National Bituminous Coal Wage Agreement of 1947

EFFECTIVE JULY 1, 1947, TO JUNE 30, 1948

EXECUTED AT WASHINGTON, D. C., JULY 8, 1947

THIS AGREEMENT, made this 7th day of July, 1947, by and between the coal operators and associations signatory hereto hereinafter referred to as Operators, parties of the first part, and the International Union, United Mine Workers of America, hereinafter referred to as Mine Workers, on behalf of each member thereof, party of the second part, covering all of the bituminous coal mines owned or operated by said first parties, amends, modifies and supplements previous agreements as herein provided. This Agreement (subject to the amendments, modifications and supplements as hereinafter provided) carries forward and preserves the terms and conditions of the Appalachian Joint Wage Agreement (dated June 19, 1941), effective April 1, 1941, to March 31, 1943, the Supplemental Six-Day Work Week Agreement, the National Bituminous Coal Wage Agreement (dated April 11, 1945), effective April 1, 1945, and all the various District Agreements executed between the United Mine Workers of America and the various Operators and Coal Associations (based upon the aforesaid basic agreements) as they existed on March 31, 1946, subject to the terms and conditions of this Agreement and as amended, modified and supplemented by this Agreement as herein set out.

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, 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 relationship in the bituminous coal industry and to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment to be observed between the parties, and shall cover the employment of persons employed in the bituminous coal mines covered by this Agreement during such time as such persons are able and willing to work.

EXEMPTIONS UNDER THIS AGREEMENT

It is the intention of this Agreement to reserve to management 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 Operator, working at or from a District or local mine office, are exempted from this Agreement.

All other employees working in or about the mines 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 Operators 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.

Disputes arising under this section shall be referred to a Joint Board of Review consisting of two representatives of the Union and two representatives of the Operators whose decision shall be final and binding on the parties.

Exhibit T

MIS-PAGINATION THROUGHOUT VOLUME

MINE SAFETY PROGRAM

(a) Mine Safety Code

The Federal Mine Safety Code for bituminous coal and lignite mines of the United States, adopted pursuant to an agreement dated May 29, 1946, between the Secretary of the Interior and the President of the United Mine Workers of America and promulgated July 24, 1946, is hereby adopted and incorporated by reference in this contract as a code for health and safety in bituminous and lignite mines of the parties of the first part, with the following exceptions and alterations:

(1) The opening paragraph beginning with the words "pursuant to" and ending with the words "Executive Order" is stricken out.
(2) The words "Coal Mines Administrator" are stricken out wherever they appear.
(3) Sections 5(a) and 5(b) of Article XII and all of Article XIV are stricken out.
(4) References in the Code to its effective date shall be deemed to refer to the effective date of this contract.

(b) Enforcement

(1) Reports of Federal Coal Mines Inspectors:—Wherever Inspectors of the Federal Bureau of Mines, in making their inspections in accordance with authority as provided in Public Law 49, 77th Congress, find that there are violations of this Code and make recommendations for the elimination of such noncompliance, the Operators shall promptly comply with such recommendations, except as modified in paragraph two of this subdivision (b).

(2) Whenever either party to the contract feels that compliance with the recommendations of the Federal Mine Inspectors as provided above would cause irreparable damage or great injustice, they may appeal such recommendation to the Joint Board of Review as hereinafter provided.

(c) Review and Revision

In order to carry out the intent and purposes of the agreement affecting the Mine Safety Code, it is agreed that from time to time joint consultations shall be had with the U. S. Bureau of Mines looking toward review and appropriate revision of the Mine Safety Code.

(d) Joint Industry Safety Committee

There is hereby established under this Agreement a Joint Industry Safety Committee composed of four members, two of whom will be appointed by the Mine Workers and two of whom will be appointed by the Operators, whose duty it shall be to (1) arbitrate any appeal which is filed with it by any Operator or any Mine Worker who feels that any reported violation of the Code and recommendation of compliance by a Federal Coal Mine Inspector has not been justly reported or that the action required of him to correct the violation would subject him to irreparable damage or great injustice; and (2) to consult with the U. S. Bureau of Mines in accordance with the provisions of Section (c) above.

(e) Mine Safety Committee

At each mine there shall be a Mine Safety Committee selected by the Local Union. The Committee Members while engaged in the performance of their duties shall be paid by the Union, but shall be deemed to be acting within the scope of their employment in the mine within the meaning of the Workmen's Compensation Law of the state where such duties are performed.

The Mine Safety Committee may inspect any mine development or equipment used in producing coal. If the Committee believes conditions found endanger the life and bodies of the mine workers, it shall report its finding and recommendations to the management. In those special instances where the Committee believe an immediate danger exists and the Committee recommends that the management remove all mine workers from the unsafe area, the Operator is required to follow the recommendation of the Committee.

If the Safety Committee in closing down an unsafe area acts arbitrarily and capriciously, members of such Committee may be removed from the Committee. Grievances that may arise as a result of a request for removal of a member of the Safety Committee under this section shall be handled in accordance with the provisions providing for settlement of disputes.

The Safety Committee and Operators shall maintain such records concerning inspections, findings, recommendations, and actions relating to this provision of the Agreement as may be required, and copies of all reports made by the Safety Committee shall be filed with the Operators.

(f) The International Union, United Mine Workers of America, may designate memorial periods provided it shall give proper notice to each district.

WORKMEN'S COMPENSATION AND OCCUPATIONAL DISEASES

Each Operator who is a party to this Agreement will provide the protection and coverage of the benefits under Workmen's Compensation and Occupational Disease Laws, whether compulsory or elective, existing in the states in which the respective employees are employed. Refusal of any Operator to carry out this direction shall be deemed a violation of this Agreement. Notice of compliance with this section shall be posted at the mine.

United Mine Workers of America

WELFARE AND RETIREMENT FUND

A. It is hereby stipulated and agreed by the contracting parties hereto that there is hereby created a Fund to be designated and known as the "United Mine Workers of America Welfare and Retirement Fund." During the life of this Agreement, there shall be paid into such Fund by each Operator signatory hereto the sum of ten cents (10c) per ton of two thousand (2,000) pounds on each ton of coal produced for use or for sale. Such Fund shall have its place of business in Washington, District of Columbia, and it shall be operated by a Board of Trustees, one of whom shall be appointed as a representative of the Employers, one of whom shall be appointed as a representative of the United Mine Workers of America, and one of whom shall be a neutral party selected by the other two. In the event of resignation, death, inability or unwillingness to serve of the Trustee appointed by the Operators or the Trustee appointed by the United Mine Workers of America, the Operators shall appoint the successor of the Trustee originally appointed by them and the United Mine Workers of America shall appoint the successor of the Trustee originally appointed by it.

The Operators signatory hereto do hereby appoint Ezra Van Horn of Cleveland, Ohio, as their representative on said Board of Trustees. The United Mine Workers of America do hereby appoint John L. Lewis of Washington, D. C., as its representative on said Board of Trustees. It is further stipulated and agreed by the joint contracting parties that the aforesaid two Trustees shall with all dispatch designate and name a third and neutral Trustee. Said three Trustees so named and designated shall constitute the Board of Trustees to administer the Fund herein created.

In the event of a deadlock on the designation or agreement as to the neutral Trustee, or any future neutral Trustee, an impartial umpire shall be selected either by agreement of the two Trustees, representatives of the contracting parties hereto, or by petition by either of the contracting parties hereto to the United States District Court for the District of Columbia for the appointment of such an impartial umpire, all as made and provided in section 302 (c) of the "Labor-Management Relations Act, 1947."

It is agreed by the contracting parties hereto that the Trustees herein provided for shall serve for the duration of this contract and as long thereafter as the proper continuation and administration of said trust shall require.

It is agreed that this Fund is an irrevocable trust created pursuant to Section 302 (c) of the "Labor-Management Relations Act, 1947," and shall endure as long as the purposes for its creation shall exist. Said purposes shall be to make payments from principal or income or both, of (1) benefits to employees of said Operators, their families and dependents for medical or hospital care, pensions on retirement or death of employees, compensation for injuries or illness resulting from occupational activity or insurance to provide any of the foregoing, or life insurance, disability and sickness insurance or accident insurance; (2) benefits with respect to wage loss not otherwise compensated for at all or adequately by tax supported agencies created by federal or state law; (3) benefits on account of sickness, temporary disability, permanent disability, death or retirement; (4) benefits for any and all other purposes which may be specified, provided for or permitted in Section 302 (c) of the "Labor-Management Relations Act, 1947," as agreed upon from time to time by the Trustees, including the making of any or all of the foregoing benefits applicable to the individual members of the United Mine Workers of America and their dependents; and (5) benefits for all other related welfare purposes as may be determined by the Trustees within the scope of the provisions of the aforesaid "Labor-Management Relations Act, 1947." Subject to the stated purposes of this Fund, the Trustees shall have full authority, within the terms and provisions of the "Labor-Management Relations Act, 1947," and other applicable law, with respect to questions of coverage and eligibility, priorities among classes of benefits, amounts of benefits, methods of providing or arranging for provisions for benefits, investment of trust funds, and all other related matters.

The aforesaid Trustees shall designate a portion (which may be changed from time to time) of the payments herein provided, based upon proper actuarial computations, as a separate fund to be administered by the said Trustees herein described and to be used for providing for pensions or annuities for the members of the United Mine Workers of America or their families or dependents and such other persons as may be properly included as beneficiaries thereunder.

It is further agreed that the detailed basis upon which payments from the Fund will be made shall be resolved in writing by the aforesaid Trustees at their initial meeting, or at the earliest practicable date that may by them thereafter be agreed upon.

Title to all the moneys paid into said Fund shall be vested in and remain exclusively in the Trustees of the Fund, and it is the intention of the parties hereto that said Fund shall constitute an irrevocable trust and that no benefits or moneys payable from this Fund shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt so to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge the same shall be void. The moneys to be paid into said Fund shall not constitute or be deemed wages due to the individual mine worker, nor shall said moneys in any manner be liable for or subject to the debts, contracts, liabilities or torts of the parties entitled to such money, i.e., the beneficiaries of said Trust under the terms of this Agreement.

The obligation to make payments to the "United Mine Workers of America Welfare and Retirement Fund" under this contract shall become effective on July 1, 1947, and the first actual payments are to be made on August 20, 1947, and thereafter continuously on the 20th day of each succeeding calendar month covering the production of all coal for use or sale during the preceding month.

It is stipulated and agreed by the contracting parties hereto that the Trustee designated by the United Mine Workers of America shall be the Chairman of the Trustees of the Fund provided for in this Agreement.

It shall be the duty of the Operators signatory hereto, and each of them, to keep said payments due said Fund, as hereinabove described and provided for, current and to furnish to the United Mine Workers of America and to the Trustees hereinabove designated a monthly statement showing the full amount due hereunder for all coal produced for use or for sale from each of the several individual mines owned or operated by the said Operators signatory hereto. Payments to said Fund shall be made by check payable to "United Mine Workers of America Welfare and Retirement Fund" and shall be delivered or mailed to the office of said Fund located at 907 Fifteenth Street, N. W., Washington, D. C., or as otherwise designated by the Trustees.

It is stipulated and agreed by the contracting parties hereto that an annual audit of the Fund hereinabove described shall be made by competent authorities to be designated by the Trustees of said Fund. A statement of the results of such audit shall be made available for inspection of interested persons at the principal office of the Trust Fund and at such other places as may be designated by the Trustees.

Failure of any Operator signatory hereto to make full and prompt payments to the "United Mine Workers of America Welfare and Retirement Fund" in the manner and on the dates herein provided shall, at the option of the United Mine Workers of America, be deemed a violation of this Agreement. This obligation of each Operator signatory hereto, which is several and not joint, to so pay such sums shall be a direct and continuing obligation of said Operator 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, sub-leased, assigned, or otherwise disposed of for the purpose of avoiding the obligation hereunder.

Action which may be required hereunder by the Operators for the appointment of a successor Trustee representing them, or which may be required in connection with any other matter hereunder, may be taken by those Operators who at the time are parties hereto, and authorization, approval, or ratification of Operators representing fifty-one percent (51%) or more of the coal produced for use or sale during the calendar year previous to that in which the action is taken shall be sufficient and shall bind all Operators.

B. It is hereby stipulated and agreed by the contracting parties with respect to the Fund created by Section 4(a) of the National Bituminous Coal Wage Agreement dated May 29, 1946 (commonly known as the Krug-Lewis Agreement), as follows:

(1) The Operators signatory hereto agree to make payments into said Fund on or before July 15, 1947, on account of all coal produced for use or sale up to and including June 30, 1947, with respect to which payment has not heretofore been made, such payments to be on the basis heretofore made by said Operators under the provisions of the Krug-Lewis Agreement.

(2) The Operators signatory hereto hereby renounce and forever release any and all claim to or interest in payments made into said Fund.

(3) The Trustees appointed pursuant to this Agreement are hereby authorized and directed to accept into the new trust fund hereby created and to devote for the purposes hereinabove specified and enumerated, any and all trust funds remaining unexpended or unobligated in said trust fund so created by Section 4(a) of the Krug-Lewis Agreement.

(4) The parties hereto agree that the best interest of the beneficiaries of said trust fund would be served by having all unexpended or unobligated funds therein transferred as above provided, and agree that the Trustees thereof should transfer such funds to the new trust fund created by this Agreement.

C. It is stipulated and agreed by and between the contracting parties that the moneys collected under Section 10 of the Krug-Lewis Agreement for the benefit of the Fund designated as "Medical and Hospital Fund" as provided for in Section 4 (b) of said Krug-Lewis Agreement shall be transferred to the Trustees of the "United Mine Workers of America Welfare and Retirement Fund" as established by this Agreement and said moneys shall be coordinated into the aforesaid Fund and be made subject to the stated purposes hereinabove set out.

It is stipulated, understood and agreed by the contracting parties hereto that present practices with respect to wage deductions and their use for provision of medical, hospital and related services shall continue during the term of this contract or until such earlier date or dates as may be agreed upon by the United Mine Workers of America and any Operator signatory hereto.

D. It is the intent and purpose of the contracting parties hereto that full cooperation shall by each of them be given to each other, the Trustees named under this Section 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 this Fund.

WAGES AND HOURS

1. (a) For all inside employees a work day of eight hours from portal to portal is established, including a staggered thirty minutes for lunch, and without any intermission or suspension of operations throughout the day. For inside day workers these eight hours shall be paid for at straight time rate. Overtime beyond eight hours per day and forty hours per week shall be paid for at time and one-half with no pyramiding of overtime. Straight time rates for inside day workers shall be the total daily normal shift earnings for eight hours divided by eight (8) hours.

(b) For all outside employees except those covered in paragraph (c) hereof (including all strip mine and coke oven employees), a work day of seven hours and fifteen minutes is established, including a staggered thirty minutes for lunch, and without any intermission or suspension of operations throughout the day. These seven hours and fifteen minutes shall be paid for at straight time rate. Overtime beyond seven hours and fifteen minutes per day and thirty-six and one-quarter hours per week 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 hours and fifteen minutes divided by seven and one-quarter (7.25) hours.

(c) For all outside continuous employees who are engaged at power houses, sub-stations and pumps operating continuously for twenty-four (24) hours daily, and hoisting engineers, a work day of eight hours is established, including a staggered thirty minutes for lunch and without any intermission or suspension of operations throughout the day. These eight hours shall be paid for at straight time rate. Overtime beyond eight hours per day and forty hours per week shall be paid for at time and one-half 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 hours divided by eight (8) hours.

(d) All mine workers, whether employed by the month, day, or tonnage, yardage, deadwork or footage rate, shall receive $3.05 per day in addition to that provided for in the contract which expired March 31, 1946.

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

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

(g) Employees paid by the day or by the ton who start to work, that day shall be counted as a day's work in computing the sixth and seventh day in the week provided they do not leave their employment when work is available for them.

(h) Rockdusting shall be done at the expense of the coal operator.

VACATION PAYMENT

An annual vacation period shall be the rule of the industry. From Saturday, June 26, 1948, to Monday, July 5, 1948, inclusive, shall be a vacation period during which coal production shall cease. Day men required to work during this period at coke plants and other necessarily continuous operations or on emergency or repair work shall have vacations of the same duration at other agreed periods.

All employees with a record of one year's standing (June 1, 1947, to May 31, 1948) shall receive as compensation for the above-mentioned vacation period the sum of One Hundred Dollars ($100), with the following exception: Employees who entered the armed services prior to March 31, 1947, and who return to their jobs from the armed services during the qualifying period shall receive the $100 vacation payment.

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

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

The vacation payment of the 1948 period shall be made on the last pay day occurring in the month of June of that year.

Failure of any Operator signatory hereto to make full and prompt payment of the amounts required hereby, in the manner and on the dates herein provided, shall, at the option of the United Mine Workers of America, be deemed a violation of this Agreement. This obligation of each Operator signatory hereto, which is several and not joint, to so pay such sums, shall be a direct and continuing obligation of said Operator 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, sub-leased, assigned, or otherwise disposed of for the purpose of avoiding the obligation hereunder.

CHECKOFF

The membership dues, including initiation fees, and assessments of the United Mine Workers of America and its various subdivisions, as authorized and approved by the International Union, United Mine Workers of America, shall be checked off the wages of the employees by the Operators covered by this contract and shall be remitted by the Operators to the properly designated officers of the Mine Workers for distribution to its various branches. Such remittances shall be accompanied by an itemized statement showing the name of each employee 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, 1947," the Mine Workers hereby agree to furnish, with all reasonable dispatch, to the respective Operators, and the Operators agree to aid, assist and cooperate in obtaining written assignments from each employee so employed. Upon the presentation to the Operators of such assignments in such reasonable form as time and circumstances, looking to the continuous and uninterrupted production of coal, may allow, said Operators shall make deductions so authorized and deliver the same to the designated District officer of the Mine Workers or to such authorized representative as may be designated by the Mine Workers.

DISTRICT AGREEMENTS

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

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. Prior practice and custom not in conflict with this Agreement may be continued, but any provisions in District or Local Agreements providing for the levying, assessing or collecting 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. Wherever a conflict arises between this Agreement and any District or Local Agreement, this Agreement shall prevail. 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.

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.

SETTLEMENT OF LOCAL AND DISTRICT DISPUTES

Should differences arise between the Mine Workers and the Operators 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 be made to settle such differences immediately:

1. Between the aggrieved party and the mine management.

2. Through the management of the mine and the Mine Committee.

3. Through District representatives of the United Mine Workers of America and a commissioner representative (where employed) of the coal company.

4. By a board consisting of four members, two of whom shall be designated by the Mine Workers and two by the Operators.

5. Should the board fail to agree the matter shall, within thirty (30) days after decision by the board, be referred to an umpire to be mutually agreed upon by the Operator or Operators affected and by the duly designated representatives of the United Mine Workers of America, and the umpire so agreed upon shall expeditiously and without delay decide said case. The decision of the umpire shall be final. Expenses and salary incident to the services of an umpire shall be paid equally by the Operator or Operators affected and by the Mine Workers.

A decision reached at any stage of the proceedings above outlined shall be binding on both parties hereto and shall not be subject to reopening by any other party or branch of either association except by mutual agreement.

HOUSE COAL

House coal shall be sold to all employees, for their own household use, at the cost of production, exclusive of sales and administrative costs. Should any differences arise between the Mine Workers and the Operator of any mine as to the price so to be charged for said coal, such differences shall be settled under the terms of the Settlement of Disputes section of this Agreement.

MISCELLANEOUS

1. Any and all provisions in either the Appalachian Joint Wage Agreement of June 19, 1941, or the National Bituminous Coal Wage Agreement of April 11, 1945, containing any "no strike" or "Penalty" clause or clauses or any clause denominated "Illegal Suspension of Work" are hereby rescinded, cancelled, abrogated and made null and void.

2. 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.

3. The contracting parties agree that, as a part of the consideration of this contract, any and all disputes, stoppages, suspensions of work and any and all claims, demands or actions growing therefrom or involved therein shall be by the contracting parties settled and determined exclusively by the machinery provided in the "Settlement of Local and District Disputes" section of this Agreement; or, if national in character, by the full use of free collective bargaining as heretofore known and practiced in the industry.

TERMINATION OF AGREEMENT

This Agreement dated July 7th, 1947, shall be effective as of July 1, 1947, and shall terminate June 30, 1948; PROVIDED, HOWEVER, That either the "Parties of the First Part" or "Party of the Second Part" may terminate this Agreement on any earlier date by giving at least thirty (30) days' written notice to the other party of such desired earlier termination date.

The foregoing termination provision shall not be construed to limit or affect in any way the obligations of the parties relating to the termination of contracts under the "Labor-Management Relations Act, 1947."

NATIONAL CONFERENCES

It is hereby stipulated and agreed by all parties signatory hereto that they, and each of them, will attend any conference or conferences held under the terms of this Agreement and that such conference or conferences shall be convened at Washington, District of Columbia, unless such place of meeting is changed by mutual agreement of the parties.

INTEGRATED INSTRUMENT

This Agreement is an integrated Instrument and its respective provisions are interdependent and shall be effective from and after July 1, 1947.

IN WITNESS WHEREOF, each of the parties signatory hereto, pursuant to proper authority, has caused this Agreement to be signed by its proper officers or representatives at Washington, D. C., on this the 8th day of July, A. D. 1947.

UNITED MINE WORKERS OF AMERICA

By: JOHN L. LEWIS President JOHN O'LEARY, Vice-President THOMAS KENNEDY, Secretary-Treasurer

District No. 2—By James Mark
District No. 3—By Frank Hughes
District No. 4—By William Hynes
District No. 5—By John P. Busarello
District No. 6—By John Owens
District No. 8—By Thomas Rea
District No. 10—By Sam Nicholls
District No. 11—By Louis Austin
District No. 12—By Hugh White
District No. 13—By Frank D. Wilson
District No. 14—By Henry Allai
District No. 15—By Frank Hefferly
District No. 16—By John T. Jones
District No. 17—By William Blizzard
District No. 19—By Abe Vales
District No. 20—By William Mitch
District No. 21—By David Fowler
District No. 22—By Houston Martin
District No. 23—By Ed. J. Morgan
District No. 27—By W. A. Boyle
District No. 28—By William Minton
District No. 29—By George J. Titler
District No. 30—By Samuel Caddy
District No. 31—By Cecil J. Urbaniak
Percy Tetlow

OPERATORS

Harry M. Moses
Charles O'Neill
Central Pa. Coal Producers Association
Georges' Creek & Upper Potomac Coal Association
Indiana Coal Operators Association
Indiana Coal Producers Association
Illinois Coal Operators Association
Northern Panhandle Coal Operators Association
Northern West Virginia Coal Association
Ohio Coal Association
Retail Producers Association of Greater Johnstown
Somerset County Coal Operators Association
Southern Ohio Coal Operators Association
Tri County Coal Operators Association
The Union Pacific Coal Company
Western Kentucky Coal Operators Association
Western Pennsylvania Coal Operators Association
Big Sandy-Elkhorn Operators Association
Greenbrier Coal Operators Association
Hazard Coal Operators Association
Kanawha Coal Operators Association
Logan Coal Operators Association
New River Coal Operators Association
Operators' Association of the Williamson Field
Pocahontas Tug River Coal Operators Association
Virginia Coal Operators Association
Winding Gulf Coal Operators Association
Coal Division of Eastern Gas and Fuels Associates
Consumers Mining Company
Crucible Steel Company of America
H. C. Frick Coke Company
Geneva Steel Company
Industrial Collieries Corporation
Inland Steel Company
Jones & Laughlin Steel Corporation
Republic Steel Corporation
Tennessee Coal Iron & Railroad Company
United States Coal and Coke Company
Weirton Coal Company
Youngstown Sheet and Tube Company
American Eagle Collieries Company
Black Mountain Corporation
Coal Processing Corporation
Elkhorn Coal Company
Raleigh Wyoming Mining Company
Warner Collieries
Youghiogheny and Ohio Coal and Coke Company
New Jellico Coal and Coke Company
Walter Bledsoe Coal Company
Emperor Coal Company
Hellier Coal and Coke Company
Letcher County Truck Mine Association
Lillybrook Coal Company
Sandy Valley Truck Mine Association
Westmoreland Mining Company
West Virginia Coal and Coke Company
Valley Camp Coal Company
Crichton No. 4 Mine, Nicholas County, West Virginia
Diamond Coal Mining Company
Block Coal and Coke Corporation
Indian Creek Coal Company
Consolidation Coal Company of Kentucky
Brule Smokeless Coal Company
Red Parrott Coal Company
C. H. Mead Coal Company
Utah Coal Operators Association
Commercial Mines Operating in Alabama
Jacobs Fork Pocahontas Coal Company
Buchanan County Coal Corporation
Page Pocahontas Coal Corporation
Panther Coal Company, Inc.
Margaret Ann Coal Company
Crystal Block Coal and Coke Company
Red Jacket Coal Corporation
Home Creek Smokeless Coal Corporation
Lynn Camp Coal Corporation
Tennessee Products and Chemical Corporation
Tennessee Consolidated Coal Company
Whitwell Coal Corporation
Kaiser Company, Inc.
Utah Fuel Company
Red Jacket Coal Corporation (Coal Mountain, W. Va.)
United Electric Coal Company
Republic Coal Company
Stearns Coal & Lumber Company
Russel Fork Coal Company, Inc.
Sycamore Coal Corporation
H. E. Harman Coal Corporation
Hamill Coal Corporation
Lee Red Ash Coal Corporation
Kemmerer Coal Company
Gunn-Quealy Coal Company
Arkansas Oklahoma Coal Operators Association
The American Rolling Mill Company
Southwestern Coal Operators Association
Harlan County Coal Operators Association

National Bituminous Coal Wage Agreement of 1948

EFFECTIVE JULY 1, 1948, TO JUNE 30, 1949

EXECUTED AT WASHINGTON, D. C., JUNE 25, 1948

THIS AGREEMENT, made this 25th day of June, 1948, by and between the coal operators and associations signatory hereto hereinafter referred to as Operators, parties of the first part, and the International Union, United Mine Workers of America, hereinafter referred to as Mine Workers, on behalf of each member thereof, party of the second part, covering all of the bituminous coal mines owned or operated by said first parties, amends, modifies and supplements previous agreements as herein provided. This Agreement (subject to the amendments, modifications and supplements as hereinafter provided) carries forward and preserves the terms and conditions of the Appalachian Joint Wage Agreement (dated June 19, 1941), effective April 1, 1941, to March 31, 1943, the Supplemental Six-Day Work Week Agreement, the National Bituminous Coal Wage Agreement (dated April 11, 1945), effective April 1, 1945, the National Bituminous Coal Wage Agreement of 1947 (dated July 8, 1947), effective July 1, 1947, and all the various District Agreements executed between the United Mine Workers of America and the various Operators and Coal Associations (based upon the aforesaid basic agreements) as they existed on June 30, 1948, subject to the terms and conditions of this Agreement and as amended, modified and supplemented by this Agreement as herein set out.

UNITED MINE WORKERS OF AMERICA WELFARE AND RETIREMENT FUND

During the life of this Agreement, there shall be paid into such Fund by each Operator signatory hereto the sum of twenty cents (20¢) per ton of two thousand (2,000) pounds on each ton of coal produced for use or for sale.

The obligation to make payments to the "United Mine Workers of America Welfare and Retirement Fund" under this contract shall become effective on July 1, 1948, and the first actual payments are to be made on August 20, 1948, and thereafter continuously on the 20th day of each succeeding calendar month covering the production of all coal for use or sale during the preceding month.

WAGES AND HOURS

Amend section 1 (d) of the National Bituminous Coal Wage Agreement of 1947 so as to read as follows:

> "(d) All mine workers, whether employed by the month, day, or tonnage, yardage, deadwork or footage rate, shall receive Four Dollars and Five Cents ($4.05) per day in addition to that provided for in the contract which expired March 31, 1946."

VACATION PAYMENT

Amend "Vacation Payment" Section of the National Coal Wage Agreement of 1947 as follows, to wit:

1. In the first paragraph strike out the words "Saturday, June 26, 1948, to Monday, July 5, 1948, inclusive" and insert in lieu thereof the words "Saturday, June 25, 1949, to Monday, July 4, 1949, inclusive."

Exhibit T-1

2. In the second paragraph, strike out "(June 1, 1947, to May 31, 1948)" and insert in lieu thereof "(June 1, 1948, to May 31, 1949)".

3. In the second paragraph strike out "March 31, 1947," and insert in lieu thereof "March 31, 1948".

4. Amend the fifth paragraph by striking out "1948" and inserting in lieu thereof "1949".

TERMINATION OF AGREEMENT

This Agreement dated June 25, 1948, shall be effective as of July 1, 1948, and shall terminate June 30, 1949; PROVIDED, HOWEVER, That either the "Parties of the First Part" or "Party of the Second Part" may terminate this Agreement on any earlier date by giving at least thirty (30) days' written notice to the other party of such desired earlier termination date.

The foregoing termination provision shall not be construed to limit or affect in any way the obligations of the parties relating to the termination of contracts under the "Labor-Management Relations Act, 1947."

INTEGRATED INSTRUMENT

This Agreement is an integrated Instrument and its respective provisions are interdependent and shall be effective from and after July 1, 1948.

IN WITNESS WHEREOF, each of the parties signatory hereto, pursuant to proper authority, has caused this Agreement to be signed by its proper officers or representatives at Washington, D. C., on this the 25th day of June, A. D. 1948.

UNITED MINE WORKERS OF AMERICA

By: JOHN L. LEWIS, President

THOMAS KENNEDY, Vice-President

JOHN OWENS, Secretary-Treasurer

District No. 2—By James Mark
District No. 3—By Frank Hughes
District No. 4—By William Hynes
District No. 5—By John Busarello
District No. 6—By Adolph Pacifico
District No. 8—By Thomas Rea
District No. 10—By Sam Nicholls
District No. 11—By Louis Austin
District No. 12—By Hugh White
District No. 13—By Frank D. Wilson
District No. 14—By Henry Allai
District No. 15—By Frank Hefferly
District No. 16—By John T. Jones
District No. 17—By William Blizzard
District No. 19—By Abe Vales
District No. 20—By William Mitch
District No. 21—By David Fowler
District No. 22—By Houston Martin
District No. 23—By Ed. J. Morgan
District No. 27—By W. A. Boyle
District No. 28—By W. F. Minton
District No. 29—By George J. Titler
District No. 30—By Sam Caddy
District No. 31—By Cecil J. Urbaniak

OPERATORS

Central Pa. Coal Producers Association
Floyd County Truck Mine Association
Georges' Creek and Upper Potomac Coal Association
Illinois Coal Operators Association
Illinois Coal Strippers Association
Indiana Coal Operators Association
Indiana Coal Producers Association
Johnson County Truck Mine Operators Association
Letcher County Truck Mine Operators Association
Northern Panhandle of West Virginia Coal Operators Association
Northern West Virginia Coal Association
Ohio Coal Association
Retail Coal Producers Association of Greater Johnstown
Sandy Valley Truck Mine Operators Association
Somerset County Coal Operators Association
Southern Ohio Coal Operators Association
Western Pa. Coal Operators Association
Southern Coal Producers Association:
Big Sandy-Elkhorn Coal Operators Association
Greenbrier Smokeless Coal Operators Association
Harlan County Coal Operators Association
Hazard Coal Operators Association
Kanawha Coal Operators Association
Logan Coal Operators Association
New River Coal Operators Association
Operators' Association of Williamson Field
Pocahontas Operators Association
Southern Appalachian Coal Producers Association
Southern Tennessee Coal Producers Association
Upper Buchanan Coal Operators Association
Virginia Coal Operators Association
Winding Gulf Operators Association

National Bituminous Coal Wage Agreement of 1950 as Amended January 18th, 1951

EFFECTIVE FEBRUARY 1, 1951

WHEREAS on March 5, 1950, and at various dates subsequent thereto certain coal associations and companies (generally referred to as Operators), in their association and company names and capacities, executed with the United Mine Workers of America the National Bituminous Coal Wage Agreement of 1950 (dated March 5, 1950); and subsequent to becoming signatories to said Agreement many of said signatory operators affiliated with and became members of a newly created Association denominated and known as the "Bituminous Coal Operators' Association" and authorized said Association by and through its President, Harry M. Moses, to officially represent said members, companies and associations in the negotiation of wage agreements with the United Mine Workers of America; and,

WHEREAS said "Bituminous Coal Operators' Association," in behalf of each and all of its members of every kind and character (whether association, company, partnership or individual) has negotiated with the United Mine Workers of America certain amendments to said National Bituminous Coal Wage Agreement of 1950;

NOW, THEREFORE, THIS AGREEMENT made this 18th day of January, 1951, by and between the Bituminous Coal Operators' Association (for and on behalf of each of the named and described associations and companies listed in "Appendix A," hereto attached and made a part hereof) and by and between such other and additional associations, companies and operators as may hereafter become signatory hereto, hereinafter referred to as "Operators," as parties of the first part, and the International Union, United Mine Workers of America, hereinafter referred to as "Mine Workers," on behalf of each member thereof, as party of the second part, covering all of the bituminous coal mines owned or operated by said first parties, amends, and, as amended, carries forward and preserves the terms and conditions of the National Bituminous Coal Wage Agreement of 1950, such amendments, being as follows, to wit:

WAGES

Amend the "Wages and Hours" section of the National Bituminous Coal Wage Agreement of 1950 by striking out of subsection (d) of said section the words and figures "Four Dollars and Seventy-five Cents ($4.75)" and inserting in lieu thereof the words and figures "Six Dollars and Thirty-five Cents ($6.35)."

TERMINATION OF AGREEMENT

Amend the "Termination of Agreement" section of the National Bituminous Coal Wage Agreement of 1950 by striking out all of the said section below the caption and inserting in lieu thereof the following:

"This Amended Agreement dated January 18th, 1951, shall be effective as of February 1, 1951, and is not subject to termination by any party signatory hereto prior to March 31st, 1952, PROVIDED, HOWEVER, that either the parties of the first part or the party of the second part may, on or after March 31st, 1952, terminate this Agreement by giving at least sixty (60) days' written notice to the other party of such desired termination date."

