working miner shall lose one member due solely to violent, external and accidental means, the miner shall receive a \$6,000 dismemberment benefit. A member for the purpose of the above is (i) a hand at or above the wrist, (ii) a foot at or above the ankle or (iii) total loss of vision in one eye.

(d) Accidental death or dismemberment benefits are not payable if caused in whole or in part by disease, bodily or

mental infirmity, ptomaine or bacterial infection, hernia, suicide, intentional self-inflicted injury, insurrection or acts of war.

(9) PENSIONER'S DEATH BENEFITS:

(a) Upon the death of a pensioner who has retired under the 1950 Pension Plan, and who is a participant in the 1950 Benefit Plan, a \$2,500 lump-sum death benefit will be paid to his widow, or, in the absence of a widow to his dependents, if any; otherwise a \$2,000 lump-sum death benefit will be paid to his nearest survivor.

(b) Upon the death of a pensioner who has retired under the 1974 Pension Plan, with other than a deferred vested pension based on less than 20 years of credited service, a \$2,500 life insurance benefit will be paid to the named beneficiary of the deceased retiree if such named beneficiary is a surviving spouse or dependent relative; otherwise a life insurance benefit of \$2,000 will be paid to the named beneficiary of such deceased retiree.

(10) HEALTH CARE:

Health benefits are restored for all beneficiaries defined as eligible under the 1950 and 1974 Benefit Plans and Trusts for services rendered on and after the effective date of this Agreement. Such benefits are guaranteed during the term of this Agreement, subject to the terms of this Agreement, at the level of benefits provided in the prior Agreement subject to the following:

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(a) Participants in the 1950 Benefit Plan will continue to have their health benefits provided by the UMWA Health and Retirement Funds' 1950 Benefit Plan and Trust. Upon request, the Participant shall receive a copy of the bill for services rendered by the physician, hospital, or clinic.

(b) Working miners will be provided health benefits through their individual Employers, or, until May 31, 1978, through the 1974 Benefit Plan and Trust.

(c) Pensioners, other than deferred vested pensioners with less than 20 years of service, retired under the 1974 Pension Plan will be provided health benefits through the Employer from which they retired.

(d) Pensioners, both regular and disabled, their surviving spouses and dependents, who retired under the 1974 Pension Plan or any successor thereto, whose last classified employment was with a signatory Employer, (including successors and assigns) which is no longer in business will have benefits provided under the 1974 Benefit Plan and Trust.

(e) For new Employees and their dependents, no pregnancy benefits will be provided for a pregnancy which occurs prior to the first day of employment. All other benefits are covered.

(f) Benefits for prescription drugs will be subject to a \$5.00 co-payment per prescription up to a \$50 annual maximum per family.

(g) Benefits for office visits to physicians, house calls by physicians, in-hospital medical care, visits to a clinic or

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the out-patient department of a hospital will be subject to a \$7.50 per visit co-payment in the case of working miners and their dependents up to an annual maximum of \$150 per family and will be subject to a \$5.00 per visit co-payment in the case of retired miners (and Surviving Spouses) and their dependents up to an annual maximum of \$100 per family.

(h) Spouses of working miners who died, who are not eligible for Surviving Spouse pension benefits, will continue eligibility for health care until remarriage, or for 60 months, whichever occurs first.

(i) Deferred vested pensioners with less than 20 years of service under the 1974 Pension Plan and miners who will receive a pension with less than 20 years of service under the 1950 Pension Plan are ineligible for health care. Disability pensioners under both the 1950 and 1974 Pension Plans will continue to receive their Health Services card.

(j) Disabled or retarded children of Health Services cardholders will be covered for life, so long as a surviving parent holds the card.

Explanatory Note on Employer Provided Health Plans

Active miners and their surviving spouses and dependents, and pensioners, their dependents, and surviving spouses receiving pensions from the 1974 Pension Plan, will receive health care provided by their Employer through insurance carriers. A new health services card identifying the Participant's eligibility for benefits under the health plan

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will be provided by the Employer as soon as possible. In the meantime, the existing Health Services card will be honored.

The Trustees of the UMWA Health and Retirement Funds will resolve any disputes to assure consistent application of the health plan provisions which are identical to the benefit provisions of the 1950 Benefit Plan and Trust.

All benefits will be at the level of benefits provided by the 1974 Benefit Plan prior to July 1, 1977 except for the following co-payments by the patient:

	<u>Working Miners</u>	<u>Non- Working</u>
Prescription Drugs	\$5.00 per prescription	\$5.00 per prescription
Physician Charges	\$7.50 per visit	\$5.00 per visit

No family will have to pay more than the following amount of co-payments in any year:

	<u>Working Miners</u>	<u>Non- Working</u>
Prescription Drugs	\$ 50.00	\$ 50.00
Physician Charges	<u>\$150.00</u>	<u>\$100.00</u>
Total	\$200.00	\$150.00

The Employee can expect the same handling of claims as when previously administered by the Funds. Claim forms will be available at most hospitals, clinics, and physician offices. Generally, nothing more is required than signing the forms authorizing the hospital, clin-

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ic, or physician to bill the insurance carrier for the services rendered. The insurance carrier will keep individual records for each Participant and dependent and will notify the Participant of the co-payments credited to his account. The hospital, clinic, or physician will bill the Participant for the co-payment amount until the maximum is reached. In some instances, when the Employee pays for services or drugs, the bills should be obtained and submitted with the claim form according to the instructions on the form. If the annual co-payment maximum has been reached, the carrier will remit to the Participant the full payment for covered benefits.

Under this new program, covered drug prescriptions may now be filled at drugstores, clinics and hospital prescription offices.

Each Participant will receive a "Summary Plan Description" booklet similar to the booklet that is provided for the 1974 Benefit Plan. Each year a financial report of the Plan will be provided to each Participant.

(11) VISION CARE:

Effective as of the beginning of the seventh calendar month following the effective date of this Agreement a vision care program will be adopted for all people and their dependents, covered with a Health Services card in the 1950 Benefit Plan, the 1974 Benefit Plan and the benefit plan provided by the Employer in accordance with the following specifications:

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VISION CARE PROGRAM

<u>1. Benefits</u>	<u>Plan Pays up to a Maximum Amount of</u>	<u>Frequency Limits</u>
Vision Examination	\$20 per exam	Once every 24 months
Per Lens (Maximum=2)		Once every 24 months
-Single Vision	10 per lens	
-Bifocal	15 per lens	
-Trifocal	20 per lens	
-Lenticular	25 per lens	
-Contact	15 per lens	
Frames	14 per frame	Once every 24 months

2. Lenses will not be covered unless the new prescription differs from the most recent one by an axis change of 20 degrees or .50 diopter sphere or cylinder change and the lenses must improve visual acuity by at least one line on the standard chart.

3. Exclusions include:

- a. sunglasses (other than Tints #1 or #2);
- b. extra charges for photosensitive or anti-reflective lenses;
- c. drugs or medication (other than for vision examination), medical or surgical treatment of eyes;
- d. special procedures, such as orthoptics, vision training, subnormal vision aids, aniseikonic lenses and tonography;
- e. experimental services or supplies;
- f. replacement of lost or broken lenses and/or frames unless replacement is eligible under the frequency and prescription limitations;

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- g. services or supplies not prescribed as necessary by a licensed physician, optometrist or optician;
- h. services or supplies for which the insured person is entitled to benefits under any other provision of the Plan or as provided under a mine safety glass program;
- i. any services which are covered by any workmen's compensation laws or employers' liability laws, or services which an Employer is required by law to furnish in whole or in part;
- j. services or supplies which are obtained from any governmental agency without cost by compliance with laws or regulations enacted by any federal, state, municipal or other governmental body;
- k. charges for services or supplies for which no charge is made that the participant is legally obligated to pay or for which no charge would be made in the absence of vision care coverage.

Article XXI—SURFACE MINES

Section (a) Parking Areas

At each surface mine covered by this Agreement, the Employer shall designate a parking area, or parking areas, where each Employee will have the opportunity to report to be transported to his jobsite if he so desires. The parking area shall be connected to a public road

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by an access road provided and maintained as required by Article XXII, section (b), of this Agreement (Miscellaneous). At the parking area the Employer shall provide a parking lot conforming to the standards established by Article XXII, section (c), of this Agreement (Miscellaneous). Such areas are not considered permanent and may be changed and moved as warranted by operating considerations. The Employer shall provide transportation by company vehicle for surface mine crews and maintenance Employees from the parking area to the jobsite and back. The regular transportation at the beginning and the end of shifts shall be operated by Employees covered by this Agreement. Employees will be required to be at parking areas at least 15 minutes before their regular starting times, and the Employer will be required to pick up Employees within 15 minutes after their regular quitting time, or overtime worked. For waiting time at the jobsite in excess of 15 minutes the Employee will be paid at the overtime rate applicable. Bulletin boards will be provided by the Employer at the parking area for the purpose of posting job vacancies, Union information, and other pertinent notices.

Section (b) Manning of Surface Mining Equipment

(1) Stripping and loading equipment at surface mines will be manned by classified Employees as follows:

(i) Draglines and shovels up to 12 yards in size shall be manned by an operator when the machine is in sight

and hearing of other Employees, and at other times shall be manned by an operator and another classified Employee. Where by prior practice and custom an oiler or a groundman has been assigned to such machines, that practice shall continue.

(ii) Draglines and shovels from 12 to 30 yards in size shall be manned by an operator and an oiler. However, where by prior practice and custom a groundman has been assigned to such machines, that practice shall continue.

(iii) Draglines and shovels 30 yards to 65 yards in size shall be manned by an operator, an oiler and a groundman.

(iv) Draglines and shovels 65 yards and larger in size shall be manned by an operator, an oiler and a groundman, and at least one additional Employee who shall be an operator, oiler, groundman, or a mechanic, electrician or welder.

(2) Duties of Oiler

The oiler shall service the shovel or dragline to which he is assigned. Oilers servicing machines under 12 yards in size shall not be required to be within the swing of the boom. On other machines, the oiler will stay within the swing of the boom of the machine to which he is assigned except when performing duties customarily associated with his job at the machine. The regular classified oiler shall, as part of his duties, learn to perform the duties of the machine operator through an on-the-job break-in under the machine op-

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erator's guidance. After such break-in period, the oiler shall operate the dragline or shovel to periodically relieve the operator as directed by the Employer. When performing the operator's duties, the oiler shall be paid the operator's rate.

(3) Duties of Groundman

The groundman's duties shall include the following: knocking down the roll; steering the machine; leveling the machine; moving cable for the machine; and performing such other duties as are customarily associated with his job at the machine.

(4) Drill Helper

A drill helper shall be assigned to pneumatic drills drilling holes six inches or larger in diameter. The drill helper shall be in the immediate area of the drill to which he is assigned while the drill is in operation. When the drill is not in operation, he may assist the shooter in the loading of holes. Where by prior practice and custom a shooter helper has been assigned to assist the shooter, that practice shall continue.

Section (c) Eating Place

The Employer shall provide a centrally located eating place at each major pit which may be either a permanent or portable structure and which the Employer shall keep clean and adequately heated and ventilated to assure reasonably comfortable conditions in all seasons. Where the Employee has access to

the cab of the machine or vehicle, such cab shall be considered acceptable and may be used as an eating place.

Section (d) Cabs

All cabs of vehicles and heavy machinery shall be adequately heated and ventilated to assure reasonably comfortable working conditions in all seasons.

Section (e) Special Health and Safety Problems in Surface Mines

(1) A new and inexperienced Employee with less than 45 working days experience in surface mining shall not be required to work alone in any areas where he cannot be seen or his cries for help heard. During his first 45 working days a new inexperienced Employee shall be given adequate instruction by his Employer on the work practices and mining conditions in the mine in which he is working.

