

NATIONAL BITUMINOUS WAGE AGREEMENT

EFFECTIVE MAY 29, 1946, DURING THE PERIOD OF GOVERNMENT OPERATION OF MINES

EXECUTED AT THE WHITE HOUSE, WASHINGTON, D. C., MAY 29, 1946

AGREEMENT

THIS AGREEMENT between the Secretary of the Interior, acting as Coal Mines Administrator under the authority of Executive Order No. 9728 (dated May 21, 1946, 11 F. R. 5593), and the United Mine Workers of America, covers for the period of Government possession the terms and conditions of employment in respect to all mines in Government possession which were as of March 31, 1946, subject to the National Bituminous Coal Wage Agreement, dated April 11, 1945.

1. Provisions of National Bituminous Coal Wage Agreement Preserved

Except as amended and supplemented herein, this Agreement carries forward and preserves the terms and conditions contained in all joint wage agreements effective April 1, 1941, through March 31, 1943, the supplemental agreement providing for the six (6) day work week, and all the various district agreements executed between the United Mine Workers and the various Coal Associations and Coal Companies (based upon the aforesaid basic agreement) as they existed on March 31, 1943, and the National Bituminous Coal Wage Agreement, dated April 11, 1945.

2. Mine Safety Program

(a) Federal Mine Safety Code

As soon as practicable and not later than 30 days from the date of the making of the Agreement, the Director of the Bureau of Mines after consultation with representatives of the United Mine Workers and such other persons as he deems appropriate, will issue a reasonable code of standards and rules pertaining to safety conditions and practices in the mines. The Coal Mines Administrator will put this code into effect at the mines. Inspectors of the Federal Bureau of Mines shall make periodic investigations of the mines and report to the Coal Mines Administrator any violations of the Federal Safety Code. In cases of violation the Coal Mines Administrator will take appropriate action which may include disciplining or replacing the operating manager so that with all reasonable dispatch said violation will be corrected.

From time to time the Director of the Bureau of Mines may, upon request of the Coal Mines Administrator or the United Mine Workers, review and revise the Federal Mine Safety Code.

(b) Mine Safety Committee

At each mine there shall be a Mine Safety Committee selected by the Local Union. The Mine Safety Committee may inspect any mine development or equipment used in producing coal for the purpose of ascertaining whether compliance with the Federal Safety Code exists. 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.

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 operating manager or his managerial subordinate is required to follow the recommendation of the Committee, unless and until the Coal Mines Administrator, taking into account the inherently hazardous character of coal mining, determines that the authority of the Safety Committee is being misused and he cancels or modifies that authority.

The Safety Committee and the operating manager shall maintain such records concerning inspections, findings, recommendations and actions relating to this provision of the Agreement as the Coal Mines Administrator may require and shall supply such reports as he may request.

3. Workmen's Compensation and Occupational Disease

The Coal Mines Administrator undertakes to direct each operating manager to provide its employees with 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 operating manager to carry out this direction shall be deemed a violation of his duties as operating manager. In the event of such refusal the Coal Mines Administrator will take appropriate action which may include disciplining or replacing the operating manager or shutting down the mine.

4. Health and Welfare Program

There is hereby provided a health and welfare program in broad outline—and it is recognized that many important details remain to be filled in—such program to consist of three parts, as follows:

(a) A Welfare and Retirement Fund

A welfare and retirement fund is hereby created and there shall be paid into said fund by the operating managers 5¢ per ton on each ton of coal produced for use or for sale. This fund shall be managed by three trustees, one appointed by the Coal Mines Administrator, one appointed by the President of the United Mine Workers, and the third chosen by the other two. The fund shall be used for making payments to miners, and their dependents and survivors, with respect to (i) wage loss not otherwise compensated at all or adequately under the provisions of Federal or State law and resulting from sickness (temporary disability), permanent disability, death, or retirement, and (ii) other related welfare purposes, as determined by the trustees. Subject to the stated purposes of the fund, the trustees shall have full authority with respect to questions of coverage and eligibility, priorities among classes of benefits, amounts of benefits, methods of providing or arranging for provision of benefits, and all related matters.

The Coal Mines Administrator will instruct the operating managers that the obligation to make payments to the welfare and retirement fund becomes effective with reference to coal produced on and after June 1, 1946; the first actual payment is to be made on August 15, 1946, covering the period from June 1 to July 15; the second payment to be made on September 15, covering the period from July 15 to August 31; and thereafter payments are to be made on the 15th day of each month covering the preceding month.