Exhibit U

National Bituminous Coal Wage Agreement of 1950 as Amended September 29, 1952

EFFECTIVE OCTOBER 1, 1952

WHEREAS on January 18, 1951, and at various dates subsequent thereto, certain coal associations, companies and individuals (generally referred to as "Operators"), in their association, company and individual names and capacities, executed with the United Mine Workers of America an Agreement denominated "National Bituminous Coal Wage Agreement of 1950 as Amended January 18th, 1951"; and said Operators, signatory to this Agreement, have now negotiated with the United Mine Workers of America certain additional amendments to said "National Bituminous Coal Wage Agreement of 1950" and it is the agreement and intent of all parties hereto to amend, and as amended, carry forward and preserve the terms and conditions of said "National Bituminous Coal Wage Agreement of 1950" and all previous Agreements as therein provided:

NOW, THEREFORE, THIS AGREEMENT made this 29th day of September, 1952, by and between the coal operators, associations, companies and individuals signatory hereto (hereinafter referred to as "Operators"), as parties of the first part, and the International Union, United Mine Workers of America (hereinafter referred to as "Mine Workers") on behalf of each member thereof, as party of the second part, covering all of the bituminous coal mines owned or operated by said first parties, amends, modifies and supplements and, as amended, modified and supplemented, carries forward and preserves the terms and conditions of the "National Bituminous Coal Wage Agreement of 1950" and all previous agreements as therein provided, such amendments, modifications and supplements being as follows, to wit:

MINE SAFETY PROGRAM

Amend the "MINE SAFETY PROGRAM" section of the Agreement by striking out the language under subsection (d) following the word "injustice" and by striking out the language of subsection (c) and inserting in lieu thereof the following:

"(c) **Review and Revision**

"In order to carry out the intent and purposes of the agreement affecting the Federal Mine Safety Code it is agreed that representatives of the United Mine Workers of America and the coal operators signatory hereto shall hold joint consultations with the United States Bureau of Mines looking toward review and appropriate revision of the Federal Mine Safety Code. Any revised code that is agreed upon between the aforementioned parties, when adopted by the parties, shall be adopted and incorporated by reference into this Agreement in place of the code adopted and incorporated in the National Bituminous Coal Wage Agreement of 1950 and continued under this Agreement."

Amend the "MINE SAFETY PROGRAM" section of the Agreement by amending subsection (f) to read as follows:

"(f) 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, provided it shall give proper notice to each district."

UNITED MINE WORKERS OF AMERICA WELFARE AND RETIREMENT FUND OF 1950

Amend the first printed paragraph of subsection A by striking out of line four thereof the words and figures "thirty cents (30¢)" and inserting in lieu thereof the words and figures "forty cents (40¢)".

Exhibit V

Amend the ninth printed paragraph of subsection A by striking out of line two thereof the words and figures "March 6, 1950", and inserting in lieu thereof the words and figures "October 1st, 1952"; and further amend said paragraph by striking out of line three thereof the words and figures "April 10, 1950" and inserting in lieu thereof the words and figures "November 10th, 1952".

Amend the sixth printed paragraph of subsection A by striking out of line two thereof the words "proper actuarial computations" and inserting in lieu thereof the words "the Trust's statistical experience."

Amend the tenth printed paragraph of subsection A by inserting after the words "shall be" in line two thereof the words "the Chief Executive Officer and".

WAGES

Amend the "WAGES AND HOURS" section of the National Bituminous Coal Wage Agreement of 1950 by striking out of subsection (d) of said section the words and figures "Four Dollars and Seventy-five Cents ($4.75)" and inserting in lieu thereof the words and figures "Eight Dollars and Twenty-five Cents ($8.25)".

Amend the "WAGES AND HOURS" section of the National Bituminous Coal Wage Agreement of 1950 by adding a new section to read as follows:

"(i) It is understood and agreed that Roof Bolters will be paid the same day rates paid to Drillers and Shooters on mechanical crews."

VACATION PAYMENT

Strike out the first and second printed paragraphs and insert in lieu thereof the following:

"An annual vacation period shall be the rule of the industry. From Saturday, June 27, 1953 to Monday, July 6, 1953, inclusive, shall be a vacation period during which coal production shall cease. Daymen required to work during this period at coke plants and other necessarily continuous operations or on emergency or repair work shall have vacations of the same duration at other agreed periods.

"All employees with a record of one year's standing (June 1, 1952 to May 31, 1953) shall receive as compensation for the abovementioned vacation period the sum of One Hundred Dollars ($100), with the following exception: Employees who enter the armed services and those who return from the armed services to their jobs during the qualifying period shall receive the $100 vacation payment."

SENIORITY

1. Seniority in principle and practice shall be recognized in the industry.

2. In all cases where the working force is to be reduced, employees in each job classification at a mine with the least service, shall be laid off first.

3. Employees who are idle because of a reduction in the working force shall be placed in a panel from which they shall be returned to employment on the basis of seniority.

4. Seniority established by the employees previous to the layoff shall be retained and continued upon reemployment from the panel.

5. The reemployment of any idle person in a new classification is recognized fully, providing such person is qualified and is entitled otherwise to the position by reason of his seniority.

6. The superintendent of the mine and the secretary of the local union shall be joint custodians of the panel record.

7. In two or three shift operations the question of seniority with regard to work on the respective shifts shall be left to the discretion of the contracting parties at the mine in question.

8. Grievances under the seniority arrangements shall be handled in the usual way under the machinery of the contract providing for the consideration and disposition of grievances.

9. Any person in 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 in said panel, shall sacrifice his seniority rights at the operation and shall have his name removed from the panel list.

APPLICATION OF CONTRACT TO COAL LANDS

As a part of the consideration for this Agreement, the Operators signatory hereto agree that this Agreement covers the operation of all of the coal lands 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 the term of this agreement) be put into production. The said Operators agree that they will not lease out any coal lands as a subterfuge for the purpose of avoiding the application of this Agreement.

HOUSE COAL

House coal shall be sold to all employees (including retired employees) of the mine, 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. Should any differences arise between the Mine Workers and the Operator of any mine as to the price so to be charged for said coal, such differences shall be settled under the terms of the Settlement of Disputes section of this Agreement.

MISCELLANEOUS

Amend "Miscellaneous" by striking out subsection 4 and amending subsection 3 to read as follows:

"3. The United Mine Workers of America and the Operators agree and affirm that they will maintain the integrity of this contract and that all disputes and claims which are not settled by agreement shall be settled by the machinery provided in the "Settlement of Local and District Disputes" section 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 provided and by collective bargaining without recourse to the courts."

Amend "Miscellaneous" by adding thereto the following, to become subsection 4:

"4. Each operator signatory or who may become signatory hereto hereafter agrees to give proper notice to the President of the local union at the mine by the 18th day of each month that said Operator has made the required payment to the United Mine Workers of America Welfare and Retirement Fund for the previous month."

TERMINATION OF AGREEMENT

Amend the "TERMINATION OF AGREEMENT" section of the National Bituminous Coal Wage Agreement of 1950 by striking out all of the said section below the caption and inserting in lieu thereof the following:

"This Amended Agreement dated September 29, 1952, shall be effective as of October 1, 1952, and is not subject to termination by any party signatory hereto prior to September 30, 1953, PROVIDED, HOWEVER, That either the parties of the first part or the party of the second part may, on or after September 30, 1953, terminate this Agreement by giving at least sixty (60) days' written notice to the other party of such desired termination date."

National Bituminous Coal Wage Agreement of 1950 as Amended Effective September 1, 1955

WHEREAS on September 29, 1952, and at various dates subsequent thereto, certain coal associations, companies and individuals (generally referred to as "Operators"), in their association, company and individual names and capacities, executed with the United Mine Workers of America an Agreement denominated "National Bituminous Coal Wage Agreement of 1950 as Amended September 29th, 1952"; and said Operators, signatory to this Agreement, have now negotiated with the United Mine Workers of America certain additional amendments to said "National Bituminous Coal Wage Agreement of 1950" and it is the agreement and intent of all parties hereto to amend and supplement and as amended and supplemented to carry forward and preserve the terms and conditions of said "National Bituminous Coal Wage Agreement of 1950 as Amended September 29th, 1952", said "National Bituminous Coal Wage Agreement of 1950", and all previous Agreements as therein provided:

NOW, THEREFORE, THIS AGREEMENT, effective September 1, 1955, by and between the coal operators, associations, companies and individuals signatory hereto and by and between such other and additional associations, companies and individuals as may hereafter become signatory hereto (hereinafter referred to as "Operators"), as parties of the first part, and the International Union, United Mine Workers of America (hereinafter referred to as "Mine Workers") on behalf of each member thereof, as party of the second part, covering all of the bituminous coal mines owned or operated by said first parties, amends, modifies and supplements and, as amended, modified and supplemented, carries forward and preserves the terms and conditions of the "National Bituminous Coal Wage Agreement of 1950 as Amended September 29th, 1952", the "National Bituminous Coal Wage Agreement of 1950", and all previous Agreements as therein provided, such amendments, modifications and supplements being as follows, to wit:

WAGES AND HOURS

Amend the "WAGES AND HOURS" section of the National Bituminous Coal Wage Agreement of 1950 by striking out the present language of subsection (d) of said section and substituting the following:

"(d) All mine workers, whether employed by the month, day, or tonnage, yardage, deadwork or footage rate, shall receive, effective September 1, 1955, Nine Dollars and Forty-five Cents ($9.45) per day in addition to that provided for in the contract which expired March 31, 1946, and effective April 1, 1956, Ten Dollars and Twenty-five Cents ($10.25) per day in addition to that provided for in the contract which expired March 31, 1946."

Amend the "WAGES AND HOURS" section of the National Bituminous Coal Wage Agreement of 1950 by adding a new subsection to read as follows:

"(j) Work performed on Saturday shall be paid for at time and one-half or rate and one-half. Work performed on Sunday shall be paid for at double time or at double rates. The operator shall have

Exhibit W

the right to schedule maintenance crews, power house and sub-station employees, pumpers, lamp house and bath house men, firemen, fan attendants, switchboard operators and other similar employees for Saturday and Sunday work and schedule their days off during the first five days of the work week (except continuous hoisting engineers as now provided in subsection (c) 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."

VACATION PAYMENT

Strike out the first and second printed paragraphs and insert in lieu thereof the following:

"An annual vacation period of twelve (12) consecutive calendar days shall be the rule of the industry. From Thursday, June 28, 1956 to Monday, July 9, 1956, inclusive, shall be a vacation period during which coal production shall cease. Day men required to work during this period at coke plants and other necessarily continuous operations or on emergency or repair work shall have vacations of the same duration at other agreed periods.

"All employees with a record of one year's standing (June 1, 1955 to May 31, 1956) shall receive as compensation for the above mentioned vacation period the sum of One Hundred Forty Dollars ($140), with the following exception: Employees who enter the armed services and those who return from the armed services to their jobs during the qualifying period shall receive the $140 vacation payment."

TERMINATION OF AGREEMENT

Amend the "TERMINATION OF AGREEMENT" section of the National Bituminous Coal Wage Agreement of 1950 by striking out the present language and inserting in lieu thereof the following:

"This Amended Agreement, dated August 20, 1955, shall be effective as of September 1, 1955, and is not subject to termination by any party signatory hereto prior to August 31, 1956, PROVIDED, HOWEVER, That either the parties of the first part or the party of the second part may, on or after August 31, 1956, terminate this Agreement by giving at least sixty (60) days' written notice to the other party of such desired termination date."

IN WITNESS WHEREOF, each of the parties signatory hereto, pursuant to proper authority, has caused this Agreement, effective September 1, 1955, to be signed by its proper officers or representatives at Washington, D. C., on this 20th day of August, 1955.

National Bituminous Coal Wage Agreement of 1950 as Amended Effective October 1, 1956

WHEREAS on September 29, 1952, and at various dates subsequent thereto, certain coal associations, companies and individuals (generally referred to as "Operators"), in their association, company and individual names and capacities, executed with the United Mine Workers of America an Agreement denominated "National Bituminous Coal Wage Agreement of 1950 as Amended September 29th, 1952"; and said Operators, signatory to this Agreement, have now negotiated with the United Mine Workers of America certain additional amendments to said "National Bituminous Coal Wage Agreement of 1950" and it is the agreement and intent of all parties hereto to amend and supplement and as amended and supplemented to carry forward and preserve the terms and conditions of said "National Bituminous Coal Wage Agreement of 1950 as Amended September 29th, 1952", said "National Bituminous Coal Wage Agreement of 1950", and all previous Agreements as therein provided:

NOW, THEREFORE, THIS AGREEMENT, effective October 1, 1956, by and between the coal operators, associations, companies and individuals signatory hereto and by and between such other and additional associations, companies and individuals as may hereafter become signatory hereto (hereinafter referred to as "Operators"), as parties of the first part, and the International Union, United Mine Workers of America (hereinafter referred to as "Mine Workers") on behalf of each member thereof, as party of the second part, covering all of the bituminous coal mines owned or operated by said first parties, amends, modifies and supplements and, as amended, modified and supplemented, carries forward and preserves the terms and conditions of the "National Bituminous Coal Wage Agreement of 1950 as Amended September 29th, 1952", the "National Bituminous Coal Wage Agreement of 1950", and all previous Agreements as therein provided, such amendments, modifications and supplements being as follows, to wit:

WAGES AND HOURS

Amend the "WAGES AND HOURS" section of the National Bituminous Coal Wage Agreement of 1950 by striking out the present language of subsection (d) of said section and substituting the following:

"(d) All mine workers, whether employed by the month, day, or tonnage, yardage, deadwork or footage rate, shall receive, effective October 1, 1956, Eleven Dollars and Forty-Five Cents ($11.45) per day in addition to that provided for in the contract which expired March 31, 1946, and effective April 1, 1957, Twelve Dollars and Twenty-Five Cents ($12.25) per day in addition to that provided for in the contract which expired March 31, 1946."

Amend the "WAGES AND HOURS" section of the National Bituminous Coal Wage Agreement of 1950 by striking out the present language of subsection (f) of said section and substituting the following:

"(f) Holidays, when worked, shall be paid for at double time or double rates."

Amend the "WAGES AND HOURS" section of the National Bituminous Coal Wage Agreement of 1950 by adding a new subsection to read as follows:

"(j) Work performed on Saturday shall be paid for at time and one-half or rate and one-half.

Exhibit X

Work performed on Sunday shall be paid for at double time or at double rates. The operator shall have the right to schedule maintenance crews, power house and sub-station employees, pumpers, lamp house and bath house men, firemen, fan attendants, switchboard operators and other similar employees for Saturday and Sunday work and schedule their days off during the first five days of the work week (except continuous hoisting engineers as now provided in subsection (c) 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."

VACATION PAYMENT

Amend the "VACATION PAYMENT" section of the National Bituminous Coal Wage Agreement of 1950 by striking out the present language of the first and second paragraphs of said section and substituting the following:

"An annual vacation of fourteen (14) calendar days shall be the rule of the industry. From Friday, June 28, 1957 to Monday, July 8, 1957, inclusive, shall be a vacation period during which coal production shall cease. Day men required to work during this period at coke plants and other necessarily continuous operations or on emergency or repair work shall have vacations of the same duration at other agreed periods.

"All employees with a record of one year's standing (June 1, 1956 to May 31, 1957) shall receive as compensation for the above mentioned vacation period the sum of One Hundred Eighty Dollars ($180), with the following exception: Employees who enter the armed services and those who return from the armed services to their jobs during the qualifying period shall receive the $180 vacation payment. In addition, December 24, December 26, and December 31, 1956 shall be vacation days during which coal production shall cease. Day men required to work during these days at coke plants and other necessarily continuous operations or on emergency or repair work shall have equivalent vacation days at other agreed periods. All employees with a record of one year's standing (June 1, 1955 to May 31, 1956) shall receive as compensation for such vacation days the sum of Forty Dollars ($40) with the following exception: Employees who enter the armed services and those who return from the armed services to their jobs during the qualifying period shall receive the $40 vacation payment. This vacation payment shall be made on the last pay day occurring before Christmas Day."

TERMINATION OF AGREEMENT

Amend the "TERMINATION OF AGREEMENT" section of the National Bituminous Coal Wage Agreement of 1950 by striking out the present language and inserting in lieu thereof the following:

"This Amended Agreement, dated October 4, 1956, shall be effective as of October 1, 1956, and is not subject to termination by any party signatory hereto prior to September 30, 1957, PROVIDED, HOWEVER, That either the parties of the first part or the party of the second part may terminate this Agreement on or after September 30, 1957 by giving at least sixty (60) days' written notice to the other party of such desired termination date."

National Bituminous Coal Wage Agreement of 1950 as Amended Effective December 1, 1958

WHEREAS on September 29, 1952, and at various dates subsequent thereto, certain coal associations, companies and individuals (generally referred to as "Operators"), in their association, company and individual names and capacities, executed with the United Mine Workers of America an Agreement denominated "National Bituminous Coal Wage Agreement of 1950 as Amended September 29th, 1952"; and said Operators, signatory to this Agreement, have now negotiated with the United Mine Workers of America certain additional amendments to said "National Bituminous Coal Wage Agreement of 1950" and it is the agreement and intent of all parties hereto to amend and supplement and as amended and supplemented to carry forward and preserve the terms and conditions of said "National Bituminous Coal Wage Agreement of 1950 as Amended September 29th, 1952", said "National Bituminous Coal Wage Agreement of 1950", and all previous Agreements as therein provided:

NOW, THEREFORE, THIS AGREEMENT, effective December 1, 1958, by and between the coal operators, associations, companies and individuals signatory hereto and by and between such other and additional associations, companies and individuals as may hereafter become signatory hereto (hereinafter referred to as "Operators"), as parties of the first part, and the International Union, United Mine Workers of America (hereinafter referred to as "Mine Workers") on behalf of each member thereof, as party of the second part, covering all of the bituminous coal mines owned or operated by said first parties, amends, modifies and supplements and, as amended, modified and supplemented, carries forward and preserves the terms and conditions of the "National Bituminous Coal Wage Agreement of 1950 as amended September 29th, 1952", the "National Bituminous Coal Wage Agreement of 1950", and all previous Agreements as therein provided, such amendments, modifications and supplements being as follows, to wit:

WAGES AND HOURS

Amend the "WAGES AND HOURS" section of the National Bituminous Coal Wage Agreement of 1950 by striking out the present language of subsection (d) of said section and substituting the following:

"(d) All mine workers, whether employed by the month, day, or tonnage, yardage, deadwork or footage rate, shall receive, effective January 1, 1959, Thirteen Dollars and Forty-Five Cents ($13.45) per day in addition to that provided for in the contract which expired March 31, 1946, and effective April 1, 1959, Fourteen Dollars and Twenty Five Cents ($14.25) per day in addition to that provided for in the contract which expired March 31, 1946."

Amend the "WAGES AND HOURS" section of the National Bituminous Coal Wage Agreement of 1950 by striking out the present language of subsection (f) of said section and substituting the following:

"(f) Holidays, when worked, shall be paid for at double time or double rates."

Amend the "WAGES AND HOURS" section of the National Bituminous Coal Wage Agreement of 1950 by adding a new subsection to read as follows:

"(j) Work performed on Saturday shall be paid for at time and one-half or rate and one-half. Work performed on Sunday shall be paid for at double time or at double rates. The operator shall have the right to schedule maintenance crews, power house and sub-station employees, pumpers, lamp house and bath house men, firemen, fan attendants, switchboard operators and other similar employees for Saturday and Sunday work and schedule their days off during the first five days of the work week (except continuous hoisting engineers as now provided in subsection (c) 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."

PROTECTIVE WAGE CLAUSE

The United Mine Workers of America (which, as used in this Clause, includes all of its Districts, Local Unions, Officers or Agents) and the Operators signatory hereto affirm their intention to maintain the integrity of this contract in all of its parts. The objective of this contract is to provide the maximum possible continuity and stability of employment under the conditions set forth herein. The par-

Exhibit X

ties hereto agree that bituminous coal mines shall be so operated as not to debase or lower the standards of wages, hours, safety requirements and other conditions of work, established by this contract. The parties recognizing their obligation each as to the other to exercise all possible efforts and means to attain these objectives further agree as follows:

A. During the period of this Contract, the United Mine Workers of America will not enter into, be a party to, nor will it permit any agreement or understanding covering any wages, hours or other conditions of work applicable to employees covered by this Contract on any basis other than those specified in this Contract or any applicable District Contract. The United Mine Workers of America will diligently perform and enforce without discrimination or favor the conditions of this paragraph and all other terms and conditions of this Contract and will use and exercise its continuing best efforts to obtain full compliance therewith by each and all the parties signatory thereto.

B. It is recognized that when signatory operators mine, prepare, or procure or acquire under subcontract arrangements, bituminous coal mined under terms and conditions less favorable than those provided for in this contract, they deprive employees of employment opportunities, employment conditions and other benefits which these employees are entitled to have safeguarded, stabilized and protected. Accordingly, the Operators agree that all bituminous coal mined, produced, or prepared by them, or any of them, or procured or acquired by them or any of them under a subcontract arrangement, shall be or shall have been mined or produced under terms and conditions which are as favorable to the employees as those provided for in this Contract.

"Procured or acquired under a subcontract arrangement" means any contract, lease, license, agreement, arrangement or understanding pursuant to which the signatory operator acquires coal, either as principal or agent, directly or indirectly from a producer other than such signatory for delivery to a person other than such signatory.

The obligation assumed hereunder shall not affect any agreement in effect as of the date of execution of this contract: Provided, however, that any operator signatory hereto who is a party to any agreement inconsistent with the obligations assumed hereunder shall not maintain such inconsistent agreement in effect beyond the first date at which such agreement may be terminated by him in accordance with its terms.

The Operators signatory to this agreement shall so conduct their own operations (whether operated directly or indirectly, or through subsidiaries or affiliates) so as to fully comply with their obligations under this Clause. The obligation of each Operator signatory hereto, which is several and not joint, to fully perform all the conditions in this paragraph B contained, shall be a direct and continuing obligation of said Operator during the life of this Agreement.

As a part of the consideration for this Agreement, the Operators signatory hereto agree that this Clause covers the operation of all the coal lands, coal producing or 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 the term of this Agreement) be put into production or use. The said Operators agree that they will not lease, license, or contract out any coal lands, coal producing or coal preparation facilities as a subterfuge for the purpose of avoiding the application of this Clause.

C. There is hereby established a Joint Industry Contract Committee composed of six (6) members, three (3) of whom shall be appointed and may be removed by the Union and three (3) of whom shall be appointed and may be removed by the Operators. Such appointments shall be made and notice thereof given to the proper parties hereto as expeditiously as possible and not later than thirty (30) days after the date of the execution of this Contract. In the event of resignation, removal, death, inability or unwillingness to serve of any of the members of the Committee, the Union shall appoint the successor or successors of the members originally appointed by it and the Operators shall appoint the successor or successors of the members originally appointed by them. Action which may be required of the Operators for the appointment of any member of the Joint Industry Contract Committee representing them may be taken by those Operators who, at the time, are signatories hereto. Authorization, approval or ratification of Operators representing fifty-one (51) per cent or more of the coal produced for use or sale during the calendar year previous to that in which such action is taken shall be sufficient to bind all Operators.

The Joint Industry Contract Committee may appoint such Joint District Contract Committees in such districts or groups of districts as it may determine, such district committees to consist of such numbers of members, half of whom shall represent the Union and half of whom shall represent the Operators in that district or groups of districts, as the Industry Committee shall deem advisable. The Joint District Contract Committees shall assist the Joint Industry Contract Committee in making any investigations hereunder.

The Joint Industry Contract Committee and the Joint District Committees, when authorized by and under the supervision of the Industry Committee, may employ such clerical and other employees as are required for the performance of their duties hereunder. Expenses of all Committees shall be borne equally by the Union and the Operators.

D. Within one hundred and twenty days after the execution of this contract and each six months thereafter each Operator signatory hereto shall certify in writing to the Joint District Contract Committee for the District where he maintains his principal place of business where such a District Committee exists, or to the Joint Industry Contract Committee where no District Com-

mittee exists, that he is in full compliance with all the terms and conditions of this contract or any applicable District Agreement. Within one hundred and twenty days after the execution of this Agreement, and each six months thereafter each Union District President shall certify in writing to his Joint District Contract Committee, if one exists, or, if none exists, to the Joint Industry Contract Committee, a complete list of all Operators and Mines engaged in the production of bituminous coal within his district whose operations are under contract with the Union. No operator may be found to be in violation of this Protective Wage Clause with respect to any coal produced by another operator who is listed on the Contract list to be furnished by United Mine Workers of America under this paragraph, unless and until such operator is notified in writing by the Joint Industry Contract Committee that such operator has failed to comply with the provisions of this Clause and such failure has not been corrected.

E. Any party signatory to this contract shall have the right at any time to file a complaint with the Joint Industry Contract Committee alleging a violation of any provision of this Protective Wage Clause. In the event such a charge is filed it shall be the duty of the Joint Industry Contract Committee to investigate and determine the facts with respect to such alleged violation. Any determination by the Joint Industry Committee that a violation of this Clause has occurred may be made only upon the concurrence therein of a majority of the membership of the Committee. Notice by the Committee to the affected party, opportunity for the party to be heard, and failure promptly to effect full compliance after a finding of violation by the Committee shall be deemed a condition precedent to any final determination that a violation of this Clause has occurred. Findings made by the Joint Committee, after notice and opportunity for hearing, shall be served upon all parties to the proceeding, and shall constitute a final determination as to the fact of a violation. Failure or refusal of United Mine Workers or any Operator signatory hereto to comply with a final determination by the Committee of a violation of Paragraphs (A) or (B) of this Clause may be deemed a violation of this Agreement.

The Mine Workers agree to make available to the Joint Industry Contract Committee all contracts, agreements, or understandings entered into by the Mine Workers with any person engaged in the production of bituminous coal, and further agree to appear before the Committee on request by it and inform the Committee on such other related and pertinent matters as shall be essential to the Committee's investigation of an alleged violation of this Protective Wage Clause. Each Operator signatory hereto agrees to appear before the Committee on request by it and inform the Committee as to the source and quantity of coal produced or purchased or otherwise acquired, payment of wages to, and hours and working conditions of classified employees, payments to the United Mine Workers of America Welfare and Retirement Fund, and such other related and pertinent matters as shall be essential to the Committee's investigation of an alleged violation of this Protective Wage Clause.

The authority of the Committee is restricted to the subject matter covered in this Protective Wage Clause and shall not extend to disputes concerning the administration of the Contract which are of the type that have heretofore been processed under the grievance procedures provided for in the Section of the Contract entitled "Settlement of Local and District Disputes"; nor shall the provisions of this "Protective Wage Clause" be subject to the terms or conditions of the "Settlement of Local and District Disputes" section of this Contract.

VACATION PAYMENT

Amend the "VACATION PAYMENT" section of the National Bituminous Coal Wage Agreement of 1950 by striking out the present language of the first and second paragraphs of said section and substituting the following:

"An annual vacation of fourteen (14) calendar days shall be the rule of the industry. Beginning at the start of the morning shift on Saturday, June 27, 1959, and ending at the beginning of the morning shift on Saturday, July 11, 1959, shall be a vacation period during which coal production shall cease. Day men required to work during this period at coke plants and other necessarily continuous operations or on emergency or repair work shall have vacations of the same duration at other agreed periods.

"All employees with a record of one year's standing (June 1, 1958, to May 31, 1959) shall receive as compensation for the above mentioned vacation period the sum of Two Hundred Dollars ($200), with the following exception: Employees who enter the armed services and those who return from the armed services to their jobs during the qualifying period shall receive the $200 vacation payment."

TERMINATION OF AGREEMENT

Amend the "TERMINATION OF AGREEMENT" section of the National Bituminous Coal Wage Agreement of 1950 by striking out the present language and inserting in lieu thereof the following:

"This Amended Agreement, dated December 3rd, 1958, shall be effective as of December 1, 1958, and is not subject to termination by any party signatory hereto prior to November 30, 1959, PROVIDED, HOWEVER, That either the parties of the first part or the party of the second part may terminate this Agreement on or after November 30, 1959, by giving at least sixty (60) days' written notice to the other party of such desired termination date."

National Bituminous Coal Wage Agreement of 1950 as Amended Effective April 2, 1964

WHEREAS on September 29, 1952, and at various dates subsequent thereto, certain coal associations, companies and individuals (generally referred to as "Operators"), in their association, company and individual names and capacities, executed with the United Mine Workers of America an Agreement denominated "National Bituminous Coal Wage Agreement of 1950 as Amended September 29th, 1952"; and said Operators, signatory to this Agreement, have now negotiated with the United Mine Workers of America certain additional amendments to said "National Bituminous Coal Wage Agreement of 1950" and it is the agreement and intent of all parties hereto to amend and supplement and as amended and supplemented to carry forward and preserve the terms and conditions of said "National Bituminous Coal Wage Agreement of 1950 as Amended September 29th, 1952", said "National Bituminous Coal Wage Agreement of 1950", and all previous Agreements as therein provided:

NOW, THEREFORE, THIS AGREEMENT, effective April 2, 1964, by and between the coal operators, associations, companies and individuals signatory hereto and by and between such other and additional associations, companies and individuals as may hereafter become signatory hereto (hereinafter referred to as "Operators"), as parties of the first part, and the International Union, United Mine Workers of America (hereinafter referred to as "Mine Workers") on behalf of each member thereof, as party of the second part, covering all of the bituminous coal mines owned or operated by said first parties, amends, modifies and supplements and, as amended, modified and supplemented, carries forward and preserves the terms and conditions of the "National Bituminous Coal Wage Agreement of 1950 as amended September 29th, 1952", the "National Bituminous Coal Wage Agreement of 1950", and all previous Agreements as therein provided, such amendments, modifications and supplements being as follows, to wit:

MINE SAFETY PROGRAM

Amend the "MINE SAFETY PROGRAM" section of the Agreement by striking out all of the language and inserting in lieu thereof the following:

"(a) *Mine Safety Code*

"The Federal Mine Safety Codes for Bituminous Coal and Lignite Mines of the United States, Part I-underground mines and Part II-strip mines, promulgated and approved October 8, 1953, by the Secretary of the Interior are hereby adopted and incorporated by reference in this contract as a code for health and safety in bituminous and lignite mines of the parties of the first part.

"(b) *Enforcement*

"(1) Reports of the Federal coal mines inspectors: Whenever inspectors of the Federal Bureau of Mines, in making their inspections in accordance with authority as provided in Public Law 49 and Public Law 552 find there are violations of the Federal Mine Safety Code and make recommendations for the elimination of such noncompliance, the Operators shall promptly comply with such recommendations, except as modified in paragraph two of this subsection.

"(2) Whenever either party to the contract feels that compliance with the recommendations of the Federal mine inspectors as provided above would cause irreparable damage or great injustice, they may appeal such recommendation to the Joint Industry Safety Committee as hereinafter provided.

"(c) *Review and Revision*

"In order to carry out the intent and purposes of the agreement affecting the Federal Mine Safety Code it is agreed that representatives of the United Mine Workers of America and the coal operators signatory hereto shall hold joint consultations with the United States Bureau of Mines looking toward review and appropriate revision of the Federal Mine Safety Code. Any revised code that is agreed upon between the aforementioned parties, when adopted by the parties, shall be adopted and incorporated by reference into this Agreement in place of the code adopted and incorporated in the National Bituminous Coal Wage Agreement of 1950 and continued under this Agreement.

"(d) *Joint Industry Safety Committee*

"There is hereby established under this Agreement a Joint Industry Safety Committee composed of four members, two of whom will be appointed by the Mine Workers and two of whom will be ap-

pointed by the Operators, whose duty it shall be to (1) arbitrate any appeal which is filed with it by any Operator or any mine worker who feels that any reported violations of the Code and recommendation of compliance by a Federal Coal Mine Inspector has not been justly reported or that the action required of him to correct the violation would subject him to irreparable damage or great injustice; and (2) to consult with the U. S. Bureau of Mines in accordance with the provisions of Section (c) above.

"(e) *Mine Safety Committee*

"At each mine there shall be a Mine Safety Committee selected by the local union. The Committee members while engaged in the performance of their duties shall be paid by the local union, but shall be deemed to be acting within the scope of their employment in the mine within the meaning of the Workmen's Compensation law of the state where such duties are performed.

"The Mine Safety Committee may inspect any mine development or equipment used in producing coal. If the Committee believes conditions found endanger the life and bodies of the mine workers, it shall report its findings and recommendations to the management. In those special instances where the Committee believes an immediate danger exists and the Committee recommends that the management remove all mine workers from the unsafe area, the Operator is required to follow the recommendation of the Committee.

"If the Safety Committee in closing down an unsafe area acts arbitrarily and capriciously, members of such Committee may be removed from the Committee. Grievances that may arise as a result of a request for removal of a member of the Safety Committee under this section shall be handled in accordance with the provisions providing for settlement of disputes.

"The Safety Committee and Operators shall maintain such records concerning inspections, findings, recommendations, and actions relating to this provision of the Agreement as may be required, and copies of all reports made by the Safety Committee shall be filed with the Operators.

"(f) 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, provided it shall give proper notice to each district."

UNITED MINE WORKERS OF AMERICA WELFARE AND RETIREMENT FUND OF 1950

Amend the first printed paragraph of subsection A of this clause by striking out all of the second sentence beginning with the word "During" and ending after the word "sale" and inserting in lieu thereof the following: "During the life of this agreement there shall be paid into such Fund by each Operator signatory hereto the sum of forty cents (40c) per ton of two thousand (2,000) pounds on each ton of bituminous coal produced by such Operator for use or for sale. On all bituminous coal procured or acquired by any signatory Operator for use or for sale, (i.e., all bituminous coal other than that produced by such signatory Operator) there shall, during the life of this Agreement, be paid into such Fund by each such Operator signatory hereto or by any subsidiary or affiliate of such Operator signatory hereto the sum of eighty cents (80c) per ton of two thousand (2,000) pounds on each ton of such bituminous coal so procured or acquired on which the aforesaid sum of forty cents (40c) per ton had not been paid into said Fund prior to such procurement or acquisition.