(2) Repairs on electrical components or circuits supplying power to any device or equipment located at a surface mine shall be done by qualified UMWA electricians except to the extent that such work may be performed by others under the provisions of Article IA (Scope and Coverage). When an Employee believes that proper tests have not been made on electrical components or circuits to ensure their safe operation, or that an electrical circuit is not in compliance with applicable state or federal laws or regulations, the Employer must comply with the Employee's request that the condition complained of be examined by a qualified person as de-

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fined above. No Employee raising a question regarding the safety of electrical circuits or components shall be subject to discipline or discrimination.

(3) All excavation machinery 65 yards and larger in size shall be equipped with intercom units or another no less effective communicative device.

(4) All trucks operating on or around the mine property shall be equipped with at least two back-up mirrors, one located on each side of the truck, convenient for the operator's use.

(5) All machinery equipped with internal combustion engines shall have the exhaust system installed so as to minimize the Employee's exposure to fumes.

(6) When necessary to allay dust on haulage roadways and in the pit area, the road shall be watered, or some other means used to allay the dust when needed. In the winter months when freezing may occur, effective means shall be used to alleviate slippery conditions on such roadways.

(7) All entrances to blasting areas shall be guarded to prevent unauthorized access during blasting. Blasting activities shall be performed in accordance with applicable federal and state laws and regulations which are incorporated herein by reference.

(8) Whenever a haulage truck crosses a public road, safeguards will be taken to assure safe crossing.

(9) When an Employer transports coal from its tipple or other loading point by its train to another of its loading or dumping points, a classified Em-

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ployee shall be assigned as a brakeman, switchman, or trip rider to assure safe operation.

(10) All haulage roads on mine property shall be maintained in safe and serviceable condition.

(11) The Employer shall provide an ample supply of potable drinking water to all Employees at all times when they are working and shall be responsible for assuring that water containers are kept clean.

Section (f) **Toilets**

The Employer shall provide sanitary ventilated toilets for the use of Employees at the jobsite and shall be responsible for keeping those facilities clean.

Section (g) **Swing Shift**

A swing shift shall be used for stripping shovels, draglines, overburden drills and all other classifications which regularly work seven days a week where recognized by local agreement. When the operator uses a swing shift the regular crews shall be assured of six days each week except weeks in which holidays occur.

Section (h) **Leasing of Employees' Vehicles**

The renting of Employees' trucks or vehicles is prohibited except where the Employee voluntarily accepts a rental agreement for his vehicle. No Employee shall be disciplined or discriminated against for refusing to accept such an Agreement.

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**Section (i) Production and Processing
of Coal at Surface Mines**

Upon approval by two-thirds of the local union members employed at the mine, a surface mine Employer may elect to extend the work day of Employees engaged in the mining and loading of coal to shifts of eight (8) hours or to institute the practice of mining and processing coal on Sundays; provided that Employees who work eight (8) hour shifts shall be regularly paid a minimum of three-quarter ($\frac{3}{4}$) hours of overtime at applicable rates, and that work on the seventh consecutive day shall remain optional. Additionally, the Employer and the local union shall agree prior to the institution of such system upon methods to insure that overtime is equally shared and that swing crews are utilized in accordance with the provisions of section (g) of this Article. No Employee shall be disciplined or discriminated against for exercising his right to refrain from work on the seventh consecutive day.

Article XXII—MISCELLANEOUS

Section (a) Bathhouse

The Employer shall provide bathhouse facilities for all classified Employees complying with the standards established in regulations promulgated by the U.S. Department of the Interior under the Federal Coal Mine Health and Safety Act of 1969. It shall be the responsibility of the Employer to see that bathhouse facilities are maintained in clean and sanitary condition. There shall

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be no charge by the Employer for use of a bathhouse or washroom. The Employer will furnish soap in the bathhouse or washroom. The bathhouse shall be heated sufficiently to dry the Employee's working clothes. Where an Employer has successfully petitioned for modification of the mandatory health and safety standards relating to bathhouses and washrooms, and is not required to furnish a bathhouse or washroom, the Employer must make other satisfactory arrangements with the UMWA District to compensate the Employees affected.

Section (b) **Access Roads**

The Employer shall maintain mine access roads in reasonably good condition to permit safe passage by Employees and their vehicles. An access road is a road providing access from a public road to the location where Employees report to work. This provision imposes no responsibility on the Employer for maintenance of any public road.

Section (c) **Parking Facilities**

The Employer shall provide and maintain an adequate parking facility for Employees' vehicles. Where such facility is permanently located, it shall be adequately lighted.

Section (d) **Bulletin Boards**

The Employer agrees to provide bulletin boards or bulletin spaces for the Union's use, and the Union agrees to post notices or information of interest to the Union.

Section (e) **Coke and Cleaning Plants**

Proper rules may be negotiated by the Employer with the District Presi-

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dent subject to approval of the International Union to provide for continuous operation of coking and cleaning plants.

Section (f) Compulsory Retirement

No Employer will have a policy of compulsory retirement based solely on age for the Employees covered by this Agreement.

Section (g) House Coal

House coal shall be sold to all Employees (including retired Employees or their widows and the widows of Employees of the company) who live within a reasonable distance of the mine, for their own household use, at the cost of production exclusive of sales and administrative costs.

Section (h) House Rent

Equitable adjustment of house rents shall be made by the Employer and the District President subject to approval of the International Union.

Section (i) Irregular Work

When any Employee absents himself from his work for a period of two days without the consent of the Employer, other than because of proven sickness, he may be discharged.

Section (j) Memorial Periods

The International Union, United Mine Workers of America, may designate memorial periods not exceeding a total of ten (10) days during the term of this Agreement at any mine or operation

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provided it shall give reasonable notice to the Employer.

Section (k) Closing Following Fatal Accident

In addition to the memorial period provisions to be designated under section (j) work shall cease at any mine on any shift during which a fatal accident occurs, and the mine shall remain closed on all succeeding shifts until the starting time of the next regularly scheduled work of the shift on which the fatality occurred.

Section (l) New Machinery

The right to install and operate new types of equipment is recognized. When such equipment is to be installed which is not already in use in the industry, the Employer shall give thirty (30) days advance notice to the president of the UMWA District in which the new type of equipment is to be located. During this period the two parties shall make every effort to agree upon the job grade in Appendix A which shall apply, as well as the manning requirements on the equipment. If no agreement is reached, the equipment may be put into experimental operation utilizing temporary assignments under the direction of members of management and the manufacturer's representatives.

Thereafter, if no agreement is reached within 30 days (except downtime) from the time the equipment is placed into experimental operation, such equipment may continue in service with classifications and manning requirements established by the Employer. The

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Employer shall consider recommendations of the District President with respect to manning requirements, and if the Employer accepts and puts those recommendations into effect, the matter of manning shall be considered settled. If the Employer fails to adopt the recommendations of the District President, the equipment may continue in service with manning requirements established by the Employer. Employees shall have the right to file and process grievances as to manning and classifications under Article XXIII. Should the Employees prevail in such grievance proceedings, the arbitrator shall grant retroactive relief with respect to classifications.

Section (m) Pay Day

All Employees will be paid at least every two (2) weeks. Payment shall be made by cash or check with recognition for legitimate deductions. The discounting of earnings through the use of scrip or tokens is prohibited. The Employee shall receive, with his pay, a plain statement itemizing the number of hours worked during the pay period and, if practicable, setting forth the straight time, overtime and premium time hours worked during the pay period. The statement shall also itemize all payroll deductions.

Section (n) Lunches

Any classified Employee working two or more hours in addition to his own regular shift or who is called back to work after leaving the Employer's premises shall be provided a lunch at the Employer's expense.

Section (o) Portals

Except as otherwise provided in Article XXI, section (a), (Surface Mine Parking Areas), the Employer shall have the right to designate the portal or portals and may move or establish new portals if adequate facilities, conveniences and safety are furnished the Employees at such new portals when such new portals are placed in use, subject to the right of review on the part of the Union.

Section (p) Tools

The Employer shall furnish all necessary mine workers' tools.

Section (q) Tramming

The machine operator's rate or the helper's rate (where applicable) will be paid for the tramming of mobile loading, cutting, continuous mining or related machines and equipment from one location to another.

Section (r) Local Union Meeting Place

At each of the mines covered by this Agreement, the Employer agrees to permit the local union to use the bathhouse as a meeting place, provided, however, that such use does not interfere with production or the intended use of these facilities.

Section (s) Federal Mine Safety and Health Act

As of the operative date or dates involved, any reference herein to the Federal Coal Mine Health and Safety Act of

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1969 and MESA shall be interpreted to mean the Federal Mine Safety and Health Act of 1977 and MSHA, respectively. References to specific sections of the former law, contained herein, shall be conformed to the pertinent section of the new law.

Section (t) **Bonus Plans**

(1) **Procedures**

Before any bonus plan can be installed, it shall be submitted to a vote by the Employees to be covered by the plan. Provided a majority of those voting approve, the Employer may establish, revise, or terminate the plan only in accordance with the following procedures:

(A) The Employer shall notify the Mine Communication Committee of his intention to install a bonus plan at least sixty days prior to its planned commencement date.

(B) During such sixty-day period the Employer shall thoroughly discuss and explain the proposed plan to the Mine Communication Committee and shall serve a copy of the plan on the International Union. The Mine Communication Committee may at any time after thirty days, but within 100 days following installation, initiate a grievance alleging that a new bonus plan does not meet the requirements of this Section.

(C) At least forty-five days prior to its commencement the Employer shall distribute a description of the plan to all active classified Employees at the mine and with the assistance of the Mine Communication Commit-

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tee answer all questions that may arise.

(D) The Employer may make minor revisions in the operation of the plan after explanation of such revisions to the Mine Communication Committee and after giving seven-days notice of such change prior to the beginning of a pay period to all active classified Employees in the mine.

(E) A major revision of the plan shall be considered a new plan and may be effected in the same manner as a new plan.

(F) The Employer may not terminate a plan without first giving notice to the members of the bargaining unit at the mine thirty days prior to the date of termination.

(2) Conditions
Bonus plans shall not be commenced or continued unless a plan satisfies all of the following conditions:

(A) The plan does not lessen safety standards as established by applicable law and regulations,

(B) The plan shall provide an earnings opportunity above the standard daily wage rate for all active classified Employees at the mine,

(C) The plan shall require that quarterly reports be made to the Union of all compensation paid under its terms,

(D) Compensation provided under the plan shall only be monetary.

(3) Resolution of Disputes
Any dispute concerning the application of a bonus plan shall be subject to

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resolution solely in the grievance and arbitration procedure contained in Article XXIII of this Agreement. Where an arbitrator finds that a bonus plan has lessened safety standards as prescribed in (2) (A) above, the plan shall be suspended until such standards are met.

**Article XXIII—SETTLEMENT
OF DISPUTES**

Section (a) Mine Committee

A committee consisting of at least three (3) but not more than five (5) Employees shall be elected at each mine by the Employees at such mine. There shall be at least one (1) member of the Mine Committee on each shift insofar as is practicable. Each member of the Mine Committee shall be an Employee of the mine at which he is a committee member, and shall be eligible to serve as a committee member only so long as he continues to be an Employee of said mine who is not on layoff. Where circumstances warrant at an underground mine, consideration shall be given to including an outside Employee on the committee. The duties of the Mine Committee shall be confined to the adjustment of disputes arising out of this Agreement that the mine management and the Employee or Employees fail to adjust. The Mine Committee shall have the authority on behalf of the grievant to settle or withdraw any grievance at step 2 or proceed to step 3. The Mine Committee shall have no other authority or exercise any other control nor in any way interfere with the operation of

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the mine; for violation of this section any and all members of the committee may be removed from the committee.