(b) A Medical and Hospital Fund

There shall be created a medical and hospital fund, to be administered by trustees appointed by the President of the United Mine Workers. This fund shall be accumulated from the wage deductions presently being made and such as may hereafter be authorized by the Union and its members for medical, hospital and related purposes. The trustees shall administer this fund to provide, or to arrange for the availability of, medical, hospital, and related services for the miners and their dependents. The money in this fund shall be used for the indicated purposes at the discretion of the trustees of the fund; and the trustees shall provide for such regional or local variations and adjustments in wage deductions, benefits and other practices, and transfer of funds to local unions, as may be necessary and as are in accordance with agreements made within the framework of the Union's organization.

The Coal Mines Administrator agrees (after the trustees make arrangements satisfactory to the Coal Mines Administrator) to direct each operating manager to turn over to this fund, or to such local unions as the trustees of the fund may direct, all such wage deductions, beginning with a stated date to be agreed upon by the Administrator and the President of the United Mine Workers: Provided, however, that the United Mine Workers shall first obtain the consent of the affected employees to such turn-over. The Coal Mines Administrator will cooperate fully with the United Mine Workers to the end that there may be terminated as rapidly as may be practicable any existing agreements that earmark the expenditure of such wage deductions, except as the continuation of such agreements may be approved by the trustees of the fund.

Present practices with respect to wage deductions and their use for provisions of medical, hospital and related services shall continue until such date or dates as may be agreed upon by the Coal Mines Administrator and the President of the United Mine Workers.

(c) Coordination of the Welfare and Retirement Fund and the Medical and Hospital Fund

The Coal Mines Administrator and the United Mine Workers agree to use their good offices to assure that trustees of the two funds described above will cooperate in and coordinate the development of policies and working agreements necessary for the effective operation of each fund toward achieving the result that each fund will, to the maximum degree practicable, operate to complement the other.

5. Survey of Medical and Sanitary Facilities

The Coal Mines Administrator undertakes to have made a comprehensive survey and study of the hospital and medical facilities, medical treatment, sanitary, and housing conditions in the coal mining areas. The purpose of this survey will be to determine the character and scope of improvements which should be made to provide the mine workers of the Nation with medical, housing and sanitary facilities conforming to recognized American standards.

6. Wages

(a) All mine workers, whether employed by the day, tonnage or footage rate, shall receive \$1.85 per day in addition to that provided for in the contract which expired March 31, 1946.

(b) 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.

(c) 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.

7. Vacation Payment

An annual vacation period shall be the rule of the industry. From Saturday, June 29, 1946, to Monday, July 8, 1946, 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, 1945, to May 31, 1946) 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 and those who returned from the armed services to their jobs 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 1946 period shall be made on the last pay day occurring in the month of June of that year.

8. Settlement of Disputes

Upon petition filed by the United Mine Workers with the Coal Mines Administrator showing that the procedure for the adjustment of grievances in any coal producing district is inequitable in relation to the generally prevailing standard of such procedures in the industry, the Coal Mines Administrator will direct the operating managers at mines in the district shown to have an inequitable grievance procedure to put into effect within a reasonable period of time the generally prevailing grievance procedure in the industry.

9. Discharge Cases

The Coal Mines Administrator will carry out the provision in agreements which were in effect on March 31, 1946, between coal mine operators and the United Mine Workers that cases involving the discharge of employees for cause shall be disposed of within 5 days.

10. Fines and Penalties

No fines or penalties shall be imposed unless authorized by the Coal Mines Administrator. In the event that such fines or penalties are imposed by the Coal Mines Administrator, the funds withheld for that reason shall be turned over to the trustees of the fund provided for in Section 4 (b) hereof, to be used for the purpose stated therein.

11. Supervisors

With respect to questions affecting the employment and bargaining status of foremen, supervisors, technical and clerical workers employed in the bituminous mining industry, the Coal Mines Administrator will be guided by the decisions and procedure laid down by the National Labor Relations Board.

12. Safety

Nothing herein shall operate to nullify existing state statutes, but this Agreement is intended to supplement the aforesaid statutes in the interest of increased mine safety.

13. Retroactive Wage Provisions

The wage provisions of this Agreement shall be retroactive to May 22, 1946.

14. Effective Date

This Agreement is effective as of May 29, 1946, subject to approval of appropriate Government agencies.

Signed at Washington, D. C. on this 29th day of May, 1946.

(Signed) J. A. KRUG,
Coal Mines Administrator.

(Signed) JOHN L. LEWIS,
*President,
United Mine Workers of America.*