Amend the eleventh printed paragraph of subsection A by substituting a semicolon for the period at the end of the first sentence and adding the following: "together with a monthly statement showing the full amount due hereunder on all bituminous coal procured or acquired from any mine, preparation plant or facility other than those owned or operated by such signatory Operator, all as hereinabove set out and provided."

Amend the second sentence of the thirteenth printed paragraph of subsection A by inserting a comma after the word "mine" and then adding the following: "preparation plant or other facility" and further amend the thirteenth paragraph by striking out the words "obligation hereunder" at the end of the paragraph and substituting in lieu thereof the following: "any of the obligations hereunder."

APPLICATION OF CONTRACT TO COAL LANDS

Amend the section denominated "Application of Contract to Coal Lands" by striking out the language of that section and inserting in lieu thereof the following:

"As part of the consideration for this agreement, the Operators signatory hereto agree that this Agreement covers the operation of all of 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 the term of this Agreement) be put into production or use. The Operators agree that they will not lease, license or contract out any coal lands, coal producing or coal preparation facilities for the purpose of avoiding the application of this Agreement or any section, paragraph or clause thereof."

WAGES AND HOURS

Amend the "WAGES AND HOURS" section of the National Bituminous Coal Wage Agreement of 1950 by striking out all of the language and substituting the following:

"(a) For all inside employees a work day of eight hours from portal to portal is established including a staggered thirty minutes for lunch, and without any intermission or suspension of operation throughout the day. For inside day workers these eight hours shall be paid for at straight time rate. Overtime beyond eight hours per day and forty hours per week shall be paid for at time and one-half with no pyramiding of overtime. Straight time rates for inside day workers shall be the total daily normal shift earnings for eight hours divided by eight (8) hours.

"(b) For all outside employees except those covered in paragraph (c) hereof (Including all strip mine and coke oven employees), a work day of seven hours and fifteen minutes is established including a staggered thirty minutes for lunch, and without any intermission or suspension of operations throughout the day. These seven hours and fifteen minutes shall be paid for at straight time rate. Overtime beyond seven hours and fifteen minutes per day and thirty-six and one-quarter hours per week 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 hours and fifteen minutes divided by seven and one-quarter (7.25) hours.

"(c) For all outside continuous employees who are engaged at power houses, sub-stations and pumps operating continuously for twenty-four (24) hours daily, and hoisting engineers, a work day of eight hours is established including a staggered thirty minutes for lunch and without any intermission or suspension of operations throughout the day. These eight hours shall be paid for at straight time rate. Overtime beyond eight hours per day and forty hours per week shall be paid for at time and one-half 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 hours divided by eight (8) hours.

"(d) All mine workers, whether employed by the month, day or tonnage, yardage, deadwork or footage rate, shall receive, effective April 2, 1964, fifteen dollars and twenty-five cents ($15.25) per day in addition to that provided for in the contract which expired March 31, 1946, and effective January 1, 1965, sixteen dollars and twenty-five cents ($16.25) per day in addition to that provided for in the contract which expired March 31, 1946.

"(e) Employees who are required to work on holidays shall be paid at double time or double rates. The following holidays shall be observed: New Year's Day, April 1st, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If one of the foregoing holidays falls on Sunday, it shall be celebrated the following Monday and if one of the foregoing holidays falls on Saturday, it shall be celebrated on the preceding Friday.

"(f) Rockdusting shall be done at the expense of the coal operator.

"(g) It is understood and agreed that roof bolters will be paid the same day rates paid to drillers and shooters on mechanical crews.

"(h) Work performed on Saturday shall be paid for at time and one-half or rate and one-half. Work performed on Sunday shall be paid for at double time or double rates. No coal will be produced or processed on Sunday, but the Operator shall be permitted to load previously mined and processed coal for shipment on Sunday, 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.

"The Operator shall have the right to schedule maintenance crews, powerhouse and sub-station 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 days of the work week (except continuous hoisting engineers as now provided in subsection (c) 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."

VACATION PAYMENT

Amend the "VACATION PAYMENT" section of the National Bituminous Coal Wage Agreement of 1950 by striking out the language of the section and substituting the following:

"An annual vacation of fourteen days shall be the rule of the industry. To assure consumers of a continued supply of coal and extend employment opportunities, the two separate vacation periods shall be as follows:

"Beginning at the start of the morning shift on Saturday, June 27, 1964, and ending at the beginning of the morning shift on Saturday, July 11, 1964; or beginning at the start of the morning shift on Saturday, July 11, 1964, and ending at the beginning of the morning shift on Saturday, July 25, 1964.

"Beginning at the start of the morning shift on Saturday, June 26, 1965, and ending at the beginning of the morning shift on Saturday, July 10, 1965; or beginning at the start of the morning shift on Saturday, July 10, 1965, and ending at the beginning of the morning shift on Saturday, July 24, 1965.

"The operator 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 Union District in which the mine or mines are located by May 15.

"Day men required to work during either of these periods at coke plants and other necessarily continuous operations or on emergency or repair work shall have vacations of the same duration at other agreed periods.

"All employees with a record of one year's standing from June 1, 1963, to May 31, 1964, shall receive as compensation for the 1964 vacation period the sum of $225.00 and all employees with a record of one year's standing from June 1, 1964, to May 31, 1965, shall receive as compensation for the 1965 vacation period the sum of $225.00 with the following exception: Employees who enter or return from the armed services to their jobs during the qualifying period shall receive the $225.00 vacation payment.

"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.

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

"The vacation payment shall be made on the last pay day immediately preceding the beginning of the respective vacation periods, except those 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 empolyees his pro rata share of vacation payment on the day of such sale, assignment or lease.

"Failure of any operator signatory hereto to make full and prompt payment of the amounts required hereby, in the manner and on the dates herein provided, shall at the option of the United Mine Workers of America, be deemed a violation of this Agreement. This obligation of each Operator signatory hereto which is several and not joint, to so pay such sums, shall be a direct and continuing obligation of said Operator 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, sub-leased, assigned or otherwise disposed of for the purpose of avoiding the obligation hereunder."

SETTLEMENT OF LOCAL AND DISTRICT DISPUTES

Amend the "SETTLEMENT OF LOCAL AND DISTRICT DISPUTES" section of the National Bituminous Coal Wage Agreement of 1950 by striking out all of said section below the caption and inserting in lieu thereof the following:

"Should differences arise between the Mine Workers and the Operators 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 be made to settle such differences immediately.

1. Between the aggrieved party and the mine management.

2. Through the management of the mine and the Mine Committee.

3. Through District representatives of the United Mine Workers of America and a commissioner representative (where employed) of the coal company.

4. By a board consisting of four members, two of whom shall be designated by the Mine Workers and two by the Operators. Neither the Mine Workers' representatives on the board nor the Opera-

tors' representatives on the board shall be the same persons who participated in steps (1), (2), or (3) of this procedure.

5. Should the board fail to agree the matter shall, within thirty (30) days after decision by the board, be referred to an umpire to be mutually agreed upon by the Operator or Operators affected and by the duly designated representatives of the United Mine Workers of America, and the umpire so agreed upon shall expeditiously and without delay decide said case. The decision of the umpire shall be final. Expenses and salary incident to the services of an umpire shall be paid equally by the Operator or Operators affected and by the Mine Workers.

"A decision reached at any stage of the proceedings above outlined shall be binding on both parties hereto and shall not be subject to reopening by any other party or branch of either association except by mutual agreement."

DISCHARGE CASES

Amend the "DISCHARGE CASES" section of the Appalachian Joint Wage Agreement of June 19, 1941, as carried forward in the National Bituminous Coal Wage Agreement of 1950 by striking all of the language of that section and substituting the following:

"When a mine worker has been discharged from his employment and he believes he has been unjustly dealt with, it shall be a case under the 'Settlement of Local and District Disputes' clause. In all discharge cases should it be decided under the rules of this Agreement that an injustice has been dealt the mine worker, the Operator shall reinstate and compensate him at the rate based on the earning of said mine worker prior to such discharge. Provided, however, that such case shall be taken up within five days from the date of discharge."

SENIORITY

Amend the "SENIORITY" section of the National Bituminous Coal Wage Agreement of 1950 as amended September 29, 1952, by striking out the present language of that section and substituting the following:

"1. Seniority at the mine shall be recognized in the industry on the following basis: Length of service and qualification to perform the work.

"2. In all cases where the working force is to be reduced, employees with the greatest seniority shall be retained providing they are qualified to perform the work.

"3. 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 paragraph one.

"4. 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.

"5. Employees who are granted a leave of absence in order to serve as a district or International officer shall retain their seniority earned prior to their layoff and will continue to accrue seniority while serving in the capacity of union officer.

"6. Employees who are promoted to a supervisory position exempt from coverage under this Agreement for a period in excess of four months shall retain their original seniority as of the date of their promotion, but will not accumulate any seniority for the time spent in such supervisory position.

"7. 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 in said panel, shall sacrifice his seniority rights at the operation and shall have his name removed from the panel list.

"8. The superintendent of the mine and the secretary of the local union shall be joint custodians of the panel records. It shall be the obligation of the employee to keep the custodians advised of any change of address. Notice to the last known address by certified mail shall be sufficient notice of recall. Failure to respond within a reasonable time shall be sufficient reason to remove him from the panel.

"9. Grievances which arise under the provisions of this section shall be processed under the 'Settlement of Local and District Disputes' clause of this agreement."

BATHHOUSE OR WASHROOM

There shall be no charge by the operator for use of a bathhouse or washroom.

HELPERS

On each face production crew the mine operator shall designate one of the crew members as helper who, when directed, shall operate either a loading machine or any type of continuous mining equipment in the absence of the operator, but when not operating the machine shall perform such other duties as directed by the mine operator.

It is understood that the working crew is not to be increased by designation of a member as helper. The helper shall be paid the machine operator's rate for the time spent performing the duties of a machine operator.

NEW MACHINERY

The right to install and operate new types of equipment is recognized. It is agreed that upon installation of new types of equipment not already in use in the industry for which no wage rates are now established the rates for operating such equipment shall be established by agreement between the management of the mine and—subject to the approval of the International Union—the president of the United Mine Workers' District in which the new type of equipment is operated.

TERMINATION OF AGREEMENT

Amend the "TERMINATION OF AGREEMENT" section of the National Bituminous Coal Wage Agreement of 1950 by striking out the present language and inserting in lieu thereof the following:

"This amended agreement dated March 23, 1964 shall be effective April 2, 1964, and is not subject to termination by any party signatory hereto prior to March 31, 1966, 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 31, 1966, by giving at least sixty (60) days' written notice to the other party of such desired termination date."

IN WITNESS WHEREOF, each of the parties signatory hereto, pursuant to proper authority, has caused this Agreement, effective April 2, 1964, to be signed by its proper officers or representatives at Washington, District of Columbia, on this 23rd day of March, 1964.

UNITED MINE WORKERS OF AMERICA

W. A. BOYLE, *President* **R. O. LEWIS** *Vice-President* **JOHN OWENS,** *Secretary-Treasurer*

District No. 2—John Ghizzoni
District No. 3—Ewing Watt
District No. 4—John L. Mayo
District No. 5—Joseph Yablonski
District No. 6—Adolph Pacifico
District No. 8—Elias Dayhuff
District No. 10—Sam Nicholls
District No. 11—Ernest Goad
District No. 12—Joseph Shannon
District No. 14—Henry Allai
District No. 15—Fred K. Hefferly
District No. 17—R. R. Humphreys
District No. 19—William J. Turnblazer
District No. 20—Thomas N. Crawford
District No. 21—David Fowler
District No. 22—Frank M. Stevenson
District No. 23—Neil Beam
District No. 27—R. J. Boyle
District No. 28—Carson Hibbitts
District No. 29—George J. Titler
District No. 30—C. E. Beane
District No. 31—C. J. Urbaniak

OPERATORS

BITUMINOUS COAL OPERATORS' ASSOCIATION

Central Pennsylvania Coal Producers' Association
Northern Panhandle of West Virginia Coal Operators' Association
Northern West Virginia Coal Association
Ohio Coal Association
Western Pennsylvania Coal Operators' Association

Amherst Coal Company
Bishop Coal Company
Clinchfield Coal Company, Division of The Pittston Company
Consolidation Coal Company
Eastern Gas & Fuel Associates
Itmann Coal Company
Oglebay-Norton Company (Brule Mine)
Omar Mining Company
Slab Fork Coal Company
Stonega Coke & Coal Company
Westmoreland Coal Company
Winding Gulf Coals, Inc.
Rochester and Pittsburgh Coal Company

SOUTHERN COAL PRODUCERS' ASSOCIATION

Kanawha Coal Operators' Association

Ashland Mining Corporation
Beatrice Pocahontas Company
Boone County Coal Corporation
Cedar Creek Mining Company
Crystal Block Coal and Coke Company
Eastern Coal Corporation
Elkay Mining Company
Harman Mining Corporation
Imperial Smokeless Coal Company
Island Creek Coal Company
Kentland-Elkhorn Coal Corporation
National Coal Mining Company
Premier Pocahontas Company
Princess Coals, Incorporated
Raleigh Eagle Coal Company
Red Bird Mining Company
Right Beaver Coal Company
Russell Fork Coal Company
Sewell Coal Company
Snap Creek Coal Company
Stephens Elkhorn Fuel Corporation
Sterling Smokeless Coal Company
United Pocahontas Coal Company

Alabama Commercial Coal Operators' Association
Arkansas-Oklahoma Coal Operators' Association
Illinois Coal Operators' Association
Indiana Coal Operators' Association
Indiana Coal Producers' Association
Southwestern Interstate Coal Operators' Association
Western Kentucky Coal Producers' Association

National Bituminous Coal Wage Agreement of 1950 as Amended Effective April 1, 1966

WHEREAS on September 29, 1952, and at various dates subsequent thereto, certain coal associations, companies and individuals (generally referred to as "Operators"), in their association, company and individual names and capacities, executed with the United Mine Workers of America an Agreement denominated "National Bituminous Coal Wage Agreement of 1950 as Amended September 29th, 1952"; and said Operators, signatory to this Agreement, have now negotiated with the United Mine Workers of America certain additional amendments to said "National Bituminous Coal Wage Agreement of 1950" and it is the agreement and intent of all parties hereto to amend and supplement and as amended and supplemented to carry forward and preserve the terms and conditions of said "National Bituminous Coal Wage Agreement of 1950 as Amended September 29th, 1952", said "National Bituminous Coal Wage Agreement of 1950", and all previous Agreements as therein provided:

NOW, THEREFORE, THIS AGREEMENT, effective April 1, 1966, by and between the coal operators, associations, companies and individuals signatory hereto and by and between such other and additional associations, companies and individuals as may hereafter become signatory hereto (hereinafter referred to as "Operators"), as parties of the first part, and the International Union, United Mine Workers of America (hereinafter referred to as "Mine Workers") on behalf of each member thereof, as party of the second part, covering all of the bituminous coal mines owned or operated by said first parties, amends, modifies and supplements and, as amended, modified and supplemented, carries forward and preserves the terms and conditions of the "National Bituminous Coal Wage Agreement of 1950 as amended September 29, 1952", the "National Bituminous Coal Wage Agreement of 1950", and all previous Agreements as therein provided, such amendments, modifications and supplements being as follows, to wit:

MINE SAFETY PROGRAM

Amend the "MINE SAFETY PROGRAM" section of the Agreement by striking out all of the language and inserting in lieu thereof the following:

"(a) *Mine Safety Code*

"The Federal Mine Safety Codes for Bituminous Coal and Lignite Mines of the United States, Part I-underground mines and Part II-strip mines, promulgated and approved October 8, 1953, by the Secretary of the Interior are hereby adopted and incorporated by reference in this contract as a code for health and safety in bituminous and lignite mines of the parties of the first part.

"(b) *Enforcement*

"(1) Reports of the federal coal mine inspectors: Whenever inspectors of the United States Bureau of Mines, in making their inspections in accordance with authority as provided in Public Law 49 and Public Law 552 find there are violations of the Federal Mine Safety Code and make recommendations for the elimination of such noncompliance, the operators shall promptly comply with such recommendations, except as modified in pararaph two of this subsection.

"(2) Whenever either party to the contract feels that compliance with the recommendations of the federal mine inspectors as provided above would cause irreparable damage or great injustice, they may appeal such recommendation to the Joint Industry Safety Committee as hereinafter provided.

"(c) *Review and Revision*

"In order to carry out the intent and purposes of the agreement affecting the Federal Mine Safety Code it is agreed that representatives of the United Mine Workers of America and the coal operators signatory hereto shall hold joint consultations with the United States Bureau of Mines looking toward review and appropriate revision of the Federal Mine Safety Code. Any revised code that is agreed upon between the aforementioned parties, when adopted by the parties, shall be adopted and incorporated by reference into this Agreement in place of the code adopted and incorporated in the National Bituminous Coal Wage Agreement of 1950 and continued under this agreement.

"(d) *Joint Industry Safety Committee*

"There is hereby established under this agreement a Joint Industry Safety Committee composed

Exhibit AA

of four members, two of whom will be appointed by the Mine Workers and two of whom will be appointed by the operators, whose duty it shall be to (1) arbitrate any appeal which is filed with it by any operator or any mine worker who feels that any reported violations of the code and recommendation of compliance by a federal coal mine inspector has not been justly reported or that the action required of him to correct the violation would subject him to irreparable damage or great injustice; and (2) to consult with the United States Bureau of Mines in accordance with the provisions of Section (c) above.

"(e) *Mine Safety Committee*

"At each mine there shall be a mine safety committee selected by the local union. The committee members while engaged in the performance of their duties, with the following exception, shall be paid by the local union. When the mine safety committee is making an investigation of an explosion and/or a disaster, they shall be paid by the company at their regular rate of pay for the hours spent making such investigation, provided there is not a more favorable local agreement or practice already in effect. 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 Workmen's Compensation law of the state where such duties are performed.

"The mine safety committee may inspect any mine development or equipment used in producing coal. If the committee believes conditions found endanger the life and bodies of the mine workers, it shall report its findings and recommendations to the management. In those special instances where the committee believes an immediate danger exists and the committee recommends that the management remove all mine workers from the unsafe area, the operator is required to follow the recommendation of the committee.

"If the safety committee in closing down an unsafe area acts arbitrarily and capriciously, members of such committee may be removed from the committee. Grievances that may arise as a result of a request for removal of a member of the safety committee under this section shall be handled in accordance with the provisions providing for settlement of disputes.

"The safety committee and operators shall maintain such records concerning inspections, findings, recommendations, and actions relating to this provision of the agreement as may be required, and copies of all reports made by the safety committee shall be filed with the operators.

"(f) 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, provided it shall give proper notice to each district."

UNITED MINE WORKERS OF AMERICA WELFARE AND RETIREMENT FUND OF 1950

Amend the first printed paragraph of subsection A of this clause by striking out all of the second sentence beginning with the word "During" and ending after the word "sale" and inserting in lieu thereof the following: "During the life of this agreement there shall be paid into such Fund by each operator signatory hereto the sum of forty cents (40¢) per ton of two thousand (2,000) pounds on each ton of bituminous coal produced by such Operator for use or for sale. On all bituminous coal procured or acquired by any signatory Operator for use or for sale, (i.e., all bituminous coal other than that produced by such signatory Operator) there shall, during the life of this agreement, be paid into such Fund by each such Operator signatory hereto or by any subsidiary or affiliate of such Operator signatory hereto the sum of eighty cents (80¢) per ton of two thousand (2,000) pounds on each ton of such bituminous coal so procured or acquired on which the aforesaid sum of forty cents (40¢) per ton had not been paid into said Fund prior to such procurement or acquisition. 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 final decision that the provision appearing in the sentence just preceding, providing for the payment by signatory operators of eighty cents (80¢) per ton under certain prescribed conditions, is invalid or in violation of the National Labor Relations Act, as amended, or other federal or state law, the parties shall, at the option of and upon demand by party of the second part, 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 provisions found invalid or unlawful."

Amend the eleventh printed paragraph of subsection A by substituting a semicolon for the period at the end of the first sentence and adding the following: "together with a monthly statement show-

ing the full amount due hereunder on all bituminous coal procured or acquired from any mine, preparation plant or facility other than those owned or operated by such signatory Operator, all as hereinabove set out and provided."

Amend the second sentence of the thirteenth printed paragraph of subsection A by inserting a comma after the word "mine" and then adding the following: "preparation plant or other facility" and further amend the thirteenth paragraph by striking out the words "obligation hereunder" at the end of the paragraph and substituting in lieu thereof the following: "any of the obligations hereunder."

APPLICATION OF CONTRACT TO COAL LANDS

Amend the section denominated "Application of Contract to Coal Lands" by striking out the language of that section and inserting in lieu thereof the following:

"As part of the consideration for this agreement, the Operators signatory hereto agree that this agreement covers the operation of all of 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 the term of this agreement) be put into production or use. The Operators agree that they will not lease, license or contract out any coal lands, coal producing or coal preparation facilities for the purpose of avoiding the application of this agreement or any section, paragraph or clause thereof."

WAGES AND HOURS

Amend the "WAGES AND HOURS" section of the National Bituminous Coal Wage Agreement of 1950 by striking out all of the language and substituting the following:

"(a) For all inside employees a work day of eight hours from portal to portal is established including a staggered thirty minutes for lunch, and without any intermission or suspension of operation throughout the day. For inside day workers these eight hours shall be paid for at straight time rate. Overtime beyond eight hours per day and forty hours per week shall be paid for at time and one-half with no pyramiding of overtime. Straight time rates for inside day workers shall be the total daily normal shift earnings for eight hours divided by eight (8) hours.

"(b) For all outside employees except those covered in paragraph (c) hereof (including all strip mine and coke oven employees), a work day of seven hours and fifteen minutes is established including a staggered thirty minutes for lunch, and without any intermission or suspension of operations throughout the day. These seven hours and fifteen minutes shall be paid for at straight time rate. Overtime beyond seven hours and fifteen minutes per day and thirty-six and one-quarter hours per week 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 hours and fifteen 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 hours provided overtime is paid for work in excess of seven hours and fifteen minutes per day.

"(c) For all outside continuous employees who are engaged at powerhouses, sub-stations and pumps operating continuously for twenty-four (24) hours daily, and hoisting engineers, a work day of eight hours is established including a staggered thirty minutes for lunch and without any intermission or suspension of operations throughout the day. These eight hours shall be paid for at straight time rate. Overtime beyond eight hours per day and forty hours per week shall be paid for at time and one-half 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 hours divided by eight (8) hours.

"(d) The day rate for inside electrician, mechanic and continuous mining machine operator shall be increased one dollar and thirty-two cents ($1.32) per day effective April 1, 1966, and shall be not less than thirty dollars ($30.00). The traditional differential in UMWA District 20 and District 23 shall continue.

"(e) All mine workers other than those covered by section (d) above, whether employed by the month or day, shall receive effective April 1, 1966, seventeen dollars and twenty-five cents ($17.25) per day in addition to that provided for in the contract which expired March 31, 1946.

"(f) The following eight holidays shall be observed: New Year's Day, April 1st, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day. If any of the foregoing holidays falls on Sunday, it shall be celebrated the following Monday. Employees who work

on the foregoing holidays shall be paid at triple time or triple rates. Employees who do not work on the foregoing holidays will be paid straight time or straight rate, provided such employee worked his last scheduled day prior to and his first scheduled day following the holiday, unless failure to so work was due to good cause. 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. Payment for holidays not worked shall be included with pay for the next pay period following the holiday.

"(g) Rockdusting shall be done at the expense of the coal operator.

"(h) It is understood and agreed that roof bolters will be paid the same day rates paid to drillers and shooters on mechanical crews.

"(i) Work performed on Saturday shall be paid for at time and one-half or rate and one-half. 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 foregoing holidays but the operator shall be permitted to load previously mined and processed coal for shipment on Sunday or on the foregoing 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 the foregoing holidays.

"The operator shall have the right to schedule maintenance crews, powerhouse and sub-station 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 days of the work week (except continuous hoisting engineers as now provided in subsection (c) 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.

"(j) Amend the National Bituminous Coal Wage Agreement of 1945 to provide: 'Employees scheduled for and starting work on the second shift, whether paid by the day or by the ton, shall be paid eight cents additional for each hour employed. Employees scheduled for and starting work on the third shift, whether paid by the day or by the ton, shall be paid ten cents additional for each hour employed. Shift differentials shall be considered part of the regular rate of pay in the calculation of overtime or premium rates.'

"(k) Amend the Appalachian Joint Wage Agreement of 1941 to provide: 'When day men go into the mine in the morning, they shall be entitled to four hours' pay whether or not the mine works the full four hours, but after the first four hours, the men shall be paid for every hour thereafter by the hour, for each hour's work or fractional part thereof. If, for any reason, the regular routine work can not be furnished inside day men, the employer may furnish other than the regular work.'"

VACATION PAYMENT

Amend the "VACATION PAYMENT" section of the National Bituminous Coal Wage Agreement of 1950 by striking out the language of the section and substituting the following:

"An annual vacation of fourteen days shall be the rule of the industry. To assure consumers of a continued supply of coal and extend employment opportunities, the two separate vacation periods shall be as follows:

"Beginning at the start of the morning shift on Saturday, June 25, 1966, and ending at the beginning of the morning shift on Saturday, July 9, 1966; or beginning at the start of the morning shift on Saturday, July 9, 1966, and ending at the beginning of the morning shift on Saturday, July 23, 1966.

"Beginning at the start of the morning shift on Saturday, June 24, 1967, and ending at the beginning of the morning shift on Saturday, July 8, 1967; or beginning at the start of the morning shift on Saturday, July 8, 1967, and ending at the beginning of the morning shift on Saturday, July 22, 1967.

"Beginning at the start of the morning shift on Saturday, June 22, 1968, and ending at the beginning of the morning shift on Saturday, July 6, 1968; or beginning at the start of the morning shift on Saturday, July 6, 1968, and ending at the beginning of the morning shift on Saturday, July 20, 1968.

"The operator 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.

"Day men required to work during either of these periods at coke plants and other necessarily continuous operations or on emergency or repair work shall have vacations of the same duration at another agreed period of fourteen consecutive days.

"To further assure a continued supply of coal and extend employment opportunities any operator signatory hereto may operate his mine without interruption and schedule vacations of 14 consecutive days for each employee at his mine during the 1967 and 1968 calendar years. In the event the operator elects to operate his mine without interruption in 1967 and 1968, he must file a written declaration with the president of the respective UMWA district in which the mine is located by January 1.

"Should the operator elect to operate his mine without interruption in 1967 and 1968, vacation period shall be scheduled by the company at the times desired by individual employees so long as this does not affect the operation of the mine. 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 advance notice of his scheduled vacation as practicable.

"All employees with a record of one year's standing from June 1, 1965 to May 31, 1966, shall receive as compensation for the 1966 vacation period the sum of ten times the employee's day wage rate; and all employees with a record of one year's standing from June 1, 1966, to May 31, 1967, shall receive as compensation for the 1967 vacation period the sum of ten times the employee's day wage rate; and all employees with a record of one year's standing from June 1, 1967 to May 31, 1968, shall receive as compensation for the 1968 vacation period the sum of ten 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 sum of ten times the employee's day wage rate. The employee's day wage rate will be the rate paid at the time the vacation payment is due.

"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.

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

"The vacation payment shall be made on the last pay day immediately preceding the beginning of the respective vacation periods or in 1967 and in 1968 on the pay day immediately preceding the beginning of the individual employee's vacation period, except those 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.

"Failure of any operator signatory hereto to make full and prompt payment of the amounts required hereby, in the manner and on the dates herein provided, shall at the option of the United Mine Workers of America, be deemed a violation of this agreement. This obligation of each operator signatory hereto which is several and not joint, to so pay such sums, shall be a direct and continuing obligation of said operator 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, sub-leased, assigned or otherwise disposed of for the purpose of avoiding the obligation hereunder."

SETTLEMENT OF LOCAL AND DISTRICT DISPUTES

Amend the "SETTLEMENT OF LOCAL AND DISTRICT DISPUTES" section of the National Bituminous Coal Wage Agreement of 1950 by striking out all of said section below the caption and inserting in lieu thereof the following:

"Should differences arise between the Mine Workers and the Operators 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 be made to settle such differences immediately.

1. Between the aggrieved party and the mine management.

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

3. Through district representatives of the United Mine Workers of America and a commissioner representative (where employed) of the coal company.

4. By a board consisting of four members, two of whom shall be designated by the Mine Workers and two by the Operators. Neither the Mine Workers' representatives on the board nor the Operators' representatives on the board shall be the same persons who participated in steps (1), (2), or (3) of this procedure.

5. Should the board fail to agree the matter shall, within thirty (30) days after decision by the board, be referred to an umpire to be mutually agreed upon by the Operator or Operators affected and by the duly designated representatives of the United Mine Workers of America, and the umpire so agreed upon shall expeditiously and without delay decide said case. The decision of the umpire shall be final. Expenses and salary incident to the services of an umpire shall be paid equally by the Operator or Operators affected and by the Mine Workers.

"A decision reached at any stage of the proceedings above outlined shall be binding on both parties hereto and shall not be subject to reopening by any other party or branch of either association except by mutual agreement."

DISCHARGE CASES

Amend the "DISCHARGE CASES" section of the Appalachian Joint Wage Agreement of June 19, 1941, as carried forward in the National Bituminous Coal Wage Agreement of 1950 by striking all of the language of that section and substituting the following:

"When a mine worker has been discharged from his employment and he believes he has been unjustly dealt with, it shall be a case under the 'Settlement of Local and District Disputes' clause. In all discharge cases should it be decided under the rules of this agreement that an injustice has been dealt the mine worker, the operator shall reinstate and compensate him at the rate based on the earning of said mine worker prior to such discharge. Provided, however, that such case shall be taken up within five days from the date of discharge."

SENIORITY

Amend the "SENIORITY" section of the National Bituminous Coal Wage Agreement of 1950 as amended effective April 2, 1964 by striking out the present language of that section and substituting the following:

"1. Seniority at the mine shall be recognized in the industry on the following basis: Length of service and qualification to perform the work.

"2. In all cases where the working force is to be reduced, employees with the greatest seniority shall be retained providing they are qualified to perform the work.

"3. 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 paragraph one.

"4. 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.

"5. Employees will be granted a leave of absence in order to serve as a district or international officer or representative and shall retain their seniority earned prior to their layoff and will continue to accrue seniority while serving in the capacity of union officer or representative. This provision is retroactive to April 1, 1964.

"6. Employees who are promoted to a supervisory position exempt from coverage under this agreement for a period in excess of four months shall retain their original seniority as of the date of their promotion, but will not accumulate any seniority for the time spent in such supervisory position.

"7. When a permanent vacancy is filled at a mine where shift rotation is not practiced, such vacancy shall be filled in accordance with the provisions of Section 1 under SENIORITY.

"8. Hereafter when a mine is abandoned or closed, the employees laid off at this mine shall at their request be placed on the panel of the mine or mines in the same UMWA district operated by the same company which operated the closed mine. The seniority of any such employee shall commence at the time of his being employed at the mine to which he has been transferred. Should such closed or abandoned mine be reopened, the employee will be permitted to return to the former mine with full accumulated seniority therein.

"9. 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 in said panel, shall sacrifice his seniority rights at the operation and shall have his name removed from the panel list.

"10. The superintendent of the mine and the secretary of the local union shall be joint custodians of the panel records. It shall be the obligation of the employee to keep the custodians advised of any change of address. Notice to the last known address by certified mail shall be sufficient notice of recall. Failure to respond within a reasonable time shall be sufficient reason to remove him from the panel.

"11. Grievances which arise under the provisions of this section shall be processed under the 'Settlement of Local and District Disputes' clause of this agreement."

BATHHOUSE OR WASHROOM

There shall be no charge by the operator for use of a bathhouse or washroom; however, where bathhouses or washrooms are not furnished by the operator, other satisfactory arrangements will be made between the operator and local union.

BULLETIN BOARDS

The operator 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.

COMPULSORY RETIREMENT

No operator signatory to this agreement will have a policy of compulsory retirement based solely on age for the employees covered by this agreement.

HELPERS

On each face production crew the mine operator shall designate one of the crew members as helper who, when directed, shall operate either a loading machine or any type of continuous mining equipment in the absence of the operator, but when not operating the machine shall perform such other duties within the working section as directed by the mine operator. It is understood that the working crew is not to be increased by designation of a member as a helper. It is further understood that it is the intent of the parties that a member of the face production crew, other than the operator, shall be within sight or hearing of the loading machine or continuous mining equipment when said equipment is actively engaged in the production or loading of coal. The designated helper shall be paid the cutting and shearing machine operator's rate. The helper shall be paid the machine operator's rate for the time spent performing the duties of a machine operator.

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.

NEW MACHINERY

The right to install and operate new types of equipment is recognized. It is agreed that upon installation of new types of equipment not already in use in the industry for which no wage rates are now established the rates for operating such equipment shall be established by agreement between the management of the mine and—subject to the approval of the International Union—the president of the UMWA district in which the new type of equipment is operated.

TONNAGE RATES

Amend the "BASIC TONNAGE RATES" section and Schedule A of the Appalachian Joint Wage Agreement of 1941 by striking out the language of that section and substituting the following:

"Hand loaders employed on a tonnage rate basis will be paid a tonnage rate to be negotiated between the company and the president of the UMWA district in which the company operates subject to the approval of the International Union."

WORK JURISDICTION

The following work shall be performed either by the operator under the terms of this agreement or by another employer using members of the United Mine Workers of America: all hauling of coal, overburden, mine refuse in or about the mine, including hauling to a screening, crushing, washing or other

preparation facility, or other contiguous mine-related operation, except where such work is performed by employees of the operator represented by another certified collective bargaining agent.

TERMINATION OF AGREEMENT

Amend the "TERMINATION OF AGREEMENT" section of the National Bituminous Coal Wage Agreement of 1950 by striking out the present language and inserting in lieu thereof the following:

"This amended agreement dated April 27, 1966, shall be effective April 1, 1966 and is not subject to termination by any party signatory hereto prior to September 30, 1968, PROVIDED, HOWEVER, That either the parties of the first part or the party of the second part may terminate this agreement on or after September 30, 1968, by giving at least sixty (60) days' written notice to the other party of such desired termination date."