A mine committee member shall not be suspended or discharged for his official actions as a mine committee member. An Employer seeking to remove a mine committee member shall so notify the affected mine committee member and the other members of the Mine Committee. If the Mine Committee objects to such removal, the matter shall be submitted directly to arbitration within 15 calendar days from such objection. If the other members of the Mine Committee so determine, the affected member shall remain on the Mine Committee until the case is submitted to and decided by an arbitrator. If the Employer requests removal of the entire Mine Committee, the matter automatically shall be submitted to arbitration within 15 calendar days after such request, and the Mine Committee will continue to serve until the case is submitted to and decided by an arbitrator. When a committeeman or the entire committee is removed, such removal shall remain in effect for the duration of this Agreement.

Section (b) District Arbitrators

(1) The president of the UMWA International Union and the president of the B.C.O.A. shall jointly establish a panel of impartial arbitrators for each UMWA district. These panels may be changed, augmented or supplemented by mutual consent of the appointing parties. A district arbitrator so selected shall serve for a term of not less than

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18 months unless removed by the mutual consent of the appointing parties. At the expiration of such term the appointing parties shall review the arbitrator's performance and determine whether he shall be reappointed, in which event he shall serve for the duration of this Agreement, unless removed by mutual consent of the appointing parties.

(2) As an alternative, an Employer and the UMWA district may choose to select a district arbitrator or panel of district arbitrators. In such event, representatives of the Employer and the UMWA district in which that Employer operates shall, within ninety days following the effective date of this Agreement, select an impartial arbitrator or panel of impartial arbitrators to be used in matters referred to arbitration under the provisions of this Agreement. This panel may be changed or supplemented by mutual consent of the appointing parties. The arbitrator or arbitrators so selected shall serve for such term as agreed upon by the appointing parties. If the Employer and the UMWA district do not make a selection of an arbitrator or panel of arbitrators within the prescribed time, the selection procedure under section (b) (1) shall apply.

If an Employer and the UMWA district so select an arbitrator or panel of arbitrators, they then may elect to (1) abide by the procedural requirements provided for in paragraph (c) (4) of this Article or (2) mutually agree upon all procedural requirements required for the handling of disputes at step 4 of the grievance procedure, provided such step

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continues to provide for final and binding arbitration of the dispute. Where an Employer and the UMWA district elect to handle disputes at step 4 by means of a transcript at the step 3 meeting, then a transcript shall be made at the step 3 meeting despite any provision in this Agreement to the contrary. Said agreement shall be set forth in writing and shall not be changed for the duration of this Agreement. Further, if the Employer and the UMWA district mutually agree on procedural requirements different from those set forth in paragraph (c)(4) of this Article, such agreement must be finalized within ninety days following the effective date of this Agreement. If no separate agreement is reached on procedural requirements, then the procedure set forth in paragraph (c)(4) of this Article shall remain in effect.

(3) Panel arbitrators appointed under the prior Agreement shall serve as district arbitrators until arbitrators can be selected under the above procedure.

(4) District arbitrators shall render decisions in an expeditious manner; failure to do so may be grounds for removal by mutual consent of the appointing parties.

Section (c) Grievance Procedure

Should differences arise between the Mine Workers and an Employer as to the meaning and application of the provisions of this Agreement, or should differences arise about matters not specifically mentioned in this Agreement, or should any local trouble of any kind arise at the mine, an earnest effort shall

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be made to settle such differences at the earliest practicable time.

Disputes arising under this Agreement shall be resolved as follows:

(1) The Employee will make his complaint to his immediate foreman who shall have the authority to settle the matter. The foreman will notify the Employee of his decision within 24 hours following the day when the complaint is made. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances.

(2) If no agreement is reached between the Employee and his foreman, the complaint shall be submitted on the BCOA-UMWA Standard Grievance Form and shall be taken up within five working days of the foreman's decision by the Mine Committee and mine management. Where the committee consists of more than three (3) members, the Employer shall have the right to meet with a maximum of three (3) (to be chosen by the Mine Committee). Within five working days after the complaint is taken up by them, the committee and management will complete the standard grievance form and, if the complaint is not settled, the grievance shall be referred to a representative of the UMWA district, designated by the Union, and a representative of the Employer.

(3) Within seven working days of the time the grievance is referred to them, the district representative and the representative of the Employer shall meet and review the facts and pertinent contract provisions in an effort to reach

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agreement. Members of the Mine Committee shall have the right to be present. No verbatim transcript of the testimony shall be taken. Neither the district representative nor the Employer representative shall be persons who participated in steps 1 or 2 of this procedure.

(4) In cases where the district representative and the representative of the Employer fail to reach agreement, the matter shall, within 10 calendar days after referral to them, be referred to the appropriate district arbitrator who shall decide the case without delay. Cases shall be assigned to district arbitrators in rotation. The parties agree that the expeditious processing of grievances is a major function of this Article, and that consolidation of cases before a single arbitrator can aid in achieving that goal, and where applicable, this procedure should be given serious consideration.

Therefore, in order to expedite the processing of grievances awaiting arbitration, the parties may agree that grievances pending arbitration concerning the same operation of the Employer for which an arbitrator has not been assigned, shall be assigned to a single arbitrator if such cases can be heard on the same day, at the same place. Hearings shall take place at a location mutually agreed upon by the parties. If the parties are unable to agree upon a hearing place, the umpire shall select the place. At the earliest possible time, but no later than 15 days after referral to him, the arbitrator shall conduct a hearing in order to hear testimony, receive evidence and consider arguments.

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In cases in which the parties have agreed that there is no question of fact involved in the grievance, the arbitrator may decide the case upon the basis of a joint statement of the parties and such exhibits as they shall submit. The hearing shall be recorded by the arbitrator and shall be closed upon the completion of testimony. Transcripts of recordings made at such hearings shall be made only for the purpose of review by the Arbitration Review Board. The arbitrator shall render his decision as soon after the close of the hearing as may be feasible. To avoid delays in the issuance of decisions, post hearing briefs will not be permitted except in cases where the arbitrator determines that such briefs are necessary for a full understanding of the matter before him. If the arbitrator is unable to make his decision within 30 days of the close of the hearing, he shall promptly advise the parties of the reasons for the delay and the date when his decision will be submitted. The arbitrator's decision shall be final except as provided in the memorandum between the parties dealing with continuance of the Arbitration Review Board, and shall govern only the dispute before him. Expenses and fees incident to the service of an arbitrator shall be paid equally by the Employer affected and by the UMWA district affected.

Section (d) **Ten Day Limitation**

Any grievance which is not filed by the aggrieved party within ten (10) working days of the time when the Employee reasonably should have known it,

shall be denied as untimely and not processed further.

Section (e) Earnest Effort to Resolve Disputes

An earnest effort shall be made to settle differences at the earliest practicable time. Where an Employee makes a complaint during work time, the foreman shall, if requested to do so, and if possible, consistent with continuous production, discuss the matter briefly on the spot.

At all steps of the complaint and grievance procedure, the grievant and the Union representatives shall disclose to the company representatives a full statement of the facts and the provisions of the Agreement relied upon by them. In the same manner, the company representatives shall disclose all the facts relied upon by the company.

Section (f) Employee's Right to Presence of Member of Mine Committee

Except where it will interfere with production, an Employee shall be entitled, at his request, to have a member of the Mine Committee present to assist him at any discussion with his foreman held pursuant to section (c) (2) of this Article. If a member of the Mine Committee is present during such discussion, the foreman involved may have another representative of the Employer in attendance.

Section (g) Right of Grievant to be Present

The grievant shall have the right to be present at each step of the grievance

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procedure until such time as all evidence is taken.

Section (h) Finality of Decision or Settlement

Settlements reached at any step of the grievance procedure shall be final and binding on both parties and shall not be subject to further proceedings under this Article except by mutual agreement. Settlements reached at steps 2 and 3 shall be in writing and signed by appropriate representatives of the Union and the Employer.

Section (i) Exclusion of Legal Counsel

Neither party will be represented by an attorney licensed to practice law in any jurisdiction in steps 1 through 4 of the grievance procedure except by mutual agreement applicable only to a particular case.

Section (j) Waiver of Time Limits

By agreement the parties may waive the time limits set forth in each step of the grievance procedure.

Section (k) Prior Agreement

Any dispute and/or difference which as of the effective date of this Agreement is in the process of adjustment under the Settlement of Disputes section of the prior Agreement or any dispute and/or difference presented on or after the effective date of this Agreement which is based on the occurrence or nonoccurrence of an event which arose prior to the effective date of this

Art. XXIV

Agreement shall be processed under the procedural provisions of this Agreement and shall be resolved under the applicable provisions of the prior Agreement. Decisions reached under this provision shall be final and binding and not subject to appeal to the Arbitration Review Board. Cases appealed under the provisions of the National Bituminous Coal Wage Agreement of 1974, resolved by the Arbitration Review Board after the expiration of that Agreement, shall not constitute a precedent under this Agreement.

**Article XXIV—DISCHARGE
PROCEDURE**

Section (a) Just Cause Required

No Employee covered by this Agreement may be disciplined or discharged except for just cause. The burden shall be on the Employer to establish grounds for discharge in all proceedings under this Agreement.

Section (b) Procedure

Where management concludes that the conduct of an Employee justifies discharge, the Employee shall be suspended with intent to discharge and shall be given written notice stating the reason, with a copy to be furnished to the Mine Committee. After 24 hours, but within 48 hours, the Employee shall be afforded the right to meet with the mine superintendent or manager. At such meeting, a member or members of the Mine Committee shall be present and, if requested by the Employee or

Art. XXIV

the Mine Committee, a representative of the District shall also be present. When the district representative requests, the forty-eight hour time limit will be extended by an additional 48 hours. The Employer shall be entitled to have an equal number of representatives at the meeting.

Section (c) Suspension

If the Employer informs the Employee at the meeting between the Employee and the mine superintendent or manager that he still intends to discharge the Employee (or if no meeting was requested), the Employee remains suspended with intent to discharge for a period of time necessary to permit him to file a grievance and have it arbitrated. If the Employee does not file a grievance within five days of the notice of suspension with intent to discharge, the discharge shall become effective immediately.

Section (d) Immediate Arbitration

(1) If the District believes that just cause for discharge does not exist, it shall arrange with the Employer for immediate arbitration of the dispute, bypassing steps one through three of the grievance procedure.

(2) The next available district arbitrator shall immediately be assigned to hear the case.

(3) The appropriate district arbitrator shall hear the case within five days. At the conclusion of the hearing, the district arbitrator shall at that time announce his decision which, except for review by the Arbitration Board, shall be

binding on all parties. Following the hearing, the arbitrator shall forthwith reduce his decision to writing within 10 days. If the arbitrator determines that the Employer has failed to establish just cause for the Employee's discharge, the Employee shall be immediately reinstated to his job. If the arbitrator determines that there was just cause for the discharge the discharge shall become effective upon the date of the arbitrator's decision.

Section (e) **Regular Arbitration**

If neither the Employee nor the Mine Committee request immediate arbitration, the Employee shall be discharged at the conclusion of the fifth day of his suspension, and his case shall be processed in accordance with the provisions of Article XXIII (Settlement of Disputes).

Section (f) **Compensation for Lost Earnings**

In all cases where it is determined that just cause for discharge has not been established, the Employee shall be reinstated and compensated for lost earnings at his applicable straight and premium time rates prior to discharge. Provided, however, that such case shall be taken up within five (5) days from the date of discharge.

