



## ADDENDUM TO THE COAL MINING FACILITIES AGREEMENT

### **ARTICLE II - SCOPE OF AGREEMENT**

**Section 1.** This Agreement shall be in effect within the States of West Virginia, Pennsylvania, Virginia, Maryland, Kentucky, Tennessee, Ohio, Indiana and Illinois. This Agreement may be expanded to other states by mutual consent of the Employer and the IUPAT.

- (a) Work covered by this Agreement shall include all work coming within the work jurisdiction of the IUPAT as presently set forth in its Constitution, including but not limited to the painting, any and all types of lead abatement, coating work and sheeting required in connection with the construction, expansion or alterations of coal mines, including the erection of tipples, preparation plants and other facilities placed in on or around the coal mines, sinking of shafts, slopes, drifts or tunnels and all other such coal-related work that is performed at or on coal lands, coal producing and coal preparation facilities.
- (b) It is understood that this Agreement covers all work pertaining to surface preparation, the rigging, the operation and care of all tools and equipment in connection with the above work process, coming under the IUPAT's jurisdiction, including but not limited to brushes, manual and pressure rollers, pressure guns, blowers, nozzle equipment, trowels, squeegees, compressors, supersuckers, trucks, sweepers, containment trucks, and other abrasive handling and removal, ladders, scaffolding and the handling of all material in conjunction with the above work process.
- (c) All provisions contained herein cover the specific type of work to be performed under the terms of this Agreement and any modifications or changes in this Agreement shall be neither made nor placed into effect until after the Employer and the IUPAT have agreed in writing to such modifications or changes.

### **ARTICLE V - HIRING PRACTICES & ASSIGNMENT OF EMPLOYEES**

**Section 1.** The Employer will supply the IUPAT with a panel/slate of employees and social security numbers whom the Employer considers to be his regular employees. All such employees will be members of the IUPAT, subject to **Article XIII - Union Security**.

- (a) The Local Union or District Council recognizes that any employee not on the Employer's panel, subsequently sent to a jobsite from the Union, must have the required training and proper safety shoes, as required by the operator, in order to be considered "qualified." Required training shall include, but not limited to the MSHA training required by the coal operators for that particular project. All employees must have in their possession MSHA Certification Training Form #5000-23.

Either the Union or the employee will need to provide the Employer verification of the above training 24 hours prior to the start date of the project.

- (b) When the Employer undertakes to perform work on any job as outlined in **Article II, Section 1 - Scope of Agreement**, the assignment of employees will be as follows: (1) regular employees of the Employer that are listed on the panel/slate of employees submitted to the IUPAT's office that are members of the Local Union or District Council having jurisdiction of the area where the work is being performed; (2) regular employees of the Employer that are listed on the panel/slate of employees submitted to the IUPAT's office; (3) regular employees of other Employers who are signatory to this Agreement that are listed on the panel/slate submitted to the IUPAT's office; (4) local employees referred from the Local Union or District Council having jurisdiction of the area where the work is to be performed; and (5) in the event the Local Union or District Council having jurisdiction of the area where the work is to be performed is unable to furnish the required qualified manpower within forty-eight (48) hours, the Employer will have the right to seek employees from any source. When the Employer is not required by the U.M.W.A. to work from his/her panel, it is agreed that the Employer may bring the first three (3) employees from among his/her regular employees on the panel/slate, then a fifty-fifty (50/50) ratio (*not to include foreman*) for manpower from the Employer's panel, and the geographic IUPAT District Council or Local Union's list of available qualified, journeypersons shall be in effect. If the Employer makes a claim that the U. M. W. A. Agreement is being enforced on a project, that Employer shall be required to notify the office of the General President of the IUPAT so that the claim can be verified.
- (c) All practices and policies relating to the hiring of employees or the operation of referral systems are purely local or areas matters, and the IUPAT shall have no responsibility in connection with such matters; provided, however, if the Employer and the District Council or Local Union shall be unable to reach mutually satisfactory hiring arrangements or referral systems, the IUPAT will, upon request of the District Council or Local Union Representative or Employer, render all possible assistance in resolving such problems.
- (d) The Employer shall discuss with the IUPAT's District Council or Local Union Representative the hiring procedures to be utilized in the work.
- (e) All employees locally hired shall be referred in accordance with the referral procedure of the District Council or Local Union of the IUPAT having jurisdiction in the area where the project is located.

- (f) The Local Union or District Council Representative of the area where the job is located shall furnish the Employer and regular employees copies of the applicable local area Collective Bargaining Agreement.