IN WITNESS WHEREOF, each of the parties signatory hereto, pursuant to proper authority, has caused this agreement, effective April 1, 1966, to be signed by its proper officers or representatives at Washington, District of Columbia, on this 27th day of April, 1966.

UNITED MINE WORKERS OF AMERICA

W. A. BOYLE, *President* **GEORGE J. TITLER,** *Vice President* **JOHN OWENS,** *Secretary-Treasurer*

District No. 2—Harvey Younker
District No. 3—Ewing Watt
District No. 4—John P. Cassidy
District No. 5—Joseph Yablonski
District No. 6—Thomas A. Williams
District No. 8—Elias Dayhuff
District No. 10—Sam Nicholls
District No. 11—Ernest Goad
District No. 12—Joe Shannon
District No. 14—Henry Allai
District No. 15—Fred K. Hefferly
District No. 17—R. R. Humphreys
District No. 19—William J. Turnblazer
District No. 20—Thomas N. Crawford
District No. 21—David Fowler
District No. 22—Frank M. Stevenson
District No. 23—Louis Austin
District No. 27—R. J. Boyle
District No. 28—Carson Hibbitts
District No. 29—Larkin S. Philpott
District No. 30—C. E. Beane
District No. 31—C. J. Urbaniak

OPERATORS

Peabody Coal Company
Ayrshire Collieries Corporation
Gibraltar Coal Corporation

Bituminous Coal Operators' Association

Central Pennsylvania Coal Producers' Association
Northern Panhandle of West Virginia Coal Operators' Association
Northern West Virginia Coal Association
Ohio Coal Association
Western Pennsylvania Coal Operators' Association

Amherst Coal Company
Bell and Zoller Coal Company
Bishop Coal Company
Clinchfield Coal Company, Division of the Pittston Company
Coal Processing Corporation
Consolidation Coal Company
Eastern Associated Coal Corporation
Enos Coal Corporation
Freeman Coal Mining Corporation
Itmann Coal Company
Jewell Ridge Coal Corporation
North American Coal Corporation
Oglebay Norton Company (Brule Mine)
Old Ben Coal Corporation
Omar Mining Company
Rochester & Pittsburgh Coal Company
Slab Fork Coal Company
Stonefort Coal Mining Company, Inc.
The United Electric Coal Companies
Westmoreland Coal Company
Winding Gulf Coals, Inc.
Zeigler Coal & Coke Company

Alabama Commercial Coal Operators' Association
Arkansas-Oklahoma Coal Operators' Association
Southwestern Interstate Coal Operators' Association
Western Kentucky Coal Producers' Association
Southwestern Illinois Coal Corp.
Pittsburg & Midway Coal Mining Company
Yankeetown Dock Corporation

Southern Coal Producers' Association

Kanawha Coal Operators' Association
B. B. and N. Coal Company
Carbon Fuel Company
Imperial Colliery Company
Johnson and Wilson Trucking Company
Kelley's Creek Fuel Company, Inc.
L. & D. Coal Company
Milburn Colliery Company
Mynu Coals, Inc.
Oglebay Norton Company
Transport, Inc.
Valley Camp Coal Company, The
Westmoreland Coal Company
Youghiogheny and Ohio Coal Company, The

Ashland Mining Corporation
Beatrice Pocahontas Company
Boone County Coal Corporation
Buffalo Mining Company
Cedar Creek Mining Company
Crystal Block Coal and Coke Company
Eastern Coal Corporation
Elkay Mining Company
Harman Mining Corporation
Island Creek Coal Company
Kentucky-Carbon Corporation
National Coal Mining Company
Pocahontas Empire Coal Corporation
Jacobs Fork Division
Princess Coals, Inc.
Sewell Coal Company
Snap Creek Coal Company
Stephens Elkhorn Fuel Corp.
Sycamore Coal Company
United Pocahontas Coal Company

National Bituminous Coal Wage Agreement of 1968

EFFECTIVE OCTOBER 1, 1968

THIS AGREEMENT, made this 14th day of October, 1968, by and between the coal operators and associations signatory hereto, hereinafter referred to as Operators, parties of the first part, and the International Union, United Mine Workers of America, hereinafter referred to as Mine Workers, on behalf of each member thereof, party of the second part, covering all of the bituminous coal mines owned or operated by said first parties, amends, modifies, and supplements previous agreements as herein provided. This agreement (subject to the amendments, modifications and supplements as hereinafter provided) carries forward and preserves the terms and conditions of the Appalachian Joint Wage Agreement (dated June 19, 1941) effective April 1, 1941, to March 31, 1943, the Supplemental Six Day Work Week Agreement, the National Bituminous Coal Wage Agreement (dated April 11, 1945) effective April 1, 1945, and all the various district agreements executed between the United Mine Workers of America and the various operators and coal associations (based upon the aforesaid basic agreements) as they existed on March 31, 1946, subject to the terms and conditions of this agreement and as amended, modified and supplemented by this agreement as herein set out.

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 relationship in the bituminous coal industry and to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment to be observed between the parties, and shall cover the employment of persons employed in the bituminous coal mines covered by this agreement.

EXEMPTIONS UNDER THIS AGREEMENT

It is the intention of this agreement to reserve to management 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 operator, working at or from a district or local mine office, are exempt from this agreement.

All other employees working in or about the mines 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 supervisor employees during the life of this contract.

The operators 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.

Disputes arising under this section shall be referred to a Joint Board of Review consisting of two representatives of the union and two representatives of the operators whose decision shall be final and binding on the parties.

Exhibit BB

MINE SAFETY PROGRAM

(a) Mine Safety Code

The Federal Mine Safety Codes for Bituminous Coal and Lignite Mines of the United States, Part I-underground mines and Part II-strip mines, promulgated and approved October 8, 1953, by the Secretary of the Interior are hereby adopted and incorporated by reference in this contract as a code for health and safety in bituminous and lignite mines of the parties of the first part.

(b) Enforcement

(1) Reports of the federal coal mine inspectors: Whenever inspectors of the United States Bureau of Mines, in making their inspections in accordance with authority as provided in Public Law 49 and Public Law 552 find there are violations of the Federal Mine Safety Code and make recommendations for the elimination of such noncompliance, the operators shall promptly comply with such recommendations, except as modified in paragraph two of this subsection.

(2) Whenever either party to the contract feels that compliance with the recommendations of the federal mine inspectors as provided above would cause irreparable damage or great injustice, they may appeal such recommendation to the Joint Industry Safety Committee as hereinafter provided.

(c) Review and Revision

In order to carry out the intent and purposes of the agreement affecting the Federal Mine Safety Code it is agreed that representatives of the United Mine Workers of America and the coal operators signatory hereto shall hold joint consultations with the United States Bureau of Mines looking toward review and appropriate revision of the Federal Mine Safety Code. Any revised code that is agreed upon between the aforementioned parties, when adopted by the parties, shall be adopted and incorporated by reference into this agreement in place of the code adopted and incorporated in the National Bituminous Coal Wage Agreement of 1950 and continued under this agreement.

(d) Joint Industry Safety Committee

There is hereby established under this agreement a Joint Industry Safety Committee composed of four members, two of whom will be appointed by the Mine Workers and two of whom will be appointed by the operators, whose duty it shall be to (1) arbitrate any appeal which is filed with it by any operator or any mine worker who feels that any reported violations of the code and recommendation of compliance by a federal coal mine inspector has not been justly reported or that the action required of him to correct the violation would subject him to irreparable damage or great injustice; and (2) to consult with the United States Bureau of Mines in accordance with the provisions of Section (c) above.

(e) Mine Safety Committee

At each mine there shall be a mine safety committee selected by the local union. The committee members while engaged in the performance of their duties, with the following exception, shall be paid by the local union. When the mine safety committee is making an investigation of an explosion and/or a disaster, they shall be paid by the company at their regular rate of pay for the hours spent making such investigation, provided there is not a more favorable local agreement or practice already in effect. 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 Workmen's Compensation law of the state where such duties are performed.

The mine safety committee may inspect any mine development or equipment used in producing coal. If the committee believes conditions found endanger the life and bodies of the mine workers, it shall report its findings and recommendations to the management. In those special instances where the committee believes an immediate danger exists and the committee recommends that the management remove all mine workers from the unsafe area, the operator is required to follow the recommendation of the committee.

If the safety committee in closing down an unsafe area acts arbitrarily and capriciously, members of such committee may be removed from the committee. Grievances that may arise as a result of a

request for removal of a member of the safety committee under this section shall be handled in accordance with the provisions providing for settlement of disputes.

The safety committee and operators shall maintain such records concerning inspections, findings, recommendations, and actions relating to this provision of the agreement as may be required, and copies of all reports made by the safety committee shall be filed with the operators.

(f) 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 provided it shall give reasonable notice to the coal company.

WORKMEN'S COMPENSATION AND OCCUPATIONAL DISEASES

Each operator who is a party to this agreement will provide the protection and coverage of the benefits under Workmen's Compensation and Occupational Disease Laws, whether compulsory or elective, existing in the states in which the respective employees are employed. Refusal of any operator to carry out this direction shall be deemed a violation of this agreement. Notice of compliance with this section shall be posted at the mine.

UNITED MINE WORKERS OF AMERICA WELFARE AND RETIREMENT FUND OF 1950

A. It is hereby stipulated and agreed by the contracting parties hereto that there is hereby created a Fund to be designated and known as the "United Mine Workers of America Welfare and Retirement Fund of 1950." During the life of this agreement there shall be paid into such Fund by each operator signatory hereto the sum of forty cents (40¢) per ton of two thousand (2,000) pounds on each ton of bituminous coal produced by such operator for use or for sale. On all bituminous coal procured or acquired by any signatory operator for use or for sale, (i.e., all bituminous coal other than that produced by such signatory operator) there shall during the life of this agreement be paid into such Fund by each such operator signatory hereto or by any subsidiary or affiliate of such operator signatory hereto the sum of eighty cents (80¢) per ton of two thousand (2,000) pounds on each ton of such bituminous coal so procured or acquired on which the aforesaid sum of forty cents (40¢) per ton had not been paid into said Fund prior to such procurement or acquisition. 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 final decision that the provision appearing in the sentence just preceding, providing for the payment by signatory operators of eighty cents (80¢) per ton under certain prescribed conditions, is invalid or in violation of the National Labor Relations Act, as amended, or other federal or state law, the parties shall, at the option of and upon demand by party of the second part, 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. Such Fund shall have its place of business in Washington, District of Columbia, and it shall be operated by a Board of Trustees, one of whom shall be appointed as a representative of the Employers, one of whom shall be appointed as a representative of the United Mine Workers of America and one of whom shall be a neutral party, selected by the other two. In the event of resignation, death, inability or unwillingness to serve of the Trustee appointed by the operators or the Trustee appointed by the United Mine Workers of America, the operators shall appoint the successor of the Trustee originally appointed by them and the United Mine Workers of America shall appoint the successor of the Trustee originally appointed by it.

The operators signatory hereto do hereby appoint Henry G. Schmidt of Cleveland, Ohio, as their representative on said Board of Trustees. The United Mine Workers of America do hereby appoint John L. Lewis, of Washington, D. C., as its representative on said Board of Trustees. It is further stipulated and agreed by the joint contracting parties that Josephine Roche, of Denver, Colorado, is appointed as the neutral Trustee. Said three Trustees so named and designated shall constitute the Board of Trustees to administer the Fund herein created.

In the event of a deadlock on the designation or agreement as to any future neutral Trustee, an impartial umpire shall be selected either by agreement of the two Trustees, representatives of the con-

tracting parties hereto, or by petition by either of the contracting parties hereto to the United States District Court for the District of Columbia for the appointment of such an impartial umpire, all as made and provided in Section 302 (c) of the "Labor-Management Relations Act, 1947."

It is agreed by the contracting parties hereto that the Trustees herein provided for shall serve for the duration of this contract and as long thereafter as the proper continuation and administration of said trust shall require.

It is agreed that this Fund is an irrevocable trust created pursuant to Section 302 (c) of the "Labor-Management Relations Act, 1947," and shall endure as long as the purposes for its creation shall exist. Said purposes shall be to make payments from principal or income or both, of (1) benefits to employees of said operators, their families and dependents for medical or hospital care, pensions on retirement or death of employees, compensation for injuries or illness resulting from occupational activity or insurance to provide any of the foregoing, or life insurance, disability and sickness insurance or accident insurance; (2) benefits with respect to wage loss not otherwise compensated for at all or adequately by tax supported agencies created by federal or state law; (3) benefits on account of sickness, temporary disability, permanent disability, death or retirement; (4) benefits for any and all other purposes which may be specified, provided for or permitted in Section 302 (c) of the "Labor-Management Relations Act, 1947," as agreed upon from time to time by the Trustees including the making of any or all of the foregoing benefits applicable to the individual members of the United Mine Workers of America and their families and dependents, and to employees of the operators other than those exempted from this agreement; and (5) benefits for all other related welfare purposes as may be determined by the Trustees within the scope of the provisions of the aforesaid "Labor-Management Relations Act, 1947." Subject to the stated purposes of this Fund, the Trustees shall have full authority, within the terms and provisions of the "Labor-Management Relations Act, 1947," and other applicable law, with respect to questions of coverage and eligibility, priorities among classes of benefits, amounts of benefits, methods of providing or arranging for provisions for benefits, investment of trust funds, and all other related matters.

The aforesaid Trustees shall designate a portion (which may be changed from time to time) of the payments herein provided, based upon the Trust's statistical experience, as a separate fund to be administered by the said Trustees herein described and to be used for providing for pensions or annuities for the members of the United Mine Workers of America or their families or dependents and such other persons as may be properly included as beneficiaries thereunder.

It is further agreed that the detailed basis upon which payments from the Fund will be made shall be resolved in writing by the aforesaid Trustees at their initial meeting, or at the earliest practicable date that may by them thereafter be agreed upon.

Title to all the moneys paid into and or due and owing said Fund shall be vested in and remain exclusively in the Trustees of the Fund, and it is the intention of the parties hereto that said Fund shall constitute an irrevocable trust and that no benefits or moneys payable from this Fund shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt so to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge the same shall be void. The moneys to be paid into said Fund shall not constitute or be deemed wages due to the individual mine worker, nor shall said moneys in any manner be liable for or subject to the debts, contracts, liabilities or torts of the parties entitled to such money, i.e., the beneficiaries of said Trust under the terms of this agreement.

The obligation to make payments to the "United Mine Workers of America Welfare and Retirement Fund of 1950" under this contract shall become effective on October 1, 1968, and the first actual payments are to be made on November 10, 1968, and thereafter continuously on the 10th day of each succeeding calendar month covering the production of all coal for use or sale during the preceding month.

It is stipulated and agreed by the contracting parties hereto that the Trustee designated by the United Mine Workers of America shall be the Chief Executive Officer and the Chairman of the Trustees of the Fund provided for in this agreement.

It shall be the duty of the operators signatory hereto, and each of them, to keep said payments due said Fund, as hereinabove described and provided for, current and to furnish to the United Mine Workers of America and to the Trustees hereinabove designated a monthly statement showing the full amount due hereunder for all coal produced for use or for sale from each of the several individual mines owned

or operated by the said operators signatory hereto; together with a monthly statement showing the full amount due hereunder on all bituminous coal procured or acquired from any mine, preparation plant or facility other than those owned or operated by such signatory operator, all as hereinabove set out and provided. Payments to said Fund shall be made by check payable to "United Mine Workers of America Welfare and Retirement Fund of 1950" and shall be delivered or mailed to the office of said Fund located at 907 Fifteenth Street, N.W., Washington, D. C., or as otherwise designated by the Trustees.

It is stipulated and agreed by the contracting parties hereto that an annual audit of the Fund hereinabove described shall be made by competent authorities to be designated by the Trustees of said Fund. A statement of the results of such audit shall be made available for inspection of interested persons at the principal office of the Trust Fund and at such other places as may be designated by the Trustees.

Failure of any operator signatory hereto to make full and prompt payments to the "United Mine Workers of America Welfare and Retirement Fund of 1950" in the manner and on the dates herein provided shall, at the option of the United Mine Workers of America, be deemed a violation of this agreement. This obligation of each operator signatory hereto, which is several and not joint, to so pay such sums shall be a direct and continuing obligation of said operator 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, sub-leased, assigned, or otherwise disposed of for the purpose of avoiding any of the obligations hereunder.

Action which may be required hereunder by the operators for the appointment of a successor Trustee representing them, or which may be required in connection with any other matter hereunder, may be taken by those operators who at the time are parties hereto, and authorization, approval, or ratification of operators representing fifty-one percent (51%) or more of the coal produced for use or sale during the calendar year previous to that in which the action is taken shall be sufficient and shall bind all operators.

B. It is hereby stipulated and agreed by the contracting parties with respect to the Fund created by the National Bituminous Coal Wage Agreement of 1947:

(1) The operators signatory hereto agree to make payments into said Fund on or before March 15, 1950, on account of all coal produced for use or sale up to and including March 6, 1950, with respect to which payment has not heretofore been made, such payments to be on the basis heretofore made by said operators under the National Bituminous Coal Wage Agreement of 1947 and the National Bituminous Coal Wage Agreement of 1948, whichever is applicable.

(2) The operators signatory hereto hereby renounce and forever release any and all claim to or interest in payments made into the said 1947 Fund.

(3) The Trustees appointed pursuant to this agreement are hereby authorized and directed to accept into the new trust fund hereby created and to devote for the purposes hereinabove specified and enumerated, any and all trust funds remaining unexpended or unobligated in said 1947 trust fund.

(4) The parties hereto agree that the best interest of the beneficiaries of said trust fund would be served by having all unexpended or unobligated funds therein transferred as above provided, and agree that the Trustees thereof should transfer such funds to the new trust fund created by this agreement.

C. It is stipulated, understood and agreed by the contracting parties hereto that the present practices with respect to wage deductions and their use for provision of medical, hospital and related services shall continue during the terms of this contract or until such earlier date or dates as may be agreed upon by the United Mine Workers of America and any operator signatory hereto.

D. It is the intent and purpose of the contracting parties hereto that full cooperation shall by each of them be given to each other, the Trustees named under this Section 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 this Fund.

APPLICATION OF CONTRACT TO COAL LANDS

As part of the consideration for this agreement, the operators signatory hereto agree that this agreement covers the operation of all of 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 the term of this agreement) be put into production or use. The operators agree that they will not lease, license or contract out any coal lands, coal producing or coal preparation facilities for the purpose of avoiding the application of this agreement or any section, paragraph or clause thereof.

WAGES AND HOURS

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

(b) For all outside employees except those covered in subsection (c) hereof (including all strip mine and coke oven employees), a work day of seven hours and fifteen minutes is established including a staggered thirty minutes for lunch, and without any intermission or suspension of operations throughout the day. These seven hours and fifteen minutes shall be paid for at straight time rate. Overtime beyond seven hours and fifteen minutes per day and thirty-six and one-quarter hours per week 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 hours and fifteen 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 hours provided overtime is paid for work in excess of seven hours and fifteen minutes per day.

(c) For all outside continuous employees who are engaged at powerhouses, substations and pumps operating continuously for twenty-four (24) hours daily, and hoisting engineers, a work day of eight hours is established including a staggered thirty minutes for lunch and without any intermission or suspension of operations throughout the day. These eight hours shall be paid for at straight time rate. Overtime beyond eight hours per day and forty hours per week shall be paid for at time and one-half 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 hours divided by eight (8) hours.

(d) The day rate for inside electrician, mechanic and continuous mining machine operator (i) shall be increased three dollars per day effective October 1, 1968 and shall be not less than thirty-three dollars; (ii) shall be increased two dollars per day effective October 1, 1969 and shall be not less than thirty-five dollars; (iii) shall be increased two dollars per day effective October 1, 1970 and shall be not less than thirty-seven dollars.

(e) The traditional differential in District 20 and District 23 will be abolished during the life of this contract. This differential will be abolished in four steps: one-fourth of the differential will be abolished October 1, 1968; one-fourth October 1, 1969; one-fourth October 1, 1970 and the remaining one-fourth of the differential will be abolished September 30, 1971.

(f) All mine workers other than those covered by subsection (d) whether employed by the month or day shall receive (i) effective October 1, 1968 twenty dollars and twenty-five cents per day in addition to that provided for in the contract which expired March 31, 1946; (ii) effective October 1, 1969 twenty-two dollars and twenty-five cents per day in addition to that provided for in the contract which expired March 31, 1946; (iii) effective October 1, 1970 twenty-four dollars and twenty-five cents per day in addition to that provided for in the contract which expired March 31, 1946.

(g) The following eight holidays shall be observed: New Year's Day, April 1st, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day. If any of the foregoing holidays falls on Sunday, it shall be celebrated the following Monday. Employees who work on the foregoing holidays shall be paid at triple time or triple rates for all time worked. Employees who do not work on the foregoing holidays will be paid straight time or straight rate provided such employee was not absent his last scheduled day prior to and his first scheduled day following the holiday because of an unauthorized work stoppage. 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. An employee forced to cease work because of injury or personal illness will be compensated for all holidays when due occurring during the following 364 days provided he establishes medical proof of illness or injury. Payment for holidays not worked shall be included with pay for the pay period in which the holiday occurs.

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

(i) Rockdusting shall be done at the expense of the coal operator.

(j) It is understood and agreed that roof bolters will be paid the same day rates paid to drillers and shooters on mechanical crews, except roof bolters on continuous mining machines will be paid the continuous mining machine operator helper's rate.

(k) Work performed on Saturday shall be paid for at time and one-half or rate and one-half. 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 foregoing holidays but the operator shall be permitted to load previously mined and processed coal for shipment on Sunday or on the foregoing 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 the foregoing holidays.

The operator shall have the right to schedule maintenance crews, 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 days of the work week (except continuous hoisting engineers as now provided in subsection (c) 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.

(l) Amend the National Bituminous Coal Wage Agreement of 1945 to provide: "Employees scheduled for and starting work on the second shift, whether paid by the day or by the ton, shall be paid eight cents additional for each hour employed. Employees scheduled for and starting work on the third shift, whether paid by the day or by the ton, shall be paid ten cents additional for each hour employed. Shift differentials shall be considered part of the regular rate of pay in the calculation of overtime or premium rates, holiday pay and vacation pay."

(m) Amend the Appalachian Joint Wage Agreement of 1941 to provide: "Unless notified not to report, when men report for work at their usual starting time, they shall be entitled to four hours' pay whether or not the operation works the full four hours, but after the first four hours, the men shall be paid for every hour thereafter by the hour, for each hour's work or fractional part thereof. If, for any reason, the regular routine work can not be furnished, the employer may furnish 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."

VACATION PAYMENT

An annual vacation of fourteen days shall be the rule of the industry. To assure consumers of a continued supply of coal and extend employment opportunities, the two separate vacation periods shall be as follows:

DATES OF VACATION PERIOD

Beginning at the start of the morning shift on Saturday, June 28, 1969, and ending at the beginning of the morning shift on Saturday, July 12, 1969; or beginning at the start of the morning shift on Saturday, July 12, 1969, and ending at the beginning of the morning shift on Saturday, July 26, 1969.

Beginning at the start of the morning shift on Saturday, June 27, 1970, and ending at the beginning of the morning shift on Saturday, July 11, 1970; or beginning at the start of the morning shift on Saturday, July 11, 1970, and ending at the beginning of the morning shift on Saturday, July 25, 1970.

Beginning at the start of the morning shift on Saturday, June 26, 1971, and ending at the beginning of the morning shift on Saturday, July 10, 1971; or beginning at the start of the morning shift on Saturday, July 10, 1971, and ending at the beginning of the morning shift on Saturday, July 24, 1971.

The operator 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.

Day men required to work during either of these periods at coke plants and other necessarily continuous operations or on emergency or repair work shall have vacations of the same duration at another agreed period of fourteen consecutive days.

STAGGERED VACATIONS

To further assure a continued supply of coal and extend employment opportunities any operator signatory hereto may operate his mine without interruption and schedule vacations of 14 consecutive days for each employee at his mine during the calendar year. In the event the operator 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 by January 1.

Should the operator elect to operate his mine without interruption, vacation period shall be scheduled by the company at the times desired by individual employees so long as this does not affect the operation of the mine. 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 advance notice of his scheduled vacation as practicable.

QUALIFYING PERIOD AND AMOUNT OF PAYMENT

All employees with a record of one year's standing from June 1, 1968 to May 31, 1969, shall receive as compensation for the 1969 vacation period the sum of ten times the employee's day wage rate; and all employees with a record of one year's standing from June 1, 1969, to May 31, 1970, shall receive as compensation for the 1970 vacation period the sum of ten times the employee's day wage rate; and all employees with a record of one year's standing from June 1, 1970, to May 31, 1971, shall receive as compensation for the 1971 vacation period the sum of ten 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 sum of ten times the employee's day wage rate. The employee's day wage rate will be his regular rate paid at the time his vacation payment is due as set forth below.

Shift differentials are included in the calculation of vacation pay. For employees who rotate all three shifts, add the shift differential of 8¢ for the second shift and 10¢ for the third shift and then divide the total of 18¢ by three to arrive at an average of 6¢ per hour shift differential. For employees who only rotate the first and second shifts, take the second shift differential of 8¢ and divide by two to arrive at an average of 4¢ an hour shift differential.

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.

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

TIME OF PAYMENT

The vacation payment shall be made on the last pay day immediately preceding the beginning of the respective vacation periods. If the operator elects to stagger his mine, an employee taking his individual vacation betwen January and July is entitled to his vacation payment immediately preceding the beginning of his respective vacation. If the employee takes his individual vacation after the regular June-July vacation period, he is entitled to receive his vacation payment on the last pay day before the June vacation period. 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.

GRADUATED VACATION

In addition to the foregoing vacation, any employee who has had the length of continuous employment with the coal company specified in the table below, shall be entitled to the corresponding additional vacation days each year with pay. The word "days" means working days. The rate of pay for each additional day of vacation will be the same rate of pay used in the calculation of the employee's regular vacation and will be paid at the same time as set forth above in this provision.

Length of continuous employment	Additional days per year
10 years but less than 11 years	1 day
11 years but less than 12 years	2 days
12 years but less than 13 years	3 days
13 years but less than 14 years	4 days
14 years but less than 15 years	5 days
15 years but less than 16 years	6 days
16 years but less than 17 years	7 days
17 years but less than 18 years	8 days
18 years but less than 19 years	9 days
19 years or over	10 days

Continuous employment under this graduated vacation provision means employment which has not been interrupted by voluntarily quitting, discharge, retirement or a final determination of permanent and total disability under federal and/or state laws which provide compensation therefor. The time for taking these additional days of vacation shall be determined between the employee and the employer, but will be taken in the year in which they are due.

Failure of any operator signatory hereto to make full and prompt payment of the amounts required hereby, in the manner and on the dates herein provided, shall at the option of the United Mine Workers of America, be deemed a violation of this agreement. This obligation of each operator signatory hereto which is several and not joint, to so pay such sums, shall be a direct and continuing obligation of said operator 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, sub-leased, assigned or otherwise disposed of for the purpose of avoiding the obligation hereunder.

CHECKOFF

The membership dues, including initiation fees, and assessments of the United Mine Workers of America and its various subdivisions, as authorized and approved by the International Union, United Mine Workers of America, shall be checked off the wages of the employees by the operators covered by this contract and shall be remitted by the operators to the properly designated officers of the mine workers for distribution to its various branches. Such remittances shall be accompanied by an itemized statement showing the name of each employee 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, 1947", the mine workers hereby agree to furnish, with all reasonable dispatch to the respective operators, and the operators agree to aid, assist and cooperate in obtaining written assignments from each employee so employed. Upon the presentation to the operators of such assignments in such reasonable form as time and circumstances, looking to the continuous and uninterrupted production of coal, may allow, said operators shall make deductions so authorized and deliver the same to the designated district officer of the mine workers or to such authorized representative as may be designated by the mine workers.

SETTLEMENT OF LOCAL AND DISTRICT DISPUTES

Should differences arise between the Mine Workers and the operators 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 be made to settle such differences immediately: (The parties will not be represented by legal counsel at any of the steps below.)

1. Between the aggrieved party and the mine management.

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

3. Through district representatives of the United Mine Workers of America and a commissioner representative (where employed) of the coal company.

4. By a board consisting of four members, two of whom shall be designated by the Mine Workers and two by the operators. Neither the Mine Workers' representatives on the board nor the operators' representatives on the board shall be the same persons who participated in steps (1), (2), or (3) of this procedure.

5. Should the board fail to agree the matter shall, within twenty (20) days after decision by the board, be referred to an umpire to be mutually agreed upon by the operator or operators affected and by the duly designated representatives of the United Mine Workers of America, and the umpire so agreed upon shall expeditiously and without delay decide said case. The decision of the umpire shall be final. Expenses and salary incident to the services of an umpire shall be paid equally by the operator or operators affected and by the Mine Workers.

A decision reached at any stage of the proceedings above outlined shall be binding on both parties hereto and shall not be subject to reopening by any other party or branch of either association except by mutual agreement.

DISCHARGE CASES

Amend the "DISCHARGE CASES" section of the Appalachian Joint Wage Agreement of June 19, 1941, by striking all of the language of that section and substituting the following:

When a mine worker has been discharged from his employment and he believes he has been unjustly dealt with, it shall be a case under the "Settlement of Local and District Disputes" clause. In all discharge cases should it be decided under the rules of this agreement that an injustice has been dealt the mine worker, the operator shall reinstate and compensate him at the rate based on the earning of said mine worker prior to such discharge. Provided, however, that such case shall be taken up within five days from the date of discharge.

SENIORITY

1. Seniority at the mine shall be recognized in the industry on the following basis: Length of service and qualification to perform the work.

2. In all cases where the working force is to be reduced, employees with the greatest seniority shall be retained providing they are qualified to perform the work.

3. 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 paragraph one.

4. 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.

5. Employees will be granted a leave of absence in order to serve as a district or international officer or representative and shall retain their seniority earned prior to their layoff and will continue to accrue seniority while serving in the capacity of union officer or representative. This provision is retroactive to April 1, 1964.

6. Employees who are promoted to a supervisory position exempt from coverage under this agreement for a period in excess of four months shall retain their original seniority as of the date of their promotion, but will not accumulate any seniority for the time spent in such supervisory position.

7. When a permanent vacancy 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 first, second and third shift work.

8. Promotions to 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 for a period of five production days and will be properly identified.

(2) Any employee—including panel members—qualified to perform the work where the permanent vacancy occurs shall be entitled to bid on such vacancy during the five-day posting period.

(3) After the five-day posting period the senior qualified man making a bid for such permanent vacancy shall be selected from applicants.

(4) When an employee is absent from work due to illness or other legitimate reason during the five-day posting period he shall be notified by management of the vacancy. Notice to the last known address by certified mail shall be sufficient notice.

(5) During the five-day posting period the management shall have the right to fill such vacancy by an employee they may select.

(6) No claim shall be recognized by either the company or union representatives for any vacancy after the five-day period and the job has been filled by the senior qualified man making a bid for the same.

(7) In order to provide a stable working force under ordinary circumstances an employee will not be entitled to bid on a vacancy for a period of six months after his last job change under this procedure.

(8) In case of an older man's refusal to take a job, he shall become ineligible for that job in that instance but shall retain all privileges for all subsequent jobs.

* * *

9. When a mine is abandoned or closed after April 1, 1966, employees laid off shall at their request be placed on the panel of the other mine or mines of the same company in the same UMWA district.

When employees are laid off in a reduction in force at a mine after October 1, 1968, the employees so laid off shall at their request be placed on the panel of the other mine or mines of the same company in the same UMWA district.

When work is available at the other mine or mines of the same company and the employees have requested their names be placed on the panel or panels of such mine or mines, the employees from the abandoned mine 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 will not begin until they are so transferred with the following exception:

When employees from the abandoned mine 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 abandoned mine on dismantling work.

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

10. 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 in said panel, shall sacrifice his seniority rights at the operation and shall have his name removed from the panel list.

11. The superintendent of the mine and the secretary of the local union shall be joint custodians of the panel records. It shall be the obligation of the employee to keep the custodians advised of any change of address. Notice to the last known address by certified mail shall be sufficient notice of recall. Failure to respond within a reasonable time shall be sufficient reason to remove him from the panel.

12. Grievances which arise under the provisions of this section shall be processed under the "Settlement of Local and District Disputes" clause of this agreement.

BATHHOUSE OR WASHROOM

There shall be no charge by the operator for use of a bathhouse or washroom. The operator will furnish soap in the bathhouse or washroom. Where bathhouses or washrooms are not furnished by the operator, other satisfactory arrangements will be made between the operator and the district.

BULLETIN BOARDS

The operator 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.

CHRISTMAS BONUS

In each of the years 1969, 1970 and 1971 each employee with a record of one year's standing prior to December 1 of such year shall receive on the pay day prior to Christmas a separately identified Christmas bonus calculated on the following basis:

One hundred twenty dollars less ten dollars for each calendar month during the immediately preceding December 1 through November 30 period in which the employee failed to work all the days he was scheduled to work that month unless his failure to work was due to good cause.

Pro rata payments for the months they are on the payroll shall be provided for those mine workers who are given employment or who are laid off during the December 1 to November 30 qualifying period.

CLASSIFICATION REQUIREMENT

Within sixty days of his employment or within sixty 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 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.

CLASSIFIED WORK

Supervisory employees shall perform no production, classified or other work covered by this agreement except in emergencies and except as such work is for the purpose of training or instructing employees. When a dispute arises under this section, it shall be adjudicated through the grievance machinery and the burden of proof will be on the employer to prove that the supervisory employee has not performed such work.

COMPULSORY RETIREMENT

No operator signatory to this agreement will have a policy of compulsory retirement based solely on age for the employees covered by this agreement.

HELPERS

On each face production crew the mine operator shall designate one of the crew members as helper who, when directed, shall operate either a loading machine or any type of continuous mining equipment in the absence of the operator, but when not operating the machine shall perform such other duties within the working section as directed by the mine operator. It is understood that the working crew is not to be increased by designation of a member as a helper. It is further understood that it is the intent of the parties that a member of the face production crew, other than the operator, shall be within sight or hearing of the loading machine or continuous mining equipment when said equipment is actively engaged in the production or loading of coal. The designated helper shall be paid the cutting and shearing machine operator's rate. The helper shall be paid the machine operator's rate for the time spent performing the duties of a machine operator.