**Article XXV—DISCRIMINATION
PROHIBITED**

Neither the Employer nor the Union shall discriminate against any Employee or with regard to the terms or avail-

Art. XXVI

ability of classified employment on the basis of race, creed, sex, age, political activity, whether intra-Union or otherwise.

**Article XXVI—DISTRICT
AGREEMENTS**

Section (a)

New Districts of the United Mine Workers of America may be established.

Section (b) **Prior Practice and Custom**

This Agreement supersedes all existing and previous contracts except as incorporated and carried forward herein by reference; and all local agreements, rules, regulations and customs heretofore established in conflict with this Agreement are hereby abolished. Except where abolished by mutual agreement of the parties, all prior practice and custom not in conflict with this Agreement shall be continued, but any provisions in any District or local agreements providing for the levying, assessing or collection of fines or providing for "no-strike," "indemnity," or "guarantee" clauses or provisions are hereby expressly repealed and shall not be applicable during the term of this Agreement. Whenever a conflict arises between this Agreement and any District or local agreement, this Agreement shall prevail.

Within six (6) months following the effective date of this Agreement, the Employers and all the UMWA District presidents shall provide to the International Union and to B.C.O.A., copies of all District agreements in their posses-

sion. All District agreements which are not provided to the International Union and B.C.O.A. during the first six (6) months of this Agreement may not be relied upon by any Employer or the Union in any grievance proceeding which may occur during the balance of this Agreement.

Section (c) **Protective Wage Clause**

Any and all provisions of any contracts or agreements between the parties hereto or some of them whether national, district, local or otherwise providing for a protective wage clause and a modification of this Agreement or said agreements if a more favorable wage agreement is entered into by the United Mine Workers of America, are hereby rescinded, cancelled, abrogated and made null and void.

Section (d) **Approval of District Agreements**

No District contract or agreement negotiated hereunder shall become effective until approval of such contract or agreement by the International Union, United Mine Workers of America, has been first obtained.

**Article XXVII—MAINTAIN
INTEGRITY OF CONTRACT AND
RESORT TO COURTS**

The United Mine Workers of America and the Employers agree and affirm that, except as provided herein, they will maintain the integrity of this con-

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tract and that all disputes and claims which are not settled by agreement shall be settled by the machinery provided in the "Settlement of Disputes" Article of this Agreement unless national in character in which event the parties shall settle such disputes by free collective bargaining as heretofore practiced in the industry, it being the purpose of this provision to provide for the settlement of all such disputes and claims through the machinery in this contract and by collective bargaining without recourse to the courts.

The Employer, however, expressly authorizes the Union to seek judicial relief, without exhausting the grievance machinery, in cases involving successorship.

Article XXVIII—SEVERABILITY CLAUSE

Section (a) General Rule

Except for the provisions of section (b) of this Article, if any provision of this Agreement is declared invalid, all other provisions of this Agreement shall remain in full force and effect.

Section (b) Exception

In the event the parties are restrained or prohibited by any agency or branch of the federal or state government from implementing or effectuating the economic benefits, including health and retirement fund payments, required by this Agreement, either party hereto may, after the imposition of such re-

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straint, give sixty days notice of termination of this Agreement and, thereafter shall meet and discuss and attempt to agree on the basis for a continuation of the Agreement for its term. If no agreement is reached within the 60-day period, the Agreement will terminate.

**Article XXIX—RATIFICATION AND
TERMINATION OF THIS
AGREEMENT**

This Agreement shall become effective at 12:01 a.m. on the day following notification to the Bituminous Coal Operators' Association, Inc. by the International Union, United Mine Workers of America, that this Agreement has been ratified and approved by the membership covered hereby.

Except as provided in Article XXVIII, section (b) (Severability Clause), this Agreement shall be for a term of 3 years and is not subject to termination by either party signatory hereto prior to March 27, 1981 [3 years from the effective date], provided, however, that either the parties of the first part or the party of the second part may terminate this Agreement on or after March 27, 1981 [3 years from the effective date], by giving at least sixty days written notice to the other party of such desired termination date.

In the event of an economic strike at the expiration of this Agreement, Employers will advance the premiums for the Employees' health and life insurance coverage for the first 30 days of such strike. Such advanced premiums

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shall be repaid to the Employers by the Employees through check-off deduction upon their return to work. Should such a strike continue beyond 30 days, the Union or the Employees may elect to continue coverage by paying the premiums themselves. This paragraph shall survive the termination of the remainder of this Agreement and shall continue in effect until the purpose for which it was established is satisfied.

IN WITNESS WHEREOF, each of the parties signatory hereto has caused this Agreement to be signed this 25th day of March, 1978 to become effective only upon the condition that it is ratified and approved by the membership covered hereby.

**UNITED MINE WORKERS
OF AMERICA**

ARNOLD MILLER
International President

SAM CHURCH, JR.
International Vice President

WILLARD A. ESSELSTYN
International Secretary-Treasurer

**BITUMINOUS COAL OPERATORS'
ASSOCIATION, INC.**

JOSEPH P. BRENNAN
President

DATE
MARCH 25, 1978

**MEMORANDUM OF
UNDERSTANDING
CONTINUANCE OF ARBITRATION
REVIEW BOARD**

This Memorandum of Understanding, entered into by and between the United Mine Workers of America, International Union (Union) and the Bituminous Coal Operators' Association, Inc. as follows:

1. The Union and BCOA agree to continue the operation of an Arbitration Review Board, composed of a chief umpire to be jointly selected by the parties within 90 days from the date thereof.

2. The chief umpire shall serve for the balance of the National Bituminous Coal Wage Agreement of 1978, unless removed by formal resolution adopted by either the International Executive Board of the Union or the Board of Directors of the BCOA.

3.(a) In the event of removal, resignation, death or incapacity of the chief umpire, the president of the Union and the president of BCOA shall select a mutually acceptable successor within 90 days.

(b) The President of the BCOA shall have the authority to withdraw Employer petitions for review from consideration by the Board. The President of the UMWA shall have the authority to withdraw district petitions for review from consideration by the Board.

4. Either party to an arbitration, upon receiving a final award by a district arbitrator, may petition the Arbitration Review Board to review the decision of the district arbitrator. Such petition shall include a full and complete statement of the grounds for review.

Upon receipt of such petition, the Arbitration Review Board shall review the decision of the district arbitrator to determine whether grounds for review exist. The Board shall hear only cases involving:

(i) Decisions of a district arbitrator in conflict with one or more decisions of other arbitrators on the same issue of contract interpretation or in conflict with a previous decision of the Arbitration Review Board; or

(ii) Decisions involving a question of contract interpretation which has not previously been decided by the Board, and which in the opinion of the Board involves the interpretation of a substantial contractual issue.

Even in cases involving (i) or (ii) above, the Board may within its discretion decide not to review the case. If the Board decides not to review the case, the Board will so inform the parties. The decision of the Board as to whether or not to accept a case for review shall be final and binding and not subject to judicial review. If the Board accepts a case, it shall thereafter render its decision signed and in writing, and it shall transmit a copy to each party.

5. The Union and BCOA shall each have the right to intervene and to present oral and written arguments in any case before the Arbitration Review Board.

6. The Arbitration Review Board shall only review decisions of district arbitrators issued under the National Bituminous Coal Wage Agreement of 1978.

7. Administrative and procedural shall be established by the parties in

rules of the Arbitration Review Board consultation with the chief umpire. The rules shall include provisions for the management of the panel arbitration system by the Chief Umpire and his staff.

8. This Memorandum of Understanding shall remain in force and effect until the expiration of the National Bituminous Coal Wage Agreement of 1978, or unless it is terminated earlier by mutual consent of the parties, in which latter event all of the provisions of Article XXIII, Section (c) of the National Bituminous Coal Wage Agreement of 1978 shall continue in effect with the decisions of district arbitrators being final and binding.

9. The expenses of the Arbitration Review Board and its necessary office and staff expenses will be shared equally by the Union and the Employers signatory to this Agreement.

UNITED MINE WORKERS OF AMERICA

Arnold Miller, President

March 25, 1978

BITUMINOUS COAL OPERATORS' ASSOCIATION, INC.

Joseph P. Brennan, President

March 25, 1978

March 25, 1978

Arnold Miller
President
United Mine Workers of America

Dear President Miller:

In Article XX, Section (e) (5) of the 1978 Coal Wage Agreement, the parties agreed that the Trustees of the 1950 Benefit Plan and Trust are authorized to use up to a maximum of \$6.65 million to pay for benefits actually provided on claims accrued up to and including December 5, 1977.

This confirms our further understanding that in the event it is demonstrated by the Trustees to the satisfaction of designated auditors of the Bituminous Coal Operators' Association and the United Mine Workers of America that such accrued liabilities exceed \$6.65 million, the parties shall meet and engage in good faith discussions to determine what, if anything, shall be done about such further accrued liabilities.

Joseph P. Brennan

Confirmed
Arnold Miller

UMWA BARGAINING COUNCIL

District 2

Paul Bichko, International Executive Board
Member

Val Scarton, President

District 4

Walter Suba, International Executive Board
Member

James Kelly, President

District 5

Martin Connors, International Executive
Board Member

Lou Antal, President

District 6

Floyd Lamb, International Executive Board
Member

John Guzek, President

District 11

Wilbert Killion, International Executive
Board Member

Larry Reynolds, President

District 12

Gene Mitchell, International Executive
Board Member

Kenneth Dawes, President

District 14

Robert Long, International Executive Board
Member

Clyde Hoffman, President

District 15

Nick Halamandaris, International Executive
Board Member

Bill Hurtado, President

District 17

Vernon Massey, International Executive
Board Member

Jack Perry, President

District 19

Eddie Sturgill, International Executive
Board Member

Joseph Phipps, President

District 20

Frank Clements, International Executive
Board Member

Charles Fuller, President

District 21

Donald Lawley, International Executive
Board Member
Hubert Nicholas, President

District 22

Frank Roybal, International Executive
Board Member
Bill Jones, President

District 23

Jack Dixon, International Executive Board
Member
Tommy Gaston, President

District 28

Arvil Sykes, International Executive Board
Member
Ray Marshall, President

District 29

Joe Davidson, International Executive Board
Member
Dennis Saunders, President

District 30

J. B. Trout, International Executive Board
Member
Robert Carter, President

District 31

Richard Weaver, International Executive
Board Member
Burdette Crowe, President

**BITUMINOUS COAL OPERATORS'
ASSOCIATION, INC.
MEMBERSHIP**

Alabama By-Products Corporation
 AMAX Coal Company
 Gibraltar Coal Corporation
 Yankeetown Dock Corporation
 American Coal Company
 Armco, Inc. (West Virginia Coal Operations)
 Barnes & Tucker Company
 Beckley Coal Mining Company
 Beth-Elkhorn Corporation
 Bethlehem Mines Corporation
 Bishop Coal Company
 CF&I Steel Corporation
 Cannelton Industries, Inc.
 Maple Meadow Mining Co., Inc.
 Cedar Coal Company
 Central Appalachian Coal Company
 Central Coal Company
 Central Ohio Coal Company
 CoalARBED, Inc.
 Red Ash Sales Company, Inc.
 Delaware Fuel Company
 Ottaway Mining Corporation
 Huff Energy
 Hull Coal Company
 Consolidation Coal Company
 Eastern Region
 Northern West Virginia Region
 Southern Appalachia Region
 Midwestern Region
 Drummond Coal Company
 Duquesne Light Company
 Eastern Associated Coal Corp.
 Affinity Mining Company
 Sterling Smokeless Coal Company
 Emerald Mines Corporation
 Freeman United Coal Mining Company
 G.M.&W. Coal Company
 Gateway Coal Company
 Harmar Coal Company
 Hawley Coal Mining Corporation
 Hawley Fuel Corporation
 Kitchehan Fuel Corporation
 Peter White Coal Mining Corporation
 Helvetia Coal Company
 Inland Steel Coal Company
 Iselin Preparation Company
 Island Creek Coal Company
 Beatrice Pocahontas Company
 National Coal Mining Company
 Virginia Pocahontas Company
 V. P.-5 Mining Company
 Itmann Coal Company
 Jim Walter Resources, Inc.