## **ARTICLE VII - HOURS OF WORK, SHIFT WORK AND HOLIDAYS**

**Section 1.** The Employer shall have the right to work all projects one (1) or more shifts with different crews. When only one (1) shift is worked, it shall be the day shift, except under unusual circumstances. The first or day shift shall start between the hours of 6:00 a.m. and 8:00 a.m.

- (a) Employees scheduled for and starting work on the afternoon shift shall be paid fifty (.50) cents additional for each hour employed. The afternoon shift shall be between the hours of 4:00 p.m. to Midnight. Employees scheduled for and starting work on the Midnight shift, shall be paid seventy-five (.75) cents additional for each hour employed. The Midnight shift shall be between the hours of Midnight to 7:30 a.m. Shift differentials shall be considered a part of the regular rate of pay in the calculations of overtime, holiday and vacation pay.
- (b) 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.
- (c) 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 (24) 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. Reporting pay shall be applicable to this provision.
- (d) The IUPAT recognizes that climate and other conditions beyond the control of the Employer often control the hours of work on a job. Because of this, ten (10) hours shall constitute a day's work. Forty (40) hours, Monday through Saturday, inclusive, shall constitute a week's work. All work over ten (10) hours in any one (1) day or all work over forty (40) hours Monday through Saturday, inclusive, shall be paid at the rate of time and one-half. All work performed on Sunday shall be paid at the rate time and one half, after the job has run seven (7) days.
- (e) By mutual consent of the Employer and the Local Union or District Council, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job.

## **SCHEDULE "A"**

### **COAL MINING FACILITIES AGREEMENT**

#### **ARTICLE VI - WAGES, FRINGES AND SUBSISTENCE & WORKING CONDITIONS**

**Section 1.** The Employer agrees that wherever the Employer undertakes to perform work covered by the Article II of this Agreement, the Employer will pay to all employees the applicable total package rate for the type of work being performed in either the employees home District Council or Local Union where the work is being performed, whichever is higher. There shall be no added premium for epoxies, exotic coatings, height pay, etc.

- (a) In the event the Employer can demonstrate to the IUPAT that the Employer must pay fringes to the UMWA for the same employees and the same work hours to which wages and benefits are payable to the IUPAT members, then the Employer may deduct the amount paid the UMWA per hour from the hourly wage rate. Absent of proof payments are being paid to the UMWA applicable wages and benefits shall be paid by the Employer. In no ase regardless of the amount of fringes payable to the UMWA, shall the Employer be permitted to deduct more than \$5.00 per hour from the hourly wage.
- (b) When employees report to work and are not given the opportunity of work because none is available or were not notified before the completion of a previous day's work, they shall be paid two (2) hours reporting time. The two (2) hours reporting time is not applicable if weather conditions, in the Employer's judgment, are not favorable to commence work.
- (c) When the Employer performs work under this Agreement, the wages shall be ninety percent (90%) of the applicable journeyman wages and one hundred percent (100%) of the fringe benefits specified in the Local Collective Bargaining Agreement of the area where the work is being performed.

It is further agreed that during the period comprised of November 15 through March 15 of each year, the Employer may pay eighty-five percent (85%) of the wage rate in lieu of the ninety percent (90%).

- (d) The Employer may hire apprentices on a ratio of two (2) apprentices for every journeyman and in areas where qualified apprentices are not available; the Employer may use Utility Workers according to the following:

(e) **Utility Workers:** For related work in accordance with this Agreement, during the term of this Agreement the applicable hourly rate of pay shall be as follows:

<p style="text-align: center;"><b>Utility Grade 3</b></p>	<p>Skilled utility worker performing work other than Painting and having qualifications and experience to perform journeymen work related and incidental to the maintenance painting and as heretofore described in this Agreement. Grade 3 classifications shall receive the same wage rate as the Journeyman Maintenance Painter as specified in the collective bargaining agreement of the area where the work is being performed.</p>
<p style="text-align: center;"><b>Utility Grade 2</b></p>	<p>Semi-skilled utility worker having qualifications and experience to assist in and receive training for journeyman work as heretofore described in this Agreement. Wage rate for Grade 2 classification is 80% of Journeyman Maintenance Painters rate as specified in the collective bargaining agreement of the area where the work is being performed</p>
<p style="text-align: center;"><b>Utility Grade 1</b></p>	<p>Utility worker having qualifications and experience to perform general non-skilled work associated with the maintenance project as heretofore described in this Agreement. Wage rat for Grade 1 Classification is 50% of Journeyman Maintenance Painter rate as specified in the in collective bargaining agreement of the area where the work is being performed.</p>