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. Should any differences arise between the Mine Workers and the operator of any mine as to the price so to be charged for said coal, such differences shall be settled under the terms of the "Settlement of Local and District Disputes" section of this agreement.

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.

NEW MACHINERY

The right to install and operate new types of equipment is recognized. When such equipment is to be installed, the company will notify the president of the UMWA district in which the new type of equipment will be located. It is agreed that upon installation of new types of equipment not already in use in the industry for which no wage rates are now established the rates for operating such equipment shall be established by agreement between the management of the mine and—subject to the approval of the International Union—the president of the UMWA district in which the new type of equipment is operated.

PAY DAY

Amend the Appalachian Joint Wage Agreement of 1941 by striking the first sentence of the "PAY DAY" section and inserting in lieu thereof the following: "All employees will be paid at least every two weeks."

STRIPPING CREWS

A swing shift shall be recognized for the stripping and dragline crews when stripping coal, but when the operator uses a swing shift the regular crews shall be assured of six days each week except weeks in which holidays occur.

TONNAGE RATES

Amend the "BASIC TONNAGE RATES" section and Schedule A of the Appalachian Joint Wage Agreement of 1941 by striking out the language of that section and substituting the following:

"Hand loaders employed on a tonnage rate basis will be paid a tonnage rate to be negotiated between the company and the president of the UMWA district in which the company operates subject to the approval of the International Union."

WORK JURISDICTION

The following work shall be performed solely by members of the United Mine Workers of America and will be covered by this agreement:

1. All hauling of coal, overburden, mine refuse in or about the mine, including hauling to a screening, crushing, washing, or other preparation facility, or other contiguous mine-related operation.

2. All repair and maintenance work in and around the mine to the extent that the employer has the necessary equipment at such mine or at a central repair shop where such work is normally performed and regular employees with the necessary skills available to do the work.

Nothing in this section shall be construed or applied to diminish the exclusive work jurisdiction otherwise expressed or implied by this agreement.

CONSTRUCTION WORK

All construction of mine or mine-related facilities including erection of mine tipples and sinking shafts which is not performed by the operator may be performed by such outside contractors as are designated by the operator 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.

JOINT COMMISSION ON WAGE RATES

A joint commission consisting of representatives of the operators and the mine workers from each bituminous district in the United States is established to investigate the wage rates and classifications existing in the various districts for the purpose of determining whether there are wage rates for all classifications of work, whether there are any existing discrepancies or inequities in rates within the districts or among the districts and other related problems.

The United Mine Workers of America will designate representatives from each bituminous district and the operators will designate representatives from each bituminous district. The commission shall undertake this assignment at an early date and shall complete its investigation and report its recommendations no later than December 30, 1969.

DISTRICT AGREEMENTS

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

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. Prior practice and custom not in conflict with this agreement may be continued, but any provisions in district or local agreements providing for the levying, assessing or collecting 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. Wherever a conflict arises between this agreement and any district or local agreement, this agreement shall prevail. 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.

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.

MISCELLANEOUS

1. Any and all provisions in either the Appalachian Joint Wage Agreement of June 19, 1941, or the National Bituminous Coal Wage Agreement of April 11, 1945, containing any "no strike" or "penalty" clause or clauses or any clause denominated "Illegal Suspension of Work" are hereby rescinded, cancelled, abrogated and made null and void.

2. 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

(turn to back page)

United Mine Workers of America, are hereby rescinded, cancelled, abrogated and made null and void.

3. The United Mine Workers of America and the operators agree and affirm that they will maintain the integrity of this contract and that all disputes and claims which are not settled by agreement shall be settled by the machinery provided in the "Settlement of Local and District Disputes" section 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 provided and by collective bargaining without recourse to the courts.

4. Each operator signatory or who may become signatory hereto hereafter agrees to give proper notice to the president of the local union at the mine by the 18th day of each month that said operator has made the required payment to the United Mine Workers of America Welfare and Retirement Fund for the previous month.

NATIONAL CONFERENCES

It is hereby stipulated and agreed by all parties signatory hereto that they, and each of them, will attend any conference or conferences held under the terms of this agreement and that such conference or conferences shall be convened at Washington, District of Columbia, unless such place of meeting is changed by mutual agreement of the parties.

INTEGRATED INSTRUMENT

This agreement is an integrated instrument and its respective provisions are interdependent and shall be effective from and after October 1, 1968.

TERMINATION OF AGREEMENT

This agreement dated October 14, 1968 shall be effective October 1, 1968 and is not subject to termination by any party signatory hereto prior to September 30, 1971, PROVIDED, HOWEVER, That either the parties of the first part or the party of the second part may terminate this agreement on or after September 30, 1971, by giving at least sixty (60) days' written notice to the other party of such desired termination date.

IN WITNESS WHEREOF, each of the parties signatory hereto, pursuant to proper authority, has caused this agreement effective October 1, 1968, to be signed by its proper officers or representatives at Washington, District of Columbia, on this 14th day of October, 1968.

District..... Date .....

UNITED MINE WORKERS OF AMERICA

.....

.....

.....

OPERATORS

.....
(Type or Print Name of Company)

.....
(Address)

.....

.....
(Signature and Title of Signer)

.....
(Type or Print Name and Title of Signer)

.....
(Signature and Title of Signer)

.....
(Type or Print Name and Title of Signer)

National Bituminous Coal Wage Agreement of 1971

EFFECTIVE NOVEMBER 12, 1971

The National Bituminous Coal Wage Agreement of 1971 contains those provisions in effect September 30, 1971 of the Appalachian Joint Wage Agreement (1941); Supplemental Six Day Work Week Agreement (1943); National Bituminous Coal Wage Agreement (1945); National Bituminous Coal Wage Agreement of 1968.

Note: Any and all provisions in either the Appalachian Joint Wage Agreement of June 19, 1941, or the National Bituminous Coal Wage Agreement of April 11, 1945, containing any "no strike" or "penalty" clause or clauses or any clause denominated "Illegal Suspension of Work" are hereby rescinded, cancelled, abrogated and made null and void.

Article I—ENABLING CLAUSE

THIS AGREEMENT made this 12th day of November 1971, 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, covering 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.

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 relationship in the bituminous coal industry and to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment to be observed between the parties, and shall cover the employment of persons employed in the bituminous coal mines covered by this agreement.

Article II—SCOPE AND COVERAGE

Section (a) **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 operator, working at or from a district or local mine office, are exempt from this agreement.

All other employees working in or about the mines 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 supervisor 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.

Disputes arising under this section shall be referred to a Joint Board of Review consisting of two representatives of the Union and two representatives of the Employers whose decision shall be final and binding on the parties.

Any dispute not resolved by the Joint Board of Review may be referred by either party to arbitration as provided in step 5 of section (b) of the "Settlement of Disputes" article.

Section (b) **Classified Work**

Supervisory employees shall perform no production, classified or other work covered by this agreement except in emergencies and except as such work is for the purpose of training or instructing employees. When a dispute arises under this section, it shall be adjudicated through the grievance machinery and the burden of proof will be on the Employer to prove that the supervisory employee has not performed such work.

Exhibit CC

Section (c) **Management of Mines**

The management of the mine, the direction of the working force, and the right to hire and discharge are vested exclusively in the Employer, and the Union shall not abridge these rights. It is not the intention of this provision to encourage the discharge of employees, or the refusal of employment to applicants because of personal prejudice or activity in matters affecting the Union. (1941)

Section (d) **Application of Contract to Coal Lands**

As part of the consideration for this agreement, the Employers agree that this agreement covers the operation of all of 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 the term of this agreement) be put into production or use. The Employers agree that they will not lease, license or contract out any coal lands, coal producing or coal preparation facilities for the purpose of avoiding the application of this agreement or any section, paragraph or clause thereof.

Section (e) **Construction Work**

All construction of mine or mine-related facilities including erection of mine tipples and sinking shafts which is not performed by the operator may be performed by such outside contractors as are designated by the operator 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.

Section (f) **Work Jurisdiction**

The following work shall be performed solely by members of the United Mine Workers of America and will be covered by this agreement:

(1) All hauling of coal, overburden, mine refuse in or about the mine, including hauling to a screening, crushing, washing or other preparation facility, or other contiguous mine-related operation.

(2) All repair and maintenance work in and around the mine to the extent that the Employer has the necessary equipment at such mine or at a central repair shop where such work is normally performed and regular employees with the necessary skills available to do the work.

Nothing in this section shall be construed or applied to diminish the exclusive work jurisdiction otherwise expressed or implied by this agreement.

Article III—HEALTH AND SAFETY

Section (a) **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 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 or repudiates any administrative, procedural, legislative, or judicial rights under or relating to the Federal Coal Mine Health and Safety Act of 1969.

Section (b) **Mine Safety Code**

The Federal Mine Safety Code for Bituminous Coal and Lignite Mines of the United States, Part I—underground mines, and Part II—strip mines, promulgated and approved October 8, 1953 by the Secretary of the Interior is hereby adopted and incorporated by reference in this contract as an additional code for health and safety in bituminous and lignite mines of the parties of the first part. Provided, however, if such provisions of the October 8, 1953 Code as they exist on October 1, 1971 or during the period of this agreement become superseded, nullified or rendered void as a consequence of any provision of the act, they are no longer in effect as Code provisions.

Section (c) **Code Enforcement**

(1) Reports of the federal coal mine inspectors: Whenever inspectors of the United States Bureau of Mines, in making their inspections in accordance with authority as provided in the Federal Coal Mine Health and Safety Act of 1969 find there are violations of the Federal Mine Safety Code and make recommendations for the elimination of such noncompliance, the operators shall promptly comply with such recommendations, except as modified in subsection (2) of this section.

(2) Whenever either party to the contract feels that compliance with the recommendations of the federal mine inspectors as provided in subsection (c)(1) hereof would cause irreparable damage or great injustice, they may appeal such recommendation to the Joint Industry Health and Safety Committee as provided in section (e).

Section (d) **Review and Revision**

In order to carry out the intent and purposes of the agreement as expressed in section (a) hereof, it is agreed that duly designated representatives of the Union and the Employers shall seek joint consultations with the United States

Bureau of Mines and/or designated 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 act. They may seek such joint consultations with the United States Bureau of Mines for discussion of the technical aspects of petitions by the Employer or the Union as provided in section 301(c) of the act.

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

There is hereby established under this agreement a Joint Industry Health and Safety Committee composed of six members, three of whom will be appointed by the Union with one of the three having special knowledge and expertise in coal mine health matters, and three of whom will be appointed by the Employers with one of the three having special knowledge and expertise in coal mine health matters. The duties of this committee shall be to: (1) arbitrate any appeal which is filed with it by any Employer or employee who feels that any reported violations of the code and recommendation of compliance by a federal coal mine inspector pursuant to subsection (c)(1) herein has not been justly reported or that the action required of him to correct the violation would subject him to irreparable damage or great injustice; (2) consult with the United States Bureau of Mines and/or representatives of the Secretary of Health, Education, and Welfare in accordance with the provisions of section (d) hereof; and (3) function as prescribed in subsection (h)(4) hereof.

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

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 the names of the committee members. The committee members while engaged in the performance of their duties, with the following exception, shall be paid by the local union: When the mine health and safety committee is making or participating in an investigation of an explosion and/or a disaster including any mine fatality, they shall be paid by the Employer at their regular rate of pay (including any applicable premium rates) for the hours spent making or participating in such investigation, provided there is not a more favorable local agreement or practice already in effect. 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.

Section (g) **Mine Health and Safety Committee Inspections**

(1) The mine health and safety committee may inspect any portion of a mine and surface installations 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 an imminent danger exists and the committee recommends that the Employer remove all employees from the involved area, the Employer is required to follow the recommendations of the committee.

(2) While making inspections, the mine health and safety committee shall be accompanied by a representative of the Employer.

(3) If the mine health and safety committee in closing down an area of the mine acts arbitrarily and capriciously, members of such committee may be removed from the committee. Grievances that may arise as a result of a request for removal of a member of the health and safety committee under this section shall be handled in accordance with the provisions of article XVII entitled "Settlement of Disputes".

(4) The mine health and safety committee and the Employer shall maintain such records concerning inspections, findings, recommendations, and actions relating to this provision of the agreement as may be required, and copies of all reports made by the mine health and safety committee shall be filed with the Employer.

Section (h) **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 mine management and the mine health and safety committee.

(2) By the United Mine Workers of America district safety coordinator or an alternate designated by the United Mine Workers of America Safety Director and a representative designated by the Employer. Failing to resolve the issue, they shall immediately call in for consultation a representative of the United States Bureau of Mines and/or the appropriate state agency in a further attempt to resolve the issue.

(3) By the United Mine Workers of America Safety Director or his representative and a representative designated by the Employer.

(4) By the Joint Industry Health and Safety Committee which for the purposes of this step shall employ a special structure and procedures as set forth below:

(A) The six regular committee members shall select a neutral chairman having special knowledge in matters of coal mine health and/or safety. The selection must be made immediately following referral of a dispute. The regular committee shall adopt procedures that will insure such timely selection.

(B) The neutral chairman and either four or six regular members equally representing the United Mine Workers of America and the Employers shall constitute a quorum. When a dispute involves health issues, two of the regular members must be those designated in section (e) hereof who have special knowledge and expertise in coal mine health matters.

(C) Decisions shall be reached not later than five days following referral to the committee. Such decisions shall be by majority vote and shall be binding upon the parties involved in the dispute.

(D) Costs of the neutral chairman shall be borne equally by the parties.

Section (i) **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. (1941)

Section (j) **Physical Examination**

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. (1941)

Section (k) **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. (1941)

Section (l) **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. (1941)

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

Safety equipment and devices, including electric cap lamps, shall be furnished by the Employer without charge. This shall not include, however, personal wearing apparel such as hats, clothing, shoes and goggles. (1945) In lieu of supplying such personal wearing apparel, the Employer shall pay each employee an annual protective clothing allowance. The protective clothing allowance will be $10 effective November 12, 1972 and $20 effective November 12, 1973. The allowance will be paid to each employee with the first payment of wages to which he is entitled following the effective date of the allowance.

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

Each Employer who is a party to this agreement will provide the protection and coverage of the benefits under workmen's compensation and occupational disease laws, whether compulsory or elective, existing in the states in which the respective employees are employed. Refusal of any Employer to carry out this direction shall be deemed a violation of this agreement. Notice of compliance with this section shall be posted at the mine.

Article IV—WAGES AND HOURS

Section (a) **Basic Work Week**

The basic work week shall begin at 12:01 a.m. Monday. (1943)

Section (b) **Basic Work Day**

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

(2) **Outside Employees:** For all outside employees except those covered in subsection (3) of this section (including all strip mine and coke oven employees), a work day of seven hours and fifteen minutes is established including a staggered thirty minutes for lunch, and without any intermission or suspension of operations throughout the day. These seven hours and fifteen minutes shall be paid for at straight time rate. Overtime beyond seven hours and fifteen minutes per day and thirty-six and one-quarter hours per week 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 hours and fifteen 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 hours provided overtime is paid for work in excess of seven hours and fifteen 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 hours daily, and continuous hoisting engineers, a work day of eight hours is established including a staggered thirty minutes for lunch and without any intermission or suspension of operations throughout the day. These eight hours shall be paid for at straight time rate. Overtime beyond eight hours per day and forty hours per week shall be paid for at time and one-half 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 hours divided by eight hours.

Section (c) **Saturday, Sunday and Premium Work**

(1) Work performed on Saturday shall be paid for at time and one-half or rate and one-half. 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 provided for in this agreement but the operator 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. (1945)

(3) All employees at mines which produce coal six days per week shall be given a fair and equal opportunity to work on each of such six days. Laying off individual mine workers during the week for the purpose of denying them six days' work is prohibited. (1945)

(4) The Employer shall have the right to schedule maintenance crews, 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 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 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, and his refusal will have no effect on his Christmas bonus.

(7) Idle day work must be equally shared in accordance with past practice and custom.

Section (d) **Differential**

The traditional differential in District 20, District 21 and District 23 will be abolished during the life of this contract. This differential will be abolished in four steps: one-fourth of the differential will be abolished October 1, 1968; one-fourth October 1, 1969; one-fourth October 1, 1970 and the remaining one-fourth of the differential will be abolished September 30, 1971.

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

The standard daily wage rates paid for work performed under this agreement are set forth in Appendix A and the job titles within the respective classifications grouped in (1) the six grades for underground at deep mines; (2) the six grades in strip and auger mines and (3) the five grades for preparation plants and other surface facilities for deep or surface mines are set forth in Appendix B. The list of job titles within the respective classifications only indicates the rates to be paid to employees bearing such job titles. This is not authority to introduce such classifications in areas where they do not presently exist.

Section (f) **Joint Wage Commission**

The reorganization of the wage structure in the bituminous coal industry, which was the basis for the classification regrouping in Appendix A and Appendix B, was based on work of the Joint Commission on Wage Rates which was created by the National Bituminous Coal Wage Agreement of 1968.

The Joint Commission on Wage Rates which investigated and reported on wage rates and classifications is continued for the duration of this agreement. It shall be the duty of this commission to retain the records of rate and classification studies and advise the parties and make recommendations concerning questions relative to implementation of Appendix A and Appendix B of this agreement. Furthermore, the commission shall advise and recommend regarding the proper classification of jobs on new equipment not heretofore used in the industry.

Article V—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. (1941)

Section (b) **Hoisting of Coal**

The hoisting of coal shall be permitted on each shift. (1945)

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 ten cents additional for each hour employed. Employees scheduled for and starting work on the midnight shift, whether paid by the day or by the ton, shall be paid fifteen cents additional for each hour employed. Shift differentials shall be considered part of the regular rate of pay in the calculation of overtime, premium rates, holiday, vacation and reporting pay.

Section (d) **Working into the Next Shift**

An employee regularly scheduled for the day shift who completes his regular shift and continues to work into the afternoon shift in excess of two hours shall be paid the afternoon shift differential for all hours worked on the afternoon shift.

Section (e) **Call-back**

An employee regularly scheduled for the day shift who completes his regular shift and leaves his employer's premises and is called out on the afternoon or midnight shift in a twenty-four hour period from the beginning of the day shift shall be paid the applicable premium rate together with the applicable shift differential for the hours worked on the afternoon or midnight shift.

Section (f) **Shift Rotation**

Time on 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. (1945)

Section (g) **Swing Shift for Stripping Crews**

A swing shift may be used for the stripping and dragline crews when stripping coal where recognized by local agreement, but when the operator uses a swing shift the regular crews shall be assured of six days each week except weeks in which holidays occur.

Article VI—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 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.

Section (f) **Grievances or Disputes**

Any grievances or disputes relating to starting time shall be processed through the "Settlement of Disputes" article.

Article VII—ALLOWANCES

Section (a) **Bereavement Pay**

When death occurs in an employee's immediate family (wife, mother, father, mother-in-law, father-in-law, son, daughter, brother or sister) an employee upon request will be excused for up to three consecutive days which includes the day of the funeral. The employee shall receive pay at his regular rate for any such excused shifts he would have worked provided it is established that he attended the funeral.

Section (b) **Christmas Bonus**

An employee with a record of one year's standing prior to December 1 of each year in which this agreement is in effect shall receive on the pay day prior to Christmas a separately identified Christmas bonus calculated on the following basis:

One hundred twenty dollars less ten dollars for each calendar month during the immediately preceding December 1 through November 30 period in which the employee failed to work all the days he was scheduled to work that month unless his failure to work was due to good cause.

Pro rata payments for the months they are on the payroll shall be provided for those employees who are given employment or who are laid off, who retire, who are given a seniority section (e) leave of absence to serve as a union representative, who enter or return from the armed services, and who are forced to leave their employment because of sickness and injury during the qualifying period.

Section (c) **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.

Section (d) **Reporting Pay**

Unless notified not to report, when an employee reports for work at his usual starting time, he shall be entitled to four hours' pay whether or not the operation works the full four hours, but after the first four 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 can not 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.

Article VIII—HOLIDAYS

Section (a) **Holidays Observed**

The following nine holidays shall be observed: New Year's Day, April 1st, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and, in honor of the memory of the late John L. Lewis, effective January 1, 1972 the employee's birthday. If the employee's birthday is February 29 or his birthday falls on one of the other eight holidays, he may elect to celebrate some other day than his birthday as his individual holiday.

Section (b) **Sunday Holidays**

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

Section (c) **Monday Holidays**

If any of the foregoing holidays are celebrated on Monday, in accordance with the federal and state laws providing for uniform annual observance of certain holidays on Monday, work on the Saturday preceding the holiday is optional except for those employees covered by section (k) of article III.

Section (d) **Pay for Holidays Worked**

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

Section (e) **Pay for Holidays Not Worked**

Employees who do not work on the foregoing holidays will be paid straight time or straight rate 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.

Section (g) **Holidays for Sick and Injured**

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

Section (h) **Time of Payment**

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

Article IX—REGULAR VACATION

Section (a) **Annual Vacation**

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

Section (b) **Dates of Regular Vacation Period**

(1) Beginning at the start of the day shift on Saturday, June 24, 1972, and ending at the beginning of the day shift on Saturday, July 8, 1972; or beginning at the start of the day shift on Saturday, July 8, 1972, and ending at the beginning of the day shift on Saturday, July 22, 1972.

(2) Beginning at the start of the day shift on Saturday, June 23, 1973, and ending at the beginning of the day shift on Saturday, July 7, 1973; or beginning at the start of the day shift on Saturday, July 7, 1973, and ending at the beginning of the day shift on Saturday, July 21, 1973.

(3) Beginning at the start of the day shift on Saturday, June 22, 1974, and ending at the beginning of the day shift on Saturday, July 6, 1974; or beginning at the start of the day shift on Saturday, July 6, 1974, and ending at the beginning of the day shift on Saturday, July 20, 1974.

(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.

(5) Employees required to work during either of these periods at coke plants and other necessarily continuous operations or on emergency or repair work shall have vacations of the same duration at another agreed period of fourteen consecutive days.

Section (c) **Stagggered Regular Vacations**

To further assure a continued supply of coal and extend employment opportunities any Employer may operate his mine without interruption and schedule regular vacations of 14 consecutive 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 by January 1.

Should the Employer elect to operate his mine without interruption, vacation period shall be scheduled by the Employer at the times desired by individual employees so long as this does not affect the operation of the mine. 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 advance notice of his scheduled vacation as practicable.

Section (d) **Qualifying Period and Amount of Payment**

(1) **Qualifying Period:** All employees with a record of one year's standing from June 1, 1971 to May 31, 1972, shall receive as compensation for the 1972 vacation period the sum of ten times the employee's day wage rate; and all employees with a record of one year's standing from June 1, 1972, to May 31, 1973, shall receive as compensation for the 1973 vacation period the sum of eleven times the employee's day wage rate; and all employees with a record of one year's standing from June 1, 1973, to May 31, 1974, shall receive as compensation for the 1974 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 pay due for the period in question. The employee's day wage rate will be his regular rate paid at the time his vacation payment 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 10¢ for the afternoon shift and 15¢ for the midnight shift and then divide the total of 25¢ by three to arrive at an average of 8-1/3 cents per hour shift differential. For employees who only rotate the day and afternoon shifts, take the afternoon shift differential of 10¢ and divide by two to arrive at an average of 5¢ 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) **Time of Payment**

The vacation payment shall be made on the last pay day immediately preceding the beginning of the respective vacation periods. If the Employer elects to stagger his mine, an employee taking his individual vacation between January and July is entitled to his vacation payment immediately preceding the beginning of his respective vacation. If the employee takes his individual vacation after the regular June-July vacation period, he is entitled to receive his vacation payment on the last pay day before the June vacation period. 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 (f) **Obligation for Payment**

Failure of any Employer signatory hereto to make full and prompt payment of the amounts required hereby, 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, sub-leased, assigned or otherwise disposed of for the purpose of avoiding the obligation hereunder.

Article X—GRADUATED VACATION

Section (a) **General**

Any employee who has performed work in the calendar year and who had the length of continuous employment 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.

Length of continuous employment	Additional days per year
10 years but less than 11 years	1 day
11 years but less than 12 years	2 days
12 years but less than 13 years	3 days
13 years but less than 14 years	4 days
14 years but less than 15 years	5 days
15 years but less than 16 years	6 days
16 years but less than 17 years	7 days
17 years but less than 18 years	8 days
18 years but less than 19 years	9 days
19 years or over	10 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 voluntarily quitting, discharge, retirement or a final determination of permanent and total disability under federal and/or state laws which provide compensation therefore.

(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 employment is broken by refusal to respond to return to work when there is available employment at the mine for those in said panel in accordance with the second sentence of section (k) of article XIII.

(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 re-employed 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 1972 is determined by the number of years he has been employed by the Employer as of May 31, 1972. The number of days in 1973 is determined by the number of years he has been employed by the Employer as of May 31, 1973 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. However, if the employee does not take his graduated vacation before July 1, he is entitled to receive his graduated vacation payment the last pay day in June. An employee with unbroken continuous employment who did not work during the period prior to July 1 who returns to work after July 1 shall receive his graduated vacation payment upon his return to work.

Section (f) **Rate of Payment**

Graduated vacation payment will be based on the employee's day wage rate at the time his vacation payment is due, as provided in section (e) above, and shall include any applicable shift differentials.

Section (g) **Time for Scheduling**

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 XI—CHECKOFF

The membership dues, including initiation fees, and assessments of the United Mine Workers of America and its various subdivisions, as authorized and approved by the International 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 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, 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 assignments from each employee so employed. Upon the presentation to the Employers of such assignments 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 XII—MANPOWER TRAINING

Section (a) **Joint National Advisory Training Committee**

In order to promote manpower training in the industry, there shall be established a Joint National Advisory Training Committee. This committee shall be composed of three representatives appointed by the United Mine Workers of America and three representatives of the industry, appointed by the Bituminous Coal Operators' Association. It shall be the responsibility of this committee to:

(1) Implement and/or further refine and develop the Statement of Manpower Training Needs and Basic Manpower Training Principles as set forth in the memorandum of understanding between the parties.

(2) Concern itself with the broad problems and opportunities related to the development and implementation of programs dealing with manpower training within the bituminous coal industry.

(3) Set forth general guidelines for the implementation of manpower programs at the local level.

Section (b) **District Implementation**

Within each district there shall be established an appropriate means to implement the principles developed by the Joint National Advisory Committee and to foster the development of effective training programs for each company and/or the industry within that district.

Section (c) **Orientation for New Employees**

Orientation programs for new employees may be established at each of the mines signatory to this agreement with special emphasis on health and safety matters. The content of such programs shall conform to the guidelines as established by the Joint National Advisory Training Committee. However, included in such programs shall be the rights and responsibilities of the individual as well as those of management under the terms of the National Bituminous Coal Wage Agreement. The UMWA shall provide the appropriate personnel and material to assist in the successful implementation of this activity .

Article XIII—SENIORITY

Section (a) **Definition**

Seniority at the mine shall be recognized in the industry on the following basis: Length of service and qualification to perform the work.

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

In all cases where the working force is to be reduced, employees with the greatest seniority shall be retained providing they are qualified to perform the work.

Section (c) **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).

Section (d) **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.

Section (e) **Leave of Absence**

Employees will be granted a leave of absence in order to serve as a district or international officer or representative and shall retain their seniority earned prior to their layoff and will continue to accrue seniority while serving in the capacity of union officer or representative. This provision is retroactive to April 1, 1964.

Section (f) **Temporary Supervisors**

Employees who are promoted to a supervisory position exempt from coverage under this agreement for a period in excess of four months shall retain their original seniority as of the 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 months in a supervisory position, he will accrue no seniority during the four-month period. If the employee worked four months or less, he will continue to accrue seniority during the four-month period.

Section (g) **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 under section (h) of this article.

Section (h) **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 for a period of five production days and will be properly identified as to job title, wage rate and, at nonrotating mines, as to shift. If the new job or the vacancy does not yet exist, the estimated date when the job or vacancy will exist will also be posted.

(2) Any employee—including panel members—who believes he is qualified to perform the work of the permanent vacancy or new job shall be entitled to bid on such vacancy during the five-day posting period.

(3) Within five production days after the five-day posting period, the senior qualified employee 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 thirty days. If during that thirty-day period the job for which he has been selected is temporarily filled, 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) When an employee is absent from work due to illness or other legitimate reason during the five-day posting period he shall be notified by management of the vacancy. Notice to the last known address by certified mail shall be sufficient notice.

(5) During the five-day posting period and the five-day selection period the management shall have the right to fill such vacancy by an employee they may select.

(6) No claim shall be recognized by either the company or union representatives for any vacancy after the five-day period and the job has been filled by the senior qualified man making a bid for the same.

(7) 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 twelve months after his last job change under this procedure. The twelve months will commence from the date the employee was slected 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.

(8) If an employee withdraws his bid before the end of the five-day 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 five-day posting period and is selected for the job, he must accept the job provided the job was properly identified.

Section (i) **Training for Vacancy Not Filled by Bidding**

A permanent vacancy and new job which remains unfilled after having been posted in accordance with the provisions of section (h) of this article may be filled by hiring a new qualified applicant for employment. If no such qualified applicant is available and the vacancy is to be filled, a training opportunity for such vacancy shall be posted for a period of five 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 basic manpower training principles referred to in article XII, subsection (a)(1) of this agreement.

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 (j) **Transfer to Other Mines of Employer**

When a mine is abandoned or closed after April 1, 1966 employees laid off shall at their request be placed on the panel of the other mine or mines of the same Employer in the same UMWA district.

When employees are laid off in a reduction in force at a mine after October 1, 1968, the employees so laid off shall at their request be placed on the panel of the other mine or mines of the same Employer in the same UMWA district.

When 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 abandoned mine 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 will not begin until they are so transferred with the following exception:

When employees from the abandoned mine 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 abandoned mine on dismantling work.

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

Section (k) **Recall**

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 (l) **Panel Custodians**

The superintendent of the mine and the secretary of the local union shall be joint custodians of the panel records. It shall be the obligation of the employee to keep the custodians advised of any change of address. Notice to the last known address by certified mail shall be sufficient notice of recall. Failure to respond within a reasonable time shall be sufficient reason to remove him from the panel.

Section (m) **Seniority Grievances**

Grievances which arise under the provisions of this article shall be processed under the "Settlement of Disputes" article of this agreement.

Article XIV—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.

Section (b) **Checkweighmen**

The employees shall have the right to a checkweighman of their own choosing to inspect the weighing of coal; provided that in any case where on account of physical conditions and mutual agreement, wages are based on measure or other method than on actual weights, the employees shall have the right to check the accuracy and fairness of such method by a representative of their own choosing. (1941)

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. (1941)

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. (1941)

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. (1941)

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. (1941)

The checkweighman or checkmeasurer, as the case may require, shall be permitted at all times to be present at the weighing or measuring of coal, also have power to checkweigh or checkmeasure the same; and during the regular working hours to have the privilege to balance and examine the scales or measure the cars, providing that all such balancing and examination of scales shall only be done in such 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. (1941)

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 management, 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 pratice of docking for impurities as applying to individual workers."

All reject clauses of a similar character shall be eliminated from district agreements. (1941)

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. (1945)

Section (e) **Explosives**

Matters affecting the cost of explosives are referred to the district conferences. (1941)

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. (1941)

Section (g) **Cutting Coal**

The cutter shall cut the coal as directed by the Employer. (1941)

Section (h) **Blacksmithing**

There will be no charge for blacksmithing. (1945)

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 XV—WELFARE AND RETIREMENT FUND

Section (a)

It is hereby stipulated and agreed by the contracting parties hereto that there is hereby created a Fund to be designated and known as the "United Mine Workers of America Welfare and Retirement Fund of 1950." During the life of this agreement, each operator signatory hereto shall pay into such Fund on each ton of two thousand (2,000) pounds of bituminous coal produced by such operator for use or for sale an amount as follows: For the period beginning November 12, 1971 and ending November 11, 1972, 60 cents per ton on each ton produced during the period; for the period beginning November 12, 1972 and ending May 11, 1973, 65 cents per ton on each ton produced during the period; for the period beginning May 12, 1973 and ending November 11, 1973, 70 cents per ton on each ton produced during the period; for the period beginning November 12, 1973 and ending May 11, 1974, 75 cents per ton on each ton produced during the period; and for the period beginning May 12, 1974 and ending when this agreement is terminated, as provided for by its terms, 80 cents per ton on each ton produced during the period. On all bituminous coal procured or acquired by any signatory operator for use or for sale (i.e., all bituminous coal other than that produced by such signatory operator), there shall, during the life of this agreement, be paid into such Fund by each such signatory operator hereto or any subsidiary or affiliate of such operator signatory hereto an amount per ton which is equal to the amount which would be payable hereunder if the signatory operator had produced the coal for use or sale plus forty cents (40¢) per ton on each ton of such bituminous coal so procured or acquired on which the amount per ton payable hereunder on coal produced for use or sale had not been paid into said Fund prior to such procurement or acquisition. 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 final decision that the provision appearing in the sentence 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 party of the second part, 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. The obligation under this article of any operator signatory hereto shall be limited to the payment of the foregoing amounts. Such Fund shall have its place of business in Washington, District of Columbia, and it shall be operated by a Board of Trustees, one of whom shall be appointed as a representative of the Employers, one of whom shall be appointed as a representative of the United Mine Workers of America and one of whom shall be a neutral party, selected by the other two. In the event of resignation, death, inability or unwillingness to serve of the Trustee appointed by the operators or the Trustee appointed by the United Mine Workers of America, the operators shall appoint the successor of the Trustee originally appointed by them and the United Mine Workers of America shall appoint the successor of the Trustee originally appointed by it.

The operators signatory hereto do hereby appoint C. W. Davis of Bluefield, West Virginia, as their representative on said Board of Trustees. The United Mine Workers of America do hereby appoint Edward L. Carey of Rockville, Maryland, as its representative on said Board of Trustees. It is further stipulated and agreed by the joint contracting parties that Paul Dean of 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 Fund herein created.