Jones & Laughlin Steel Corporation
 Kaiser Steel Corporation
 Kanawha Coal Company
 Keystone Coal Mining Corporation
 Mathies Coal Company
 Middle States Coal Company
 Midland Coal Company
 Monterey Coal Company
 National Mines Corporation
 Nemacolin Mines Corporation
 The North American Coal Corporation
 Central Division
 Eastern Division
 The Florence Mining Company
 The Helen Mining Company
 The Nacco Mining Company
 Quarto Mining Company
 North River Energy Corporation
 Old Ben Coal Company
 Olga Coal Company
 Omar Mining Company
 M. & B. Coal Company
 Piney Creek Coal Company
 Raleigh Six Coal Company
 Robinson-Phillips Coal Company
 Simron Fuel Company
 Winston Coal Company
 Royalty Smokeless Coal Company
 Leslie Coal Company
 Trace Fork Coal Company
 Tug River Coal Company
 Russell Fork Coal Company
 Rebecca Coal Company
 Rita Coal Company
 T.C.H. Coal Company
 Virginia Crews Coal Company
 Peabody Coal Company
 Penn Pocahontas Coal Company
 Pennsylvania Mines Corporation
 Pikeville Coal Company
 The Pittston Coal Group
 Amigo Smokeless Coal Company
 Badger Coal Company, Inc.
 Buffalo Mining Company
 Clinchfield Coal Company
 Eastern Coal Corporation
 Elkay Mining Company
 High Spur Coal Company
 Jewell Ridge Coal Corporation
 Kentland-Elkhorn Coal Corporation
 Ranger Fuel Corporation
 Sewell Coal Company
 The Snap Creek Coal Company
 Reliable Coal Corporation
 Republic Steel Corporation
 Robert Coal Company
 Saginaw Mining Company
 Scotts Branch Company

Semet-Solvay Division, Allied Chemical Corporation
 Slab Fork Coal Company
 Southern Appalachian Coal Company
 Southern Ohio Coal Company
 Southwestern Illinois Coal Corporation
 Sugarloaf Mining Company
 United States Steel Corporation
 Upshur Coals Corporation
 The Valley Camp Coal Company
 Valley Camp of Utah
 W-P Coal Company
 Westmoreland Coal Company
 Hampton Division
 Imperial Smokeless Division
 Stonega Division
 Winding Gulf Division
 Windsor Power House Coal Company
 The Youghiogeny & Ohio Coal Company
 The Youngstown Mines Corporation
 Central Pennsylvania Coal Operators' Association
 Apollo Corporation
 Armstrong Energy Services, Inc.
 Hiysota Fuel, Inc.
 J & D Mining Company
 Jandy Coal Company
 Mark Mining Company, Inc.
 Mark Mining Company No. 2, Inc.
 North Somerset Mining Company, Inc.
 Reitz Coal Company
 Highlands Coal Association, Inc.
 B & D Coal Company
 Caroline Coal Co., Inc.
 Cole & White, Inc.
 Dotson Coal Company, Inc.
 Elm Coal Corporation
 Kentucky Central Coal Corporation
 L & M Coal Company, Inc.
 Lance Hall Coals, Inc.
 Michael Coal Company
 Rebel Coal Company, Inc.
 Rebel Coal Company II, Inc.
 Sando Services, Inc.
 Sherwood Coal Company, Inc.
 Thelma Coal Company, Inc.
 Wedgewood Coal Company, Inc.
 Western Coal Corporation
 Northern West Virginia Coal Association
 King Knob Coal Company
 South Union Coal Company
 Southern Coal Producers' Association
 Big Sandy-Elkhorn Coal Operators' Association
 Kentucky Carbon Corporation
 Sovereign Coal Corporation

Kanawha Coal Operators' Association
 Alma Coal Corporation
 Capital Fuels, Inc.
 Carbon Fuel Company
 Coal Management, Inc.
 Eagle Coal & Dock Company
 Ellis Creek Coal Company
 F & F Mining Corporation
 Fletcher Mining Co., Inc.
 Hawks Nest Mining Company
 Hope Mining Company
 Imperial Colliery Company
 Kessler Coals, Inc.
 King Powellton Mining, Inc.
 Milburn Colliery Company
 Oglebay Norton Company (Ceredo
 Dock)
 Pratt Mining Company
 Princess Susan Coal Company
 Riverton Coal Company
 Transport, Inc.
 Zapata Coal Corporation
 Logan Coal Operators' Association
 Allburn Coal Company
 Belva Coal Company
 Bonnie Coal Company
 Caroline Coal Company
 Crystal Alma Coal Corporation
 Crystalee Coal Company
 Energy Development Corporation
 Guyan Eagle Mining Company
 Max Ann Coal Company
 P. M. Charles Coal Company
 Pond Creek Mining Company
 Powellton Company
 Rocky Hollow Coal Company
 Royal Coal Company
 Smith Brothers Construction
 Sprouse Creek Coal Company
 Stevan Coal Company
 Sycamore Mining Company
 United Pocahontas Coal Co.
 Wedgewood Coal Company
 Southern Virginias Coal Association
 Ashland Mining Corporation
 Clintwood Mining Corporation
 Harman Mining Corporation
 Individual Members
 Eagle Mining Industries, Inc.
 Majestic Mining, Inc.
 The New River Company
 Union Carbide Corporation
 (Ferroalloys Division)
 Western Pennsylvania Coal Operators'
 Association
 Aloe Coal Company
 Bologna Coal Company
 Bren-Mar Minerals

Hawk Contracting, Inc.
King Knob Coal Company
Leechburg Mining Company
Luzerne Coal Corporation
Maysville Coal Company
Midway Coal Company
Penn Allegh Coal Company, Inc.
South Union Coal Company, Inc.
Tremont Mining Company

RETIREMENT AFTER EFFECTIVE DATE OF 1978 AGREEMENT

Age 55	56	57	58	59	60	61	62
Years of Service							or older
10	106.65	110.70	114.75	118.80	122.85	126.90	130.95
11	117.71	122.18	126.65	131.12	135.59	140.06	144.53
12	128.77	133.66	138.55	143.44	148.33	153.22	158.11
13	139.83	145.14	150.45	155.76	161.07	166.38	171.69
14	150.89	156.62	162.35	168.08	173.81	179.54	185.27
15	161.95	168.10	174.25	180.40	186.55	192.70	198.85
16	173.01	179.58	186.15	192.72	199.29	205.86	212.43
17	184.07	191.06	198.05	205.04	212.03	219.02	226.01
18	195.13	202.54	209.95	217.36	224.77	232.18	239.59
19	206.19	214.02	221.85	229.68	237.51	245.34	253.17
20	217.25	225.50	233.75	242.00	250.25	258.50	266.75
21	228.71	237.39	246.08	254.76	263.45	272.13	280.82
22	240.16	249.28	258.40	267.52	276.64	285.76	294.88
23	251.62	261.17	270.73	280.28	289.84	299.39	308.95
24	263.07	273.06	283.05	293.04	303.03	313.02	323.01
25	274.53	284.95	295.38	305.80	316.23	326.65	337.08
26	285.98	296.84	307.70	318.56	329.42	340.28	351.14
27	297.44	308.73	320.03	331.32	342.62	353.91	365.21
28	308.89	320.62	332.35	344.08	355.81	367.54	379.27
29	320.35	332.51	344.68	356.84	369.01	381.17	393.34
30	331.80	344.40	357.00	369.60	382.20	394.80	407.40
31	343.65	356.70	369.75	382.80	395.85	408.90	421.95
32	355.50	369.00	382.50	396.00	409.50	423.00	436.50
33	367.35	381.30	395.25	409.20	423.15	437.10	451.05
34	379.20	393.60	408.00	422.40	436.80	451.20	465.60
35	391.05	405.90	420.75	435.60	450.45	465.30	480.15
36	402.90	418.20	433.50	448.80	464.10	479.40	494.70
37	414.75	430.50	446.25	462.00	477.75	493.50	509.25
38	426.60	442.80	459.00	475.20	491.40	507.60	523.80
39	438.45	455.10	471.75	488.40	505.05	521.70	538.35
40	450.30	467.40	484.50	501.60	518.70	535.80	552.90

Govan Eagle Mining Company
Max Ann Coal Company
R. M. Charles Coal Company
Pond Creek Mining Company
Powellton Company
Rocky Hollow Coal Company
Royal Coal Company
Smith Brothers Construction
Sprouse Creek Coal Company
Stevan Coal Company
Sycamore Mining Company
United Pocahontas Coal Co.
Wedgewood Coal Company
Southern Virginia Coal Association
Ashland Mining Corporation
Clintwood Mining Corporation
Harman Mining Corporation
Individual Members
Eagle Mining Industries, Inc.
Majestic Mining, Inc.
The New River Company
Union Carbide Corporation
(Ferrometals Division)
Western Pennsylvania Coal Operators'
Association
Aloe Coal Company
Bologna Coal Company
Bran-Mar Minerals

APPENDIX A—PART I **UNDERGROUND AT DEEP MINES**

GRADE	†Standard Daily Wage Rates			Concentration of Classifications
	March 27, 1978	March 27, 1979	March 27, 1980	
5.	\$73.32	\$76.52**	\$79.72**	A. Continuous Mining Machine Operator B. Electrician C. Mechanic D. Fireboss E. Longwall Machine Operator F. Welder, First Class G. Roof Bolter
4.	\$70.08	\$73.28**	\$76.48**	A. Cutting Machine Operator B. Dispatcher C. Loading Machine Operator D. Machine Operator Helper E. General Inside Repairman & Welder F. Rock Driller G. Continuous Miner Helper—Trainee H. Roof Bolter Helper—Trainee I. Maintenance Trainee (Max. 12 mos.) J. Electrician Trainee (Max. 12 mos.)
3.	\$67.14	\$70.34**	\$73.54**	A. Driller—Coal B. Shooter C. Precision Mason—Construction D. Faceman E. Dumper F. Shuttle Car Operator
2.	\$65.36	\$68.56**	\$71.76**	A. Motorman B. Maintenance Trainee (Max. 6 mos.) C. Electrician Trainee (Max. 6 mos.) D. Electrician Helper E. Mechanic Helper
1.	\$64.78	\$67.98**	\$71.18**	A. Beltman B. Bonder C. Brakeman D. Bratticeman E. General Inside Labor F. Mason G. Pumper H. Timberman I. Trackman J. Wireman K. Laborer—Unskilled
Training Rate				
	\$60.19	\$63.39**	\$66.59**	

† The Standard Hourly Wage Rate shall be computed by dividing the Standard Daily Wage Rate by eight (8) hours and rounding off to three decimal places.

** The cost-of-living wage increase is to be paid to each Employee in addition to the Standard Daily Wage Rate provided for herein.

APPENDIX A—PART II

STRIP AND AUGER MINES

GRADE	*Standard Daily Wage Rates			Concentration of Classifications
	March 27, 1978	March 27, 1979	March 27, 1980	
5.	\$71.97	\$74.87**	\$77.77**	A. Coal Loading Shovel Operator B. Overburden Stripping Machine Operator C. Master Electrician
4.	\$67.25	\$70.15**	\$73.05**	A. Electrician B. Machinist C. Mechanic D. Welder, First Class E. Shovel & Dragline Oiler F. Groundman
3.	\$64.61	\$67.51**	\$70.41**	A. Mobile Equipment Operator B. Repairman C. Stationary Equipment Operator D. Welder E. Driller & Shooter F. Maintenance Trainee (Max. 12 mos.) G. Electrician Trainee (Max. 12 mos.)
2.	\$62.54	\$65.44**	\$68.34**	A. Tipple Attendant B. Electrician Helper C. Mechanic Helper D. Machinist Helper E. Repairman Helper F. Deck Hand, Boat G. Dock Hand H. Maintenance Trainee (Max. 6 mos.) I. Electrician Trainee (Max. 6 mos.)
1.	\$61.95	\$64.85**	\$67.75**	A. Car Dropper B. Car Dumper C. Car Trimmer D. Sampler E. Truck Driver Service F. Utility Man G. Laborer—Unskilled

* The Standard Hourly Wage Rate shall be computed by dividing the Standard Daily Wage Rate by seven and one-quarter (7¼) hours and round off to three decimal places.

** The cost-of-living wage increase is to be paid to each Employee in addition to the Standard Daily Wage Rate provided for herein.

APPENDIX A—PART III **PREPARATION PLANTS AND OTHER SURFACE FACILITIES** **FOR DEEP OR SURFACE MINES**

GRADE	*Standard Daily Wage Rates			Concentration of Classifications
	March 27, 1978	March 27, 1979	March 27, 1980	
4.	\$66.07	\$68.97**	\$71.87**	A. Electrician B. Machinist C. Mechanic D. Welder, First Class E. Preparation Plant Central Control Operator
3.	\$64.30	\$67.20**	\$70.10**	A. Mobile Equipment Operator B. Repairman C. Stationary Equipment Operator D. Welder E. Railroad Car Loader Operator F. Maintenance Trainee (Max. 12 mos.) G. Electrician Trainee (Max. 12 mos.)
2.	\$62.25	\$65.15**	\$68.05**	A. Tipple Attendant B. Dock Man C. Electrician Helper D. Machinist Helper E. Mechanic Helper F. Repairman Helper G. Maintenance Trainee (Max. 6 mos.) H. Electrician Trainee (Max. 6 mos.)
1.	\$61.67	\$64.57**	\$67.47**	A. Car Dropper B. Car Dumper C. Car Trimmer D. Sampler E. Bit Sharpener F. Truck Driver, Service G. Equipment Operator, Service H. Preparation Plant, Utility Man I. Surface Utility Man J. Laborer—Unskilled

* The Standard Hourly Wage Rate shall be computed by dividing the Standard Daily Wage Rate by seven and one-quarter (7¼) hours and round off to three decimal places.

** The cost-of-living wage increase is to be paid to each Employee in addition to the Standard Daily Wage Rate provided for herein.

APPENDIX B—PART I
UNDERGROUND AT DEEP MINES

CLASSIFICATION	JOB TITLE WITHIN CLASSIFICATION		
5-A CONTINUOUS MINING MACHINE OPERATOR	Continuous Mining Machine Operator	Fully Trained Continuous Mining Machine Operator Helper	
5-B ELECTRICIAN	Electrician Electrician, Experienced Electrician, Gang Leader Electrician Leader	Electric Repairman Head Motor Inspector Motor Inspector Motor Repairman	Radioman Radio Repairman Radio Telephone Mechanic
5-C MECHANIC	Longwall Mechanic Machine Repairman Machinist Maintenance Man Mechanic	Mechanic, Chief Mechanic, Leader Mechanic, 1st Class Repairman Repairman, Chief	Repairman, A. C. Repairman, 1st Class Repairman—Mechanic Section Repairman
5-D FIREBOSS	Belts, Pump Examiner Fireboss	Gas Watchman Gas Watchman—Mine Examiner	Mine Examiner
5-E LONGWALL MACHINE OPERATOR	Longwall Machine Operator Longwall Miner Operator	Longwall Planer Operator Planer Operator	Shear Operator
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5-F WELDER, FIRST CLASS	* Welder, 1st Class	* Note: Performing any welding work required, including vertical, overhead, and flat welding in accordance with approved standards.	
5-G ROOF BOLTER	Roof Bolter Operating Equipment Mounted on and Part of Continuous Mining Machine	Roof Bolter Roof Bolter, Shift Leader Stoper Operator	Fully Trained Roof Bolter Helper
4-A CUTTING MACHINE OPERATOR	Arc Wall Cutting Machine Operator Cutter and Scraper Cutting and Loading	Cutting Machine Operator (Shearing) Cutting Machine Helper (Shearing)	Leader or Cutting Machine Operator & Other Face
4-B DISPATCHER	Dispatcher Dispatcher Bottom Man	Dispatcher—Dumper Dumper Dispatcher	Rotary Dump Operator Dispatcher
4-C LOADING MACHINE OPERATOR	Gobbing with Joy Loader, Mechanical Unit Loader Operator, Rock Loading Machine Helper—Rock Loading Machine Operator Loading Machine Operator on Rock	Loading Machine, Slate Man Mobile Rock Loading Machine Operator Rock Joy Operator Rock Loader Rock Loading Machine Operator Rock Operator	Slate Loader Slate and Refuse Handler Stall Machine Operator
4-D MACHINE OPERATOR HELPER	Continuous Mining Machine Operator Helper Loading Machine Operator Helper Longwall Cornerman	Longwall Headgate Man Longwall Helper Longwall Jack Machine Operator Longwall Machine Tail Operator Longwall Machine Helper	Longwall Prop Man Machine Runner Helper Planer Helper

APPENDIX B—PART I

UNDERGROUND AT DEEP MINES (Continued)

CLASSIFICATION	JOB TITLE WITHIN CLASSIFICATION		
4-E GENERAL INSIDE REPAIRMAN AND WELDER	Airdox Mechanic Battery Maintenance Battery Mechanic Battery Repairman Belt Mechanic Belt Repairman Belt Vulcanizer Bottom Welder Cable Splicer Car Repairman	Conveyor Maintenance Man Dumper—Mechanic Electrician, 2nd Class Electrician General Repairman Electric Panel Man General Repairman Machine Repairman, 2nd Class Mechanic, 2nd Class Mine Car Repairman Pump Repairman	Repairman, 2nd Class Repairman, Radio & Telegraph Tipple & Bottom Mechanic Track Welder Vulcanizer Welder Welder, Inside Welder, 2nd Class Welder & Repairman
4-F ROCK DRILLER	Bolt Crew Leader Bolt Crewman Bolt Recovery	Recovery Wrench Operator Rock Crew Rock Driller	Roof Bolt Reclaimer Roof Driller Stone Driller
4-G CONTINUOUS MINER HELPER—TRAINEE	Continuous Miner Helper Trainee		
4-H ROOF BOLTER HELPER—TRAINEE	Roof Bolter Helper Trainee		
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4-I MAINTENANCE TRAINEE (Max. 12 mos.)	Maintenance Trainee (Max. 12 mos.)		
4-J ELECTRICIAN TRAINEE (Max. 12 mos.)	Electrician Trainee (Max. 12 mos.)		
3-A DRILLER—COAL	Coal Driller Driller	Driller and Shooter	Driller and Shooter, Slate
3-B SHOOTER	Shooter	Shot Firer	
3-C PRECISION MASON—CONSTRUCTION	Construction of overcasts, underground buildings and foundations, haulage walls, and corners.		
3-D FACEMAN	Chock Operator Continuous Miner Faceman Faceman Faceman on Conveyor Facer Foam Spray Machine Operator Grademan Grader Operator Jack Setter	Longwall Faceman Loader Operator Helper, Shuttle Car Loader, Shotfirer and Drillman Longwall Utility Man Longwall Utility Man Helper Mobile Bridge Operator Mobile Lift Machine Operator Molveyor Operator	Nozzleman—Rigiseal Rigi Seal Man Scoop Operator Track Machine Operator Utility Man Utility Man—Continuous Miner UN-A-TRAC Operator

APPENDIX B—PART I

UNDERGROUND AT DEEP MINES (Continued)

CLASSIFICATION	JOB TITLE WITHIN CLASSIFICATION		
3-E DUMPER	Car Dumper Dumper	Rotary Dumper	Rotary Operator
3-F SHUTTLE CAR OPERATOR	Battery Tractor Operator Buggy Operator Car Operator	Rubber Tired Battery Tractor Operator Rubber Tired Jeep Operator	Rubber Tired Shuttle Car Operator Ram Car Operator Shuttle Car Operator
2-A MOTORMAN*	Belt Motorman Brakeman—Motorman Bratticeman—Motorman Equipment Mover General Labor—Motorman Inside Kersey Operator Motorman Motorman Pumper Motorman Rock Duster	Motorman Wireman Operator, 501 Pumper—Motorman Recovery—Motorman Rock Duster Motorman Supply Jeep Operator Supplyman, Jeep	Supplyman—Motorman Supplyman Tractor Operator Timberman, Motorman Track Tamper Trackman, Motorman Tractor Operator Wireman—Motorman
* Main Line Motormen operating motors which take coal to its final destination shall be paid at the Job Class 3 Rate of pay.			
2-B MAINTENANCE TRAINEE (Max. 6 mos.)	Maintenance Trainee (Max. 6 mos.)		
180			
2-C ELECTRICIAN TRAINEE (Max. 6 mos.)	Electrician Trainee (Max. 6 mos.)		
2-D ELECTRICIAN HELPER	Battery Charger, Storage Battery Man Electrician Apprentice	Electrician Helper Electrician, Limited Experience	Storage Battery Charger Telephone Man
2-E MECHANIC HELPER	Car Cleaning Mechanic Car Repairman Helper Greaser Lubricator	Machine Repairman Helper Machinist Helper Mechanic Apprentice Mechanic Helper	Motor Inspector Helper Oiler Repairman-Helper
1-A BELTMAN	Belt Dumper Belt Greaser Belt Haulage Man Belt Hopper Operator Belt Installer Belt Machine Operator Belt Maintenance Beltnan Beltnan, A & B Beltnan, Inside Belt Moving Belt Operator Belt Patrolman Belt Reliefman Belt Service Man	Belt & Shuttle Car Reliefman Belt/Slate Belt Spillman Belt Vulcanizer Helper Boom Man Boom Operator Conveyor Attendant Conveyor Belt Cleaner Conveyor Belt Man Conveyor—Boom Man Conveyor—Installation Man Conveyor—Move to New Set Up Conveyor Leader Conveyorman	Load/Head (Loads Pit Cars) Loader Headman Loader/Head Operator Loading Point Operator Longwall Loading Boom Man Slope Belt Patrolman Slopeman Unloader Operator Unloading Operator on Belt Unloading Operator on Conveyor

APPENDIX B—PART I

UNDERGROUND AT DEEP MINES (Continued)