In the event of a deadlock on the designation or agreement as to any future neutral Trustee, an impartial umpire shall be selected either by agreement of the two Trustees, representatives of the contracting parties hereto, or by petition by either of the contracting parties hereto to the United States District Court for the District of Columbia for the appointment of such an impartial umpire, all as made and provided in Section 302 (c) of the Labor-Management Relations Act, 1947.

It is agreed by the contracting parties hereto that the Trustees herein provided for shall serve for the duration of this contract and as long thereafter as the proper continuation and administration of said Trust shall require.

It is agreed that this Fund is an irrevocable trust created pursuant to Section 302 (c) of the Labor-Management Relations Act, 1947, and shall endure as long as the purposes for its creation shall exist. Said purposes shall be to make payments from principal or income or both, of (1) benefits to employees of said operators, their families and dependents for medical or hospital care, pensions on retirement or death of employees, compensation for injuries or illness resulting from occupational activity or insurance to provide any of the foregoing, or life insurance, disability and sickness insurance or accident insurance; (2) benefits with respect to wage loss not otherwise compensated for at all or adequately by tax supported agencies created by federal or state law; (3) benefits on account of sickness, temporary disability, permanent disability, death or retirement; (4) benefits for any and all other purposes which may be specified, provided for or permitted in Section 302 (c) of the Labor-Management Relations Act, 1947, as agreed upon from time to time by the Trustees including the making of any or all of the foregoing benefits applicable to the individual members of the United Mine Workers of America and their families and dependents, and to employees of the operators other than those exempted from this agreement; and (5) benefits for all other related welfare purposes as may be determined by the Trustees within the scope of the provisions of the aforesaid Labor-Management Relations Act, 1947. Subject to the stated purposes of this Fund, the Trustees shall have full authority, within the terms and provisions of the Labor-Management Relations Act, 1947, and other applicable law, with respect to questions of coverage and eligibility, amounts of benefits, methods of providing or arranging for provisions for benefits, investment of trust funds, and all other related matters. The Trustees shall be governed by benefits priorities as agreed to by the contracting parties contingent upon the financial feasibility and the maintenance of the financial integrity of the Fund.

The aforesaid Trustees shall designate a portion (which may be changed from time to time) of the payments herein provided, based upon the Trust's statistical experience, as a separate fund to be administered by the said Trustees herein described and to be used for providing for pensions or annuities for the members of the United Mine Workers of America or their families or dependents and such other persons as may be properly included as beneficiaries thereunder.

Title to all the moneys paid into and/or due and owing said Fund shall be vested in and remain exclusively in the Trustees of the Fund, and it is the intention of the parties hereto that said Fund shall constitute an irrevocable trust and that no benefits or moneys payable from this Fund shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt so to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge the same shall be void. The moneys to be paid into said Fund shall not constitute or be deemed wages due to the individual mine worker, nor shall said moneys in any manner be liable for or subject to the debts, contracts, liabilities or torts of the parties entitled to such money, i.e., the beneficiaries of said Trust under the terms of this agreement.

The obligation to make payments to the "United Mine Workers of America Welfare and Retirement Fund of 1950" under this contract shall become effective on November 12, 1971, and the first actual payments are to be made on December 10, 1971, and thereafter continuously on the 10th day of each succeeding calendar month covering the production of all coal for use or sale during the preceding month.

It is stipulated and agreed by the contracting parties hereto that the Trustee designated by the United

Mine Workers of America shall be the Chief Executive Officer and the Chairman of the Trustees of the Fund provided for in this agreement.

It shall be the duty of the operators signatory hereto, and each of them, to keep said payments due said Fund, as hereinabove described and provided for, current and to furnish to the United Mine Workers of America and to the Trustees hereinabove designated a monthly statement showing the full amount due hereunder for all coal produced for use or for sale from each of the several individual mines owned or operated by the said operators signatory hereto; together with a monthly statement showing the full amount due hereunder on all bituminous coal procured or acquired from any mine, preparation plant or facility other than those owned or operated by such signatory operator, all as herein above set out and provided. Payments to said Fund shall be made by check payable to "United Mine Workers of America Welfare and Retirement Fund of 1950" and shall be delivered or mailed to the office of said Fund located at 907 Fifteenth Street, N.W., Washington, D. C. 20005, or as otherwise designated by the Trustees.

It is stipulated and agreed by the contracting parties hereto that an annual independent audit of the Fund hereinabove described shall be made by competent authorities to be designated by the Trustees. A statement of the results of such audit shall be made available for inspection by interested persons at the principal office of the Fund and at such other places as may be designated by the Trustees.

Failure of any operator signatory hereto to make full and prompt payments to the "United Mine Workers of America Welfare and Retirement Fund of 1950" in the manner and on the dates herein provided shall, at the option of the United Mine Workers of America, be deemed a violation of this agreement. This obligation of each operator signatory hereto, which is several and not joint, to so pay such sums shall be a direct and continuing obligation of said operator 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, sub-leased, assigned, or otherwise disposed of for the purpose of avoiding any of the obligations hereunder.

Action which may be required hereunder by the operators for the appointment of a successor Trustee representing them, or which may be required in connection with any other matter hereunder, may be taken by those operators who at the time are parties hereto, and authorization, approval, or ratification of operators representing fifty-one percent (51 percent) or more of the coal produced for use or sale during the calendar year previous to that in which the action is taken shall be sufficient and shall bind all operators.

Section (b) **Reorganizational Study**

The aforesaid Trustees are directed to engage in exploratory discussions with appropriate government agencies for the purpose of determining what changes, if any, need to be made in this agreement relating to this Fund in order to assure exemption of its investment and other income from all income taxes. If this objective can be achieved without adversely affecting the interest of either party hereto, they will agree on such changes in the trust instrument as may be necessary.

Section (c) **Wage Deductions**

It is stipulated, understood and agreed by the contracting parties hereto that the present practices with respect to wage deductions and their use for provision of sickness and accident benefits, medical, hospital and related services shall continue during the term of this contract or until such earlier date or dates as may be agreed upon by the United Mine Workers of America and any operator signatory hereto.

However, should the Fund in the future provide sickness and accident benefits which are of the type currently provided by wage deduction, the Employer and the appropriate representatives of the United Mine Workers of America may agree to decrease or discontinue such wage deductions.

Section (d) **Audits**

If the Trustees determine that there is reasonable cause to question the accuracy of the sums paid under Section (a) 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 or representatives of the Fund those records which are necessary to verify the accuracy of sums paid hereunder.

Section (e) **Confirmation to Local Union**

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 said Employer has made the required payment to the United Mine Workers of America Welfare and Retirement Fund for the previous month.

Section (f) **Declaration of Cooperation**

It is the intent and purpose of the contracting parties hereto that full cooperation shall by each of them be given to each other, the Trustees named 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 this Fund.

Article XVI—MISCELLANEOUS

Section (a) **Bathhouse or Washroom**

There shall be no charge by the Employer for use of a bathhouse or washroom. The Employer will furnish soap in the bathhouse or washroom. Where bathhouses or washrooms are not furnished by the Employer, other satisfactory arrangements will be made between the Employer and the UMW district.

Section (b) **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 (c) **Classification Requirement**

Within sixty days of his employment or within sixty 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 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 (d) **Coke and Cleaning Plants**

Proper rules may be negotiated in district conferences to provide for continuous operation of coking and cleaning plants. (1941)

Section (e) **Compulsory Retirement**

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

Section (f) **Helpers**

On each face production crew the Employer shall designate one of the crew members as helper who, when directed, shall operate either a loading machine or any type of continuous mining equipment in the absence of the operator, but when not operating the machine shall perform such other duties within the working section as directed by the Employer. It is understood that the working crew is not to be increased by designation of a member as a helper. It is further understood that it is the intent of the parties that a member of the face production crew, other than the operator, shall be within sight or hearing of the loading machine or continuous mining equipment when said equipment is actively engaged in the production or loading of coal. The designated helper shall be paid the cutting and shearing machine operator's rate. The helper shall be paid the machine operator's rate for the time spent performing the duties of a machine operator.

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. Should any differences arise between the mine workers and the Employer as to the price so to be charged for said coal, such differences shall be settled under the terms of the "Settlement of Disputes" article.

Section (h) **House Rent**

Equitable adjustment of house rents shall be made in district conferences. (1941)

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. (1941)

Section (j) **Lampman**

The lampman is not a continuous employee under subsection (b)(3) of "Wages and Hours" article IV. A lampman works 7¼ hours at straight time and is entitled to receive premium rates for any hours worked in excess of his 7¼ hour shift.

Section (k) **Memorial Periods**

The International Union, United Mine Workers of America, may designate memorial periods not exceeding a total of ten days during the term of this agreement at any mine or operation provided it shall give reasonable notice to the Employer.

Section (l) **New Machinery**

The right to install and operate new types of equipment is recognized. When such equipment is to be installed, the Employer will notify the president of the UMWA district in which the new type of equipment will be located. It

is agreed that upon installation of new types of equipment not already in use in the industry for which no wage rates are now established the rates for operating such equipment shall be established by agreement between the Employer and—subject to the approval of the International Union—the president of the UMWA district in which the new type of equipment is operated.

Section (m) **Pay Day**

All employees will be paid at least every two weeks. (1968) Payment shall be made in cash or par check with recognition for legitimate deductions. This is designed only to prohibit the discounting of earnings through the use of scrip or tokens. (1941)

Section (n) **Portals**

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 under the terms of the "Settlement of Disputes" article. (1945)

Section (o) **Strip Mine Transportation**

Where the Employer provides transportation for the employees between the bathhouse or tipple and the strip pit, such transportation shall be safe, clean and provide protection from the elements.

Section (p) **Tools**

The Employer shall furnish all necessary mine workers' tools. (1945)

Section (q) **Tramming**

The operator's rate will be paid for tramming mobile loading, cutting, continuous mining or related machines and equipment from one location to another.

Article XVII—SETTLEMENT OF DISPUTES

Section (a) **Mine Committee**

A committee of three employees shall be elected at each mine by the employees at such mine. Each member of the mine committee shall be an employee of the mine at which he is a committee member, and shall be eligible to serve as a committee member only so long as he continues to be an employee of said mine. The duties of the mine committee shall be confined to the adjustment of disputes arising out of this agreement that the mine management and the employee or employees have failed to adjust. The mine committee shall have no other authority or exercise any other control, nor in any way interfere with the operation of the mine; for violation of this section any and all members of the committee may be removed from the committee. (1941)

Section (b) **Grievance Procedure**

Should differences arise between the Mine Workers and the 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 be made to settle such differences at the earliest practicable time. (The parties will not be represented by legal counsel at any of the steps below.):

(1) By the aggrieved party and his foreman who shall have authority to settle the complaint. Any grievance which is not filed by the aggrieved party within fifteen calendar days after he reasonably should have known of such grievance shall be considered invalid and not subject to further prosecution under the grievance machinery.

(2) If no agreement is reached, the grievance shall be taken up by the mine committee and the mine management within five calendar days of the conclusion of step 1. A standard grievance form shall be completed and jointly signed by the parties to the grievance. Such a form will be agreed upon by the parties.

(3) If no agreement is reached, the grievance shall be taken up by the UMW district representative and a designated representative of the Employer within ten calendar days of the conclusion of step 2.

(4) If no agreement is reached the grievance shall be taken up by the Board within ten calendar days of the conclusion of step 3 or in discharge cases within five calendar days of notice of appeal. The Board shall consist of four members, two of whom shall be designated by the Union and two by the Employer. Neither the Union's representatives on the Board nor the Employer's representatives on the Board shall be the same persons who participated in steps 1, 2, or 3 of this procedure.

(5) Should the Board fail to agree the matter shall, within ten calendar days after decision by the Board, be referred to an umpire who shall expeditiously and without delay decide said case. The decision of the umpire shall be final. Expenses and fees incident to the services of an umpire shall be paid equally by the Employer or Employers affected and by the Union.

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 5 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.

Section (c) **Joint Committee on Arbitration Procedure**

A committee of equal representation from the Employers and the Union will be appointed immediately after the execution of this agreement to study the feasibility of a permanent or chief umpire and/or panel of umpires to arbitrate disputes which may arise under the terms of the agreement.

The committee will examine methods of selection, tenure, compensation and related matters and will complete its report and recommendations no later than April 1, 1972.

Article XVIII—DISCHARGE PROCEDURE

Notwithstanding any other provisions of the National Bituminous Coal Wage Agreement of 1971 the following expedited procedure for the handling of discharge cases is adopted on an experimental basis. This procedure shall remain in effect until November 12, 1972 and shall continue for the term of this agreement unless terminated by thirty-day notice from either party.

No employee shall be summarily discharged.

Where management concludes that the conduct of an employee justifies discharge, he shall be given written notice stating the reason, with a copy to be furnished to the mine committee. He may be relieved from his duties for a period of not more than five calendar days.

Within such five calendar days, the employee may request, and shall be granted, a hearing before the mine superintendent or his designated representative. The employee and the mine committee shall be notified of the time and place of such hearing at which the facts concerning the violation shall be presented. The employee shall be present at the hearing along with the mine committee and the district representative. After such hearing or if no hearing was requested, mine management shall immediately at the conclusion of such five calendar days notify the employee, the mine committee and the district representative in writing of its decision.

Should the employee believe that mine management's decision is without just cause, the grievance shall be referred directly to step four of the grievance machinery within five calendar days of receipt of such decision and it shall be disposed of in accordance with those procedures of the agreement.

In any case in which management has discharged an employee, it shall be the duty of the company to go forward with its evidence in the hearing and the grievant and the Union will then present the case for the grievant.

In all discharge cases should it be decided by the umpire that an injustice has been dealt the grievant, the company shall be ordered to reinstate such grievant and pay him such wages as he would have earned had he not been initially relieved from his duties and then discharged.

The decision of the umpire shall be final and shall not be subject to reopening except by mutual agreement. Expenses and fees incident to the arbitration shall be borne equally by both parties.

Cases where an employee is relieved of his duties but is not discharged shall be processed under the regular grievance procedure entitled "Settlement of Disputes."

If this provision is not extended, disputes which would have been handled under this provision will be handled under the following provision from the National Bituminous Coal Wage Agreement of 1968 which is incorporated herein for this purpose:

> **"Discharge Cases**
>
> When a mine worker has been discharged from his employment and he believes he has been unjustly dealt with, it shall be a case under the 'Settlement of Local and District Disputes' clause. In all discharge cases should it be decided under the rules of this agreement that an injustice has been dealt the mine worker, the operator shall reinstate and compensate him at the rate based on the earning of said mine worker prior to such discharge. Provided, however, that such case shall be taken up within five days from the date of discharge."

Article XIX—DISTRICT AGREEMENTS

Section (a) **New Districts**

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. Prior practice and custom not in conflict with this agreement may be continued, but any provisions in district or local agreements providing for the levying, assessing or collecting 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. Wherever a conflict arises between this agreement and any district or local agreement, this agreement shall prevail.

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.

(continued on page 20)

APPENDIX A — 1971 BITUMINOUS COAL WAGE AGREEMENT

STANDARD DAILY WAGE RATES UNDERGROUND AT DEEP MINES

*Standard Daily Wage Rates

GRADE 6

Nov. 12, 1971	Nov. 12, 1972	Nov. 12, 1973
$41.50	$45.75	$50.00

Concentration of Classifications

A. Continuous Mining Machine Operator
B. Electrician
C. Mechanic
D. Fireboss
E. Longwall Machine Operator
F. Welder, First Class

GRADE 5

$40.25	$43.75	$47.25

Concentration of Classifications

A. Cutting Machine Operator
B. Dispatcher
C. Loading Machine Operator
D. Designated Machine Operator Helper
E. General Inside Repairman and Welder
F. Roof Bolter

GRADE 4

$38.75	$41.75	$44.75

Concentration of Classifications

A. Driller—Coal
B. Shooter
C. Precision Mason—Construction
D. Faceman
E. Dumper

GRADE 3

$37.45	$40.45	$43.25

Concentration of Classifications

A. Motorman
B. Shuttle Car Operator

GRADE 2

$37.25	$40.00	$42.75

Concentration of Classifications

A. Beltman
B. Bonder
C. Brakeman
D. Bratticeman
E. General Inside Labor
F. Electrician Helper
G. Mason
H. Mechanic Helper
I. Pumper
J. Timberman
K. Trackman
L. Wireman

GRADE 1

$37.00	$39.75	$42.25

Concentration of Classifications

A. Laborer—Unskilled

* The **Standard Hourly Wage Rate** shall be computed by dividing the **Standard Daily Wage Rate** by eight (8) hours and rounding off to three (3) decimal places.

STANDARD DAILY WAGE RATES STRIP AND AUGER MINES

*Standard Daily Wage Rates

Nov. 12, 1971	Nov. 12, 1972	Nov. 12, 1973

GRADE 6

$42.00	$46.00	$50.00

Concentration of Classifications

A. Coal Loading Shovel Operator
B. Overburden Stripping Machine Operator
C. Master Electrician

GRADE 5

$39.00	$42.50	$46.00

Concentration of Classifications

A. Electrician
B. Machinist
C. Mechanic
D. Welder, First Class
E. Shovel and Dragline Oiler

GRADE 4

$37.90	$40.90	$43.75

Concentration of Classifications

A. Mobile Equipment Operator
B. Repairman
C. Stationary Equipment Operator
D. Welder
E. Driller and Shooter
F. Groundman

GRADE 3

$37.00	$39.50	$42.00

Concentration of Classifications

A. Tipple Attendant
B. Electrician Helper
C. Mechanic Helper
D. Machinist Helper
E. Repairman Helper

GRADE 2

$36.50	$39.00	$41.50

Concentration of Classifications

A. Car Dropper
B. Car Dumper
C. Car Trimmer
D. Sampler
E. Truck Driver Service
F. Utility Man

GRADE 1

$36.35	$38.85	$41.25

Concentration of Classifications

A. 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 rounding off to three decimal places.

STANDARD DAILY WAGE RATES PREPARATION PLANTS AND OTHER SURFACE FACILITIES FOR DEEP OR SURFACE MINES

*Standard Daily Wage Rates

Nov. 12, 1971	Nov. 12, 1972	Nov. 12, 1973

GRADE 5

$38.00	$41.50	$45.00

Concentration of Classifications

A. Electrician
B. Machinist
C. Mechanic
D. Welder, First Class
E. Preparation Plant Central Control Operator

GRADE 4

$37.30	$40.40	$43.50

Concentration of Classifications

A. Mobile Equipment Operator
B. Repairman
C. Stationary Equipment Operator
D. Welder
E. Railroad Car Loader Operator

GRADE 3

$36.55	$39.15	$41.75

Concentration of Classifications

A. Tipple Attendant
B. Dock Man
C. Electrician Helper
D. Machinist Helper
E. Mechanic Helper
F. Repairman Helper

GRADE 2

$36.05	$38.65	$41.25

Concentration of Classifications

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

GRADE 1

$35.80	$38.40	$41.00

Concentration of Classifications

A. 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 rounding off to three decimal places.

Article XX—MAINTAIN INTEGRITY OF CONTRACT

The United Mine Workers of America and the Employers agree and affirm that they will maintain the integrity of this contract 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.

Article XXI—NATIONAL CONFERENCES

It is hereby stipulated and agreed by all parties signatory hereto that they, and each of them, will attend any conference or conferences held under the terms of this agreement and that such conference or conferences shall be convened at Washington, District of Columbia, unless such place of meeting is changed by mutual agreement of the parties.

Article XXII—SEVERABILITY CLAUSE

In the event any provision of this agreement is declared invalid, all other provisions of this agreement shall remain in full force and effect.

Article XXIII—TERMINATION OF AGREEMENT

This agreement dated November 12, 1971 shall be effective November 12, 1971 and is not subject to termination by any party signatory hereto prior to November 12, 1974, provided, however, that either the parties of the first part or the party of the second part may terminate this agreement on or after November 12, 1974 by giving at least sixty days written notice to the other party of such desired termination date.

IN WITNESS WHEREOF, each of the parties signatory hereto, pursuant to proper authority, has caused this agreement effective November 12, 1971 to be signed by its proper officers or representatives in New York, New York on this 13th day of November 1971.

District.....

Date .....

UNITED MINE WORKERS OF AMERICA

OPERATORS

.....
(Type or Print Name of Company)

.....
(Address)

.....

.....
(Signature and Title of Signer)

.....
(Type or Print Name and Title of Signer)

.....
(Signature and Title of Signer)

.....
(Type or Print Name and Title of Signer)

NATIONAL BITUMINOUS COAL WAGE AGREEMENT OF 1974

Effective December 6, 1974

we did not
copy appendices
which are
mainly job classifications

HD
4966
.M63
U660
1974

NATIONAL BITUMINOUS COAL WAGE AGREEMENT OF 1974

Effective December 6, 1974

we did not
copy appendices
which are
mainly job classifications

TABLE OF CONTENTS

		Page
Article I—ENABLING CLAUSE		1
Article II—SCOPE AND COVERAGE		2
Section (a)	Work Jurisdiction	2
Section (b)	Exemptions Clause	3
Section (c)	Supervisors Shall Not Perform Classified Work	4
Section (d)	Management of the Mines	4
Section (e)	Union's Rights	4
Section (f)	Application of This Contract to the Employer's Coal Lands	5
Section (g)	Contracting and Subcontracting	5
Section (h)	Leasing, Subleasing and Licensing Out of Coal Lands	6
Section (i)	Construction Work	6
Article III—HEALTH AND SAFETY		6
Section (a)	Right to a Safe Working Place	6
Section (b)	Federal Coal Mine Health and Safety Act of 1969	7
Section (c)	Joint Industry Health and Safety Committee	7
Section (d)	Mine Health and Safety Committee	8
Section (e)	Access to the Mine	11
Section (f)	Reports	12
Section (g)	Safety Rules and Regulations	12
Section (h)	Cooperation in Development of Mining Plans	13
Section (i)	Preservation of Individual Safety Rights	13
Section (j)	Physical Examination	15
Section (k)	Minimum Age	16
Section (l)	Workmen's Compensation and Occupational Disease	16
Section (m)	Safety Equipment and Protective Clothing Allowance	17
Section (n)	Maintenance	17
Section (o)	Special Safety Problem Areas	18
Section (p)	Settlement of Health or Safety Disputes	19
Article IV—WAGES AND HOURS		21
Section (a)	Basic Work Week	21
Section (b)	Basic Work Day	21

		Page
Section (c)	Lampman	22
Section (d)	Saturday, Sunday and Premium Work	22
Section (e)	Standard Daily Wage Rate	24
Section (f)	Joint Commission on Job Evaluations, Job Grades, and Correction of Job Grade Inequities	25
Article V—HELPERS ON FACE EQUIPMENT IN UNDERGROUND MINES		26
Section (a)	Assignment of Helpers	26
Section (b)	Duties and Responsibilities of Helpers	27
Section (c)	Exemption	28
Section (d)	Implementation	28
Article VI—SHIFTS AND SHIFT DIFFERENTIALS		28
Section (a)	Multiple Shifts	28
Section (b)	Hoisting of Coal	28
Section (c)	Shift Differentials	28
Section (d)	Working into the Next Shift	29
Section (e)	Call-back	29
Section (f)	Shift Rotation	29
Article VII—MINE COMMUNICATION COMMITTEES		29
Article VIII—STARTING TIME		30
Section (a)	Shift Starting Time	30
Section (b)	Lowering Employees	30
Section (c)	Safety and Maintenance	31
Section (d)	Surface Facilities	31
Section (e)	Crew Changes	31
Article IX—ALLOWANCES		31
Section (a)	Bereavement Pay	31
Section (b)	Jury Duty	32
Section (c)	Reporting Pay	32
Section (d)	Military Duty	32
Section (e)	Personal or Sick Leave	33
Section (f)	Christmas Bonus for 1974	34
Section (g)	Cost-of-Living Catch-Up Allowance	34
Article X—COST-OF-LIVING ADJUSTMENT		34
Section (a)	Entitlement	34
Section (b)	Definitions	35
Section (c)	Method of Computation	35
Section (d)	Limitations	36
Section (e)	Adjustments Made November 1, 1976 and Prior	36
Section (f)	Cost-of-Living Roll-in	36
Section (g)	Unavailability of Consumer Price Index	37
Section (h)	No Downward Adjustment	37
Section (i)	Cost-of-Living Schedule	37
Section (j)	Adjustment Dates	40
Section (k)	Adjustments Made After 2nd Anniversary Date of this Agreement	41
Article XI—SICKNESS AND ACCIDENT BENEFITS		41
Section (a)	General Purpose	41
Section (b)	Eligibility	41
Section (c)	Commencement and Duration of Benefits	42
Section (d)	Amount and Payment of Benefits	44
Section (e)	Filing of Claims for Benefits	45
Section (f)	Structure and Administration	45
Article XII—HOLIDAYS		47
Section (a)	Holidays Observed	47
Section (b)	Sunday Holidays	48
Section (c)	Monday Holidays	49
Section (d)	Pay for Holidays Worked	49
Section (e)	Pay for Holidays Not Worked	49
Section (f)	Holidays During Vaction Period	49
Section (g)	Birthday Holidays	49
Section (h)	Holidays for Sick and Injured	50
Section (i)	Time of Payment	50
Article XIII—REGULAR VACATION		50
Section (a)	Annual Vacation	50
Section (b)	Dates of Regular Vacation Period	50
Section (c)	Staggered Regular Vacation	51
Section (d)	Qualifying Period and Amount of Payment	52
Section (e)	Floating Vacation Days	53
Section (f)	Time of Payment	53
Section (g)	Obligation for Payment	54
Section (h)	Work During Vacation Shutdown	54
Article XIV—GRADUATED VACATION		55
Section (a)	General	55
Section (b)	Definition of Additional Days	55

		Page
Section (c)	Definition of Continuous Employment	56
Section (d)	Amount of Continuous Employment	56
Section (e)	Time of Payment	57
Section (f)	Rate of Payment	57
Section (g)	Scheduling and Pay in Lieu	57
Section (h)	Sick and Injured Employees	57
Article XV—CHECKOFF		58
Article XVI—TRAINING		59
Section (a)	Priority	59
Section (b)	Orientation for New Employees	59
Section (c)	General Retraining Programs	62
Section (d)	Safety Training for Specific Job	65
Section (e)	Maintenance Training and Rate of Pay	65
Section (f)	New Inexperienced Employees at Underground Mines	66
Section (g)	General Training Provisions	67
Article XVII—SENIORITY		68
Section (a)	Definition of Seniority	68
Section (b)	Reduction in Work Force	68
Section (c)	Layoff Procedure	68
Section (d)	Panels	69
Section (e)	Panel Custodians	69
Section (f)	Panel Members Accrue Seniority	70
Section (g)	Right to be Recalled	70
Section (h)	Recall of Persons on Layoff Status	70
Section (i)	Job Bidding	71
Section (j)	Training for Vacancy Not Filled by Bidding	75
Section (k)	Transfer to Other Mines of Employer	76
Section (l)	Leave of Absence	77
Section (m)	Permanent and Temporary Supervisors	77
Section (n)	Shift Preference	78
Article XVIII—TONNAGE RATES AND HAND LOADING		78
Section (a)	Tonnage Rates	78
Section (b)	Checkweighmen	78
Section (c)	Preparation and Cleaning of Coal	80
Section (d)	Delivery of Cars	80
Section (e)	Explosives	81

		Page
Section (f)	Bottom Coal	81
Section (g)	Cutting Coal	81
Section (h)	Blacksmithing	81
Section (i)	Rockdusting	81
Section (j)	Day Men Transferred	81
Article XIX—CLASSIFICATION		81
Section (a)	Working in Classification	81
Section (b)	Classification Requirement	82
Section (c)	Temporary Assignments	82
Section (d)	Protection Against Discrimination	82
Section (e)	Compensation for Temporary Assignments	82
Article XX—HEALTH AND RETIREMENT BENEFITS		83
Section (a)	General Purpose	83
Section (b)	1950 Plans and Trusts	84
Section (c)	1974 Plans and Trusts	85
Section (d)	Contributions by Employers	86
	Definition of Hours Worked	89
Section (e)	Responsibilities and Duties of Trustees	94
Section (f)	Audits, Reports and Notices	95
Section (g)	Administration of Trusts	97
SUMMARY OF PRINCIPAL PROVISIONS, UMWA HEALTH AND RETIREMENT BENEFITS		99
(1)	Pensions for Miners Who Are Already Retired	99
(2)	Pensions for Miners Who Retire After the Effective Date of This Agreement But Prior to January 1, 1976	100
(3)	Pensions for Miners Who Retire in 1976	100
(4)	Pensions for Miners Who Retire in 1977	101
(5)	Pensions for Disabled Miners	102
(6)	Pensions for Widows	103
(7)	Deferred Vested Pension	103
(8)	Basic Death Benefits	104
(9)	Death Benefits When Death is the Result of a Mine Accident	104
(10)	Health Services Card	105
(11)	Health Care	106
Article XXI—SURFACE MINES		106
Section (a)	Parking Areas	106

Page

Section (b) Manning of Surface Mining Equipment 107
(1) Generally 107
(2) Duties of Oiler 108
(3) Duties of Groundman 108
(4) Drill Helper 108
Section (c) Eating Place 109
Section (d) Cabs 109
Section (e) Special Health and Safety Problems in Surface Mines 109
Section (f) Toilets 111
Section (g) Swing Shift 111
Section (h) Leasing of Employees' Vehicles 111
Section (i) Production and Processing of Coal at Surface Mines 111

Article XXII—MISCELLANEOUS 112
Section (a) Bathhouse 112
Section (b) Access Roads 112
Section (c) Parking Facilities 113
Section (d) Bulletin Boards 113
Section (e) Coke and Cleaning Plants 113
Section (f) Compulsory Retirement 113
Section (g) House Coal 113
Section (h) House Rent 113
Section (i) Irregular Work 114
Section (j) Memorial Periods 114
Section (k) Closing Following Fatal Accident 114
Section (l) New Machinery 114
Section (m) Pay Day 115
Section (n) Lunches 115
Section (o) Portals 115
Section (p) Tools 116
Section (q) Tramming 116
Section (r) Local Union Meeting Place 116

Article XXIII—SETTLEMENT OF DISPUTES 116
Section (a) Mine Committee 116
Section (b) Arbitration Review Board 117
Section (c) Grievance Procedure 118
Section (d) Fifteen Day Limitation 121
Section (e) Earnest Effort to Resolve Disputes 121
Section (f) Employee's Right to Presence of Member of Mine Committee 121
Section (g) Right of Grievant to be Present 122

Page

Section (h) Finality of Decision or Settlement 122
Section (i) Exclusion of Legal Counsel 122
Section (j) Expenses of Chief Umpire and Panel Umpires 122
Section (k) Circulation of Approved Decisions 122
Section (l) Waiver of Time Limits 123
Section (m) Settlement of Differences or Disputes During the First Sixty Days of this Agreement 123

Article XXIV—DISCHARGE PROCEDURE 123
Section (a) Just Cause Required 123
Section (b) Procedure 123
Section (c) Suspension 124
Section (d) Immediate Arbitration 124
Section (e) Regular Arbitration 125
Section (f) Compensation for Lost Earnings 125

Article XXV—DISCRIMINATION PROHIBITED 125

Article XXVI—DISTRICT AGREEMENTS 126
Section (a) New Districts of the United Mine Workers May Be Established 126
Section (b) Prior Practice and Custom 126
Section (c) Protective Wage Clause 126
Section (d) Approval of District Agreements 127

Article XXVII—MAINTAIN INTEGRITY OF CONTRACT AND RESORT TO COURTS 127

Article XXVIII—NATIONAL CONFERENCES 128

Article XXIX—SEVERABILITY CLAUSE 128
Section (a) General Rule 128
Section (b) Exception 128

Article XXX—RATIFICATION AND TERMINATION OF THIS AGREEMENT 129

UMWA BARGAINING COUNCIL 130

Page

B.C.O.A. MEMBERSHIP 132

PENSION TABLES 136

Appendix A—Part I
Rates—Underground At Deep Mines 137

Appendix A—Part II
Rates—Strip and Auger Mines 138

Appendix A—Part III
Rates—Preparation Plants and Other Surface Facilities for Deep or Surface Mines 139

Appendix B—Part I
Classification—Underground at Deep Mines 140

Appendix B—Part II
Classification—Strip and Auger Mines 149

Appendix B—Part III
Classification—Preparation Plants and Other Surface Facilities for Deep or Surface Mines 156

Index 165

NATIONAL BITUMINOUS COAL WAGE AGREEMENT OF 1974

Effective December 6, 1974

Article I—ENABLING CLAUSE

THIS AGREEMENT made this 6th day of December, 1974, 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 guarantor 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 II—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 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 super-

visory 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 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 nonworking 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 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.

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 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 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 ex-

pertise 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.

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 Em-

ployer 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 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.

(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 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 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 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.

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.

(3) If the dispute involves an issue concerning compliance with federal or state mine safety laws or mandatory health or safety regulations, the appropriate inspection agencies shall be called in immediately and the dispute shall be settled on the basis of the inspectors' findings, with both parties reserving all rights of statutory appeal. Should the federal or state inspectors find that the condition complained of requires correction before the Employee may return to his job, the Employer shall take the corrective action indicated immediately. Upon correction, the complaining Employee shall return to his job. If the federal or state inspectors do not find a condition requiring correction, the complaining Employee shall return to his job immediately.

(4) For disputes not otherwise settled, a written grievance may be filed, and the

dispute shall be referred immediately to arbitration. Should it be determined by an arbitrator 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 it has been determined by an arbitrator that an Employee did not act in 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.

(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 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 $75 annually. This allowance will be paid to the Employee on the first pay day following his employment and on each anniversary date thereafter, if he remains actively employed. 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 insure 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 safe and sound engineering practices.

(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 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 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 machinery.

(2) If no agreement is reached at step 1, the grievance shall be taken up by the Mine Health and Safety Committee and mine management within four days of the conclusion of step 1. A standard health and safety grievance form, agreed upon by the parties, shall be completed and jointly signed by the parties to the grievance.