CLASSIFICATION	JOB TITLE WITHIN CLASSIFICATION		
1-B BONDER	Bonder		
1-C BRAKEMAN	Brakeman Car Coupler Car Coupler—Shaft Bottom Coupler	Nipper Rock Dust Man or Brakeman Rope Rider	Snapper Supply—Brakeman Trip Rider
1-D BRATTICEMAN	Brattice Man	Ventilation & Drainage Man	Ventilation Man
1-E GENERAL INSIDE LABOR	Air Course Laborer Air Sampler Airdox Man Bar Puller Bin Feeder Bin Operator Bottom Belt Hopper Man Bottom Cager Bottom Dropper Bottom Man Cableman Cager	Cager Leader Coal Mucker Construction Man, Inside Crusher Operator Crusher & Vibrator Operator Dumper Helper Elevator Operator Face Cleaner General Labor, Inside Haulage Man Head Rockman Hiker Operator	Hoist Operator Hoistman, Inside Hoistman, Other Slope, Devel. Etc. Materialman Material Recoverer Miscellaneous Face Cleanup Mover Moving Crew Move Crew Move Up, Sectional Moverman
1-E GENERAL INSIDE LABOR (Continued)	Mover & Rockduster Moving Conveyor to New Set Up Moving Equipment to New Set Up Pipe & Fresh Water Man Pipe Line Man Pipe Layer Pipeman Pipeworkers Planeman Pointman Powderman Ramp Builder Reclaiming Materials Recovery Crew	Recovery Crew Leaders Recovery Man Rock Driller Helper Rock Dust Crew Rock Duster Rockman Rodman Rollerman Roof Bolt Assembly Set-up Crew Set-up Man Shakeout, Shakeout Operator or Shaker Shoveler	Slate Disposal Man Slateman Slateman Leader Supply Recovery Supplyman Supplyman—Bottom Supplyman Crew Surveyor Helper Tampman Utilityman Apprentice Utilityman Helper Wet Rock Duster
1-F MASON	Blockman Block Layer	Block & Stoppings Brattice Mason	Mason
1-G PUMPER	Pump & Pipeman	Pumper	Pumper Leader
1-H TIMBERMAN	Bridgeman Headerman	Prop Setter Timberman	Timberman—Trackman
1-I TRACKMAN	Head Track Man Roadman Roadman—Switch & Heavy Trans.	Track Crew Leader Track Layer Track Leader Track/Trolley Man	Track & Wire Man Trackman Trackman Leader Trackman Pusher

APPENDIX B—PART I

UNDERGROUND AT DEEP MINES (Continued)

CLASSIFICATION	JOB TITLE WITHIN CLASSIFICATION		
1-J WIREMAN*	Wire Hanger Wireman	* Wiremen directed by management to perform work for which they must be certified by state or federal law shall be paid at the Job Class 5 Rate of pay.	
1-K LABORER— UNSKILLED	Belt Cleaner Beltman Helper Beltman "C" Belt Operator Helper Bottom Laborer Bratticeman Helper Cagers' Assistant & Helper Cleaner Cleanup Man Coal Loader Conveyor Cleaner	Ditchman Drainage Man Feeder Ginman Labor/Motor Laborer Mason Helper Other Inside Labor Pipeman Helper Pumper, Apprentice Road Cleaner	Rock Duster Helper Rockman Helper Switch Cleaner Timberman Helper Track Cleaner Trackman Helper Ventilation Helper Warehouse Man Washer Cleanup Wireman Helper Yardman

APPENDIX B—PART II

STRIP AND AUGER MINES

CLASSIFICATION	JOB TITLE WITHIN CLASSIFICATION		
5-A COAL LOADING SHOVEL OPERATOR	Coal Loading Shovel Operator Engineer, Loading	Front End Loader—Coal Loader Engineer	Loader Operator, 10 Yds. Shovel Engineer, Coal Loading
5-B OVERBURDEN STRIPPING MACHINE OPERATOR	Coal Stripping Shovel Operator Construction Mobile Crane Operator—Erection and Dismantlement Dragline Operator Dragline Operator, 4500 Dragline Operator, 30 Yds.	Front End Loader—Stripping Power Shovel Operator Relief Shovel Operator Shovel Engineer Shovel Engineer, Overburden Shovel or Dragline Operator 4-8 Yds.	Shovel or Dragline Operator over 8 Yds. Shovel Operator Shovel Operator, 10 Yds. Stripping Shovel Operator Wheel Operator
5-C MASTER ELECTRICIAN	*Electrician Leader *Master Electrician	* Note: The electrician assigned to install electrical components and trouble-shoot electrical failures on electric shovels and draglines.	
4-A ELECTRICIAN	Electrician Electrician, 1st Class	Electrician, Lineman Shovel Inspector	Tipple Electrician

APPENDIX B—PART II
STRIP AND AUGER MINES (Continued)

CLASSIFICATION	JOB TITLE WITHIN CLASSIFICATION		
4-B MACHINIST	Machinist	Machinist, 1st Class	
4-C MECHANIC	Mechanic Mechanic, Garage Mechanic, 1st Class	Prep. Plant Mechanic Shop Mechanic	Truck Mechanic Truck & Tractor Mechanic
4-D WELDER, 1ST CLASS	*Welder, 1st Class *Welder Leader	* Note: Performing any welding work required, including vertical, overhead, and flat welding in accordance with approved standards.	
4-E SHOVEL & DRAGLINE OILER	Coal Loading Shovel Oiler Coal Stripping Shovel Oiler Dragline Oiler	Shovel Oiler Shovel Oiler, Coal Loading Shovel Oiler, Overburden	Tipple Oiler Wheel Oiler
4-F GROUNDMAN	Coal Loading Groundman Groundmen Around Shovel & Dragline	Groundmen, Loading Shovel Groundmen on Wheel Loader Groundmen	
3-A MOBILE EQUIPMENT OPERATOR	Auto Patrol Boat Operator Boat Pilot *Bulldozer Operator *Carryall Operator *Dozer Operator *End Loader *Front End Loader Grademan Grader Operator Haulage Trailer Operator Heavy Equipment Operator High Lift Operator Hydraulic Equipment Operator *Le Tourneau Operator (Pan) Locomotive Engineer Locomotive Fireman	Locomotive Operator Low Boy Operator Maintainer Operator Mobile Crane Operator Motor Grader Operator *Payload Operator Pilot Reclamation Tractor Operator Road Maintenance Road Patrol Operator Rubber Tired Tractor Operator	Semi-Tractor Driver *Tractor Driver, under D-6 *Tractor Operator *Tractor Operator, D-8 Traxcavator Operator Truck Driver, Coal Truck Driver, Gob or Refuse Truck Driver, Haulage Truck Operator, When Hauling Coal Tugboat Pilot
3-B REPAIRMAN	Blacksmith Car Repairman Carpenter Electric Repairman, 2nd Class	Electrician, 2nd Class Machine Repairman Mechanic, 2nd Class Plumber	Prep. Plant Maintenance Man Repairman Shovel Repairman Tipple Repairman
3-C STATIONARY EQUIPMENT OPERATOR	Auger Crew Auger Operator Barge Loader Operator & Barge Loader Boom Operator Derrick Operator Dock Dumpers	Dock Operator Dryer Operator Plant Operator Portable Crusher Operator Retarder Man Retarder Operator River Dock Operator	Rock Crusher Operator Switchboard Man Tipple Fireman Tipple Operator Tipple Washer Operator Tower Operator at River

APPENDIX B—PART II
STRIP AND AUGER MINES (Continued)

CLASSIFICATION	JOB TITLE WITHIN CLASSIFICATION		
3-D WELDER	Tipple Welder	Welder	Welder Outside
3-E DRILLER & SHOOTER	Bank Driller Coal Driller Coal Shooter Drill Operator	Driller Driller & Shooter Driller & Shot Firer Driller on Overburden	Shooter on Overburden Shot Firer on Coal Tampman
3-F MAINTENANCE TRAINEE (Max. 12 mos.)	Maintenance Trainee (Max. 12 mos.)		
3-G ELECTRICIAN TRAINEE (Max. 12 mos.)	Electrician Trainee (Max. 12 mos.)		
2-A TIPPLE ATTENDANT	Tippleman	Switchman	
2-B ELECTRICIAN HELPER	Electrician Apprentice	Electrician Helper	
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2-C MECHANIC HELPER	Mechanic Apprentice Mechanic Helper	Mechanic Helper, Mach. Shop	Truck Mechanic Helper
2-D MACHINIST HELPER	Machinist Helper	Machinist Apprentice	Machinist, 2nd Class
2-E REPAIRMAN HELPER	Greaser Serviceman	Truck Oiler	Welder Helper
2-F DECK HAND, BOAT	Deck Hand, Boat		
2-G DOCK HAND	Dock Hand		
2-H MAINTENANCE TRAINEE (Max. 6 mos.)	Maintenance Trainee (Max. 6 mos.)		
2-I ELECTRICIAN TRAINEE (Max. 6 mos.)	Electrician Trainee (Max. 6 mos.)		
1-A CAR DROPPER	Car Dropper Car Handler	Car Rider Car Runner or Spotter	Railroad Car Dropper Trip Rider

APPENDIX B—PART II
STRIP AND AUGER MINES (Continued)

CLASSIFICATION	JOB TITLE WITHIN CLASSIFICATION			
1-B CAR DUMPER*	Dumper	* Note: A Car Dumper Operator shall be paid at the Job Class 3 Rate of pay when equipment is being operated to dump the car.		
1-C CAR TRIMMER	Car Trimmer			
1-D SAMPLER	Coal Sampler			
1-E TRUCK DRIVER, SERVICE	Supply Truck Driver Teamster Truck Driver	Truck Driver, Outside Pit Truck Driver, Supply Truck Driver, Utility	Truck Driver without Trailer Water Hauler Water Truck Driver	
1-F UTILITY MAN	Driller's Helper Driller's Helper on Overburden Loader Pumper Maintenance, Misc. Painter Preparation Man	Preparation Plant Pumper Pumper Supplyman Track Repairman Trackman Utility Man	Water Boy Water Carrier Waterman Water Treater	
1-G LABORER—UNSKILLED	Auger Helper Bin Oiler Car Cleaner Flagger Greaser Helper Janitor Laborer Laborer & Helper Loader Labor Man Working Around Tipple	Night Hostler Nitrate Bagger Outside Tipple Labor Pin Puller Pit Hand Shoveler Pit Man Screen Man Shooter Helper Shooter's Helper on Overburden Shop Laborer	Shop Man Shot Firer Helper Slate Picker Tipple, All Other Tipple Cleaner Tipple Laborer Track Labor Washer Yardman	

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APPENDIX B—PART III
PREPARATION PLANTS AND OTHER SURFACE FACILITIES FOR DEEP OR SURFACE MINES

CLASSIFICATION	JOB TITLE WITHIN CLASSIFICATION		
4-A ELECTRICIAN	Armature Winder Coil Winder Electrician Electrician, A. C. Electrician Chief or Head Electrician Crew Leader Electrician, Experienced Electrician, Gang Leader Electrician, 1st Class Electrician Leader	Electrician & Mechanic Combined Electrician Lineman Electric Motor Repairer Electrician Panel Man Electric Repairman Electric Repairman, 1st Class Electric Repair Crew Leader Electrician, Shop Head Motor Inspector	Lineman Lineman, 1st Class Lineman Leader Master Electrician Motor Inspector Plant Electric Repairman, 1st Class Repairman, A. C. Repairman, Radio & Telephone Shop Electrician Washer Electrician
4-B MACHINIST	Latheman Lathe Operator Machinist	Machinist, 1st Class Machinist Group Leader Machinist Leader	Machinist Millwright Machine Repairman Maintenance Leader
4-C MECHANIC	Aerial Tram Mechanic Auto Mechanic Blacksmith, 1st Class Blacksmith, Head Diesel Mechanic Euclid Mechanic Garage Mechanic Head Truck Mechanic	Heavy Equipment Repairman Maintenance Leader Mechanic Mechanic, 1st Class Mechanic Leader Plant Mechanic Repairman, Chief Repairman, 1st Class	Repairman Mechanic Repairman Special Shop Mechanic Tippie Mechanic Top Mechanic Truck Mechanic Truck Repairman, 1st Class Washer Mechanic

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4-D WELDER, FIRST CLASS	*Top Welder *Welder, 1st Class *Welder, Master	* Note: Performing any welding work required, including vertical, overhead, and flat welding in accordance with approved standards.	
4-E PREPARATION PLANT CENTRAL CONTROL OPERATOR	*Cleaning Plant Central Operator *Preparation Plant Operator *Wash Operator, Chief	* Note: The operator of a coal preparation plant where the controls for the plant are centrally located and the responsibility for these controls is assigned to this operator.	
3-A MOBILE EQUIPMENT OPERATOR	Athey Wagon Boat Pilot Boat Operator Bulldozer Operator Bulldozer & Truck Operator Cat Operator Carryall Operator Crane Operator Diesel Engineer Diesel Operator Diesel Truck Operator Diesel Locomotive Operator Dinkey Engineer Dozer Operator, Stockpile Lab. End Loader Operator Euclid Driver Euclid Operator, Refuse Disposal Front End Loader	Grader Operator Heavy Equipment Operator High Lift Operator Hydrocrane Operator Hydraulic Equipment Operator Locomotive Operator Low Boy Operator Michigan Load Operator Mobile Crane Operator Mobile Equipment Operator Motor Grader Operator Motor Grader Operator, 1st Class Motorman, Outside Motorman, Supplyman Payload Operator Payload Operator, Tractor & Shovel Operator Pilot	Refuse on Gob Hauler Scoopmobile Operator Scraper Shuttle Car Operator Ldg. Coal RR. Skid Load Operator Tractor Operator Tractor Trailer Operator Tractor Truck Operator Tram Operator Truck, Crane & Front End Loader Operator Truck Driver, Coal Truck Driver, Gob or Refuse Truck Driver, Haulage Truck Driver, Heavy Duty Truck Driver, Heavy Duty, Gob

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APPENDIX B—PART III

PREPARATION PLANTS AND OTHER SURFACE FACILITIES FOR DEEP OR SURFACE MINES (Continued)

CLASSIFICATION	JOB TITLE WITHIN CLASSIFICATION		
3-B REPAIRMAN	Airdox Mechanic Automotive Repairman Battery Repairman Belt Mechanic Belt Vulcanizer Blacksmith Blacksmith, Central Shop Carpenter Carpenter, 1st Class Carpenter, Gang Leader Carpenter, Head Car Repairman Car Repairman, Head	General Repairman Hydraulics Man Hydraulics Repairman Lamphouse Repairman Lear Car Repairman Locomotive Repairman Maintenance Man Mason Millwright Mine Car Repairman Motor Repairman Motor & Machine Repair Outside Repairman	Plumber Repairman Riverman Mechanic Shop Man Steel Worker, Head Steel Worker Rigger Table Repairman Tipple Repairman Top Maintenance Washer Repairman Yard Mechanic
3-C STATIONARY EQUIPMENT OPERATOR	Aerial Tramway Operator Barge Loader Operator— Bargeloader Barge Mover Blending Bin Operator Blending Plant Operator Breaker Operator Coarse Coal Operator Cleaning Plant Operator	Filter Operator Froth Cell Operator Furnace Operator Gravity Hoist Operator Head House Operator Heat Dryer Operator Heavy Media Operator Hoistman Hoist Engineer	River Tipple Operator Screen House Operator Screening Plant Operator Secondary Heavy Media Operator Shakeout Operator Skip Hoist Engineer Slate Hoist Operator Slope & Hoist Engineer
3-C STATIONARY EQUIPMENT OPERATOR (Continued)	Coal Hoisting Engineer Combination Lampman & Hoist Engineer Cone Operator Control Man Control Operator Crusher House Operator Crusher Operator Cyclone Operator Daniels Washer Operator Deister Table Operator De Waterer Dock Operator Dorr Thickener Operator Drum Runner Dry Cleaner Operator Dry Plan Operator Dryer Operator Dryer Floor Operator Dryer Unit Operator Flash Dryer Operator Floatation Plant Operator Fine Coal Operator	Hoist Operator Hoist Engineer, Supplies Jig Operator Loading Point Operator Main Panel Board Operator Manway Hoist Engineer, Elec. Material Hoistman Media Operator Middling Circuit Operator Pellet Plant Operator Plant Controlman Plant Operator Preparation Plant Panel Operator Processing Plant Operator Pumper & Deister Table Operator Raw Coal Operator Refuse Belt Operator Refuse Crusher Operator River Loading Equipment Operator	Stacker Operator Sub-Station Oper. & Fan Tender Sump Operator Supply Hoist Supplyman-Hoist Engineer Table Operator Table Plant Operator Thickener Operator Tipple Dryerman & Washer Tipple Operator Tipple Operator with Central Control Tipple Starter Tower Operator Vessel Operator Washer Operator Washer Operator, Inside Wet Plant Attendant Wet Plant Operator Whirley Operator
3-D WELDER	Shop Welder	Welder	Welder & Repairman
3-E RAILROAD CAR LOADER OPERATOR	Car Loader Operator	Railroad Car Loader Operator	

APPENDIX B—PART III

PREPARATION PLANTS AND OTHER SURFACE FACILITIES FOR DEEP OR SURFACE MINES (Continued)

CLASSIFICATION	JOB TITLE WITHIN CLASSIFICATION		
3-F MAINTENANCE TRAINEE (Max. 12 mos.)	Maintenance Trainee (Max. 12 mos.)		
3-G ELECTRICIAN TRAINEE (Max. 12 mos.)	Electrician Trainee (Max. 12 mos.)		
2-A TIPPLE ATTENDANT	Binman, Outside Blending Bin Oper. Helper Boom Man Cleaning Plant Attendant Cleaning Plant Oper, Helper Dryer Attendant Filter Operator Helper Fine Coal Operator Helper Heavy Media Operator Helper	Mixer Helper Plant Operator Helper Processing Plant Operator Asst. Pump Attendant Pumper Pumper, Floatation Plant Secondary Heavy Media Oper. Helper	Sludge Tank Tender Table Operator Helper Tipples Operator Assistant Wash Box Attendant Washer Helper Washer, Inside Wet Plant Operator Helper
2-B DOCK MAN	Barge Man Deck Hand, Boat	Dock Hand Head Riverman	Riverman Riverman Helper
2-C ELECTRICIAN HELPER	Cable Splicer Cable Vulcanizer Electrician Helper Electrician Helper, Outside Electrician, 2nd Class	Electrician, Limited Experience Lineman Helper Lineman, 2nd Class Motor Inspector Helper	Power Man Shop Electrician, 2nd Class Shop Electrician Helper
2-D MACHINIST HELPER	Machinist Helper	Machinist, 2nd Class	
2-E MECHANIC HELPER	Building Maintenance Machine Repairman Helper	Mechanic Helper Mechanic, 2nd Class	Motor Inspector Helper Tipples Mechanic Helper
2-F REPAIRMAN HELPER	Blacksmith, 2nd Class Blacksmith Helper Car Repairman Helper Greaser Oiler Plant Oiler Repairman, 2nd Class	Repairman, Basic Repairman, Helper Steel Worker Helper Sump Repairman Tipples Greaser Tipples Oiler Tipples Repairman Helper	Tire Repairman Truck Repairman, 2nd Class Washer Repairman Helper Welder Helper Welder, 2nd Class
2-G MAINTENANCE TRAINEE (Max. 6 mos.)	Maintenance Trainee (Max. 6 mos.)		
2-H ELECTRICIAN TRAINEE (Max. 6 mos.)	Electrician Trainee (Max. 6 mos.)		

APPENDIX B—PART III

PREPARATION PLANTS AND OTHER SURFACE FACILITIES FOR DEEP OR SURFACE MINES (Continued)

CLASSIFICATION	JOB TITLE WITHIN CLASSIFICATION		
1-A CAR DROPPER	Brakeman Car Dropper Car Handler Car Pincher Diesel Brakeman	Head Car Dropper Load Dropper Load-Out Attendant Load Out Rider Nipper	Rail Loadouts Railroad Car Dropper Railroad Car Handler
1-B CAR DUMPER*	Car Coupler Car Dumper Car Dumper-Screen Oper. Car Unloader Dumper Dumper Operator	Mine Car Dumper & Coupler Railroad Car Unloader	Tipple Topman & Dumper Top Dumper
* Note: A Car Dumper Operator shall be paid at the Job Class 3 Rate of pay when equipment is being operated to dump the car.			
1-C CAR TRIMMER	Barge Trimmer	Car Trimmer	Trimmer
1-D SAMPLER	Coal Sampler Sample Grinder	Sampler Sampler, Head	
1-E BIT SHARPENER	Bit Grinder	Bit Sharpener	Bit Sharpener Machine Oper.
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1-F TRUCK DRIVER, SERVICE	Dump Truck Operator Larryman Larry Operator	Rheo Operator, Truck Supply Truck Driver Truck Driver	Truck Driver, Supply Truck Driver, Over 7 Tons Truck Driver, Over 8 Tons
1-G EQUIPMENT OPERATOR, SERVICE	Car Pusher, Mine Cars at Tipple	Motor Grader Operator, 2nd Class	
1-H PREPARATION PLANT, UTILITY MAN	Beltman Belt Operator, Refuse Belt Patrolman Binman, Retail Blocker Boom Operator Car Tagger Carpenter Helper Chemist Helper Coal Cleaner Coal Distributor Coal Distributor & Crusher Coal Treatment Man Cone Operator Helper Cone Operator, 1st Helper Cone Operator, 2nd Helper Conveyor & Boom Operator Conveyorman	Conveyor Unloader Drag Conveyorman Dry Plant Operator Helper Floorman Floorman, Central Cleaning Plant General Relief, Tipple Heavy Media Attendant Heavy Media Circuit Jig Operator Helper Loading Platform Operator Picking Table Operator Plant Cleaner Preparation Man Railroad Maintenance Trackman Raw Coal Operator Helper Reliefman Scaleman, Retail	Scalp Screenman Screenman Shifter Shipper Shipper Boom Operator Sample Preparer Helper Slate Hoistman Slate Loader Surge Bin Operator Tipple, All Other Tipple, Boom Operator Tippleman Tippleman, Crusherman & Shakerman Tipple Utilityman Truck Bins Utility Man Washer

APPENDIX B—PART III

PREPARATION PLANTS AND OTHER SURFACE FACILITIES FOR DEEP OR SURFACE MINES (Continued)

CLASSIFICATION	JOB TITLE WITHIN CLASSIFICATION		
1-I SURFACE UTILITY MAN	Airdox Man Bathhouse Attendant Block Layer Filter Plant Man and Sampler Fireman Groundman, 1st Class Groundman, Tipple Lamp & Filterman Lamphouse Man Lamphouse & Bathhouse Attendant	Lamphouse Day Man Lamphouse Night Man Lampman Lampman Dispatcher Lampman-Plumber Lampman Watchman Locomotive Switchman Outside Labor Leader Portal Attendant Pumpman Storage Battery Charger	Supply Loader Supplyman Supplyman Top Surface Supplyman Surface Utility Man Surface Yard & Supplyman Track Layer Trackman Water Treater
1-J LABORER—UNSKILLED	Cager Car Cleaner Cleanup Man Floorman, Central Supply General Labor General Outside Labor Janitor Laborer Mine Car Greaser	Other Able Bodied Labor Railroad Maintenance, Trackman Helper Sand Dryer Shop Helper Slate Picker Statewide Basic Stockpile Labor Supply Yard Labor	Supply Yard Leader Tipple Cleaner Tipple Laborer Top Hand Top Laborer Topman Vibrator Cleaner Wood Picker Yardman

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