(3) If no agreement is reached within four days after conclusion of step 2, the grievance shall be taken up at the mine by the UMWA district health and safety representative and a designated representative of the Employer. If the dispute involves an issue concerning compliance with federal or state mine safety laws or mandatory health or safety regulations, the appropriate inspection agencies shall be called in immediately and the dispute shall be settled on the basis of the federal or state 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.

(4) If no agreement is reached at step 3 within five (5) days, the dispute shall be referred to an arbitrator for settlement in accordance with the procedure under Article XXIII, section (c), paragraph 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 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 lampman works seven and one-quarter hours at straight time and is entitled to receive premium rates for any hours worked in excess of his seven and one-quarter 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 worked 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, 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 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 of grievances imposed by Article XXIII, section (d) (Settlement of Disputes) shall not be applicable to this section.

Section (f) **Joint Commission on Job Evaluations, Job Grades, and Correction of Job Grade Inequities**

The Joint Commission on Wage Rates established by the National Bituminous Coal Wage Agreement of 1968 is discontinued, but its records shall be retained by the Joint Commission established under this section. The new Commission shall consist of five representatives designated by the BCOA and five representatives designated by the UMWA. The purposes of this Commission shall be to:

Undertake and implement a detailed evaluation of all existing job titles, and by mutual agreement, eliminate obsolete and repetitious job titles and develop an industry-wide system of job grades and classifications which eliminates job grade inequities and insures that Employees performing the same duties bear the same job title and are paid the same standard daily wage rate. The Commission shall complete its work and report its findings to the parties no later than January 1, 1977.

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 continue 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.

Section (d) **Implementation**

Compliance with this Article shall begin immediately and shall be completed within three (3) months after execution of this Agreement.

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 fifteen (15) 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 twenty (20) 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 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 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 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, 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 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 hours' pay whether or not the operation works the full four hours, but after the first four 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.

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

nd the amount of pay received therefor, the mployee is entitled to receive a maximum f two (2) weeks pay in any calendar year t his regular rate, including payment for any egularly scheduled overtime and premium ay, less any amounts received by the Employee from the armed services, the National Guard or reserves for such period.

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

(1) During each calendar year of this Agreement, beginning with the year 1975, 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 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 reg-

ular 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) **Christmas Bonus for 1974**

The regular Christmas bonus shall be paid in 1974 in accordance with Article VII, Section (b), of the 1971 Agreement.

Section (g) **Cost-of-Living Catch-Up Allowance**

A one-time payment of Eighty (80) dollars shall be paid to each Employee of one year's standing prior to December 1, 1974, and pro rata to all Employees of less than one year's standing who are on the payroll on December 1, 1974. The payment shall be made on the pay day just before Christmas, 1974, and is for the purpose of affording protection against the rise in the cost-of-living during 1974.

Article X—COST-OF-LIVING ADJUSTMENT

Section (a) **Entitlement**

Each Employee covered by this Agreement shall receive a Cost-of-Living Adjustment in accordance with the provisions of sections (c), (d), and (e), below.

Section (b) **Definitions**

For purposes of this Article, the following definitions shall apply:

1. "Consumer Price Index" refers to the "Consumer Price Index for Urban Wage Earners and Clerical Workers—United States—All Items (1967=100)" published by the Bureau of Labor Statistics, U.S. Department of Labor.
2. "Consumer Price Index Base" refers to the Consumer Price Index for the month of September 1974 (published in October 1974 as 151.7*).
3. "Adjustments Dates" are February 1, May 1, August 1, and November 1 of 1975, 1976, and 1977.
4. "Change in the Consumer Price Index" is defined as the difference between (i) the Consumer Price Index Base and (ii) the Consumer Price Index for the second calendar month next preceding the month in which the applicable Adjustment Date falls.
5. "Cost-of-Living Adjustment" is calculated as below and, except as provided in section (f) will be payable for the three-month period commencing with the Adjustment Date.

Section (c) **Method of Computation**

Effective on each Adjustment Date, a Cost-of-Living Adjustment equal to 1¢ per hour for each full .4 of a point change in the Consumer Price Index shall become payable for all hours actually worked and for any reporting allowance credited before the next Adjustment Date. However, such Adjustment shall be reduced by an amount equal to the sum of the prior Adjustments, if any, which shall have been included in the Standard Hourly Wage Rates.

*These figures reflect the corrected Consumer Price Index of the Bureau of Labor Statistics, U.S. Department of Labor, as announced on December 20, 1974.

Section (d) **Limitations**

The amount of Cost-of-Living Adjustment per hour worked as of each of the respective Adjustment Dates shall not exceed the maximum amounts indicated in the following table:

Quarterly Adjustment Dates	Maximum COLA Adjustment (Dollars/Hour Worked)
February 1, 1975	$.07
May 1, 1975	.15
August 1, 1975	.22
November 1, 1975	.30
February 1, 1976	.38
May 1, 1976	.46
August 1, 1976	.54
November 1, 1976	.63
February 1, 1977	.71
May 1, 1977	.80
August 1, 1977	.89
November 1, 1977	.98

Section (e) **Adjustments Made November 1, 1976 and Prior**

Until included in the rates pursuant to the provisions of section (f) the Cost-of-Living Adjustment shall be an "add-on" and shall not be part of the Employee's Standard Hourly Wage Rate. Until so included in the rates, such Adjustment shall be payable only for hours actually worked and for reporting allowance and shall be included in the calculation of overtime premium but shall not be part of the Employee's pay for any other purpose and shall not be used in the calculation of any other pay, allowance, or benefit.

Section (f) **Cost-of-Living Roll-in**

In order that the rise in the Cost-of-Living Adjustment may be fully reflected in the wage scale (effective with 2nd anniversary

date of agreement), an amount equal to the amount of the Cost-of-Living Adjustment then payable and in effect shall be included in the Standard Hourly Wage Rates. Such inclusion shall be treated for all purposes as a general wage increase commencing on said date.

Section (g) **Unavailability of Consumer Price Index**

Should the Consumer Price Index, in its present form and on the same basis (including composition of the "Market Basket" and "Consumer Sample") as the last index published prior to November 1, 1974, become unavailable, the parties shall attempt to adjust this Article, or if agreement is not reached, request the Bureau of Labor Statistics to provide the appropriate conversion or adjustment which shall be applicable as of the appropriate Adjustment Date and thereafter. The purpose of such conversion shall be to produce as nearly as possible the same result as would have been achieved using the Index in its present form.

Section (h) **No Downward Adjustment**

If the Consumer Price Index falls below the Consumer Price Index Base, there shall be no Cost-of-Living Adjustment.

Section (i) **Cost-of-Living Schedule**

The Consumer Price Index for Urban Wage Earners and Clerical Workers—United States—All Items (1967=100) published by the Bureau of Labor Statistics, United States Department of Labor for the month of September, 1974, is 151.7* and is used as a base. Adjustment equal to 1¢ for each full .4 point change.

*These figures reflect the corrected Consumer Price Index of the Bureau of Labor Statistics, U.S. Department of Labor, as announced on December 20, 1974.

BLS Consumer Price Index	Art. X Cost-of-Living Adjustment Per Hour
152.0 or less	0¢
152.1—152.4	1¢
152.5—152.8	2¢
152.9—153.2	3¢
153.3—153.6	4¢
153.7—154.0	5¢
154.1—154.4	6¢
154.5—154.8	7¢
154.9—155.2	8¢
155.3—155.6	9¢
155.7—156.0	10¢
156.1—156.4	11¢
156.5—156.8	12¢
156.9—157.2	13¢
157.3—157.6	14¢
157.7—158.0	15¢
158.1—158.4	16¢
158.5—158.8	17¢
158.9—159.2	18¢
159.3—159.6	19¢
159.7—160.0	20¢
160.1—160.4	21¢
160.5—160.8	22¢
160.9—161.2	23¢
161.3—161.6	24¢
161.7—162.0	25¢
162.1—162.4	26¢
162.5—162.8	27¢
162.9—163.2	28¢
163.3—163.6	29¢
163.7—164.0	30¢
164.1—164.4	31¢
164.5—164.8	32¢
164.9—165.2	33¢
165.3—165.6	34¢
165.7—166.0	35¢
166.1—166.4	36¢
166.5—166.8	37¢
166.9—167.2	38¢
167.3—167.6	39¢

LS Consumer rice Index	Art. X Cost-of-Living Adjustment Per Hour
67.7—168.0	40¢
68.1—168.4	41¢
68.5—168.8	42¢
68.9—169.2	43¢
69.3—169.6	44¢
69.7—170.0	45¢
70.1—170.4	46¢
70.5—170.8	47¢
70.9—171.2	48¢
71.3—171.6	49¢
71.7—172.0	50¢
72.1—172.4	51¢
72.5—172.8	52¢
72.9—173.2	53¢
73.3—173.6	54¢
73.7—174.0	55¢
74.1—174.4	56¢
74.5—174.8	57¢
74.9—175.2	58¢
75.3—175.6	59¢
75.7—176.0	60¢
76.1—176.4	61¢
76.5—176.8	62¢
76.9—177.2	63¢
77.3—177.6	64¢
77.7—178.0	65¢
78.1—178.4	66¢
78.5—178.8	67¢
78.9—179.2	68¢
79.3—179.6	69¢
79.7—180.0	70¢
80.1—180.4	71¢
80.5—180.8	72¢
80.9—181.2	73¢
81.3—181.6	74¢
81.7—182.0	75¢
82.1—182.4	76¢
82.5—182.8	77¢
82.9—183.2	78¢
83.3—183.6	79¢

BLS Consumer Price Index	Cost-of-Livi Adjustmen Per Hour
183.7—184.0	80¢
184.1—184.4	81¢
184.5—184.8	82¢
184.9—185.2	83¢
185.3—185.6	84¢
185.7—186.0	85¢
186.1—186.4	86¢
186.5—186.8	87¢
186.9—187.2	88¢
187.3—187.6	89¢
187.7—188.0	90¢
188.1—188.4	91¢
188.5—188.8	92¢
188.9—189.2	93¢
189.3—189.6	94¢
189.7—190.0	95¢
190.1—190.4	96¢
190.5—190.8	97¢
190.9—191.2	98¢

Section (j) **Adjustment Dates**

For the three-month period commenci with each Adjustment Date, the Cost-o Living Adjustment is determined by th above schedule using the Consumer Pric Index for the applicable month as specifie in the following list, subject to the provisio of section (d) above.

Adjustment Date	Applicable Month
February 1, 1975	December, 1974
May 1, 1975	March, 1975
August 1, 1975	June, 1975
November 1, 1975	September, 1975
February 1, 1976	December, 1975
May 1, 1976	March, 1976
August 1, 1976	June, 1976
November 1, 1976	September, 1976
February 1, 1977	December, 1976
May 1, 1977	March, 1977
August 1, 1977	June, 1977
November 1, 1977	September, 1977

Section (k) **Adjustments Made After 2nd Anniversary Date of This Agreement**

This Agreement provides that effective with 2nd anniversary date of this Agreement an amount equal to the amount of the Cost-of-Living Adjustment then payable shall be included in the Standard Hourly Wage Rates ("roll-in"). Therefore, after 2nd anniversary date of Agreement in calculating Cost-of-Living Adjustments subtract the total "roll-in" then in effect from the amount determined by using the above schedule.

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 on or after May 1, 1975, 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 physican 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 accident 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, "classifi employment" means employment in a class fied job which has not been broken b quitting, discharge, retirement, or refusal return to work following layoff pursuant the terms of Article XVII.

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

Benefits shall be terminated in the eve that the Employee (1) receives a pensio pursuant to Article XX; (2) receives Soci Security old-age benefits; (3) accepts em ployment with another signatory Employ or with any employer not signatory to th Agreement; or (4) voluntarily severs em ployment with his Employer.

If, during a period when an Employe receiving Sickness and Accident Benefits recovering from his disability, his Emplo offers him a light-duty classified job, Employee shall have the option to acce such employment, and Sickness and Ac dent Benefits shall terminate if he does For the purposes of this Article, "light-du shall be defined as including any job in wh occupational hazards, lifting of weights, exposure to extremes of temperature, dam ness, and dust are substantially less th those of the job held by the Employee at time of his disabling accident or illness.

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

Sickness and Accident Benefits shall b with the first day of disability resulting

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:

Length of Classified Employment with the Employer	Maximum Number of Weeks
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

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
disability during a continuous period of a
sence from work on account of disabili
does not extend the maximum duration
Sickness and Accident Benefit payments.

In the event that an Employee becom
disabled prior to the commencement of
strike or work stoppage, his eligibility fo
benefits shall not be affected by the strik
or work stoppage. In the event that an Em
ployee becomes disabled during a strike o
work stoppage, the seven-day waiting perio
if applicable, will run, but the Employe
shall not be entitled to receive benefit pay
ments for any day of disability during th
strike or work stoppage.

Section (d) **Amount and Payment of Benefits**

The amount of Sickness and Accident
Benefits payable under this Plan shall be
$100 per week, pro-rated over a seven-day
week (Monday through Sunday).

Benefits shall be reduced by deducting
any or all of the following forms of com-
pensation to the extent that they are appli-
cable to and are payable for the same sick-
ness 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 tem-
porary or permanent disability, including
state Black Lung benefits; (2) State or Fed-
eral disability benefits, exclusive of veterans'
benefits; (3) Social Security primary dis-
ability insurance benefits; and (4) Federal
Black Lung benefits.

Payment of Sickness and Accident Bene-
fits 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

enefits for which the Employee is eligible
all be extended by an equal number of
ays.

Payment of benefits shall be made by
heck every two weeks, for all days during
e preceding two weeks in which the Em-
loyee was eligible for benefits.

ection (e) **Filing of Claims for Benefits**

To be eligible for payment of benefits, the
Employee must give written notice of dis-
bility to the Employer, including certifica-
ion by a licensed physician upon request
by the Employer, within 21 days after the
ay claimed as the first day of disability.
The Employer shall be responsible for
promptly forwarding the Employee's claim
o an acceptable insurance carrier as de-
scribed 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 Bene-
fits plan shall be the joint responsibility of
the Employers and the Union.

Not later than March 1, 1975, the Trus-
tees 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 carriers,
based upon scrutiny of model plans pro-
vided by the respective carriers and such
other criteria as the Trustees may deem per-
tinent. Subsequent thereto, the Trustees may
add additional carriers to the list at their
discretion. Upon the approval of the Em-
ployers and the Union, but not later than

April 1, 1975, this list shall be distributed to all signatory Employers. Not later than May 1, 1975, 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 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.

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: Christmas Eve (De
24, 1974, in honor of Jock Yablonski
Christmas Day (December 25, 1974); Ne
Year's Day (January 1, 1975); 8-Hour-Da
Holiday (April 1, 1975); Memorial Da
(May 26, 1975); Independence Day (Ju
4, 1975); Labor Day (September 1, 1975
Veterans' Day (October 27, 1975); Thank
giving Day (November 27, 1975); and
honor of John L. Lewis, the Employee
birthday.

DURING THE SECOND YEAR O
THIS AGREEMENT, there shall be te
(10) paid holidays: Christmas Eve (De
24, 1975, in honor of Jock Yablonski
Christmas Day (December 25, 1975); Ne
Year's Day (January 1, 1976); 8-Hour-Da
Holiday (April 1, 1976); Memorial Da
(May 31, 1976); Independence Day (Ju
4, 1976); Labor Day (September 6, 1976
Veterans' Day (October 25, 1976); Thank
giving Day (November 25, 1976); and
honor of John L. Lewis, the Employee
birthday.

DURING THE THIRD YEAR O
THIS AGREEMENT, there shall be te
(10) paid holidays: Christmas Eve (De
24, 1976, in honor of Jock Yablonski
Christmas Day (December 25, 1976); Ne
Year's Day (January 1, 1977); 8-Hour-Da
Holiday (April 1, 1977); Memorial Da
(May 30, 1977); Independence Day (Ju
4, 1977); Labor Day (September 5, 1977
Veterans' Day (October 24, 1977); Thank
giving Day (November 24, 1977); and
honor of John L. Lewis, the Employee
birthday.

Section (b) **Sunday Holidays**

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

ection (c) **Monday Holidays**

If any of the foregoing holidays are cele-
rated on a Monday, work on the Saturday
receding the holiday is optional for the
Employees (except for those Employees
overed by section (o)(10) of Article III
Health and Safety)).

ection (d) **Pay for Holidays Worked**

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

Section (e) **Pay for Holidays Not Worked**

Employees who do not work on the fore-
oing holidays will be paid their regular
arnings for such day, including regularly
scheduled overtime rates provided such Em-
ployee was not absent his last scheduled day
prior to or his first scheduled day following
he holiday because of an unauthorized
work stoppage.

Section (f) **Holidays During Vacation Period**

When a holiday occurs during an Em-
ployee'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 receiv-
ing one shift of pay at his regular rate, in-
cluding 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 Satur-
day 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 triple 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 days shall be the rule of the industry. To assure consumers of a continued supply of coal and extend employment opportunities, there will be two separate regular vacation periods.

Section (b) **Dates of Regular Vacation Period**

(1) Beginning at the start of the day shift on Saturday, June 28, 1975, and ending at

the beginning of the day shift on Saturday, July 12, 1975; or beginning at the start of the day shift on Saturday, July 12, 1975, and ending at the beginning of the day shift on Saturday, July 26, 1975.

(2) Beginning at the start of the day shift on Saturday, June 26, 1976, and ending at the beginning of the day shift on Saturday, July 10, 1976; or beginning at the start of the day shift on Saturday, July 10, 1976, and ending at the beginning of the day shift on Saturday, July 24, 1976.

(3) Beginning at the start of the day shift on Saturday, June 25, 1977, and ending at the beginning of the day shift on Saturday, July 9, 1977; or beginning at the start of the day shift on Saturday, July 9, 1977, and ending at the beginning of the day shift on Saturday, July 23, 1977.

(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 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 by January 1.

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 advance 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, 1974 to May 31, 1975 shall receive as compensation for the 1975 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, 1975 to May 31, 1976 shall receive as compensation for the 1976 vacation period the sum of twelve times the Employee's day wage rate; and all Employees with a record of one year's standing from June 1, 1976 to May 31, 1977 shall receive as compensation for the 1977 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 15¢ for the afternoon shift and 20¢ for the midnight shift and then divide the total of 35¢ by three to arrive at an average of 11⅔¢ per hour shift differential. For Employees who only rotate the day and afternoon shifts, take the afternoon shift differential of 15¢ and divide by two to arrive at an average of 7½¢ 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 1975, 1976, and 1977, each active Employee with one year of continuous employment with the Employer shall be entitled to two (2) 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. If the Employer elects to stagger his mine, an Employee taking his individual vacation between January and July is entitled to his

vacation payment immediately preceding the beginning of his respective vacation. If the Employee takes his individual vacation after the regular June-July vacation period, he is entitled to receive his vacation payment on the last pay day before the June vacation period. 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 amount required hereby, 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, provided that 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 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.

Length of Continuous Employment	Additional Days per year
7 years but less than 8 years	1 day
8 years but less than 9 years	2 days
9 years but less than 10 years	3 days
10 years but less than 11 years	4 days
11 years but less than 12 years	5 days
12 years but less than 13 years	6 days
13 years but less than 14 years	7 days
14 years but less than 15 years	8 days
15 years but less than 16 years	9 days
16 years but less than 17 years	10 days
17 years but less than 18 years	11 days
18 years but less than 19 years	12 days
19 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 voluntarily 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 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 1975 is determined by the number of years he has been employed by the Employer as of May 31, 1975. The number of days in 1976

is determined by the number of years he has been employed by the Employer as of May 31, 1976 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. However, if the Employee does not take his graduated vacation before July 1, he is entitled to receive his graduated vacation payment the last pay day in June. An Employee with unbroken continuous employment who did not work during the period prior to July 1 who returns to work after July 1 shall receive his graduated vacation payment upon his return to work.

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 International 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, 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 assignments from each Employee so employed. Upon the presentation to the Employers of such assignments in such reasonable form as time and circumstances, looking to the continuous and uninterrupted production of coal, may allow, said Employers shall make deduction 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 Employees is essential to safe and efficient production of coal. Toward that end there shall be established a Joint Industry Training Committee which 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 Training 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 be put into effect for each mine or other facility covered by this Agreement within six (6) months of its effective date. Each program shall be developed by the Employer and shall emphasize health and safety with particular emphasis on local conditions and recognized 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.

(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 con-

trol, 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.

(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.

(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 be put into effect for each mine or other facility covered by this Agreement within twelve (12) months of its effective date. 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 Em-

ployee shall participate in a general retraining program at least once during each calendar year.

(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 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) 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 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 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, following the anniversary date of this Agreement. An Em-

ployee shall be paid for time spent in retraining programs at the regular rate applicable to his classification.

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.

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 ninety (90) 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 ninety (90) 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 90-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 accordance 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 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 completed 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 layoff form as one to which he wishes to be recalled.

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 removed from the panel 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 Layoff 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 Employees 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.

Section (i) **Job Bidding**

Filling of all permanent vacancies and new jobs created during the term of this Agree-

ment 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 nonrotating 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. 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 representatives 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 apply if one of the bidders is an Employee on a production crew 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 (9)

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 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, 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 contigous 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 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.

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

4 months shall retain their original seniority as of the date of their promotion, but will not accumulate any seniority for the time spent in such supervisory position. If the Employee worked more than 4 months in a supervisory position, he will accrue no seniority during the four-month period. If the Employee worked 4 months or less, he will continue to accrue seniority during the 4-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 choosing to inspect the weighing of coal; provided that in any case where on account of physical conditions and mutual agreement, wages are based on measure or other method than on actual weights, the 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 semimonthly 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 scales 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 interefere 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 management, 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 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 described in Section (b) and (c) of this Article.

A summary 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 UMWA 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 provided 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 shall assume 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 either the 1950 Benefit Trust or the 1974 Benefit Trust.

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

It is agreed that the Trusts established 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 they shall endure as long as the purposes for their creation shall exist.

Section (b) **1950 Plans and Trusts**

Effective December 6, 1974, the name of the 1950 Fund is changed to the United Mine Workers of America 1950 Pension Trust ("1950 Pension Trust"). The 1950 Pension Trust is incorporated by reference and made a part of this Agreement. The

terms of the 1950 Fund are hereby 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.

Effective December 6, 1974, there is established a benefit plan and trust, which trust shall be known as the United Mine Workers of America 1950 Benefit Plan and Trust ("1950 Benefit Trust"). The 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) Effective December 6, 1974, there is established a pension trust to be known as the United Mine Workers of America 1974 Pension Trust ("1974 Pension Trust"), which is incorporated by reference and made a part of this Agreement. 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 is effective December 6, 1974.

(2) Effective December 6, 1974, there is established a benefit plan and trust, which trust shall be known as the United Mine Workers of America 1974 Benefit Plan and Trust ("1974 Benefit Trust"). The 1974 Benefit Trust is incorporated by reference and made a part of this Agreement. The 1974 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 1974 Benefit Trust.

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

(i) Into the 1950 Pension Trust: for the period beginning December 6, 1974, and ending December 6, 1975, 56.0¢ per ton on each such ton; for the period beginning December 6, 1975, and ending December 6, 1976, 52.4¢ per ton on each such ton; and for the period beginning December 6, 1976, and ending when this Agreement is terminated, 55.4¢ per ton on each such ton;

(ii) Into the 1950 Benefit Trust: for the period beginning December 6, 1974, and

ending December 6, 1975, 18.0¢ per ton on each such ton; for the period beginning December 6, 1975, and ending December 6, 1976, 18.0¢ per ton on each such ton; and for the period beginning December 6, 1976, and ending when this Agreement is terminated, 19.0¢ per ton on each such ton;

(iii) Into the 1974 Pension Trust: for the period beginning December 6, 1974, and and ending December 6, 1975, 19.2¢ per hour on each such hour worked; for the period beginning December 6, 1975, and ending December 6, 1976, 7.6¢ per ton on each such ton, plus 63.0¢ per hour on each such hour worked; and for the period beginning December 6, 1976, and ending when this Agreement is terminated, 7.6¢ per ton on each such ton, plus 66.0¢ per hour on each such hour worked; and

(iv) Into the 1974 Benefit Trust: for the period beginning December 6, 1974, and ending December 6, 1975, 70.8¢ per hour on each such hour worked; for the period beginning December 6, 1975, and ending December 6, 1976, 77.0¢ per hour on each such hour worked; and for the period beginning December 6, 1976, and ending when this Agreement is terminated, 88.0¢ per hour on each such hour worked;

(v) In the event that the 1950 Pension Trust, the 1950 Benefit Trust, the 1974 Pension Trust and the 1974 Benefit Trust are not established on the date that any contributions become payable under this Agreement, such contributions shall be paid to the 1950 Fund.

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 hour worked contributions converted to tonnage equivalents):

(i) Into the 1950 Pension Trust: for the period beginning December 6, 1974, and ending December 6, 1975, 56.0¢ per ton on each such ton; for the period beginning December 6, 1975, and ending December 6, 1976, 52.4¢ per ton on each such ton; and for the period beginning December 6, 1976, and ending when this Agreement is terminated, 55.4¢ per ton on each such ton;

(ii) Into the 1950 Benefit Trust: for the period beginning December 6, 1974, and ending December 6, 1975, 18.0¢ per ton on each such ton; for the period beginning December 6, 1975, and ending December 6, 1976, 18.0¢ per ton on each such ton; and for the period beginning December 6, 1976, and ending when this Agreement is terminated, 19.0¢ per ton on each such ton;

(iii) Into the 1974 Pension Trust: for the period beginning December 6, 1974, and ending December 6, 1975, 9.4¢ per ton on each such ton; for the period beginning December 6, 1975, and ending December 6, 1976, 38.0¢ per ton on each such ton; and for the period beginning December 6, 1976, and ending when this Agreement is terminated, 38.9¢ per ton on each such ton; and

(iv) Into the 1974 Benefit Trust: for the period beginning December 6, 1974, and ending December 6, 1975, 34.8¢ per ton on each such ton; for the period beginning December 6, 1975, and ending December 6, 1976, 37.2¢ per ton on each such ton; and for the period beginning December 6, 1976,

and ending when this Agreement is terminated, 41.7¢ per ton on each such ton.

(v) In the event that the 1950 Pension Trust, the 1950 Benefit Trust, the 1974 Pension Trust and the 1974 Benefit Trust are not established on the date that any contributions become payable under this Agreement, such contributions shall be paid to the 1950 Fund.

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 the paragraph 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.

Definition of Hours Worked

Hours of work for purposes of Employer contributions to the various Health and Retirement Trusts shall 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.

At any time during the term of this Wage Agreement, the Employers and the Union

may agree upon a reallocation of contributions to be paid under the respective subdivisions (i) and (ii) in this Section, which 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 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 respective Trusts, subject to the following terms and conditions:

(a) 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;

(b) 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 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;

(c) 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;

(d) 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; and

(e) No decrease in the cents per ton to be contributed to the 1950 Benefit Trust shall be adopted which will result in any substantial 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.

(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 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) 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.

(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, encumbrance 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 (which monies might otherwise have been paid for wages or other benefits to such Employees), in consideration of the benefit which is provided by the pooling of such monies into common funds to be applied to the benefit of the designated beneficiaries pursuant to the Trust instruments.

(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) Each 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 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 C. W. Davis, Bluefield, West Virginia; the representative of the Union on said Board of Trustees shall be Harry Huge, Washington, D. C.; 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.

(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 Benefit Plans, and the Trustees of the Pension and Benefit Trusts and Plans, 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, and such Trustees shall determine whether any provision of this Article pertaining to the Trusts and Plans, the Trust Agreements or Pension Plans has been breached, violated or is in default.

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 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.

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

(3) Within six months after the effective date of this Agreement, the Trustees shall develop a suitable plan for policing and monitoring 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) Within six months after the effective date of this Agreement, the Trustees shall conduct a comprehensive review of procedures for monitoring covered medical expenses and shall report to the contracting parties with respect to insuring an effective system of cost controls, especially regarding any fees charged by physicians, hospitals, clinics, pharmacists or others which appear to be excessive. The Trustees shall take such steps as they deem appropriate to improve such procedures, and shall report to the contracting parties on such activities regularly thereafter, at least annually.

(5) The Trustees are authorized, upon 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 conform the terms of each Plan and Trust to the requirements of ERISA, or any other applicable federal law, and the regulations issued thereunder;

(b) 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 Sec-

tion 501(a) of such Code and that the two Benefit Trusts will be exempt under Section 501(c)(9) of such Code;

(c) 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

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

SUMMARY OF PRINCIPAL PROVISIONS, UMWA HEALTH AND RETIREMENT BENEFITS

(1) PENSIONS FOR MINERS WHO ARE ALREADY RETIRED:

Formerly at $150 per month, these pensions are to be increased according to the following schedules:

(a) For retired miners who receive state or federal Black Lung benefits, an immediate increase to $200 per month, with a second increase one year after the effective date of this Agreement to $215 per month, and a third increase two years after the effective date of this Agreement to $225 per month.

(b) For retired miners who do not receive state or federal Black Lung benefits, an immediate increase to $200 per month, with a second increase one year after the effective date of this Agreement to $225 per month, and a third increase two years after the effective date of this Agreement to $250 per month.

Any pensioned miner covered in this Plan will retain his Health Services card until death, and upon his death his widow will retain a Health Services card until her death or remarriage.

(2) PENSIONS FOR MINERS WHO RETIRE AFTER THE EFFECTIVE DATE OF THIS AGREEMENT BUT PRIOR TO JANUARY 1, 1976:

A working miner who retires after the effective date of this Agreement but prior to January 1, 1976 and who is eligible for a pension will receive the same benefit levels as set forth in paragraph (1).

(3) PENSIONS FOR MINERS WHO RETIRE IN 1976:

A working miner who retires at any time in 1976 and who is eligible for a pension under the terms of this Agreement will receive pension benefits based upon an entirely new plan which provides credit for all years worked. Full credit is provided for years worked in mines of signatory Employers; partial credit is provided for years worked in mines of noncontributing Employers.

The earliest retirement age under this Plan will be 55. A miner may retire at 55 with 10 or more years of signatory employment.

Pension credits under the new plan are increased as a miner accumulates more years of signatory employment. 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.

In the first year of this pension plan (1976), the maximum credits are as follows:

- $12.00 per month multiplied by the years of signatory employment for the first 10 years of employment.
- $12.50 per month multiplied by the years of signatory employment for the second 10 years of employment.
- $13.00 per month multiplied by the years of signatory employment for the third 10 years of employment.

- $13.50 per month multiplied by the years of signatory employment for each year over 30 years of employment.

To estimate your pension under the terms of this new Plan, see the table on page 136.

Upon the death of a miner receiving a pension under this new Plan, his widow will receive a pension equal to 50% of his pension until her death and will retain a Health Services card until her death or remarriage.

As a hedge against the anticipated increase in the cost of living, miners who retire under the new Plan during 1976 will receive a $10 per month increase in 1977.

(4) PENSIONS FOR MINERS WHO RETIRE IN 1977:

Benefits under the new Plan will be increased for miners retiring in 1977. Subject to the same terms as paragraph (3), the maximum benefit schedule applicable in 1977 will be as follows:

- $12.50 per month multiplied by the years of signatory employment for the first 10 years of employment.
- $13.00 per month multiplied by the years of signatory employment for the second 10 years of employment.
- $13.50 per month multiplied by the years of signatory employment for the third 10 years of employment.
- $14.00 per month multiplied by the years of signatory employment for each year over 30 years of employment.

If you retire in 1977, estimate your pension by referring to the table on page 136.

Upon the death of a miner receiving a pension under this new Plan, his widow will receive a pension equal to 50% of his pension until her death and will retain a Health Services card until her death or remarriage.

(5) PENSIONS FOR DISABLED MINERS:

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

(a) If a miner has LESS than ten years of signatory employment at the time of his disabling accident, he will receive a $125-per-month pension for life, and will retain his Health Services card for life.

(b) If a miner has TEN years or more of signatory employment at the time of his disabling accident, he will receive an increased pension based upon the years of credited employment which he has accumulated at the time of his disabling accident. If the disabling accident occurs after the effective date of this Agreement but prior to January 1, 1976, the initial pension payment will be $125 per month, but such amount will, effective January 1, 1976, be increased to the pension levels at age 62 shown in the table on page 136. If the disabling accident occurs on or after January 1, 1976, the initial pension levels at age 62 shown on page 136 will apply immediately. (For example, a miner disabled during this period of time who is age 44 and has 22 years of employment, would be eligible effective January 1, 1976 for a disability pension of $271 per month).

If the disabling accident occurs in 1977, the higher schedule of benefits shown in the table on page 136 will apply. (In this case, the example Employee would receive $282 per month.)

A miner who was permanently and totally disabled as the result of a mine accident after May 29, 1946, but prior to the effective

date of this Agreement in a then signatory mine, will be eligible, upon application and certification of disability, for a pension of $125 per month for the rest of his life, and 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.

(6) PENSIONS FOR WIDOWS:

The new Plan provides, for the first time, for widows' pensions. Benefits will ordinarily be payable according to the following schedule:

(a) If a miner working on or after January 1, 1976, becomes eligible for a pension at any time thereafter, his widow will be entitled to receive a Surviving Spouse pension equal to 50% of his pension until her death; she will retain a Health Services card until her death or remarriage.

(b) If, on or after January 1, 1976, a working miner dies (regardless of cause) and would have been eligible for an immediate pension had he retired on the date of his death, his widow will be eligible for a pension equal to 50% of the pension he would have received, and will receive his pension until her death; she will retain a Health Services card until her death or remarriage.

(7) DEFERRED VESTED PENSION:

If a working miner terminates his employment for any reason after completing 10 years of signatory employment, and before age 55, he will be eligible to receive a pension at age 62, or an actuarially reduced pension at any time after 55. The widow's pension described in paragraph (6) does not apply to the widow of a miner receiving a deferred vested pension.

(8) BASIC DEATH BENEFITS:

Under the terms of this Agreement, basic death benefits are substantially increased, and will be payable according to the following schedule:

(a) Upon the death of a working miner with one to five dependents, a death benefit of $7,500 will be paid to his widow, or, in the absence of a widow, to his surviving dependents.

(b) Upon the death of a working miner with more than five dependents, a death benefit of $8,000 to $10,000 will be paid to his widow (or, in the absence of a widow, to his surviving dependents), based on an incremental payment of $500 per dependent.

(c) Upon the death of a working miner with no dependents, a death benefit of $2,000 will be paid to his nearest designated survivor; except that if the cause of death was any accident, the death benefit will be $7,500.

(d) Upon the death of a pensioned miner with dependents, a death benefit of $2,500 will be paid to his widow, or, in the absence of a widow, to his surviving dependents.

(e) Upon the death of a pensioned miner with no dependents, a death benefit of $2,000 will be paid to his nearest designated survivor.

(9) DEATH BENEFITS WHEN DEATH IS THE RESULT OF A MINE ACCIDENT:

If, after the effective date of this Agreement, a miner is killed in a mine accident, his widow will receive, in addition to the basic death benefit described above, a one-time cash payment of $10,000 plus $100 per month until her death or remarriage. These benefits will be in addition to any pension to which she may be entitled. In the event

that there is no surviving spouse and there is one or more surviving dependent children, the above benefits will be payable to unmarried dependent children until age 22.

(10) HEALTH SERVICES CARD:

Regulations already in effect governing eligibility for Health Services cards are amended to include the following:

(a) A miner who (1) has completed 20 years of credited service, including the required number of years of signatory service, (2) has not attained age 55, and (3) is disabled and receiving Social Security disability insurance benefits will be eligible for a Health Services card.

(b) A working miner who becomes totally disabled due to a compensable disability within 4 years of the date he would be eligible for retirement shall be entitled to a Health Services card while so disabled and during the period for which Workmen's Compensation payments are applicable.

(c) The widow of a miner who retired and received a pension at any time on or after May 29, 1946, will receive, upon approval of application, a Health Services card until her death or remarriage.

(d) The widow of a miner who became permanently and totally disabled as the result of injuries suffered in a mine accident at any time on or after May 29, 1946, will, upon approval of application, receive a Health Services card until her death or remarriage.

(e) The widow of a miner who is currently receiving a pension, or of a miner who receives a pension (other than a deferred vested pension based on less than 20 years of credited service) at any time after the effective date of this Agreement will upon his death retain a Health Services card until her death or remarriage.

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

(11) HEALTH CARE:

All current programs administered by the UMWA Health and Retirement Funds will be carried forward and expanded as required to cover additional beneficiaries.

The foregoing summary is subject to the complete description of all benefits provided pursuant to this Agreement, which will be found in the Pension and Health Plans and Trusts adopted as part of this Agreement and incorporated herein by reference under the title "UMWA Health and Retirement Benefits." In case of conflict, the provisions of the Plans and Trusts shall be governing.

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 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 park-

ing 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 fifteen 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) **Generally**

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 operator'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**

Within six months following the effective date of this Agreement 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 90 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.

(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 II (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 operator must comply with the Employee's request that the condition complained of be examined by a qualified person

as defined 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 Employee 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.

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 (¾) 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 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 President 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 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 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 manufacturers' representatives.

The equipment may be kept in operation for 30 workdays, excluding down time, during which time the efforts to reach agreement shall continue.

At the end of the experimental period of 30 workdays, the equipment shall be shut down and the unresolved issues shall be presented to the Presidents of the UMWA International and the B.C.O.A. and they shall be given 30 days to make a decision. If no agreement is reached within 30 days, the equipment may be put into service with rates and manning requirements established by the Employer, subject to the right of the Employees to file and process a grievance under Article XXIII.

Section (m) **Pay Day**

All Employees will be paid at least every two 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.

Article XXIII—SETTLEMENT OF DISPUTES

Section (a) **Mine Committee**

A committee consisting of at least three Employees shall be elected at each mine by the Employees at such mine. Each member of the Mine Committee shall be an Employee of the mine at which he is a committee member, and shall be eligible to serve as a committee member only so long as he continues to be an Employee of said mine. The duties of the Mine Committee shall be confined to the adjustment of disputes arising out of this Agreement that the mine management and the Employee or Employees fail to adjust. The Mine Committee shall have no other authority or exercise any other control nor in any way interfere with the operation of the mine; for violation of this 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.

Section (b) **Arbitration Review Board**

1. Within 60 days following the effective date of this Agreement, the United Mine Workers of America and the Bituminous Coal Operators' Association will establish an Arbitration Review Board composed of one representative of the UMWA, one representative of the Employer, and a chief umpire to be jointly selected by both parties. This 60-day period may be extended by mutual agreement.

2. The chief umpire jointly selected by the parties shall serve for the balance of this Agreement, unless removed by formal reso-

lution adopted by either the International Executive Board of the United Mine Workers of America or the Board of Directors of the Bituminous Coal Operators' Association.

3. In the event of removal, resignation, death or incapacity of the chief umpire, the president of the UMWA and the president of the B.C.O.A. shall endeavor to select a mutually acceptable successor within 15 days. In the event the parties fail to agree, they shall request the aid of the Federal Mediation and Conciliation Service in selecting a mutually acceptable successor. The composition of the panel may be considered by the parties at the time when renewal agreements are being negotiated.

4. The presidents of the UMWA International Union and 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. Arbitrators may be removed from a panel by either party upon 10 days advance written notice.

Section (c) **Grievance Procedure**

Should differences arise between the Mine Workers and the Employer as to 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 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.

2. If no agreement is reached between the Employee and his foreman, the complaint shall be taken up within 7 working days of the foreman's decision by the mine committee and mine management. Where the committee consists of more than three members, the Employer shall have the right to meet with a maximum of three (to be chosen by the mine committee). The committee and management will complete the standard grievance form stating the Employee's grievance and the response of management.

3. If no agreement is reached by the committee and management within 7 working days after the complaint is taken up by them, the grievance shall be referred to a representative of the UMWA district, designated by the Union, and a representative of the Employer. Within 7 working days of the time the grievance is referred to them, the representative of the Union and the Employer shall review the facts and pertinent contract provisions in an effort to reach agreement. Unless both parties consent, no verbatim transcript of testimony shall be taken. Following the meeting, should they fail to settle the grievance, the representatives shall prepare a concise, joint statement. In the joint statement the Union and Employer will each set forth its views of the facts and its position on the contractual issues. The joint statement shall be signed by the representative of the UMWA district and the representative of the Employer. Neither the Union's representative nor the Employer's shall be persons who participated in steps one or two 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 panel arbitrator who shall decide the case without delay. Cases shall be assigned to panel arbitrators in rotation. Unless testimony has been taken at step 3, 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. In cases where a transcript has been made at step 3, the arbitrator shall have the discretion to conduct a supplementary hearing at or near the mine site. In cases in which the parties have made no transcript at step 3, and the joint statement indicates that there is no question of fact involved in the grievance, the arbitrator may decide the case without a transcript and upon the basis of the joint statement of the parties, exhibits and briefs. The arbitrator's decision shall be final except as provided in paragraph 5 herein, 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 or Employers affected and by the UMWA district affected.

5. Either party to an arbitration, upon receiving a final award by a panel arbitrator, may petition the Arbitration Review Board to appeal the decision of the panel arbitrator. Such petition shall include a statement of the grounds for the appeal, which shall consist of one or more of the following:

(i) That the decision of the panel arbitrator is in conflict with one or more decisions on the same issue of contract interpretation by other panel arbitrators.

(ii) That the decision involves 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.

(iii) That the decision is arbitrary and capricious, or fraudulent, and therefore, must be set aside.

Upon receipt of such petition, the Arbitration Review Board shall review the decision of the panel arbitrator to determine whether grounds for appeal exist. If not, the Board will so inform the parties. If so, the Board shall review the decision of the panel arbitrator making whatever changes are necessary to assure that the final decision correctly resolves all contractual questions and issues presented, and is consistent with prior decisions of the Board. The Board's decision shall be made by majority vote, and it shall issue its decision within fifteen days. Following review, the Board shall countersign its decision and transmit a copy to each party.

Section (d) **Fifteen Day Limitation**

Any grievance which is not filed by the aggrieved party within fifteen calendar days of the time when the Employee reasonably should have known of 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.

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.

Section (g) **Right of Grievant to be Present**

The grievant shall have the right to be present at each step of the grievance 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 any of the steps of the grievance procedure except by mutual agreement applicable only to a particular case.

Section (j) **Expenses of Chief Umpire**

The expenses of the chief umpire, and his necessary office and staff expenses will be shared equally by the BCOA and the UMWA.

Section (k) **Circulation of Approved Decisions**

Panel arbitrators shall be furnished promptly with copies of all decisions entered by the Board. The chief umpire through his

staff shall prepare a looseleaf binder which shall contain summaries of the Board's decisions with respect to contractual issues arising under the Agreement. The binder shall be organized along the lines of the Agreement and shall be indexed by subject matter and case title. The binder shall be maintained by the chief umpire through his staff on a current basis and copies of any pages changed to reflect new decisions shall be provided to the parties on a monthly basis.

Section (l) **Waiver of Time Limits**

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

Section (m) **Settlement of Differences or Disputes During the First Sixty Days of this Agreement**

During the first sixty days of this Agreement, or thereafter by a mutually agreed extension, the parties hereto agree to resolve differences or disputes covered by this Article in accordance with the Settlement of Disputes provisions of Article XVII of the National Bituminous Coal Wage Agreement of 1971 which is adopted and incorporated herein by reference.

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, the Employee may request a member of the Mine Committee to be present.

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 Employee or the Mine Committee believes that just cause for discharge does not exist, they may contact the UMWA District office within 24 hours after his meeting with the mine superintendent to obtain immediate arbitration of the dispute, bypassing steps one through three of the grievance procedure.

2. The next available arbitrator on the panel shall immediately be assigned to hear the case.

3. The panel arbitrator selected shall hear the case within five days. At the conclusion of the hearing, the panel 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 panel 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 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 availability 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 the B.C.O.A., copies of all District agreements in their possession. 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 contract 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—NATIONAL CONFERENCES

It is hereby stipulated and agreed by all parties signatory hereto that the United Mine Workers of America and the Bituminous Coal Operators' Association may by mutual agreement call a national conference to discuss issues of general importance to the bituminous coal industry, and that each party signatory hereto will attend such conference or conferences held under the terms of this Agreement in either Washington, D. C., or at such other place as is mutually agreed upon by the United Mine Workers of America and the Bituminous Coal Operators' Association.

Article XXIX—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 restraint, 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 XXX—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 XXIX, 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 December 6, 1977 [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 December 6, 1977 [3 years from the effective date], by giving at least sixty days written notice to the other party of such desired termination date.

IN WITNESS WHEREOF, each of the parties signatory hereto has caused this Agreement to be signed this 5th day of December 1974, to become effective only upon the condition that it is ratified and approved by the membership covered hereby.

UNITED MINE WORKERS OF AMERICA

ARNOLD R. MILLER
International President

MIKE TRBOVICH
International Vice President

HARRY L. PATRICK
International Secretary-Treasurer

BITUMINOUS COAL OPERATORS' ASSOCIATION, INC.

WALTER C. WALLACE
President

UMWA BARGAINING COUNCIL

District 2
- Edward F. Monborne, International Executive Board Member
- Frank Kulish, District President

District 4
- John J. Kelly, International Executive Board Member
- John DiBiase, District President

District 5
- Nick DeVince, International Executive Board Member
- Lou Antal, District President

District 6
- Karl Kafton, International Executive Board Member
- John Guzek, District President

District 11
- Robert Edney, International Executive Board Member
- Donald Gibson, District President

District 12
- Gene Mitchell, International Executive Board Member
- Kenneth Dawes, District President

District 14
- Robert Long, International Executive Board Member
- Clyde Hoffman, District President

District 15
- Nick Halamandaris, International Executive Board Member
- Bill Hurtado, District President

District 17
- Ivan White, International Executive Board Member
- Jack Perry, District President

District 19
- Lonnie Brown, International Executive Board Member
- Billy Joe Floyd, District President

District 20
- Frank Clements, International Executive Board Member
- *Sam Littlefield, District President
- Lloyd Baker, Acting District President

District 21
- Donald Lawley, International Executive Board Member
- Hubert Nicholas, District President

District 22
- Frank Stevenson, International Executive Board Member
- H. A. Brownfield, District President

District 23
- Lee Roy Patterson, International Executive Board Member
- Bobby Nofsinger, District President

District 28
- Elmer Church, Jr., International Executive Board Member
- Tom Owens, District President

District 29
- Francis Martin, International Executive Board Member
- Richard Carter, District President

District 30
- J. B. Trout, International Executive Board Member
- Squire Feltner, District President

District 31
- Andrew Morris, International Executive Board Member
- Lawrence Floyd, District President

*Deceased

BITUMINOUS COAL OPERATORS' ASSOCIATION, INC. MEMBERSHIP

Alabama By-Products Corporation
AMAX Coal Company
  Gibraltar Coal Corporation
  Yankeetown Dock Corporation
Armco Steel Corporation (West Virginia Coal Operations)
Barnes & Tucker Company
Beckley Coal Mining Company
Beth-Elkhorn Corporation
Bethlehem Mines Corporation
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
Consolidation Coal Company
  Blacksville Division
  Central Division
  Christopher Coal Company
  Midwestern Division
  Mountaineer Coal Company
  Ohio Valley Division
  Pittsburgh Coal Company
  Pocahontas Fuel Company
  Rowland Division
  Bishop Coal Company
  Itmann Coal Company
  Mathies Coal Company
Eastern Associated Coal Corp.
  Affinity Mining Company
  Sterling Smokeless Coal Company
Freeman Coal Mining Company
Gateway Coal Company
Harmar Coal Company
Hawley Fuel Corporation
  Blackwood Fuel Company, Inc.
  Matoaka Mining Company, Inc.
  Peter White Coal Mining Corporation
Hawley Coal Mining Corporation
Inland Steel Company
Island Creek Coal Company
  Beatrice Pocahontas Company
  National Coal Mining Company
  Virginia Pocahontas Company
Jones & Laughlin Steel Corporation

Kaiser Steel Corporation
Kanawha Coal Company
Lykes Resources, Inc.
  The Buckeye Coal Company
  Olga Coal Company
  The Youngstown Mines Corporation
Midland Coal Company
Monterey Coal Company
National Mines Corporation
The North American Coal Corporation
  The Florence Mining Company
  The Helen Mining Company
  The Nacco Mining Company
  Ohio Division
  The Oneida Mining Company
  Pennsylvania Division
  Quarto Mining Company
Old Ben Coal Company
Omar Mining Company
  Robinson-Phillips Coal Company
  Royalty Smokeless Coal Company
    Trace Fork Coal Company
  Russell Fork Coal Company
    Rebecca Coal Company
    Rita Coal Company
Peabody Coal Company
Pikeville Coal Company
The Pittston Company, Coal Group
  Amigo Smokeless Coal Company
  Badger Coal Company, Inc.
  Buffalo Mining Company
  Clinchfield Coal Division
  Eastern Coal Corporation
  Elkay Mining Company
  Jewell Ridge Coal Corporation
  Kentland-Elkhorn Coal Corporation
  Ranger Fuel Corporation
  Sewell Coal Company
  The Snap Creek Coal Company
Republic Steel Corporation
Rochester & Pittsburgh Coal Company
  Helvetia Coal Company
Saginaw Mining 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
The United Electric Coal Companies
United States Steel Corporation

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

INDEX

NATIONAL BITUMINOUS COAL WAGE AGREEMENT OF 1974

Page

Absenteeism 114
Accident and Injury Reports 12
Access to Mine
—Generally 4
—Check-in, Check-out Procedures 11
—Safety Inspections 11
Access Roads 112, 113
Allowances 31-34
Appendix A, Part I, Underground at Deep Mines 135
Appendix A, Part II, Strip and Auger Mines 135
Appendix A, Part III, Preparation Plants and Other Surface Facilities 137
Appendix B, Part I, Underground at Deep Mines 138-146
Appendix B, Part II, Strip and Auger Mines 147-153
Appendix B, Part III, Preparation Plants and Other Surface Facilities 154-162
Application of Contract to Coal Lands 5
Arbitration
—By Arbitration Review Board 120, 121
—By Panel Arbitrators Generally 119, 120
—Discharge Cases 124, 125
—Disputes Concerning New Machinery 115
—Disputes in Sickness and Accident Claims 46
—Employer's Classification of Employees 24, 25
—Individual Safety Rights 13, 14, 15
—Removal of Health and Safety Committeemen ...9, 10
—Removal of Mine Committee 117
—Safety Grievances 20
—Supervisors Doing Classified Work 4
Arbitration Review Board 117, 118, 120, 121
Assignees, or Successors 1
Backup Mirrors, Requirements for 110
Bathhouse 112
—As Local Union Meeting Place 116
Basic Work Day
—Inside Employees 21
—Optional Extended Day at Surface Mines 111
—Outside Continuous Employees 22
—Outside Employees 21
Basic Work Week 21, 111
Benefits, Health and Retirement 83-106
Bereavement Pay 31, 32
Blasting Procedures 110
Brakemen, Switchmen and Tripriders 110
Bulletin Boards 113
Burning in Face Areas 19
Cabs 109
Call Back 70, 71
Changing Crews at Face 31
Checkoff 47, 58
Chief Umpire 117, 118
Christmas Bonus for 1974 34
Classification 81-83
Classifications and Job Titles
—Preparation Plants and Other Surface Facilities 154-162
—Strip and Auger Mines 147-153
—Underground 138-146
Classifications, Introduction of 24, 25
Classification, Working Out of 82, 83

Page

Classified Work
—Disputes About ... 4
—Employees Exempt from the Agreement ... 3
—Grievances, On ... 4
—Supervisory Employees Shall not Perform ... 4
Clerks ... 3
Coal Associations ... 1
Coal Waste Embankments
—Inspection of ... 9
—Safe Design and Maintenance ... 18
Coal Waste, Removal of ... 2
Coke and Cleaning Plants ... 113
Communications with Underground Employees ... 18
Compulsory Retirement ... 113
Construction Work ... 3, 6
Continuous Employees, Scheduling of ... 23
Contract
—Effective Date of ... 1, 129
—Integrity of ... 127
Contracting and Subcontracting
—Mine Reclamation Work ... 5
—Repair and Maintenance Work ... 5
—Subcontracting ... 5
—Transportation of Coal ... 5
—Prior Practice and Customs
—Warranty Work ... 5
Cost of Living Adjustment
—Add Ons
—November 1976 and Before ... 36
—After December 6, 1976 ... 41
—Adjustment Dates ... 40
—Cost of Living Roll In ... 36, 37
—Cost of Living Schedule ... 37, 40
—Definitions ... 35
—Entitlement to ... 34
—Maximum Amounts ... 36
—Method of Computation ... 35
—No Downward Adjustment ... 37
—Unavailability of Consumer Price Index ... 37
Cost of Living Catchup Allowance ... 34
Courts, Right to Resort to ... 127
Custom and Practice, prior ... 126
Cutting, Welding, or Burning in Face Areas ... 19
Development of Mining Plans ... 13
Disabled Miners, Benefits
—Letter holder, right to transfer ... 74
Discharge Procedure ... 123-125
Discrimination, Prohibition Against
—For Questioning Safety of Circuits or Components ... 110
—For Refusing 7th Consecutive Day Work ... 112
—For Refusing To Rent Vehicle ... 111
—In Awarding Jobs ... 68
—On Basis of Race, Creed, Sex, Age, etc. ... 125
—Physical Exams ... 15
District Agreements ... 1, 126, 127
Doctor, In Emergency ... 18
Drinking Water ... 18, 110, 111
Eating Places ... 109
Emergency Escapeways ... 18, 19
Employees
—Rights of Shall Not Be Abridged ... 2
Employer, Definition of
—For Determining Panel Rights ... 71
—Generally ... 1
Employment, Breaks in Continuous Employment ... 42, 56

Page

Enabling Clause ... 1
Engineer and Pumper Duties ... 19
Engineering and Technical Forces ... 3
Examination of Employees ... 15, 16
Extended Work Day ... 21, 111
Fatal Accident ... 114
Federal Coal Mine Health and Safety Act of 1969 ... 7
First Aid Kits ... 18
First Aid Stations ... 18
Foremen, Excluded from the Agreement ... 3
Graduated Vacation ... 55-57
Grievance Forms
—Standard Health and Safety Form ... 20
—Standard Regular Grievance Form ... 119
Health and Retirement Benefits ... 83-106
—Appointment of Trustee ... 94
—Audits, Reports and Notices ... 95-97
—Availability to Miners and Beneficiaries ... 96
—Contributions by Employers
—On Coal Acquired by Employer ... 87, 88
—On Coal Produced by Employer ... 86
—Denial or Approval of Applications ... 97
—Description of Plans and Trusts ... 84-86
—Duty to Monitor Medical Expenses of Fund ... 98
—Duty to Respond to Communications ... 97
—Employer Obligation to Make Payment ... 93
—General Purpose ... 83, 84
—Hours for which Employer Contributes ... 89, 90
—How Changes in Benefits are Made ... 98, 99
—Notice to Union of Payments Made ... 93
—Power to Change Benefits ... 98
—Quarterly Listing of Current Beneficiaries ... 97
—Responsibilities and Duties of Trustee ... 94, 95
—Royalty Rates for Slurry, Sludge and Refuse ... 91
—Subleasee Obligation to Make Payment ... 6
—Summary of Benefits for Miners, Widows, Former Miners, Dependents ... 100-106
—When Fund Contributions are Due ... 92
Health and Safety ... 6-20
Health and Safety Committee
See Health and Safety Committee
Health or Safety Grievances ... 19, 20
Helpers
—For Drillers and Shooters ... 108
—Underground ... 26, 27
—Assignment of ... 26
—Full Trained Helpers ... 27
—Trainee ... 27
Hoisting Facilities ... 27
Hoisting of Coal ... 18
Holidays ... 28
—Birthday Holidays ... 49, 50
—Holidays Observed ... 47, 48
—Holidays for Sick and Injured ... 50
—Holidays During Vacation Period ... 49
—Monday Holidays ... 49
—Pay for Holidays Not Worked ... 49
—Sunday Holidays ... 48
—Time of Payment ... 50
Hospital Cards ... 105
Hours of Work ... 21, 22, 23, 111
House Coal ... 113
House Rent ... 113
Idle Day Work ... 23, 24
Individual Safety Rights ... 13, 14, 15

Inexperienced Employees — Page
—Surface Mines, Work Assignments ... 109
—Underground, Work Assignments ... 66
Injured Employees, Removal of ... 18
Integrity of Contract ... 127
Intercom Units, Requirements For ... 110
Irregular Work ... 114
Job Bidding ... 71-75
—Letter Holder ... 74
Job Rates
—At Preparation Plants, and Other Surface Facilities ... 137
—At Strip and Auger Mines ... 136
—At Underground Mines ... 135
Job Titles ... 24, 25, 138-162
Job Evaluations, Job Grades and Corrections of Job Grade Inequities, Joint Commission on ... 25
Joint Industry Health and Safety Committee ... 7, 8
Joint Industry Training Committee ... 59
Jurisdiction ... 2, 3
Jury Duty ... 32
Lateral and Downward Bidding ... 73, 74
Layoff ... 68, 69
Leasing Employee Vehicles ... 111
Leasing, Subleasing and Licensing Out of Coal Lands ... 3, 6
Leave of Absence ... 77
Letter Holder, Right to Transfer ... 74
Lifting Weight, Limitations on ... 19
Light Duty ... 42
Loading Coal, Sunday, Holidays and Vacations ... 23, 54, 55
Lowering Employees ... 30, 31
Lunch ... 21, 22, 115
Maintenance of Equipment ... 17, 18, 19
Maintenance Training and Rates of Pay ... 65, 66
Management Rights Clauses ... 2, 4
Mantrips ... 18, 19
Meeting Places, Local Union ... 116
Memorial Periods ... 114
Military Duty ... 32, 33
Mine Committee
—Duties of ... 116, 117
—Duty of Employer to Meet with on Layoffs ... 68
—In Second Stage of Grievance ... 119
—Make Up of ... 116
—No Discharge or Suspension for Official Actions 117
—Removal of Committee Members ... 117
Mine Communications Committee ... 29, 30
Mine Health and Safety Committee
—Coverage by Workmen's Compensation Law ... 8
—Declarations of Imminent Danger by ... 9
—Individual Withdrawals ... 14, 15
—Inspections by ... 9
—Investigating Explosions and/or Disasters ... 10
—Make up of Committee ... 8
—No Discharge or Suspension for Official Actions 10
—Payments by Employer ... 8, 10
—Qualifications ... 8
—Removal of Committee Members ... 9, 10
—Removal of Employees from Mine ... 9
—Right to Transportation ... 9
—Safety Meetings with Management ... 10
—Training ... 8
Minimum Age for Work in Coal Mines ... 16
Mining of Coal on Sundays and Holidays ... 23, 111
Mining Plans, Union Rights to Review and Comment ... 13
Multiple Shifts ... 28

National Conferences — Page
New Districts of UMWA ... 128
New Machinery, Introduction of ... 126
Nurse, In Emergency ... 114, 115
Opportunity For Six Days Work ... 18
Orientation, New Employees ... 23
Overburden, Removal of ... 59, 62
Overtime ... 2
—After Basic Work Day ... 21, 22, 23, 111
—Callback Within 24 Hours ... 29
—Included in Graduated Vacation Rates ... 57
—Included in Holiday Rates ... 49
—Included in Other Benefits and Allowances ... 31-33
—Included in Regular Vacation Rates ... 52
—No Pyramiding of ... 21-23
—On Sunday ... 22, 23
—Roster ... 24
—Sharing of ... 24, 112
Panels
—District ... 69-71
—Mine ... 69-71
—Outside of District ... 69-71
Panel Custodians ... 69, 70
Panel Arbitrator
—Duties Handling Regular Grievances ... 119, 120
—Duties in Discharging Cases ... 124, 125
—How Chosen ... 118
Parking Facilities
—Generally ... 113
—Surface Mine ... 106, 107
Pay Day ... 115
Pensions ... 83-106
Personal or Sick Leave ... 33, 34
Physical Examination of Employees ... 15, 16
Portals, Designation of ... 115, 116
Premium Pay
—Included in Certain Benefits and Allowances ... 31-33
—Saturday, Sunday and Holidays Worked ... 22, 23, 49, 50
Preparation, Production, Processing and Cleaning of Coal, UMWA Jurisdiction ... 2
Prior Practice and Custom ... 5, 126
Production and Processing of Coal on Sundays and Holidays ... 23, 111
Protective Clothing Allowance ... 17
Protective Wage Clause ... 126, 127
Pumper Duties ... 19
Ratification and Termination of Agreement ... 129
Recall ... 70, 71
Reduction in Work Force ... 68
Regular Vacation
—Dates of Regular Vacation ... 50, 51
—Entitlement to Partial (Pro Rata) Vacation Payment ... 53
—Floating Vacation Days ... 53
—Obligation for Payment ... 54
—Pay for Sick and Injured Employees ... 53
—Qualifying Period and Amount of Payment ... 52
—Rate of Payment ... 52
—Staggered Vacation ... 51, 52
—Time of Payment ... 53
—Work During Vacation Shutdowns ... 54, 55
Removal of Injured Employees ... 18
Removal of Overburden, UMWA Jurisdiction Over ... 2
Repair and Maintenance Work ... 2, 3
Reporting Pay ... 32

Page

Reports, Accidents, Injuries, Inspections, etc. 12
Right to Withdraw 13, 15
Roads
—Access 112, 113
—Haulage 110
Safe Working Place, Right to 6, 7
Safety Committee
See Mine Health and Safety Committee
Safety Division, UMWA
—Access to Coal Mines 11
—Preservation of Individual Safety Rights 13-15
—Review of Mining Plans 13
—Review of Safety Rules and Regulations 12, 13
—Role in Safety Grievance Procedure 20
Safety Equipment and Protective Clothing Allowance..... 17
Safety Grievances 19, 20
Safety Rights of Individuals 13-15
Safety Rules and Regulations 12, 13
Saturday Work 22, 23, 24
Scope and Coverage 2-6
Selling Coal Mines
—Duty to Have Buyer Execute UMWA Contract .. 1
—Right of Union to Seek Direct Judicial Relief.... 127
Seniority
Accrual of Seniority While on Panel 70
—Bidding for Jobs on Continuous Miners or Roof Bolters 74, 75
—Definition of 68
—District Panel 69-71
—Job Bidding Procedure
—Consideration of Panel Members 72
—Experience Gained During Posting and Selection Period 73
—Notification of Vacancies to Absent Employees 73
—Proper Identification of Jobs 72
—Proper Posting Period 72
—Withdrawal of Bid by Senior Bidder 73
—Lateral and Downward Bidding 73, 74
—Lay Off Procedure 68, 69
—Leave of Absence 77
—Loss of Panel Rights 70
—Mine Panels 69-71
—Panel Custodians 69
—Panel Rights Outside of District 69-71
—Permanent and Temporary Supervisors 77, 78
—Reduction in Work Force 68
—Right to be Recalled from Panels 70, 71
—Rights of Letter Holders to Transfer 74
—Shift Preference 78
—Standardized Lay Off Form—Duty to Fill Out 68, 69
—Training for Vacancies Not Filled by Bidding 75
—Transfer to Other Mines of Employer 76, 77
Settlements of Disputes
—Appeals from Panel Arbitrator Decisions 120, 121
—Appeal to Panel Arbitrator 119, 120
—Arbitration Review Board 117, 118
—Circulation of Approved Decisions 122, 123
—Exclusion of Legal Counsel 122
—Expenses of Chief Umpire and Panel Umpires .. 122
—Fifteen Day Limitation on Filing 121
—Finality of Decision or Settlement 122
—Grievance Procedure 118-121
—Right of Grievant to be Present 122

Page

—Right to Presence of Member of Mine Committee 121, 122
—Safety Grievance Procedure 19, 20
—Waiver of Time Limits 123
Settlement of Health or Safety Disputes 19, 20
Severability Clause 128
Seventh Consecutive Day Work On 23, 111, 112
Shift Differentials 28, 29
Shift Preference 78
Shift Rotation 29
Shift Starting Time 30
Sick and Injured Employees, Benefits for
—Fund Benefits for Disabled Miners, Widows, etc. 102-106
—Graduated Vacation Benefits 57
—Holidays 50
—Personal and Sick Leave 33, 34
—Regular Vacation Benefits 53
—Sickness and Accident Benefits 41-47
Sickness and Accident Benefits
—Amount and Payment of Benefits 44, 45
—Deductions 44, 45
—Eligibility 41, 42
—Filing of 46
—General Purpose 41
—Right of Employee to Carry Additional Insurance 47
—Structure and Administration 45-47
—When Benefits Begin and End 42-44
Six Days Work, Opportunity For 23
Special Safety Problem Areas
—Underground 18, 19
—Surface 109-112
Standard Daily Wage Rate 24, 25
Standard Hourly Wage Rates 135-137
Starting Time 30, 31
Straight-Time Earnings, Definition of
—Inside Employees 21
—Lampman 22
—Outside Employees 21, 22
Subcontacting 3, 5
Subleasing 3, 6
Successors or Assignees 1
Sunday Work 22, 24
Supervisors, Temporary and Permanent 77, 78
Supervisory and Other Employees, Exempted From the Agreement
—Assistant Mine Foremen 3
—Clerks 3
—Coal Inspectors 3
—Engineering and Technical Forces 3
—Mine Foremen 3
—Watchmen 3
—Weigh Bosses 3
Surface Mines
—Cabs 109
—Duty of Employer to Provide Transportation 106, 107
—Eating Places 109
—Inexperienced Employees, Work Assignments 109
—Leasing of Employees vehicles 111
—Manning of Surface Mining Equipment 107, 108
—Mining and Loading Coal, Eight Hours or on Sunday 111, 112
—Parking Area 106, 107
—Special Health and Safety Problems 109-111

Page

—Swing Shifts 111
—Toilets 111
Temporary Assignments
—Generally 73, 82, 83
—Preference to the Extent Practicable to Senior Employee 68, 82
Termination of Agreement 129
Toilets, Standards 111
Tonnage Rates and Handloading 78-81
Tools, Employer's Duty to Furnish 116
Truck Crossings, Safeguards 110
Training
—Evaluation of Employees During Training 67, 68
—General Retraining Programs 62-65
—Inexperienced Employees 66, 67
—Job Rights of Trainee On Completing Training 67, 68
—Joint Industry Training Committee 59
—Orientation for New Employees 59-62
—Safety Training for a Specific Job 65
—Training for Maintenance Jobs (Mechanics, Welders and Electricians) 65, 66
Trainability, Definition of 67
Tramming, Rates 116
Transfer to Other Mines of Employer 76
Transportation of Coal 2, 3
Transportation at Surface Mines 106, 107
Union Rights
—Access to Mine Property 4
—Campaigning by Union Candidates 4, 5
—Holding Union Elections on Mine Property 5
—Ratification of Agreements 5, 129
UMWA
—As Exclusive Bargaining Agent 1
—Membership as Condition of Employment 1
Vacations
—Floating 53
—Graduated 55-57
—Regular 50-55
—Staggered 51, 52
Wages and Hours 21, 111
Watchmen 3
Weigh Bosses 3
Weight, Limitations on Amount to be Lifted 19
Welding in Face Areas 19
Withdrawal, Individual 13-15
Work Day
See Basic Work Day
Work Jurisdiction
—Gob Piles, Maintenance of 3
—Preparation, Production, Processing and Cleaning of Coal 2
—Repair and Maintenance Work 2, 3
—Removal of Coal Waste 2
—Removal of Overburden 2
—Transportation of Coal 2
Work Week 21, 111
Working Out of Classification 81-83
Workmen's Compensation and Occupational Disease Coverage 16, 17

This index is for reference purposes only and does not add to nor subtract from the specific terms of the Agreement.

1975

JANUARY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY

						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

MARCH

						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APRIL

		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY

			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JUNE

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

JULY

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST

					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER

	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER

			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER

						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

DECEMBER

	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

HD
4966
.M63
U660
1974

NATIONAL BITUMINOUS COAL WAGE

HD 4966 .M63 U660